Comparison of OCM to EOM by Select Model Features

Description	OCM	EOM
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 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

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	One-sided risk in PP1, followed by the option for one- or two-sided risk in PP2—PP7 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 1) Original two-sided risk arrangement: Discount=2.75% of benchmark amount	Two downside risk arrangement options: 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): Discount=4% of benchmark amount Stop-gain=4% of benchmark amount Stop-loss=2% of benchmark amount 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): Discount=3% of benchmark amount Stop-gain=12% of benchmark amount Stop-loss=6% of benchmark amount Across both risk arrangements, if the EOM

	Stop-gain/stop-loss=20% of benchmark amount 2) Alternative two-sided risk arrangement (less aggressive): Discount=2.5% of benchmark amount Minimum threshold for recoupment=2.5% of benchmark amount Stop-gain=16% of total Part B revenue for the practice* Stop-loss=8% of total Part B revenue for the practice*	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.

*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.