MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTERS FOR MEDICARE & MEDICAID SERVICES AND [VENDOR] 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 [VENDOR] is to outline [VENDOR]'s commitment to partnering with primary care practices participating in the Comprehensive Primary Care Plus (CPC+) Model, an initiative to strengthen primary care.

CPC+ seeks to strengthen primary care by testing a model of comprehensive, accountable primary care. CMS will select primary care practices to participate in one of two tracks offered under the CPC+ Model, both of which entail care delivery and payment redesign. Details about the design of the model, including the care delivery and payment redesign approach for each track, can be found in the <u>Request for Applications</u>.

Practices participating in Track 2 of the model must have specific health information technology (Health IT) functionality in order to meet the care delivery requirements required for that track. This MOU memorializes [VENDOR]'s commitment to partner with one or more Track 2 participating practices for the purposes described herein.

Through partnership with Track 2 primary care practices, CMS expects [VENDOR] will:

- Gain an understanding of the technology needs of Track 2 primary care practices that are participating in the model,
- Participate alongside practices, payers, and other stakeholders in a wide range of national learning activities that CMS's Center for Medicare and Medicaid Innovation (CMS Innovation Center) will facilitate for this model;

II. Definitions

- 1. CMS
 - a. "CMS" means the Centers for Medicare and Medicaid Services.
- 2. Payer
 - a. "Payer" means an entity that finances or reimburses health care costs.
- 3. Practice Partner
 - a. "Practice Partner" means a Track 2 practice that participates in CPC+.
- 4. 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 <u>here</u>.
- 5. Vendor

a. "Vendor" means an entity that sells Health IT.

III. [VENDOR'S] Commitments

- 1. [VENDOR] will work with one or more Practice Partners to ensure that Practice Partners have Health IT functionality that meets the requirements specified in the Request for Applications by [DATE].
- 2. [VENDOR] will have the opportunity to participate in virtual meetings at least quarterly with representatives of CMS, other CPC+ stakeholders (including other HIT vendors, practice representatives, and payers), and/or representatives of the Office of the National Coordinator for Health Information Technology (ONC). The purpose of the meetings will be to discuss the CPC+ requirements and other related topics.
- 3. During the time [VENDOR] works with one or more Practice Partners as described above, and for six months thereafter, [VENDOR] and CMS will consult with each other regarding the publication of any press release, external report, or statistical/analytical documentation that materially and substantially references the [VENDOR'S] work with such Practice Partners and that is specific to CPC+. External reports and statistical/analytical material may include, but are not limited to, papers, articles, professional publications, speeches, and product marketing materials.
 - a. All press releases, external reports, or statistical/analytical documents that are subject to this section must include the following statement on the first page: "The statements contained in this document are solely those of the authors and do not necessarily reflect the views or policies of CMS. The authors assume responsibility for the accuracy and completeness of the information contained in this document."
 - b. [VENDOR] 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.
 - c. [VENDOR] may include the following information, accompanied by the CPC+ logo, on its public website or other materials:

[VENDOR] is partnering with practices participating in a new initiative called Comprehensive Primary Care Plus. By partnering with participating primary care practices, we hope to help facilitate primary care practices' ability to manage their patient population's health, leading to smarter spending, better care, and healthier people.

[VENDOR] may not include any statement indicating or that could be read to mean that [VENDOR] is endorsed by the CMS Innovation Center, CMS, or the Department of Health and Human Services. [VENDOR] must remove any reference to ongoing work in CPC+ from any public facing websites or documents if and when [VENDOR] no longer works with any practices participating in the CPC+ Model. 4. Should [VENDOR] not abide by its commitments as set forth in this MOU, CMS reserves the right to discontinue including [VENDOR] in learning activities related to CPC+.

V. Amendments

Any amendments or changes to the MOU must be made in writing.

<u>CMS</u>	[VENDOR]
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: