



# Prospective Contract Components

For Contracts Between a Medicare Advantage Plan and a Medicare Diabetes Prevention Program Supplier

This document is intended to be educational in nature, providing elements to consider when contracting between a Medicare Advantage (MA) Plan (“Plan”) and a Medicare Diabetes Prevention Program (MDPP) Supplier (“MDPP Supplier” or “Organization”). This document does not constitute legal advice and does not substitute for legal advice when crafting an agreement. Entities should consult with an attorney or contract specialist when establishing such an agreement.

The following are examples of contract components that could be included in a contract between an MA plan and an MDPP Supplier. Each contract component is meant to be illustrative and not to be copied verbatim. The components are listed in sections to help with navigation of this document but are not suggested to be included in any specific order or category.

If your organization needs information or assistance with MDPP payment policy or MA billing processes (such as determinations and appeals), you can submit your question(s) to CMS’s MDPP Supplier Support Center page at <https://cmmi.my.site.com/mdpp/> and follow the steps provided to “Start a New Inquiry.”

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**Section I. Certification and Conditions of Participation**

Organization affirms that it currently holds recognition from the Centers for Disease Control and Prevention (CDC) Diabetes Prevention Recognition Program (DPRP) and has successfully enrolled with CMS to provide the Medicare Diabetes Prevention Program (MDPP) lifestyle change program as an MDPP supplier. The Organization will maintain the required recognition status and CMS MDPP enrollment status for the duration of the contract and must notify the organization within [X] business days of a change in status. *[The Plan may determine the course of action if CDC-recognition status or CMS MDPP supplier changes. For example, the contract will be paused until the Organization regains status or the contract will be terminated.]*

Organization and Plan shall adhere to all Federal, State, accreditation body, and local laws, rules, regulations, licensing, procedures, and professional ethics, including if/when those rules change during the course of the contract.

View the [MDPP Guide For MA Plans](#) and the CMS page for MDPP Expanded Model [Frequently Asked Questions: Medicare Advantage](#) section for more information about the MDPP.

**Section II. Program Description**

The CDC-recognized MDPP is an evidence-based program for individuals with prediabetes and/or at high risk for type 2 diabetes. The core service period is 12 months where participants engage in 16 weekly sessions between months 1-6 and 6 monthly maintenance sessions between months 7-12. The MDPP is covered under Medicare Part B as a preventive service. As of the time of this document, this service is deemed once per lifetime of a beneficiary. Through involvement in this program, eligible participants can delay or prevent progression to type 2 diabetes through five (5) to seven (7) percent weight loss and achievement of 150 minutes of exercise each week.

**Section III. Definitions**

- a. **MDPP Supplier:** An organization that offers the MDPP, is enrolled in Medicare as a MDPP supplier, and has received CDC recognition from the Diabetes Prevention Recognition Program (DPRP).
- b. **Diabetes Prevention Recognition Program (DPRP).** A CDC-established program to ensure high quality implementation of the MDPP and National DPP lifestyle change program. It sets standards by which organizations obtain CDC recognition.

- c. **CDC-approved lifestyle change program.** A CDC-recognized, evidence-based program, with a specific curriculum, designed to delay or prevent a participant's progression to type 2 diabetes.
- d. **Core sessions.** Weekly sessions in which individuals participate during the first six (6) months of the program (sixteen (16) sessions total). The sessions are focused on teaching participants healthy lifestyle choices and assisting them in losing weight.
- e. **Core maintenance sessions.** Monthly sessions in which individuals participate during month 7-12 of the program (six (6) sessions total). These sessions are focused on maintaining healthy lifestyle choices and weight loss.
- f. **Distance Learning.** A yearlong National DPP lifestyle change program delivered 100 percent by trained Lifestyle Coaches via remote classroom or telehealth. The Lifestyle Coach provides live (synchronous) delivery of session content in one location and participants call-in or videoconference from another location.
- g. **Lifestyle Coach.** An individual who has been trained to use the CDC-approved curriculum by one of the organizations that has a memorandum of understanding with CDC to provide training, and who has the knowledge and skills to effectively deliver the program. The Lifestyle Coach leads the National DPP lifestyle change program sessions and supports and encourages participants. It is not required by CDC for the Lifestyle Coach to be a licensed health care provider.

#### Section IV. Eligibility and Frequency Limits

Eligibility determination for the program shall ultimately be the responsibility of the Organization. Payment for services delivered by the Organization to participants who meet MDPP eligibility criteria on the dates of service shall not be retroactively denied or recovered. Eligibility criteria, as determined by CMS, is as follows:

##### Participants:

- a. Are enrolled in Medicare Part B (for more information see CMS's [Checking Medicare Eligibility](#) document);
- b. BMI  $\geq 25$ ;  $\geq 23$  if self-identified as Asian;
- c. A1c (HgA1c) between 5.7 and 6.4%, or a fasting plasma glucose of 110-125 mg/dL, or a 2-hour post-glucose challenge of 140-199 mg/dL (oral glucose tolerance test) within the previous 12 months;
- d. Have no previous diagnosis of type 1 or type 2 diabetes with the exception of a previous diagnosis of gestational diabetes; and
- e. Does not have end-stage renal disease (ESRD) at any point during the MDPP services period.

Physician referral shall not be required for program eligibility. *[A physician referral is not required by CMS for this program. However, a blood test indicating eligibility is required by CMS. Participants may be referred to the program from various sources include self-referral from the patient, community referral, physician referral, or other health care practitioner referral, and by the health plan itself. Consider how the Plan may include a referral process to the Organization]*

The program may be covered [X] times per beneficiary per lifetime.

[At the time of this resource, CMS has outlined that this is a once in a lifetime benefit. The contract should include details on what happens if an MDPP program participant loses eligibility for the program, such as beginning to have end-stage renal disease (ESRD).]

## Section V. Scope of Services

Organization shall furnish items and services to persons with prediabetes and/or at high risk for type 2 diabetes under a MDPP supplier. Such services include, but are not limited to:

- Sixteen (16) weekly sessions during the first six (6) months (core sessions)
- Six (6) monthly sessions during the second six (6) months (core maintenance sessions)
- A Lifestyle Coach, meeting CDC DPRP standards, to run each session
- Facility to host the sessions (or acceptable virtual platform in the case of a distance learning delivery format). [Virtual delivery of MDPP services through distance learning is permitted through December 31, 2027.]
- National DPP lifestyle change program curriculum, as approved by CDC
- Other items or services as required by the DPRP (Diabetes Prevention and Recognition Program)
- Other additional items as requested in this section by the Plan [Insert here. Examples of additional items could include the following:]
  - a. Contact with participants via a portal or text on a weekly basis
  - b. Offering of one-on-one meetings with each participant three (3) times during the program year
  - c. Access to an online support group [e.g., Facebook group, etc.]

## Section VI. Incentives for Participants

The Organization may issue incentives to participants to encourage retention, and the Plan [shall/shall not] provide the funding to the organization for such incentives.

If the organization offers an in-kind incentive, the item or service must be provided during the MDPP services period and must have a reasonable connection to the CDC-approved curriculum. The cost of incentives must not be shifted to another Federal health care program or to a beneficiary. The Organization must maintain documentation of incentives that individually exceed \$25 in retail value; incentives involving technology may not, in aggregate, exceed \$1,000 in retail value for any one MDPP beneficiary.

The Organization may issue an incentive after beneficiaries reach certain enrollment and performance milestones according to the schedule below:

- Incentive provided for beneficiaries attending classes at weeks [XX, XX, and XX]
- Incentive provided for beneficiaries achieving [X%] weight loss

[And/or] The Organization may provide incentives up to [XX] dollar amount.

[And/or] The Plan will manage incentives through their internal [X] program.

Addendum A provides examples of possible incentives provided to beneficiaries participating in the MDPP.

### **Program materials:**

The Organization may issue program materials for the participants and the Plan *[shall/shall not]* provide the funding for the materials. Program materials could include:

- Scale/Wireless Scale
- A wearable device for tracking activity (e.g., a “Fitbit” or something comparable)
- Gym Membership

Addendum A provides additional examples of possible program materials provided to beneficiaries participating in the MDPP.

### **Section VII. Incentives for Organization**

Plan may issue incentives to the Organization to reward an organization’s success at helping participants achieve retention and/or weight loss goals, such as by using an attendance milestone reimbursement model (the Organization receives a fixed amount after specified attendance milestones have been met) and/or a performance-based reimbursement model (the Organization receives a pre-determined amount if specified outcomes are met). Incentives to the Organization from the Plan for participant retention or weight loss goal achievement can be negotiated. *[Specific success measurements and/or milestones can be included here, such as program participant completion rate, participant satisfaction scores, weight loss, reductions in A1c, and other metrics noted above].*

### **Section VIII. Participant Identification**

The Plan shall work with the Organization to identify potentially eligible beneficiaries for the program. The Plan shall also include informational materials about the program in its provider onboarding and through provider communication and outreach with participating primary care providers including Federally Qualified Health Centers (FQHCs), or Patient-Centered Medical Homes (PCMH), if applicable, to facilitate identification and referrals of potentially eligible beneficiaries to the program.

The Plan shall identify potentially eligible beneficiaries through actions including but not limited to:

- Predictive modeling/analytic reporting/risk stratification from the Plan’s claims database
- Referrals by Case/Care Managers who work with beneficiaries screened or assessed for the risk of developing type 2 diabetes
- Referrals by primary care providers or other providers of primary care services who identify MDPP candidates
- Biometric screenings results such as blood pressure, weight, BMI, A1c, etc.

### **Section IX. Promotion, Marketing, and Enrollment**

All promotion and marketing campaigns will be conducted in accordance with Federal, State, and accreditation body regulations. The Plan shall ensure the Organization is made aware of the Federal, State, and accreditation body regulations for promoting and marketing services to beneficiaries and the Organization shall comply with those Federal, State, and accreditation body regulations.

The Plan shall promote the availability of the program to eligible beneficiaries through actions that may include, but are not limited to, promoting the MDPP in its beneficiary newsletter, beneficiary portal, targeted educational literature disseminations, emails, text messaging, provider portal, provider newsletter, at provider orientations and trainings, and in collaboration with the Organization at community health fairs, etc.

*[This section is applicable only if all parties agree to have the Organization help promote the program.]*

The Organization *[shall be responsible for/shall assist the Plan in]* administering marketing campaigns for recruitment of and enrolling eligible beneficiaries into the MDPP through phone, text, email, or any other communication channels to which the Plan and Organization agree, using beneficiary contact information provided by the Plan. The Organization shall share marketing materials and existing materials as available and desired by the Plan.

The Plan may provide a list of physicians or provider offices/systems that are popular with their beneficiaries for the Organization to work with to provide materials to encourage physicians to refer their patients to the program.

The Plan shall provide the Organization with a list of beneficiaries who are potentially eligible for the MDPP on a set schedule as identified by their analytic reports, Case/ Care Managers, etc.

- Organization shall partner with the Plan to, at a minimum:
  - Promote the MDPP to eligible beneficiaries.
  - Enroll *[XX]* of the Plan's beneficiaries into the program.
  - Provide reports on promotional activities at least biannually.
  - Partner with health care providers to promote the program and refer patients.

## **Section X. Delivery**

Organization may deliver the MDPP through an *[in-person, , distance learning, and/or combination format]*. In-person sessions may be delivered at health or community centers or other appropriate facilities.

*[Virtual delivery of MDPP services through distance learning is permitted through December 31, 2027. Online (asynchronous) delivery of the MDPP is not permitted at this time, per CMS. If the Organization delivers the MDPP through distance learning and/or a combination format, the contract may need to include additional details regarding limitations, liability, and a cyber insurance policy.]*

## **Section XI. Coding, Billing, and Invoicing**

*[This section is applicable if the Organization submits claims directly to the Plan or to the applicable third-party organization that handles billing and/or network management.]*

The Organization shall submit claims to the Plan (or the applicable third-party organization) *[bi-weekly, monthly, or quarterly]*. Claims shall have a period of *[90 days, 6 months]* from data of service to be submitted. Claims payment processing shall meet State and Federal requirements for timely filing. *[The MDPP G-codes specified by CMS are specific to billing in Original Medicare. Although some plans may choose to use these codes for billing purposes, it is optional to do so.]*



*[This section is applicable if the Plan contracts with the Organization to establish an invoicing method for billing.]*

The Organization shall invoice the Plan (or the applicable third-party organization) *[bi-weekly, monthly, or quarterly]*. The accuracy of the invoices will be ensured prior to remitting the invoice for payment by *[insert processes in place to vet invoices]*.

## **Section XII. Payment Schedule**

The Organization shall be reimbursed by the Plan for all MDPP services provided under this agreement as set forth in schedule [XX]. *[Fee schedules may vary across contracts and are negotiable between Plan and organization. CMS follows a value-based payment schedule that can be found [here](#). MA plans may reimburse at the same schedule as CMS or using a fee-for-service reimbursement approach. For more information, Plans can look at the [Specific MA Plan Cost Calculator Tool](#) to project the cost of contracting with an MDPP supplier to provide MDPP services.]*

The Plan and the Organization shall work together to reduce obstacles to timely approval and payment of the Organization. If errors occur in the billing system that result in a denial of claims, the Plan shall *[make all efforts to resolve these issues in a timely manner, and/or retroactively reimburse improperly denied claims]*.

## **Section XIII. Reporting, Evaluation, and Oversight**

The Organization shall provide *[monthly, bi-monthly, quarterly, annually]* participant status reports to Plan which will contain aggregate data on beneficiaries related to *[enrollment, attendance, outcomes (e.g., weight-loss progress, weekly hours of physical activity, and behavior changes), participant satisfaction, efficiency of budget and timelines, and/or participant learning outcomes.]* The Plan may congregate aggregated data on *[impact on medical claims (e.g., lower hospital admittance) or biometrics (such as AICs, lowering/decreasing medications, etc.)]*.

The Organization agrees to work collaboratively with the Plan’s population health management program *[or other Plan program under which MDPP services will be furnished]* to achieve program goals and meet accountability standards applicable to *[specific organizations, such as NCQA, and CMS]*.

The Organization shall release to the Plan, upon request, any additional information necessary for the Plan to perform any of its contractual, regulatory, or accreditation obligations, including, but not limited to, its records, reporting, programmatic, and quality assurance duties. The Organization’s facilities and records shall be open to inspection by the Plan, and the Organization is subject to all audits and inspections to the same extent that audits and inspections may be required of the Plan under law or under its contract. Copies of the Organization’s medical records pertaining to the Plan’s enrollees, if any, shall be furnished to the Plan upon request for transfer to a subsequent provider in the event of a termination of this agreement.

To be considered “successful implementation or execution” of the program, the Plan will: *[Insert any evaluation markers. The following are examples:]*



- Prepare its claims department to recognize and successfully respond to new billing procedures associated with MDPP claims
- Market to at least 80% of their eligible beneficiary pool
- Provide a list of at least identified eligible potential participants within twelve (12) months of the contract [*can include minimum number of participants*]

To be considered “successful implementation or execution” of the program, the Organization will: [*Insert any evaluation markers. The following are examples:*]

- Meet at least a  $\geq$  3-5% average weight loss average across all Plan beneficiary participants that attend at least seventeen (17) sessions (total)
- Provide a culturally tailored version of the MDPP program for [XX] priority populations

#### **Section XIV. Health Insurance Portability and Accountability Act (HIPAA)**

All parties must protect the confidentiality of patient protected health information (PHI) and shall use and disclose patient data in accordance with HIPAA and other applicable privacy laws and regulations. All parties must adhere to Federal and State data privacy and confidentiality requirements for the documentation, storage, and transportation of PHI. [*CMS recommends that MDPP suppliers consult with counsel to determine whether they qualify as a HIPAA-covered entity, and how to manage and transfer data appropriately based on applicability of HIPAA, other applicable state and federal privacy laws, and CMS standards.*] The Organization shall be the owner of all patient data and shall be responsible for maintaining the medical record for [XX] period of time in accordance with State rules.

[*The Plan may also request a Business Associate Agreement or a Data Use Agreement with the Organization. The Business Associate Agreement or Data Use Agreement should specify who is responsible in the event of a data breach. For virtual data collection (e.g., blue tooth scale, recording data in an app, or any other online data collection), the Plan and Organization should have a Data Security Agreement. If subdelegates are agreed upon by both parties, then those subdelegates will also have to abide by the same PHI data privacy and confidentiality conditions as the Plan and Organization.*]

#### **Section XV. Fraud and Abuse**

The Organization must report any possible instances of fraud to the Plan immediately upon receipt of information. The Organization must monitor its employees and owners on a [*monthly or otherwise agreed upon basis*] for suspension or disqualification from government funded health care programs.

#### **Section XVI. Termination**

Either party may terminate this agreement at any time for any reason (“without cause”), upon ninety (90) days’ prior written notice to the other party. Either party may terminate this agreement “with cause” [*immediately or within thirty (30) days*] in the event of serious quality of care concerns or fraudulent activity. Either party shall have a [*thirty (30) day or other agreed upon time period*] “cure period” to correct a problem that has caused one party to seek to immediately terminate the contract with cause.

### **Additional Components That Are Likely to Be Included in a Contract**

Contracts between a Plan and an Organization are also likely to have language describing:

- Indemnification
- Dispute resolution, including arbitration (including who pays the cost)
  - Jurisdiction used for arbitration and mediation
- Confidentiality
  - Business confidentiality of the agreement (i.e., parties cannot share the terms of the agreement)
- Data sharing
- Assignment (i.e., parties cannot pass the contract on to another business)
- Exclusivity or non-exclusivity (i.e., the organization is or is not the only CDC-recognized organization contracting with the Plan)
- Risk assessment and security questionnaire
- Force majeure clauses
- Plan credentialing requirements

## Addendum A

Addendum A outlines possible incentives and/or program materials the Plan may fund, and the Organization could issue, to beneficiary participants to encourage retention in the MDPP. If an MDPP supplier offers an in-kind incentive, the item or service must be provided during the MDPP services period and must have a reasonable connection to the CDC-approved curriculum. The cost of incentives must not be shifted to another Federal health care program or to a beneficiary. MDPP suppliers must maintain documentation of incentives that individually exceed \$25 in retail value; incentives involving technology may not, in aggregate, exceed \$1,000 in retail value for any one MDPP beneficiary.

Possible incentives and/or program materials include:

- Products related to the MDPP, including:
  - Pedometer
  - Digital food scale
  - Fitness tracking gear (e.g., Fitbit)
  - Healthy eating cookbook
  - Measuring cups
  - Portion control plates and/or bowl
  - Yoga mat
  - Gym membership
  - Online subscriptions to:
    - Workout videos
    - Food tracking apps
  - Digital/Wireless weight scale
  - Water bottles
  - Curriculum pages printed/bound
- Gift cards to promote a healthy lifestyle such as:
  - Gift card to a grocery store
  - Gift card to athletic wear store
  - Purchase entrance fee to local walks/runs/ athletic events

*[Gift cards may not be used for the purchase of controlled substances, alcohol, tobacco, or firearms.]*