

**XVI. Appendices**

**Appendix A: Comparison of OCM to EOM by Select Model Features**

| Description                                       | OCM   | EOM  |
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| Included Beneficiary Population                   | Beneficiaries with a cancer diagnosis receiving chemotherapy (including hormonal therapies)   | Beneficiaries with a cancer diagnosis for an included cancer type (breast cancer, lung cancer, lymphoma, multiple myeloma, small intestine/colorectal, prostate cancer, and chronic leukemia) receiving systemic chemotherapy (not including exclusively hormonal therapies)   |
| Required Practice/Participant Redesign Activities | Six cross-cutting requirements that provide for broad improvements in cancer care including documenting a care plan that includes the 13 element Institute of Medicine Care Management Plan | Same as OCM with the addition of two participant redesign activities: the gradual implementation of electronically submitted patient reported outcomes and screening EOM beneficiary social needs using a health-related social needs screening tool<br><br>Added health equity planning requirement under use of data for CQI |
| Data Sharing and Collection                       | Participants were not required to collect any sociodemographic data; CMS did not stratify data based on sociodemographic data within feedback reports or reconciliation reports             | Required submission of sociodemographic data, if available, as a part of EOM health equity strategy; CMS may share with EOM participants certain aggregate, de-identified data, for example, aggregate utilization data, stratified by sociodemographic metrics (e.g., dual status, LIS eligibility, and race and ethnicity)   |
| PBPM  | Monthly Enhanced Oncology Services (MEOS) payment amount = \$160 PBPM for each OCM beneficiary; the entire \$160 is included as episode expenditures  | Monthly Enhanced Oncology Services (MEOS) payment amount = \$70 PBPM (beneficiary not dually eligible for Medicaid and Medicare); or \$100 PBPM (beneficiary dually eligible for Medicaid and Medicare) of which \$70 will be included as episode expenditures in reconciliation calculation                                   |
| Drug Payment                                      | No change from FFS Medicare: payment is typically ASP+6%; total cost of care responsibility that includes Part B drug payment and certain Part D expenditures                               | No change from OCM   |

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| Attribution Methodology for MEOS and Performance-Based Payment | Plurality of E&M claims with a cancer diagnosis on the service line during a six-month episode  | Attribute to the eligible oncology PGP that provides the first qualifying E&M service after the initiating chemotherapy, provided that the PGP has at least 25% of the cancer-related E&M services during the episode; if the initiating oncology PGP does not did not bill at least 25% of cancer-related E&M services during the episode, then attribute based on plurality of cancer-related E&M services at an oncology PGP   |
| Novel Therapies Adjustment for Performance-Based Payment       | Calculated in aggregate across all cancer types   | Calculated separately for each of the seven included cancer types   |
| Risk Adjustment for Performance-Based Payment                  | All cancer types included in one price prediction model; clinical data used in final five performance periods, where participating practice-reported metastatic status is included in risk adjustment   | Included cancer type-specific price prediction models; a more robust use of EOM participant-reported clinical and staging data in risk adjustment, to include ever-metastatic status and HER2 status  |
| Risk Arrangements for Performance-Based Payment                | <p>One-sided risk in PP1, followed by the option for one- or two-sided risk in PP2—PP7</p> <p>Participants earning a performance-based payment by the initial reconciliation of PP4 have the option to stay in one-sided risk in PP8—PP11; other participants must either accept two-sided risk in PP8—PP11 or be terminated from the model</p> <p>1) Original two-sided risk arrangement:<br/>Discount=2.75% of benchmark amount</p> | <p>Two downside risk arrangement options:</p> <p>1) Less aggressive two-sided risk arrangement option (RA1) will include minimal downside risk (below the generally applicable nominal amount standard for RA1 to qualify as an Advanced APM):<br/>Discount=4% of benchmark amount<br/>Stop-gain=4% of benchmark amount<br/>Stop-loss=2% of benchmark amount</p> <p>2) More aggressive two-sided risk arrangement option (RA2) (expected to meet the generally applicable nominal amount standard for RA2 to qualify as an Advanced APM):<br/>Discount=3% of benchmark amount<br/>Stop-gain=12% of benchmark amount<br/>Stop-loss=6% of benchmark amount</p> <p>Across both risk arrangements, if the EOM</p> |

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|  | <p>Stop-gain/stop-loss=20% of benchmark amount</p> <p>2) Alternative two-sided risk arrangement (less aggressive):<br/>Discount=2.5% of benchmark amount<br/>Minimum threshold for recoupment=2.5% of benchmark amount<br/>Stop-gain=16% of total Part B revenue for the practice*<br/>Stop-loss=8% of total Part B revenue for the practice*</p> | <p>participant's performance period episode expenditures are greater than 98% of the benchmark they will owe a PBR; if the EOM participant's performance period episode expenditures are less than the target amount then they are eligible to earn a PBP (actual payment of PBP is dependent upon the EOM participant satisfying the PBP eligibility requirements); if the EOM participant's performance period episode expenditures are between the target amount and 98% of the benchmark amount, they are in the neutral zone and neither earn a PBP nor owe a PBR.</p> |
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\*Total Part B revenue for the practice is defined as the sum of:

- (1) Total Part B revenue for services billed under the OCM practice's TIN during the 12-month time period that begins on the earliest date on which an episode that terminates during a performance period could initiate and ends on the last day of the Performance Period (i.e., the four calendar quarters that cover initiation through termination for all episodes that terminate during a performance period); plus
- (2) Any additional Part B chemotherapy administration and drug payments for all Episodes attributed to the Practice that terminate during that Performance Period.