

# MARYLAND PRIMARY CARE PROGRAM

## CARE TRANSFORMATION ARRANGEMENT

This Care Transformation Arrangement (“Arrangement”) is between [name of CTO], a care transformation organization (the “CTO”), and [name of Practice], (the “Practice”) (each a “Party,” and collectively the “Parties”).

The CTO has been selected by the Centers for Medicare and Medicaid Services (“CMS”), Center for Medicare and Medicaid Innovation (“CMMI”), to serve as a care transformation organization in the Maryland Primary Care Program (“MDPCP”). The Practice is a primary care practice that provides health care services to Medicare beneficiaries, among others, in the State of Maryland.

This Arrangement sets forth the terms and conditions under which the CTO will provide to the Practice certain care transformation services and resources consistent with MDPCP requirements.

1. Participation Agreements. Prior to the Effective Date of this Arrangement, the CTO must sign an MDPCP Participation Agreement with CMMI (the “CTO Participation Agreement”). Prior to the Effective Date of this Arrangement, the Practice must sign an MDPCP Participation Agreement with CMMI (the “Practice Participation Agreement”). If either Party does not sign a Participation Agreement with CMMI prior to the Effective Date of this Arrangement, then this Arrangement shall be deemed null ab initio.
2. Effective Date. The Effective Date of this Arrangement is the later of January 1, 2019, or January 1 of the year following the date this Arrangement is signed by the last Party to sign it (as indicated by the date associated with that Party’s signature). A Party’s performance obligations under this Arrangement shall not begin prior to the Effective Date.
3. Term of Arrangement. This Arrangement is effective for a minimum of one full Performance Year, which consists of a 12-month period beginning on January 1 of each year, and will renew automatically on January 1 of each year, until terminated by either party in accordance with Section 12 of this Arrangement. This Arrangement is subject to early termination by either Party only if: (1) CMS terminates either the CTO Participation Agreement or the Practice Participation Agreement, or (2) if CMS authorizes, in writing, such early termination of this Arrangement.
4. Offer and Selection of CTO Services. The CTO has offered to provide any and all of the CTO Services to the Practice, as listed in Appendix A. The Practice is responsible for meeting the Care Transformation Requirements as defined by the Practice Participation Agreement. The CTO will support the Practice in meeting those requirements. The CTO offers these same CTO Services to all participating practices within the same service option level and Track. The Practice chooses services by initialing next to the service listed in Appendix A. The CTO will provide those services listed in Appendix A. The Practice will be considered to have declined those CTO Services that have been struck through or are left blank next to the listed CTO Service.
5. Care Management Fees. CMS will calculate the Practice’s Care Management Fees (“CMF”) according to the CTO Participation Agreement, the Practice Participation Agreement, and the methodologies described therein. The CTO will receive 50% of the CMF payment amount calculated by CMS, and the remaining 50% of such CMF payment amount will be paid to the Practice.
6. Lead Care Manager. The CTO will provide the Practice with one or more individuals who are fully dedicated to care management functions of the Practice (the “Lead Care Manager”). The CTO will provide the Practice with at least one Lead Care Manager for every 2,000 MDPCP Beneficiaries attributed to the Practice.
7. Data Sharing and Privacy. The Practice authorizes the CTO to have access to all clinical data available in the electronic medical records or shared through the State-Designated Health Information Exchange (“HIE”), including personal health information, of MDPCP Beneficiaries attributed to the Practice. The Practice authorizes the CTO to have access via CRISP to quality and utilization reports available to the Practice. The CTO will include a Business Associate Agreement (“BAA”) for the Practice to approve. The BAA will govern their data sharing, use, and confidentiality, a copy of which is in Appendix B. Each Party will comply with HIE policies and regulations, including patient education requirements, and will execute any separate agreement that may be required by CRISP.
8. Notification of Changes in Medicare Enrollment. The Practice will notify the CTO of any changes to the Practice’s Medicare beneficiary enrollment information within thirty (30) days after such changes occur.

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- 9. No Remuneration Provided. Neither the CTO nor the Practice has offered, given, or received remuneration in return for, or to induce business other than the business covered under this CTO Arrangement.
- 10. Practice of Medicine or Professional Services Not Limited by this Arrangement. The Arrangement does not limit or restrict in any way the ability of the Practice and its clinician(s) to make medical decisions that they consider in their professional judgment to be in the best interest of a MDPCP Beneficiary.
- 11. Compliance with All Applicable Laws. This Arrangement does not alter or amend the Parties' being bound to comply with all relevant federal and State laws, including, but not limited to, health care fraud and abuse laws, HIPAA, and the Maryland Medical Practice Act. The CTO will continue to be bound by the terms of the CTO Participation Agreement, and the Practice will continue to be bound by the terms of the Practice Participation Agreement.
- 12. Termination. Either Party may terminate this Arrangement annually or earlier by providing written notice of termination to the other Party, CMS and the Program Management Office. If the Practice or CTO decides to terminate this Arrangement for any reason, it must provide written notice in accordance with the notification and termination requirements stated in the applicable MDPCP Participation Agreements. This Arrangement automatically terminates thirty (30) days after the termination of either the CTO Participation Agreement or the Practice Participation Agreement.
- 13. Copies and Retention of Arrangement. The Practice will provide a copy of this Arrangement to the CTO and the Maryland Department of Health, Program Management Office, within thirty (30) days of execution. The CTO will retain copies of this Arrangement for a period of ten (10) years following expiration or termination of the CTO Participation Agreement. The CTO will, upon request, provide copies of this Arrangement to the federal government, including, but not limited to, CMS, the HHS Office of the Inspector General, or the Comptroller General.
- 14. Amendments. The Parties may amend this Arrangement including, but not limited to, the CTO Services offered and provided, at any time upon mutual written consent. The CTO must continue to offer the same CTO Services to all participating practices within the same service option level and Track, as specified in Section 4 of this Arrangement.

IN WITNESS THEREOF, and in acknowledgement of the aforementioned, the authorized representatives of the CTO and the Practice do hereby indicate their approval and consent:

**FOR THE CARE TRANSFORMATION ORGANIZATION:**

**FOR THE PRACTICE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**Appendix A:**

**CTO Services/Personnel Offered and Practice Selection**

**CTO Statement on offering:**

Comprehensive Primary Care Functions of Advanced Primary Care	Care Transformation Requirement	Practice Track Requirement	CTO Support (describe staff types and services)	Practice Selection (initial in box)
Access and Continuity	Empanel attributed beneficiaries to practitioner or care team.	Track 1 + 2	Staff: Services:	
Access and Continuity	Ensure attributed beneficiaries have 24/7 access to a care team or practitioner with real-time access to the EHR.	Track 1 + 2	Staff: Services:	
Access and Continuity	Ensure attributed beneficiaries have regular access to the care team or practitioner through at least one alternative care strategy.	Track 2 only	Staff: Services:	
Care Management	Ensure all empaneled, attributed beneficiaries are risk stratified.	Track 1 + 2	Staff: Services:	
Care Management	Ensure all attributed beneficiaries identified as increased risk and likely to benefit receive targeted, proactive, relationship-based (longitudinal) care management.	Track 1 + 2	Staff: Services:	
Care Management	Ensure attributed beneficiaries receive a follow-up interaction from your practice within one week for ED discharges and two business days for hospital discharges.	Track 1 + 2	Staff: Services:	

Comprehensive Primary Care Functions of Advanced Primary Care	Care Transformation Requirement	Practice Track Requirement	CTO Support (describe staff types and services)	Practice Selection (initial in box)
Care Management	Ensure targeted, attributed beneficiaries who have received follow-up after ED, hospital discharge, or other triggering events receive short-term (episodic) care management.	Track 1 + 2	Staff:	
			Services:	
Care Management	Ensure attributed beneficiaries in longitudinal care management are engaged in a personalized care planning process, which includes at least their goals, needs, and self-management activities.	Track 2 only	Staff:	
			Services:	
Care Management	Ensure attributed beneficiaries in longitudinal care management have access to comprehensive medication management.	Track 2 only	Staff:	
			Services:	
Comprehensiveness and Coordination across the Continuum of Care	Ensure coordinated referral management for attributed beneficiaries seeking care from high-volume and/or high-cost specialists as well as EDs and hospitals.	Track 1 + 2	Staff:	
			Services:	
Comprehensiveness and Coordination across the Continuum of Care	Ensure attributed beneficiaries with behavioral health needs have access to care consistent with at least one option from a menu of options for integrated behavioral health supplied to attributed beneficiaries by the Practice	Track 1 + 2	Staff:	
			Services:	
Comprehensiveness and Coordination across the Continuum of Care	Facilitate access to resources that are available in your community for beneficiaries with identified health-related social needs	Track 2 only	Staff:	
			Services:	

Comprehensive Primary Care Functions of Advanced Primary Care	Care Transformation Requirement	Practice Track Requirement	CTO Support (describe staff types and services)	Practice Selection (initial in box)
Beneficiary & Caregiver Experience	Convene a Patient-Family/Caregiver Advisory Council (PFAC) at least annually and integrate PFAC recommendations into care and quality improvement activities.	Track 1 + 2	Staff:	
			Services:	
Beneficiary & Caregiver Experience	Engage attributed beneficiaries and caregivers in a collaborative process for advance care planning	Track 2 only	Staff:	
			Services:	
Planned Care for Health Outcomes	Continuously improve your performance on key outcomes, including cost of care, electronic clinical quality measures, beneficiary experience, and utilization measures.	Track 1 + 2	Staff:	
			Services:	

SAMPLE

**Appendix B:**  
**Business Associate Agreement**  
**between the CTO and the Practice**

[Attached hereto]

SAMPLE