

# MARYLAND PRIMARY CARE PROGRAM

## CARE TRANSFORMATION ARRANGEMENT

This Care Transformation Arrangement (“Arrangement”) is between Aledade Accountable Care 30, LLC, a care transformation organization (the “CTO”), and \_\_\_\_\_, (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 January 1, 2024. 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, or upon the execution of a new CTO 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 Practice is responsible for meeting the Care Transformation Requirements as listed in Appendix A. The CTO will support the Practice in meeting those requirements including any support specified in the either the CTO or Practice Participation Agreements. The CTO has offered to provide any and all of the CTO Services to the Practice, as listed in the package selected in Appendix B. The CTO offers these same CTO Services to all participating practices within the same service option level and Track.
5. CTO Payment Split. CMS will calculate the Practice’s Care Management Fees (“CMF”), Health Equity Advancement and Resource Transformation (“HEART”) payment, and Population-Based Payment (“PBP”), as applicable, according to the CTO Participation Agreement, the Practice Participation Agreement, and the Payment Methodologies described therein. In accordance with the Practice’s selection that was submitted to CMS, the payment split will be as follows:
  - Option 1: CTO provides Lead Care Manager**
    - For Track 2 practices, the CTO will receive **50%** of the practice’s CMF payment amount calculated by CMS (including HEART payment), and the remaining **50%** of such CMF payment amount will be paid to the partner Practice.
    - For Track 3 practices, the CTO will receive **40%** of the PBP payment and the HEART payment, and the remaining **60%** of the PBP and the HEART payment will be paid to the partner Practice.
  - Option 2: Practice provides Lead Care Manager**
    - For Track 2 practices, the CTO will receive **30%** of the practice’s CMF payment amount calculated by CMS (including HEART payment) and the remaining **70%** of such CMF payment amount will be paid to the partner Practice.
    - For Track 3 practices, the CTO will receive **24%** of the PBP and HEART payment, and the remaining **76%** of the PBP and HEART payment will be paid to the partner Practice.

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6. Lead Care Manager. For practices choosing Option 1, 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”), and additional services selected in accordance with Section 4. For practices choosing Option 2, the practice will have its own care manager(s) to work in conjunction with the CTO and the CTO’s offerings in accordance with Section 4. Practice will identify care manager responsible for working with the CTO.
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 C. 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 enrollment information within thirty (30) days after such changes occur.
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 on the Effective Date of 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.
15. Pre-Existing Practice Property. CTO acknowledges and agrees that Practice owns all rights, title and interest to all property, including but not limited to goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to CTO by Practice (the “Practice Property”). CTO agrees to destroy or return the Practice Property back to Practice promptly upon Practice’s request (such destruction or return at CTO’s option), but in any event, after CTO is finished using the Practice Property in performing its obligations under this Arrangement. Except as set forth herein, CTO shall not acquire any title, right, or interest in the Practice Property. Practice Property shall explicitly exclude patient-related data of any kind produced and developed by CTO that is based upon, derived from, or otherwise related to, in whole or in part, patient-related information received by CTO from CMS and Practice

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(except for Protected Health Information).

16. Pre-Existing CTO Property. Practice acknowledges and agrees that CTO owns all rights, title and interest to all property, including, but not limited to, goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to Practice by CTO (the "CTO Property"). Practice agrees to deliver the CTO Property back to CTO promptly upon CTO's request, but in any event, after Practice is finished using the CTO Property in performing its obligations under this Arrangement. Practice shall not acquire any title, right, or interest in the CTO Property.
17. Modifications and Derivatives. All enhancements, modifications and derivative works made to the Practice Property, including any services provided by Practice with the Practice Property (collectively, "Practice Derivatives"), shall be owned by Practice; provided however, that the combination of the CTO Property with the Practice Property shall not constitute Practice Derivatives. To the extent, if any, that CTO obtains any right, title or interest in or to any Practice Derivatives, CTO hereby irrevocably assigns to Practice all right, title and interest in and to Practice Derivatives. All enhancements, modifications and derivative works made to the CTO Property and/or CTO's ACO activities (but excluding the Practice Property and Practice Derivatives) (collectively, "CTO Derivatives"), shall be owned by CTO. To the extent, if any, that Practice obtains any right, title or interest in or to any CTO Derivatives, Practice hereby irrevocably assigns to CTO all right, title and interest in and to CTO Derivatives.
18. Confidentiality. Neither Practice nor CTO shall disclose to any unauthorized third party, confidential and proprietary information collected or exchanged pursuant to CTO's policies and procedures or in connection with this Arrangement or any information which would, under the circumstances, appear to a reasonable person to be confidential or proprietary ("Confidential Information"), unless such disclosure is (i) required by law, (ii) authorized in writing by the Party that owns the Confidential Information, (iii) disclosed to other practices to which CTO provides services or practices in other accountable care organizations owned and operated by an affiliate of CTO solely for the purpose of evaluating and/or improving clinical quality and efficiency pursuant to CTO's and its affiliates' policies, (iv) made to a party's directors, managers, officers, employees, consultants, advisors, affiliates, counsel, and accountants ("Agents") on an as-needed basis, but only if such Agent has agreed in writing to maintain confidentiality of such information, or (v) disclosed in a manner that does not identify the patient or the physician and is produced for the purpose of studying or demonstrating CTO performance. Any disclosure on the part of one Party to the other pursuant to this Arrangement shall not be deemed to constitute a transfer, assignment or license of the same and such information shall remain the sole and exclusive property of the disclosing party. The Parties agree that enforcement of this section may be through injunction, in addition to all other remedies that may be available to a Party at law or in equity.

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

\_\_\_\_\_  
MDPCP CTO ID

\_\_\_\_\_  
MDPCP Practice ID

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MDPCP CTO Name

MDPCP Practice Name

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

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

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### Appendix A:

#### Care Transformation Requirements

Comprehensive Primary Care Functions of Advanced Primary Care	Care Transformation Requirement	Practice Track Requirement
Access and Continuity	1.1 Empanel attributed beneficiaries to practitioner or care team.	Tracks 2 & 3
	1.2 Ensure attributed beneficiaries have 24/7 access to a care team or practitioner with real-time access to the EHR.	Tracks 2 & 3
	1.3 Ensure attributed beneficiaries have regular access to the care team or practitioner through at least one alternative care strategy.	Tracks 2 & 3
Care Management	2.1 Ensure all empaneled, attributed beneficiaries are risk stratified.	Tracks 2 & 3
	2.2 Ensure all attributed beneficiaries identified as increased risk and likely to benefit receive targeted, proactive, relationship-based (longitudinal) care management.	Tracks 2 & 3
	2.3 Ensure attributed beneficiaries receive a follow-up interaction from your practice within one week for ED discharges and two business days for hospital discharges.	Tracks, 2& 3
	2.4 Ensure targeted, attributed beneficiaries who have received follow-up after ED, hospital discharge, or other triggering events receive short-term (episodic) care management.	Tracks, 2& 3
	2.5 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.	Tracks 2 & 3
	2.6 Ensure attributed beneficiaries in longitudinal care management have access to comprehensive medication management.	Tracks 2 & 3
Comprehensiveness and Coordination across the Continuum of Care	3.1 Ensure coordinated referral management for attributed beneficiaries seeking care from high-volume and/or high-cost specialists as well as EDs and hospitals.	Tracks 2 & 3
	3.2 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	Tracks 2 & 3
	3.3 Facilitate access to resources that are available in your community for beneficiaries with identified health-related social needs	Tracks 2 & 3
Beneficiary & Caregiver Experience	4.1 Convene a Patient-Family/ Caregiver Advisory Council (PFAC) at least annually and integrate PFAC recommendations into care and quality improvement activities.	Tracks 2 & 3
	4.2 Engage attributed beneficiaries and caregivers in a collaborative process for advance care planning	Tracks 2 & 3

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Comprehensive Primary Care Functions of Advanced Primary Care	Care Transformation Requirement	Practice Track Requirement
Planned Care for Health Outcomes	5.1 Continuously improve your performance on key outcomes, including cost of care, electronic clinical quality measures, beneficiary experience, and utilization measures.	Tracks 2 & 3

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### Appendix B:

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

#### Package A (Option 1: CTO provides Lead Care Manager (50/50% for T2, 40/60% for T3))

Personnel and Services, Defined:

**Regional Medical Director (HQ):** Physician overseeing clinical strategy and initiatives

**Local Medical Directors (Maryland):** Practicing Maryland physician to work closely with Regional Medical Director to facilitate clinical program execution

**Executive Director or Market President:** Oversees performance and operational strategy

**Market Manager:** Dedicated staff to understand policy structure of MDPCP, to ensure compliance of all practices with the program, and to assist with attestation and reporting in the partner practices

**Practice Transformation Specialist:** Devoted to virtual and on-site visits to help with implementation of initiatives and adoption of the Aledade App

**Manager, Care Management (CM):** Provides on-site & virtual visits with practices for training and CM onboarding, practice training sessions, patient management, and tools to ensure clinical success and progression in the MDPCP program

**Lead Care Manager:** A dedicated care manager hired and managed by the Aledade CTO who will provide ER follow-up, Transitional Care Management visit scheduling, and longitudinal care management for high risk patients

**Community Health Worker:** Care team member focused on supporting the specific socioeconomic needs of HEART patients

**The Aledade App:** Point-of-care population health platform designed to enhance practice workflows, risk stratify population, facilitate care management, and identify the patients most in need of primary care services

**Data Analytics:** Analytics team dedicated to generating practice-level and CTO-level Key Performance Indicators (KPIs) for specific initiatives (AWVs, TCMs, Care Management, Risk) that will deliver success in the MDPCP

**Pharmacist:** Dedicated staff responsible for identification of pharmacy cost saving opportunities, development of educational resources, curbside consults, pharmacy data analysis and operationalization of pharmacy products to support the practices

**Pharmacy Technician:** Supports outreach and other patient assistance efforts tied to pharmacy initiatives. Assists Care Manager with ED follow up calls and scheduling, as needed

Service Category	Care Requirement & Quality Measure	Description	Staff Type	Ratio of staff (FTE) to practice
Behavioral Health Integration (BHI)	Comprehensiveness & Coordination 3.2	Assist with contractual arrangement through Collaborative Care Vendor(s) - with psychiatric oversight and consult, as needed, and/or Mosaic	Practice Transformation Specialist	1:16 practice
Medication Management	Care Management 2.6	Centralized pharmacist and pharmacy technician dedicated to Maryland and overseen by Aledade's pharmacy team; will implement Aledade's Comprehensive Medication Management program.	PharmD Pharmacy Tech	1:30 practices 1:30 practices

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Social Determinants Screening & Referral	Comprehensiveness & Coordination 3.3	Supports practice workflows for practice to complete screening and referrals. Lead care manager will screen all patients enrolled in Care Management for unmet social needs and link patients in care management to available social resources. Community Health Worker will link HEART beneficiaries with unmet social needs to available social resources.	Manager, Care Mgt Lead Care Manager Community Health Worker	1:30 practices 1:5 practices 1:30 practices
Alternative Care (e.g., Telehealth, home visits)	Access & Continuity 1.3	Telehealth platform can be provided via the Aledade App.	Aledade App	1:1 practice
Transitional Care Management (TCM)	Care Management 2.2, 2.3, 2.4, 2.5, 2.6	Aledade CTO staff will be dedicated to practices to perform ED follow up calls. Lead CM to provide 2-day TCM outreach and provide episodic care management. Manager, Care Mgt provides oversight to Lead Care Manager for TCM and episodic care management. Medical Director available for consultation. Aledade App provides listing of hospital discharges needed to be outreached.	Manager, Care Mgt Medical Director Lead Care Manager	1:30 practices 1:30 practices 1:5 practices
Care Planning & Self-Management Support	Care Management 2.5, Beneficiary & Caregiver Experience 4.2	The Aledade App has a care management module to assist in the management of enrolled CM patients. EHR care plan template creation and training by the Manager, Care Mgt; Lead Care Manager will provide longitudinal care management for 5% of the attributed beneficiaries with an individualized care plan documented in the practice EHR. The Medical Director provides consultation.	Manager, Care Mgt MD Lead Care Manager Aledade App	1:30 practices 1:30 practices 1:5 practices 1:1 practice
Population Health Management & Analytics	Planned Care for Health Outcomes 5.1, eCQMs, Utilization	Aledade has a dedicated Analytics team that tracks outcomes and develops process metrics for improvement (e.g. AWV and TCM performance in the App; patient-specific info to improve performance on BP). Executive Director, Market Manager and Practice Transformation Specialist develop reports and provide strategic guidance. The Daily Huddle in the Aledade App facilitates interdisciplinary care team meetings to enhance beneficiary care, and the Aledade risk stratification tool allows for identification of high-risk patients.	Aledade App Impact Analytics Executive Director Market Manager Practice Transformation Specialist	1:1 practice 1:30 practices 1:30 practices 1:30 practices 1:16 practices



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Clinical & Claims Data Analysis	Care Management 2.1-2.4, Utilization	Aledade offers a four-tiered risk stratification tool that incorporates into the Aledade App. The stratification uses the Aledade risk score, which combines HCC with clinical and utilization data to derive an overall score. This allows for actionable step-one stratification; the Lead Care Manager will perform the 2nd step risk stratification utilizing additional information in the EHR and clinical judgment for patients that are high risk and/or have had a recent ED or hospitalization. The care management module in the app allows for tracking and management of episodic and longitudinal care management. The Manager, Care Mgt provides oversight of the process with Medical Director consultation available as needed.	Aledade App Manager, Care Mgt Lead Care Manager Medical Director	1:1 practice 1:30 practices 1:5 practices 1:30 practices
Patient Family Advisory Councils (PFACs)	Beneficiary & Caregiver Experience 4.1	Practice Transformation Specialist can provide materials, resources and guidance to help facilitate PFAC	Market Manager Practice Transformation Specialist	1:30 practices 1:16 practices
Quality & Utilization Performance	Planned Care for Health Outcomes 5.1, eCQMs	Practice Transformation Specialist will encourage practice to review their quality metrics, i.e., eCQMs and Care Transformation Requirements to ensure they are meeting the benchmarks set forth by CMS.	Practice Transformation Specialist	1:16 practices
Referral Management	Comprehensiveness & Coordination 3.1	Workflow coaching to refine referral process; assist practice with CRISP reports to identify high -value, low-cost specialists; identification of specialist “super utilizers” on whom to intervene.	Market Manager Practice Transformation Specialist Aledade App	1:30 practices 1:16 practices 1:1 practice
Other	Program Tracking	The CTO will provide a practice-specific milestones document that will track the practice’s performance on program requirements through three states of maturity. CTO will also provide practice-specific tracking on Key Performance Metrics (KPIs) relating to the incentivized metrics (quality and utilizations). The Practice Transformation Specialist, Market Manager and Medicare Directors will work closely with practice/providers to discuss performance and path towards improvement.	Medical Director Market Manager Practice Transformation Specialist	1:30 practices 1:30 practices 1:16 practices

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### Package B (Option 2: Practice provides Lead Care Manager (30/70% for T2, 24/76% for T3))\*

Personnel and Services, Defined:

**Regional Medical Director (HQ):** Physician overseeing clinical strategy and initiatives

**Local Medical Directors (Maryland):** Practicing Maryland physician to work closely with Regional Medical Director to facilitate clinical program execution

**Executive Director or Market President:** Oversees performance and operational strategy

**Market Manager:** Dedicated staff to understand policy structure of MDPCP, to ensure compliance of all practices with the program, and to assist with attestation and reporting in the partner practices

**Practice Transformation Specialist:** Provides virtual and on-site visits to practices to help with implementation of initiatives and adoption of the Aledade App

**Manager, Care Management (CM):** Provides on-site & virtual visits with practices for training and CM onboarding, practice training sessions, patient management, and tools to ensure clinical success and progression in the MDPCP program

**Community Health Worker:** Care team member focused on supporting the specific socioeconomic needs of HEART patients

**The Aledade App:** Point-of-care population health platform designed to enhance practice workflows, risk stratify population, facilitate care management, and identify the patients most in need of primary care services

**Data Analytics:** Analytics team dedicated to generating practice-level and CTO-level Key Performance Indicators (KPIs) for specific initiatives (AWVs, TCMs, Care Management, Risk) that will deliver success in the MDPCP

**Pharmacist:** Dedicated staff responsible for identification of pharmacy cost saving opportunities, development of educational resources, curbside consults, pharmacy data analysis and operationalization of pharmacy products to support the practices

**Pharmacy Technician:** Supports outreach and other patient assistance efforts tied to pharmacy initiatives

Service Category	Care Requirement & Quality Measure	Description	Staff Type	Ratio of staff (FTE) to practice
Behavioral Health Integration (BHI)	Comprehensiveness & Coordination 3.2	Assist with contractual arrangement through Collaborative Care vendor(s) - with psychiatric oversight and consult, as needed, and/or Mosaic	Practice Transformation Specialist	1:16 practice
Medication Management	Care Management 2.6	Centralized pharmacist dedicated to Maryland and overseen by Aledade's pharmacy team; will implement Aledade's Medication Management Therapy (MTM) approach.	PharmD Pharmacy technician	1:30 practices 1:30 practices
Social Determinants Screening & Referral	Comprehensiveness & Coordination 3.3	Supports practice workflows for practice to complete screening and referrals. Community Health Worker will link HEART beneficiaries with unmet social needs to available social resources.	Manager, Care Mgt Community Health Worker	1:30 practices 1:30 practices
Alternative Care (e.g., Telehealth, home visits)	Access & Continuity 1.3	Telehealth platform can be provided via the Aledade App.	Aledade App	1:1 practice

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Transitional Care Management (TCM)	Care Management 2.2, 2.3, 2.4, 2.5, 2.6	Aledade App provides a listing of hospital discharges needing to be outreached. The Practice Transformation Specialist will train the practice staff how to utilize the App to make the 2-day TCM outreach. The Manager, Care Mgt can provide training for the practice's Care Manager on episodic care management. The Medical Director is available for oversight and consultation.	Aledade App Practice Transformation Specialist Manager, Care Mgt Medical Director	1:1 practice 1:16 practices 1:30 practice 1:30 practices
Care Planning & Self-Management Support	Care Management 2.5, Beneficiary & Caregiver Experience 4.2	The Aledade App has a care management module to assist in the management of enrolled CM patients. Manager, Care Mgt, provides care plan templates/examples. The Medical Director provides consultation.	Manager, Care Mgt Medical Director Aledade App	1:30 practices 1:30 practices 1:1 practice
Population Health Management & Analytics	Planned Care for Health Outcomes 5.1, eCQMs, Utilization	Aledade has a dedicated Analytics team that tracks outcomes and develops process metrics for improvement (e.g. AWV and TCM performance in the App; patient-specific info to improve performance on BP). Executive Director, Market Manager and Practice Transformation Specialist develop reports and provide strategic guidance. The Daily Huddle in the Aledade App facilitates interdisciplinary care team meetings to enhance beneficiary care, and the Aledade risk stratification tool allows for identification of high-risk patients.	Aledade App Impact Analytics Executive Director Market Manager Practice Transformation Specialist	1:1 practice 1:30 practices 1:30 practices 1:30 practices 1:16 practices
Clinical & Claims Data Analysis	Care Management 2.1-2.4, Utilization	Aledade offers a four-tiered risk stratification tool that incorporates into the Aledade App; The stratification uses the Aledade risk score, which combines HCC with clinical and utilization data to derive an overall score. This allows for actionable step-one stratification; the practice will need to perform the 2nd step risk stratification utilizing additional information in the EHR and clinical judgment for patients that are high risk and/or have had a recent ED or hospitalization. The care management module in the app allows for tracking and management of episodic and longitudinal care management. The Manager, Care Mgt provides training on risk stratification process and identification of patients for care management intervention.	Aledade App Manager, Care Mgt	1:1 practice 1:30 practices

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Patient Family Advisory Councils (PFACs)	Beneficiary & Caregiver Experience 4.1	Practice Transformation Specialist can provide materials, resources and guidance to help facilitate PFAC	Market Manager Practice Transformation Specialist	1:30 practices 1:16 practices
Quality & Utilization Performance	Planned Care for Health Outcomes 5.1, eCQMs	Practice Transformation Specialists will encourage practice to review their quality metrics, i.e., eCQMs and Care Transformation Requirements to ensure they are meeting the benchmarks set forth by CMS.	Practice Transformation Specialist	1:16 practices
Referral Management	Comprehensiveness & Coordination 3.1	Workflow coaching to refine referral process; assist practice with CRISP reports to identify high -value, low-cost specialists; identification of specialist “super utilizers” on whom to intervene.	Market Manager Practice Transformation Specialist Aledade App	1:30 practices 1:16 practices 1:1 practice
Other		The CTO will provide a practice-specific milestones document that will track the practice’s performance on program requirements through three states of maturity. CTO will also provide practice-specific tracking on Key Performance Metrics (KPIs) relating to the incentivized metrics (quality and utilizations). The Practice Transformation Specialist, Market Manager and Medicare Directors will work closely with practice/providers to discuss performance and path towards improvement.	Medical Director Market Manager Practice Transformation Specialist	1:30 practices 1:30 practices 1:16 practices

\*Practice will have its own care manager to work in conjunction with the CTO and the CTO’s offerings.

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Final Practice Selection

- Package A (Option 1: CTO provides Lead Care Manager (50/50% for T2, 40/60% for T3)
- Package B (Option 2: Practice provides Lead Care Manager (30/70% for T2, 24/76% for T3)

Practice Signature \_\_\_\_\_ CTO Signature \_\_\_\_\_

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### Appendix C:

#### **Business Associate Agreement between the CTO and the Practice**

This Business Associate Agreement (this “**BAA**”) is made as of [REDACTED] (the “**Effective Date**”), by and between Aledade Accountable Care 30, LLC, a Delaware limited liability company (“**Business Associate**”) and [REDACTED] (“**Covered Entity**”) (individually a “**Party**” and collectively the “**Parties**”).

#### **RECITALS**

WHEREAS, pursuant to the Care Transformation Arrangement (the “**Underlying Agreement**”) entered into by the Parties, Business Associate provides services to or on behalf of Covered Entity (the “**Services**”);

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain Protected Health Information (“**PHI**”), as that term is defined under HIPAA; and

WHEREAS, Covered Entity desires to receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI in the course of providing services to or on behalf of Covered Entity and this Agreement is incorporated into the Underlying Agreement.

WHEREAS, the Parties desire to enter into this BAA to protect the privacy and security of such PHI in accordance with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and associate regulations, including the privacy regulations located at 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “**Privacy Rule**”), the security regulations located at 45 C.F.R. Part 160 and Subparts A and C of Part 164 (the “**Security Rule**”), and the breach notification regulations located at 45 C.F.R. Subpart D of Part 164 (the “**Breach Notification Rule**,” all as amended from time to time, collectively the “**HIPAA Regulations**”); and

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** For purposes of this BAA, all capitalized terms will have the meaning set forth in the HIPAA Regulations. In addition, the Parties acknowledge and agree that any reference to:

A. “**Discovery**” means the first day on which a Breach is known to Business Associate, or, by exercising reasonable diligence would have been known to Business Associate.

B. “**Protected Health Information**” or “**PHI**” will be expressly limited to that Individually Identifiable Health Information that Business Associate Uses, Discloses, creates, receives, maintains, and/or transmits for or on behalf of Covered Entity to perform the Services.

C. “**Unsuccessful Security Incident**” means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI.

2. **PERMITTED USES AND DISCLOSURES.**

A. **Uses.** Business Associate may Use PHI for (i) the purposes described in the Underlying Agreement, and (ii) the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

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B. **Disclosures.** Business Associate may Disclose PHI for (i) the purposes described in the Underlying Agreement, and (ii) the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the Disclosures are (a) Required by Law, or (b) Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that the PHI will remain confidential and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

C. **Covered Entity Obligations.** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule as they apply to Covered Entity in the performance of such obligation(s). Except as permitted in this BAA, Business Associate may not Use or Disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity.

D. **De-Identification and Data Aggregation.** Business Associate may (i) create de-identified information from PHI as described under 45 C.F.R. §164.514, and/or (ii) perform Data Aggregation services related to the Health Care Operations of Covered Entity.

E. **Minimum Necessary.** Business Associate will, consistent with the minimum necessary standard set forth at 45 C.F.R. § 164.502(b), make reasonable efforts to request, Use or Disclose the minimum PHI necessary to accomplish the intended purpose of the Use, Disclosure, or request.

3. **SAFEGUARDS.** Business Associate has adopted, implemented and will maintain throughout the Term (defined below), administrative, physical and technical safeguards as required by the Security Rule to protect the confidentiality and security of Electronic PHI obtained from, or created on behalf of, Covered Entity.

4. **SUBCONTRACTORS.** Business Associate will ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same or materially similar restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI.

### 5. NOTIFICATION; MITIGATION.

A. **Unauthorized Uses and Disclosures; Security Incidents.** Business Associate will, within thirty (30) business days of the date on which Business Associate becomes aware, report to Covered Entity any (i) Use or Disclosure of PHI not permitted by this BAA, or (ii) Security Incident.

B. **Breaches of Unsecured PHI.** Business Associate will (i) within fifteen (15) days of Discovery, report to Covered Entity any Breach of Unsecured PHI, (ii) to the extent possible, provide Covered Entity with the information required by 45 C.F.R. § 164.410, and (iii) provide such other information to Covered Entity in the manner required by the Breach Notification Rule, and as promptly as is possible.

C. **Unsuccessful Security Incidents.** The Parties agree that this Section 5(C) constitutes notice to Covered Entity of Unsuccessful Security Incidents.

D. **Mitigation.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any Use or Disclosure of PHI by Business Associate or its agents or Subcontractors in violation of this BAA.

### 6. COVERED ENTITY OBLIGATIONS.

A. **Notice of Privacy Practices.** Upon request by Business Associate, Covered Entity will provide Business Associate with Covered Entity's then-current notice of privacy practices. Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

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B. **Restrictions on Use or Disclosure of PHI.** To the extent they affect Business Associate's permitted Uses or Disclosures of PHI, Covered Entity will promptly notify Business Associate of any (i) restrictions to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, or (ii) changes in, or revocation of, permission to Use or Disclose PHI.

C. **Requested Uses of Disclosures of PHI.** Except as otherwise permitted in this BAA, Covered Entity will not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity.

### 7. INDIVIDUAL RIGHTS.

A. **Access or Amend PHI in a Designated Record Set.** In the event Business Associate maintains a Designated Record Set on behalf of Covered Entity, upon written request, Business Associate will promptly provide or make available such information to Covered Entity to comply with 45 C.F.R. §§ 164.524 and 164.526. Business Associate will forward any request it receives from an Individual for access or amendment under such regulations to Covered Entity within fifteen (15) business days of receipt. The Parties agree that Covered Entity will be solely responsible for responding to requests for access or amendment.

B. **Accounting of Disclosures.** Business Associate will document Disclosures of PHI in accordance with 45 C.F.R. § 164.528 and make this information available to Covered Entity within fifteen (15) business days of Covered Entity's written request, to allow Covered Entity to respond to an Individual's request for Accounting of Disclosures. Business Associate will forward any request it receives from an Individual for an Accounting of Disclosures to Covered Entity within fifteen (15) business days of receipt. The Parties agree that Covered Entity will be solely responsible for preparing and delivering the Accounting of Disclosures to the Individual.

### 8. TERM AND TERMINATION.

A. **Term.** This BAA will be effective as of the Effective Date and will remain in effect until terminated in accordance with Section 8(B), below or when all PHI is destroyed or returned to Covered Entity.

B. **Termination for Breach.** Either Party may terminate this BAA (the "**Terminating Party**") upon written notice to the other Party (the "**Terminated Party**") if the Terminating Party determines that the Terminated Party has breached a material term of this BAA. The Terminating Party will provide the Terminated Party with written notice of the alleged breach and afford the Terminated Party the opportunity to cure the breach to the satisfaction of the Terminating Party within thirty (30) days of the date of such notice. If the Terminated Party fails to timely cure the breach, as determined by the Terminating Party in its sole discretion, the Terminating Party may terminate this BAA.

C. **Effect of Termination.** Upon termination of this BAA for any reason, all PHI maintained by Business Associate or its Subcontractors will be returned or destroyed. If return or destruction is not feasible, Business Associate will inform Covered Entity of the reason thereof and will extend the protections of this BAA to such PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as Business Associate retains the PHI.

9. **ACCESS TO RECORDS.** Subject to the attorney-client and other applicable legal privileges, Business Associate will make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary in a time and manner designated by the Secretary, for purposes of the Secretary determining the Party's compliance with the HIPAA Regulations.

10. **COMPLIANCE WITH LAWS.** Business Associate agrees to comply with applicable federal and state privacy laws, including but not limited to HIPAA, with respect to its Use and Disclosure of PHI.



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### 11. GENERAL.

A. **Survival.** The provisions of this BAA that by their terms encompass continuing rights or responsibilities will survive the expiration or termination of this BAA.

B. **Notices.** Any notices pertaining to this BAA will be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative sent by e-mail to the address indicated below.

If to Covered Entity:

[REDACTED]  
[REDACTED]  
[REDACTED]  
Attn: [REDACTED]

If to Business Associate:

Aledade, Inc.  
Attn: Privacy  
[privacy@aledade.com](mailto:privacy@aledade.com)

C. **Amendments.** Each Party will cooperate with the other Party to amend this BAA from time to time as is necessary to comply with the HIPAA Regulations. This BAA may not be amended, except by a writing signed by the Parties.

D. **Choice of Law.** The validity, interpretation and performance of this BAA shall be governed by and construed in accordance with the laws of the State of Delaware.

E. **Assignment of Rights and Delegation of Duties.** This BAA is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its obligations under this BAA without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, each Party retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

F. **Nature of Relationship.** Nothing in this BAA will be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties. The Parties explicitly agree that Business Associate is an independent contractor of Covered Entity and not an agent of Covered Entity.

G. **No Waiver.** Failure or delay on the part of a Party to exercise any right, power, privilege or remedy hereunder will not constitute a waiver thereof.

H. **Severability.** The provisions of this BAA shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this BAA shall be effective and binding upon the Parties.

I. **No Third Party Beneficiaries.** Nothing in this BAA will be considered or construed as conferring any right or benefit on a person not party to this BAA or imposing any obligations on either Party hereto to persons not a party to this BAA.

J. **Interpretation.** Any ambiguity in this BAA will be resolved in favor of a meaning that permits the Parties to comply with the HIPAA Regulations and any applicable state privacy laws.

K. **Entire Agreement.** This BAA, together with any exhibits and amendments, if applicable, constitutes the

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entire agreement between the Parties, and supersedes all previous written or oral understandings or agreements between the Parties with respect to the Use and Disclosure of PHI. In the event of any inconsistency or conflict between any provisions of this BAA and any provisions of the Underlying Agreement, the provisions of this BAA will control with respect to Use and Disclosure of PHI.

L. **Counterparts.** This BAA may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same BAA.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

### **Covered Entity**

By: \_\_\_\_\_

(Authorized Signature)

Name: \_\_\_\_\_

(Type or Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Business Associate**

By: \_\_\_\_\_

(Authorized Signature)

Name: \_\_\_\_\_

(Type or Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_