MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTER FOR MEDICARE & MEDICAID SERVICES AND [PAYER] IN [MARKET] IN RELATION TO THE COMPREHENSIVE PRIMARY CARE PLUS MODEL

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) between the Centers for Medicare & Medicaid Services (CMS) and [PAYER] is to outline certain respective commitments described below in relation to a multi-payer initiative to strengthen primary care, known as Comprehensive Primary Care Plus (CPC+). CPC+ seeks to transform primary care capacity by testing a model of comprehensive, accountable primary care. Broadly, the model aims to achieve better care, smarter spending, and healthier people in [MARKET]. For the purposes of this model, the [MARKET] region will include [list of counties or designate state-wide].

Multi-payer partnership is an essential goal of CPC+, as it makes full practice-level transformation of care delivery possible. CMS will partner with payers that share Medicare's interest in strengthening primary care. Recognizing that the impact of any one payer alone is limited, the payers in this model have committed to establishing an approach that is aligned with that of CMS to transform the way in which primary care is delivered and financially supported in the practices that participate in this model. Further, when payers share cost, utilization, and quality data with practices at regular intervals, it facilitates practices' ability to manage their patient population's health.

CMS will select practices to participate in one of two tracks offered under the CPC+ Model. Practices participating in both tracks will be held accountable for delivering the five comprehensive primary care functions that form the basis of the CPC+ care delivery model, and the payment structure of each track is designed to support the increasing care delivery requirements from Track 1 to Track 2. More information about the care delivery model and payment design of CPC+ can be found in the CPC+ Request for Applications (RFA).

[PAYER] believes that reimbursement designed to deliver the five comprehensive primary care functions outlined in the attached Request for Applications is a potential sustainable business model. [PAYER] also aspires to contribute to a learning community that will lead the nation's efforts to transform health care and leverage the potential of public-private partnerships.

This Memorandum of Understanding memorializes [PAYER]'s respective commitments to further the goals of the model by developing an aligned approach to payment and quality measurement for its own members who are cared for by participating practices in [MARKET]. This MOU will be a public document, with the exception of the [PAYER]'s intended financial

commitments to the participating practices in [MARKET], which are described in Appendix 1. CMS considers Appendix 1 to be proprietary in nature, and will not publicly disclose it.

Thus, to achieve this vision of comprehensive primary care, [PAYER] and CMS enter into this Memorandum of Understanding setting forth the following commitments.

II. Definitions

1. Attribution Look Back Period
    a. "Attribution look back period" means the period of time in which a patient must have received primary care health services at a participating practice in order to be attributed to the practice. [PAYER] can design an attribution methodology and define [PAYER'S] attribution look back period in the manner best suited for [PAYER].
2. CMS
    a. "CMS" means the Center for Medicare and Medicaid Services.
3. CPC+ Region
    a. "CPC+ Region" means a region that was selected as a market in which CPC+ is being tested. The CPC+ regions include: [INSERT REGIONS].
4. Line of Business
    a. "Line of Business" means a health insurance product or plan offered by a payer.
5. Market
    a. "Market" means the CPC+ region in which [PAYER] has partnered with CMS.
6. Member
    a. "Member" means an individual who holds a contract with a payer providing for enrollment of the individual in a health plan offered by that payer.
7. Participating Practice
    a. "Participating Practice" means a primary care practice that has signed a participation agreement with CMS to participate in CPC+.
8. Payer
    a. "Payer" means an entity that provides, or pays the cost of, a health plan.
9. Payer Partner
    a. A payer in a CPC+ region who has agreed to the terms of this MOU.
10. Performance-based incentive payment
    a. "Performance based incentive payment" means the payment made by a payer to reward a practice based on its performance on patient experience, clinical quality, and/or utilization measures that drive total cost of care.
11. Request for Applications
    a. "Request for Applications" means the document released by CMS requesting practice applications and payer proposals for CPC+. The Request for Applications can be found here.

III. Scope of Commitment

1. [PAYER] will apply the commitments described below to as many lines of business that it offers in [MARKET] as possible, including, but not limited to the following (as

applicable): Fully Insured, Administrative Services Only (ASO), Medicaid Advantage, and Medicaid. [PAYER] will also use best efforts to add additional lines of business throughout the period in which it implements the commitments described in this MOU.

IV. Commitment to Enhanced Financial Support for Participating Primary Care Practices

1. Non-Visit-Based Financial Support

[PAYER] will provide enhanced, non-visit-based financial support to the participating practices in [MARKET] that provide health services to its attributed members. The financial support offered to participating practices will be set out in Appendix 1. The amount of this financial support will be larger for Track 2 participating practices than it will be for Track 1 participating practices. [PAYER] has designed this financial support to allow these participating practices to furnish care consistent with the care delivery requirements described in the RFA.

2. Performance-Based Incentive Payments

a. Beginning in the first performance year of the model, [PAYER] will offer participating practices in [MARKET] performance-based incentive payments using a methodology designed to assess the practices' performance on measures of utilization, cost of care, and/or quality of care during a 12 month performance period.

b. [PAYER] will give participating practices reasonable notice of the methodology it will use to assess performance and award performance-based incentive payments.

3. Alternative to Visit-Based Reimbursement Methodology (Track 2 Only)

a. Not later than 12 months after the start of the model in [MARKET], [PAYER] will begin to reimburse Track 2 participating practices for care furnished to its members in [MARKET] using, at least in part, a reimbursement methodology that is different from its current, visit-based, reimbursement methodology. [PAYER]'s reimbursement methodology will allow these participating practices flexibility to deliver traditional face-to-face care outside of an office visit.

b. [PAYER] will give Track 2 participating practices reasonable notice of its alternative reimbursement methodology, including notice of the covered services to which this reimbursement methodology will apply.

V. Commitment to Sharing Data with Participating Practices

1. [PAYER] will share utilization of service and/or total cost of care data with respect to its attributed members with participating practices in [MARKET] at least quarterly. [PAYER] will send the first such data report to these participating practices no later than [DATE].

2. [PAYER] will provide participating practices in [MARKET] with lists of its attributed members at the beginning of each attribution look back period.

3. If an appropriately structured multi-payer claims data system exists or can be created in [MARKET] to support a common approach for sharing data with participating primary care practices, [PAYER] will make a reasonable effort to contribute the data described in paragraph IV.1. to this system. If an appropriately structured multi-payer claims data system does not exist or cannot be created in a timely fashion, [PAYER] will develop a mechanism to enable participating primary care practices to review relevant claims data and analyses with respect to [PAYER]'s attributed members.

4. If there is no appropriately structured multi-payer claims data system available in [MARKET] and, despite the best efforts of CMS and other payer partners one cannot be created in [MARKET], [PAYER] will work with other payer partners in [MARKET] and CMS to produce a written plan by [DATE] that outlines how these payers will develop a common approach for sharing data with participating primary care practices in [MARKET]. [PAYER] will also work with CMS and other payer partners in [MARKET] to implement the approach described in this written plan by the end of the second performance year of the model.

VI. Commitment to Aligning Quality Measures

1. [PAYER] will establish quality measures and specifications for those quality measures, and will use best efforts (to the extent possible) to ensure that its quality measures are aligned with quality measures established by other payers in [MARKET]. The quality measures should also be aligned with the core set of quality measures set forth in the RFA, and include electronic clinical quality measures (eCQMs), Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey measures, and a Patient Reported Outcome Measure (PROM), if available.

VII. Commitment to a Common Approach Towards Care Delivery Requirements and Accountability for Participating Practices

1. [PAYER] will align its care delivery requirements for participating practices in Year 1 with the care delivery requirements set forth in the RFA, and for Years 2-5, with the care delivery requirements applicable to each of those years (to be issued by CMS).

2. Except as may be required by state or federal law, [PAYER] agrees to not adopt, for purposes of implementing the commitments outlined in this MOU, any care delivery requirements that are wholly inconsistent with the care delivery requirements that CMS has set forth in the RFA.

VIII. Additional Commitments

1. [PAYER] agrees to participate in the CPC+ Model for the purpose of reporting data that CMS determines is necessary to monitor and evaluate the model (see 42 CFR § 403.1110). Such data may be requested by CMS periodically and may include, but not be limited to, data related to covered lives in each line of business, per-member-per-month non-visit-based financial support paid to participating practices, information regarding the performance-based incentive payments paid to participating practices, and information regarding the alternative reimbursement methodology developed by [PAYER] for Track 2 participating practices in [MARKET]. CMS will not share any data reported under 42 CFR § 403.1110 with the participating practices, other payers, or any other person or entity unless required to do so under applicable law.

2. If [PAYER] does not implement the commitments set forth in this MOU, CMS reserves the right to remove inclusion of [PAYER] from all materials and activities related to CPC+.

IX. [PAYER] and CMS' Mutual Commitments

1. [PAYER] and CMS each agree not to use the other party's logos in any communications without prior approval and to use such logos only in accordance with applicable law. Nothing in this MOU alters CMS' Medicare Marketing Guidelines that apply to Medicare Advantage Plans, Medicare Advantage Prescription Drug Plans, Prescription Drug Plans, and 1876 Cost Plans.

2. [PAYER] and CMS will each make reasonable good faith efforts to resolve in a timely fashion any issue that compromises either party's ability to meet a commitment set forth in this MOU.

3. From time to time, an Evaluation contractor hired by CMS will contact [PAYER]. [PAYER] agrees to cooperate with any and all such interviews.

X. Amendments

1. Any amendments to this Memorandum of Understanding must be made in writing.

[PAYER]	**CENTERS FOR MEDICARE & MEDICAID SERVICES**
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Appendix 1: Level of Support

This Appendix sets forth the level and method of support that [PAYER] has committed to provide participating practices in each track in [MARKET], and includes all clarifying documentation that [PAYER] believes is necessary to fully describe each level and method of support.

1. **Level and Method of Enhanced, Non-Visit-Based Financial Support**
2. **Level and Method of Performance-Based Incentive Payment**
3. **Level and Method of Alternative Reimbursement Methodology (Track 2 only)**

[PAYER]'s response to the CPC+ Solicitation for Payer Proposal and any clarifying documentation, if applicable, are hereby incorporated by reference. In the event of any inconsistency between this MOU, [PAYER]'s response, and the clarifying documentation submitted by [PAYER] along with its response, the clarifying documentation shall govern.