The Community-based Care Transitions Program
PROGRAM AGREEMENT

Number: CT-

Participant:

1. **The Community-based Care Transitions Program (CCTP):** The program participant agrees to implement the program as specified in the participant's application and supporting amendments submitted to the Centers for Medicare & Medicaid Services (CMS). Changes in the terms of this agreement may be made only by written agreement of the parties. Any requests for modification to the terms, beyond the terms explicitly stated in this agreement, must be submitted in writing and approved by the CMS project officer (PO) prior to implementation and will be by mutual agreement of CMS and participant. Any modifications to the terms and conditions are incorporated in this agreement by reference on a prospective basis upon written CMS approval.

2. **Participation period:** The period of participation will begin the first of the month in which the participant initiates services and continue for 2 years. Participation may be extended on an annual basis for the remaining 3 years of the program if performance targets are met. The most critical performance target is the achievement of a 20 percent reduction in 30-day all-cause readmission rates over the 2-year period[1].

3. **Technical Consultation**: The CMS PO or designee will be available for technical consultation at the convenience of the participant within 5 working days of telephone calls and within 10 working days of written reports.

4. **Outreach Materials:** The participant shall submit to CMS for approval copies of all press releases and outreach materials including brochures, letters to physicians and/or beneficiaries, and media advertisements. Any press releases or outreach materials that include project results or financial information, projections of payments under the program, projected values of program services, or projected or actual savings are subject to approval by CMS prior to any release.

5. **Public Release of Information:** The participant is required to notify the CMS PO during the program period and for 6 months after the completion of the project of any report or any analytical material based on information obtained through this participation. In the course of this research, whenever the participant determines that a significant new finding has developed, the participant will communicate it to the CMS PO before formal dissemination to the general public.

[1] As an example, if the hospital's baseline readmission rate was 15 %, then a 10 % reduction in the rate would be a reduction of 1.5 % of points, resulting in a readmission rate of 13.5 %. A 20 % reduction would equate, in this example, to a readmission rate of 12 % at the end of the initial 2-year performance period.

6. **Presentation of Statistical or Analytical Material:** The participant shall obtain CMS approval for presentation of any report or statistical/analytical material based on information obtained through this participation. Presentation includes but is not limited to papers, articles, professional publication, speeches, and testimony.

7. **Contractor Support Billing and Patient Experience Survey:** CMS has contracted with Mathematica Policy Research (MPR) to provide implementation and monitoring support for the program. MPR is responsible for receipt and validation of the billing information as well as the Patient Experience Survey (PAM, CTM-3, select HCAHPS measures) responses. Participants are expected to attend training provided by MPR on billing requirements and processes and submit monthly list bills in accordance with the required format no later than the 5th day of the month following the month services were initiated. Bills that are received after the established cutoff date will not be paid until the following month. Participants will be paid for services provided to the same beneficiary no more frequently than once every 180 days. It is the participant's responsibility to ensure that bills submitted are not in violation of this requirement. MPR will perform retrospective audits using claims data to ensure that all of the services were provided only to eligible high-risk Medicare fee-for-service beneficiaries and that claims for individual beneficiaries had been submitted no more than once every 180 days. CMS reserves the right to recoup any erroneous payments. The participant agrees to identify one person within the organization to serve as liaison to MPR concerning all data reporting and survey matters. The participant agrees to attend the MPR training on survey administration and reporting. The participant agrees to administer the Patient Experience Survey and submit the raw data on a monthly basis in accordance with the methods presented in the training. MPR will provide each participant with a quarterly monitoring report that will include all of the claims based measures (all-cause readmission rates, emergency department visits, observation stays, mortality, length of stay, and time to physician follow-up). These reports will also include scores from the Patient Experience Survey.

8. **Technical Assistance Contractor:** CMS has contracted with the Lewin Group to provide technical assistance to participants through educational webinars and learning collaboratives. CMS will host up to three learning collaboratives per year in Baltimore, Maryland. Learning collaboratives are face-to-face meetings during which the top performers and subject matter experts present their experiences and findings and propose methods for possible adoption by the larger group. These meetings will last 1.5 days. The participant agrees to attend the initial training/orientation session provided by the Lewin Group and to adhere to the guidance provided in that session as it relates to learning collaboratives. A core team of representatives from each community partnership are required to attend all learning collaboratives (five to six over a 2-year period), participate in all preparatory conference calls, and complete all pre-work assignments required for each session at their own expense

9. **Evaluation:** CMS will contract with an independent evaluator to study the design and implementation of the program and to evaluate the outcomes of the program. The participant agrees to cooperate fully with the organization CMS engages to evaluate the

program. This will include providing additional information and data, including beneficiary-specific information, regarding program operations, intervention models, patient targeting, and other functions.

10. **Data:** All data provided by CMS will be used only for the purposes described in this document and in connection with the participants' performance of its obligations and rights under this program. The participant will return any data provided by CMS or more copies of those data at the conclusion of the project or will provide documentation that those data were destroyed. At any phase in the program, including at the program's conclusion, the participant, if so requested by the PO, must deliver to CMS all data used by the participant in the course of performing the services pursuant to this program, to be used by CMS solely to further the purpose of this program. Such data shall not be subject to use for any other purpose without prior written permission of the participant. All proprietary information and technology of the participant (including, without limitation, the specific proprietary algorithms used by the participant to identify or classify Medicare beneficiaries as potential enrollees for this project) are and shall remain the sole property of the participant. CMS does not acquire (by license or otherwise, whether expressed or implied) any intellectual property rights or other rights under this agreement to such proprietary information or technology.

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11. **Payment:** CMS will make payments to the participant based on the agreed upon per eligible discharge rate of **$** xxx.xx multiplied by the number of beneficiaries initially served in the previous month. Participants may request a rate change on a quarterly basis in order to refine their targeting methodology (target more beneficiaries at a reduced rate or target fewer with a more intense intervention). Rate change requests must be made to the CMS PO 30 days in advance of the effective date. Although rates may be adjusted up or down to allow for targeting flexibility, payments over the 2 years may not exceed the total maximum amount of **$** xxx.xx. This amount was calculated by multiplying the participant's projected annual program payments by two.

12. **Confidentiality:** The participant shall develop and submit a detailed plan within 30 days (and prior to receipt of any confidential information) of the date of the Program Agreement signature on how it will adequately protect the security and privacy of all program-related information that can be used alone or with other available information to identify an individual. The plan must specify that all such information is confidential, that it may not be used or disclosed directly or indirectly except for purposes as permitted by the agreement or the applicable Business Associate Agreement. If the participant is a HIPAA-covered entity, its plan documents submitted under this provision must be in compliance with 45 C.F.R. Parts 160 and 164, and the participant must complete the attached HIPAA Business Associate Agreement (Attachment A).

13. **Security:** The participant must put all appropriate administrative, technical, and physical safeguards in place before the start date of the participation period to protect the privacy and security of protected health information in accordance with 45 CFR §164.530(c). The participant must meet the security standards, requirements, and implementation specifications as set forth in 45 CFR Part 164, Subpart C, the HIPAA Security Rule. The

participant must complete the attached **HIPAA Security Attestation Statement** (Attachment B).

14. **Withdrawal:** If the participant decides to withdraw from the program and terminate this agreement prior to the end of the program period, the participant must notify CMS 90 calendar days before the planned day of withdrawal and termination of this agreement. CMS will not be liable for any close-out costs that are borne by the participant for withdrawal.

15. **Termination:** CMS may terminate the program any time before the date of expiration. CMS will promptly notify the in advance of such termination and the reasons for it, together with the effective da**t**e. Cause for program termination may include (but is not limited to): failure to meet performance targets; pervasive beneficiary or provider dissatisfaction; commitment of Medicare fraud; failure to cooperate with CMS contractors; aberrant billing patterns; or failure to attend and actively participate in learning collaboratives.

16. **Acceptance of Application and Terms and Conditions of Agreement:** A representative of the participant who can legally sign contracts and bind the participant shall sign this agreement below, indicating acceptance of all provisions contained within this program application and agreement.

By: _____

Linda M. Magno, Director Date
Medicare Demonstrations Group
Center for Medicare & Medicaid Innovation

For Participant: _____

By: _____

(Print Name and Title) Date

2 Attachments:
Attachment A - HIPAA Business Associate Provision
Attachment B - HIPAA Security Attestation Statement