NDCC
National Dementia Care Collaborative

Preparing for Compliance with CMS GUIDE Model Residential Care Community (RCC) Policy

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Preparing for Compliance with CMS GUIDE Model Residential Care Community (RCC) Policy

This document compiles resources from Center for Medicare and Medicaid Innovation (CMMI) and the National Dementia Care Collaborative (NDCC) to help GUIDE sites understand the Second Amended and Restated GUIDE Participation Agreement, assess the impact of the new RCC policy requirements on their GUIDE implementation, communicate changes to beneficiaries, and more efficiently establish contracts with RCCs if desired.

To review information about the new participant agreement, see below.

- Second Amended and Restated GUIDE Participation Agreement*
- Participation Agreement Executive Summary
- GUIDE RCC Policy Essentials

**Legally binding participant agreement copy available in the Participant Portal (Salesforce)*

The sample documents included in this resource kit are provided by participating GUIDE organizations for informational and educational purposes only. They are intended to serve as examples and do not constitute legal advice, regulatory guidance, or endorsement by the National Dementia Care Collaborative (NDCC). The statements contained in this resource kit are solely those of the NDCC and do not necessarily reflect the views or policies of CMS.

These materials should not be used as a substitute for consultation with your organization's legal counsel, compliance team, or other appropriate advisors. Each organization is responsible for ensuring that any agreements or documents it develops comply with applicable federal, state, and local laws, regulations, contractual requirements, and organizational policies.

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1. Executive Summary

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Executive Summary

The Second Amended and Restated GUIDE Participation Agreement makes significant PY2026 operational changes. The Center for Medicare and Medicaid Services (CMS) adds a Residential Care Community (RCC) framework, narrows eligibility for residential settings, formalizes unalignment, expands oversight, revises payment/reporting rules, adds a standalone participant engagement requirement (beneficiary alignment targets) tied directly to termination risk**,** and strengthens beneficiary protections. Compliance priorities are residence verification, RCC Partner approval and oversight, beneficiary eligibility, documentation, billing controls, CMS engagement/responsiveness, and partner accountability.

Highlights and Critical Operational Impacts

Change Area	Key Requirement	Critical Operational Impact
RCC framework / approval	CMS creates an RCC structure requiring RCC Partner approval, RCC Corporate Entity disclosures, care delivery delineations, RCC-specific payment tiers, and oversight.	Execute RCC agreements, obtain CMS approval, disclose ownership/leadership, document services, prevent duplicative GUIDE services, review agreements annually.
Residential eligibility	Beneficiaries in Memory Care Units, Nursing Homes, or Long-Term Nursing Home stays are no longer GUIDE-eligible.	Verify residence before alignment and monitor throughout participation. Review PY2026 aligned beneficiaries and un-align ineligible residents.
Residence verification / Unalignment	Participants must attest to residence type on assessment/alignment forms and notify CMS when residence changes affect eligibility. Unalignment applies when beneficiaries move to Memory Care, Nursing Homes, non-approved RCCs, voluntarily leave GUIDE, or otherwise lose eligibility. Failure to notify CMS within the required windows exposes the Participant to payment recoupment, and failure to bill DCMP/Respite for 8 consecutive months triggers automatic removal.	Build workflows for residence monitoring, CMS notice, and un-alignment submissions within required 15 to 60-day timelines. Track billing continuity to avoid 8-month lapse removals and recoupment exposure for late notifications.
RCC care, respite, billing	Appendix D requires RCC visit assessments, staff coordination, service boundaries, separate GUIDE care plans, and no duplicated services. CMS adds RCC Tier payment, RCC-specific HCPCS codes, and RCC-specific DCMP rates. **All GUIDE Beneficiaries residing in RCCs are ineligible for GUIDE Respite Services beginning PY2026**—billing must stop the day of the move into an RCC.	Revise care delivery, respite screening, tier assignment, billing, documentation, and financial monitoring for RCC residents. **Retrain billing staff to block Respite claims for any RCC-resident beneficiary; audit current Respite billings for RCC residents now.**

Change Area	Key Requirement	Critical Operational Impact
CMS oversight / partner accountability	CMS may review partner arrangements, subcontracting, RCC ownership, payment arrangements, eligibility, documentation, complaints, quality oversight, staff qualifications, training, and beneficiary notices. Section 3.05 now explicitly prohibits unapproved subcontracting by clinicians operating within Partner Organizations.	Participants remain directly responsible for Partner Organizations, complaints, subcontracting controls, and all GUIDE service oversight; responsibility cannot be delegated. Audit all Partner Organization arrangements for unapproved subcontracting.
Participant engagement & CMS responsiveness (NEW – Section 13.09)	Participants must designate a primary CMS contact and respond to CMS inquiries within CMS-specified timeframes (default 10 business days). Participants are expected to align beneficiaries by the end of their second Performance Year and maintain or increase alignment thereafter, with a CMS notification/Corrective Action Plan process if targets are missed.	**Both failure points are now explicit, standalone grounds for remedial action or termination under Section 16.01**—independent of any other compliance issue. Designate and document a primary CMS contact, build a process for CMS inquiry response, track alignment trajectory against the second Performance Year target.
Remedial action & termination exposure (EXPANDED – Section 16.01)	Grounds for remedial action/termination are expanded to explicitly include RCC partnership violations, residence-verification failures, unapproved subcontracting, and documentation gaps—in addition to existing grounds (false certifications, program integrity risk, CAP non-compliance).	Treat RCC, residence-verification, subcontracting, and documentation compliance as termination-level risk, not routine audit findings; prioritize in internal monitoring and escalation protocols.
Beneficiary protections	CMS prohibits coercion, retention incentives, steering, limits on beneficiary choice, and misrepresentation; beneficiaries may transfer between GUIDE participants. Section 13.09(B)(6) separately bars aligning ineligible beneficiaries, discriminatory selection, and outreach that misrepresents the Model in pursuit of alignment targets.	Review beneficiary communications, referrals, partner practices, and retention activities for compliance. Ensure alignment-growth incentives for staff do not create pressure to violate these protections.

Other Notable Changes

- **Performance measures:** High-Risk Medication becomes claims-based in PY2026; measure names are updated for the Caregiver Burden and Quality of Life Outcome for People with Neurological Conditions measures, and reporting burden is reduced.
- **Payments:** CMS updates DCMP, Respite, annual adjustment, and RCC rates through the Payment Methodology Paper, including an annual update to the GUIDE Respite Payment base rates and the $2,625 Respite Cap.
- **Terminology:** Social Determinants of Health and Health-Related Social Needs are replaced with Upstream Drivers of Health throughout Sections 10.04, 11.01, and 12.01, and Appendices C and D.
- **Agreement execution deadline:** Under Section 1.04(B), if the Participant does not sign this restated Agreement by the date CMS specifies, CMS may terminate the existing Agreement outright—this is an immediate action item, not a downstream compliance task.

2. Assessing the Impact of Changes

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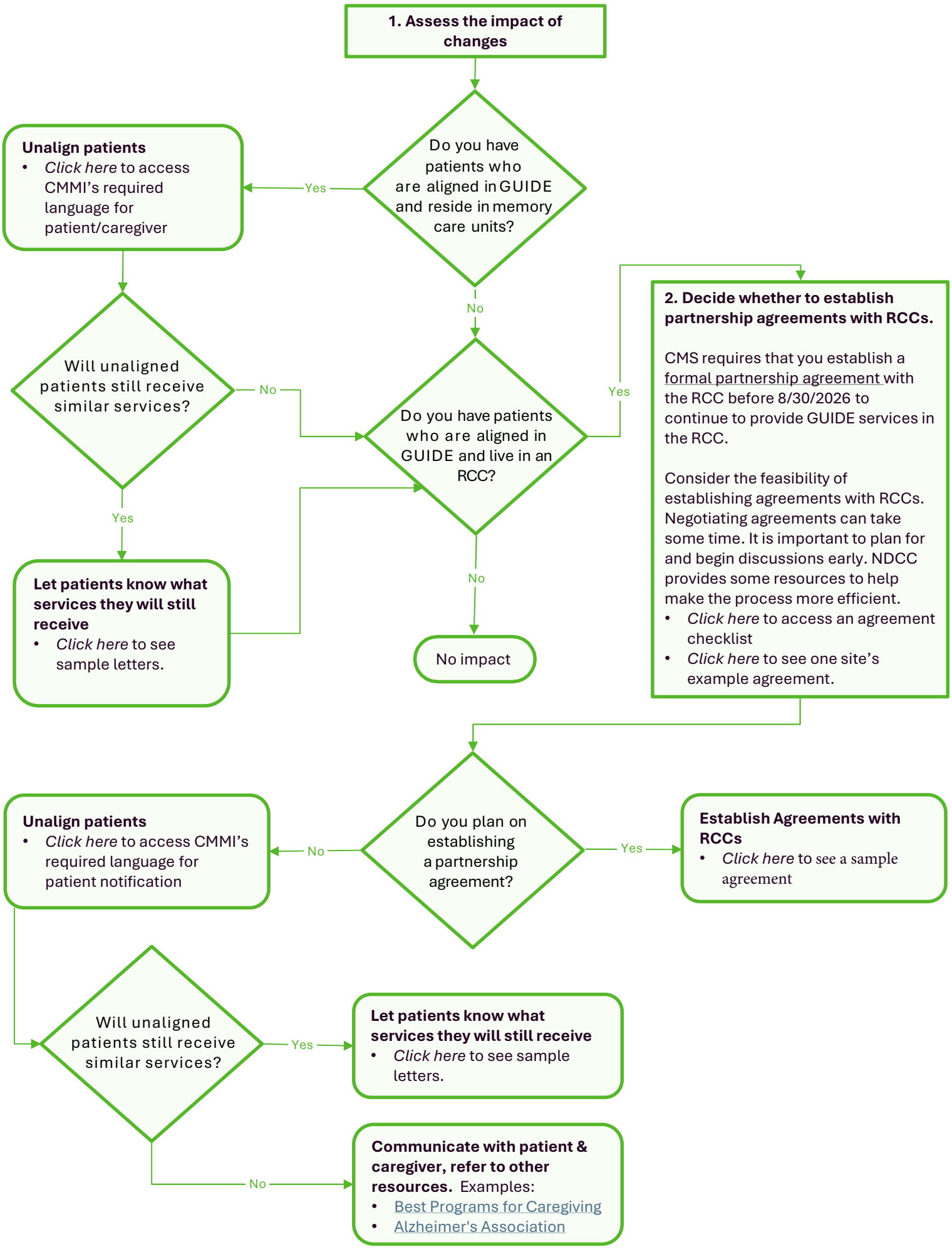
1. Assess the impact of changes
Do you have patients who are aligned in GUIDE and reside in memory care units?
Yes
Unalign patients
• Click here to access CMMI's required language for patient/caregiver
No
Will unaligned patients still receive similar services?
No
Yes
Let patients know what services they will still receive
• Click here to see sample letters.
Do you have patients who are aligned in GUIDE and live in an RCC?
Yes
No
No impact
2. Decide whether to establish partnership agreements with RCCs.
CMS requires that you establish a formal partnership agreement with the RCC before 8/30/2026 to continue to provide GUIDE services in the RCC.
Consider the feasibility of establishing agreements with RCCs. Negotiating agreements can take some time. It is important to plan for and begin discussions early. NDCC provides some resources to help make the process more efficient.
• Click here to access an agreement checklist
• Click here to see one site's example agreement.
Do you plan on establishing a partnership agreement?
No
Yes
Unalign patients
• Click here to access CMMI's required language for patient notification
Establish Agreements with RCCs
• Click here to see a sample agreement
Will unaligned patients still receive similar services?
Yes
Let patients know what services they will still receive
• Click here to see sample letters.
No
Communicate with patient & caregiver, refer to other resources. Examples:
• Best Programs for Caregiving
• Alzheimer's Association

3. Un-aligning and Communicating Service Changes to Patients and Caregivers

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Unalignment Notification Letter Template[1]

[Insert GUIDE provider logo here]

[$BENENAME]
[$ADDRESS]
[$CITY, STATE, ZIP]

Dear [$BENENAME]:

We are writing to inform you that, effective [UNALIGNMENT DATE], you are no longer aligned to [PARTICIPANT NAME], GUIDE ID [GUIDE ID], for purposes of the Guiding an Improved Dementia Experience (GUIDE) Model. The GUIDE Model is a Medicare model designed to support people living with dementia and, if applicable, their caregivers.

Reason: [REASON FOR UNALIGNMENT]

As of [UNALIGNMENT DATE], [PARTICIPANT NAME] will no longer provide GUIDE Model services to you through the GUIDE Model.

If the reason for your unalignment changes in the future and you believe you may meet the eligibility requirements for the GUIDE Model, you or your caregiver may contact any GUIDE Model Participant in your area, including [PARTICIPANT NAME] if applicable, to ask about receiving GUIDE Model services. As a reminder, under the GUIDE Model, only one GUIDE Model Participant may provide GUIDE Model services to you during a calendar month.

A current list of GUIDE Model Participants and contact information is available at:
https://www.cms.gov/files/document/guideparticipantlist.xlsx

Other GUIDE Model Participants in your area, if applicable:
[PARTICIPANT NAME / CONTACT INFORMATION]
[PARTICIPANT NAME / CONTACT INFORMATION]
[PARTICIPANT NAME / CONTACT INFORMATION]

Your Medicare benefits will not change. You remain eligible to receive the same Medicare benefits, and you still have the right to use any doctor, other health care professional, or hospital that accepts Medicare, at any time.

If you have questions, please contact [PARTICIPANT NAME] at [PARTICIPANT NUMBER]. You may also contact CMS at 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

Sincerely,

[PROVIDER NAME]

[1]If the patient is deceased or if the patient elects the Medicare hospice benefit, the participant should not issue the notification letter.

Dear Patient,

We have an important update regarding your loved one's participation in the Centers for Medicare and Medicaid Services (CMS) GUIDE Model Program.

Under CMS GUIDE Model requirements, individuals who live in residential care facilities, including board and care homes and assisted living facilities, may only participate in the GUIDE Program if there is an ongoing partnership between the GUIDE provider (NAME) and the residential care facility.

[GUIDE Participant NAME] does not have ongoing partnerships with board and care homes or assisted living facilities. As a result, your loved one is no longer eligible to participate in the GUIDE Model Program with the [GUIDE Participant NAME] Program.

This change does not affect your loved one's enrollment in the [Alternate Program Name] Program. Your dementia care specialist and team will continue to provide the same care, support and services available through the [Alternate Program Name] .

In addition, under the new CMS GUIDE Model guidelines, GUIDE respite services for in-home care or adult daycare are not available for individuals who reside in residential care facilities. Therefore, your loved one will no longer be eligible for GUIDE respite funds starting July 1, 2026.

If you are interested in continuing participation in the GUIDE Model Program without NAME providing these services, you can explore other organizations that partner with your residential care facility. You can find other GUIDE Participants at: cms.gov/files/document/guide-participant-list.xlsx

We understand that you may have questions about this change. The next page describes the change using language required by CMS. Again, this change only affects eligibility for the CMS GUIDE Model Program and GUIDE respite services. It does not affect your loved one's participation in the NAME Program.

If you have any questions or would like additional information, please contact us.

Sincerely,
NAME Program

NOTE:
This sample letter does not replace the requirement to send the CMS Unalignment Notification Letter. This notification is a **supplement** to the Unalignment Notification Letter which may include list of services that the patient will continue to receive.

Dear @NAME@,

We are writing to share updates about your participation in [Name] Clinic under the Centers for Medicare & Medicaid Services (CMS) Guiding an Improved Dementia Experience (GUIDE) Model. The GUIDE Model is an 8-year pilot program, and CMS continues to make updates and clarifications as the model develops. Please note that these changes are required by CMS and are not decisions made by [Name] . These changes are set by CMS Medicare, **effective July 1, 2026**:

- New respite allowance set by CMS Medicare will be $2,625 for the upcoming year starting July 1, 2026 - June 30, 2027, if eligible for respite benefit. We will check to ensure required annual assessments have been scheduled to continue eligibility to use the respite benefits.
- Beneficiary residing in memory care settings will no longer be eligible to participate in the GUIDE Model. However, beneficiary can still continue to receive dementia care at the [Name] Clinic.
- Beneficiary residing in assisted living facilities are technically still eligible; however, CMS now requires GUIDE participants, such as [Name] , to establish a formal partnership with each facility where a beneficiary resides. At this time, [Name] is not able to meet this requirement, and as a result, we will not be able to continue GUIDE enrollment for beneficiaries living in assisted living settings. Beneficiary can continue to see [Name] Clinic for longitudinal dementia care or find another GUIDE Participant.
- CMS has also determined that patients living in assisted living facilities are no longer eligible for the GUIDE respite benefit.

If there is a change in caregiver status (I.e. gaining or losing a primary caregiver), resident type, or beneficiary's dementia severity, please let us know so we can update CMS. As a reminder, you can only participate in one GUIDE Program to receive services.

Your Medicare benefits will not change. You remain eligible to receive the same Medicare benefits, and you still have the right to use any provider, other healthcare professional, or hospital that accepts Medicare at any time.

If you have questions or concerns, please contact us at XXX-XXX-XXXX, option X, extension ###. You may also contact CMS at 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

Thank you for allowing us to be part of your care. We remain committed to supporting you and your family.

Sincerely,

[Name]

NOTE:
This sample letter does not replace the requirement to send the CMS Unalignment Notification Letter. This notification is a **supplement** to the Unalignment Notification Letter which may include list of services that the patient will continue to receive.

4. Developing a Partnership Agreement with a Residential Care Community (RCC)

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Partner Organization Agreement Requirements Checklist

GUIDE Second Amended and Restated Participation Agreement, Section 3.07(A). Residential Care Community (RCC) Partners must also satisfy the additional requirements in Section 3.06.

	Required Element
☐	1. In writing: The Partner Organization Arrangement must be a written agreement. (§3.07(A)(1))
☐	2. Direct relationship only: Must be exclusively between the Participant and the Partner Organization — no subcontractors of the Partner Organization. (§3.07(A)(2))
☐	3. Model participation commitment: Requires the Partner Organization to agree to participate in the Model and perform at least one GUIDE Care Delivery Service. (§3.07(A)(3)) *RCCs must deliver at least GUIDE service to be added to the partner organization roster (e.g. conducting home visits, contribute to comprehensive assessments).
☐	4. Agreement compliance flow-down: Requires compliance with applicable Agreement terms — GUIDE Care Delivery Services, beneficiary notifications, freedom of choice, Telehealth Benefit Enhancement, evaluation/monitoring/oversight participation, audit and record retention, and clinician billing reassignment. (§3.07(A)(4))
☐	5. Legal compliance clause: Requires compliance with all applicable laws and regulations. (§3.07(A)(5))
☐	6. Scope of activities: Sets forth the specific activities the Partner Organization will undertake. (§3.07(A)(6)) Documentation of all services included in the RCC's standard residential services and evidence demonstrating that GUIDE Care Delivery Services are not duplicative of the services provided by the RCC. (§3.06(E)(1-4)) Delineation of roles and responsibilities for each GUIDE Care Delivery Service requirement.
☐	7. Remuneration detail: Details payment basis (fee-for-service, per-beneficiary, or other), and the percentage/amount retained by the Participant vs. paid to the Partner Organization. (§3.07(A)(7))
☐	8. Beneficiary protections: RCC partners are subject to enhanced disclosure, oversight, and beneficiary protection requirements. (§3.06(C)
☐	9. Execution & effective-date terms: Executed by the applicable date in §3.06(B); effective no later than CMS adding the Partner Organization to the Roster. (§3.07(A)(8))
☐	10. Sanctions notification (7 days): Requires the Partner Organization to notify the Participant within 7 Days of. (§3.07(A)(9)) *Participant shall notify CMS within 15 days after becoming aware.
☐	11. Participant's remedial-action rights: Permits the Participant to impose a CAP, deny payments, or terminate the arrangement to address noncompliance. (§3.07(A)(10))
☐	12. Close-out / data return process: On termination or expiration, requires the Partner Organization to furnish all data required by the Participant and any data CMS needs to monitor/evaluate the Model. (§3.07(A)(11))
☐	13. Clinician-specific terms (if applicable): If the Partner Organization employs/contracts Medicare-enrolled clinicians: identify each by name/NPI; specify services and diagnosis-attestation authority; require GUIDE Practitioner Roster inclusion and billing under the Participant's TIN; detail payment allocation; prohibit separate Medicare billing; require 15-day notice if a clinician stops qualifying; require cooperation with CMS Program Integrity Screening. (§3.07(A)(12)(i-viii))
☐	14. No unauthorized individuals: Prohibits anyone not identified in the arrangement from providing GUIDE Care Delivery Services. (§3.07(A)(13))
☐	15. Personnel-change notice (7 days): Requires notice to the Participant within 7 Days of any change in individuals providing GUIDE Care Delivery Services. (§3.07(A)(14))
☐	16. Oversight systems and processes: GUIDE Participant will establish and maintain oversight systems. (§3.05(O)(1-3))

NOTE:
GUIDE Participants should also be familiar with record keeping and retention requirements outlined in the Participant Agreement, Article 15.

Partner Organization Roster: Requirements

GUIDE Second Amended and Restated Participation Agreement, Section 3.08

A. General Requirements

- A Partner Organization may only be included on the Roster with **prior written CMS approval**
- Participant must retain current and historical Rosters
- CMS may periodically screen/monitor Partner Organizations for program integrity issues (licensure status, law enforcement investigations, etc.)
- CMS may remove a Partner Organization or impose additional monitoring based on screening results

B. Roster Requirement

For every Partner Organization, provide:

- If Medicare-enrolled: name, Medicare ID (TIN/NPI), provider/supplier type, or (refer to 3.08), or
- If not Medicare-enrolled: name, TIN, address, state license number if applicable, and the names, titles, dates of birth, and Social Security Numbers of individuals in leadership roles (3.06 for RCC partnership agreements)

C. Adding a Partner Organization

- Submit required identifying info (same Medicare-enrolled vs. non-enrolled fields as above) in CMS-specified form/manner and by CMS deadlines
- CMS conducts program integrity screening for each proposed addition
- CMS may deny addition based on screening results or failure to meet Section 3.05 criteria
- CMS notifies Participant in writing of approval/denial
- Proposed org **cannot perform any Model services** until Participant receives written CMS notice of addition

D. Removing a Partner Organization

- Notify CMS within **15 days** of becoming aware the organization no longer meets Partner Organization criteria (clauses (i)–(iv) of the definition), including the date it ceased to qualify
- Notify CMS within **15 days** if a Medicare-enrolled Partner Organization becomes ineligible for Medicare payment
- Removal is effective on the date the organization ceases to meet requirements (except as modified by Section 3.07(D)(4))
- CMS will notify Participant of CMS-initiated removals (for integrity reasons or non-compliance), specifying the effective date

SAMPLE GUIDE RESIDENTIAL CARE COMMUNITY COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is entered into between [GUIDE Participant Organization Name] ("GUIDE Participant") and _____ ("Residential Care Community" or "RCC").

The GUIDE Participant has designated _____ as an RCC Partner Organization under the Centers for Medicare & Medicaid Services (CMS) Guiding an Improved Dementia Experience (GUIDE) Model.

PURPOSE

This Agreement is intended to satisfy CMS GUIDE Model requirements for collaboration between GUIDE Participants and Residential Care Communities serving GUIDE-enrolled beneficiaries

The purpose of this Agreement is to establish a collaborative relationship supporting RCC residents who are enrolled in the CMS GUIDE Model. The parties acknowledge that the RCC is not a GUIDE service provider and is not responsible for delivering GUIDE-covered services unless otherwise agreed in writing.

PARTIES TO THE COLLABORATION

[GUIDE Participant Organization Name] serves as the CMS GUIDE Participant and maintains responsibility for compliance with all GUIDE Model requirements.

ROLES AND RESPONSIBILITIES

[GUIDE Participant Organization Name] or its designated approved GUIDE Partner Organization will:

• Provide GUIDE care navigation and care management services.
• Conduct GUIDE-required assessments and screenings.
• Develop and maintain person-centered care plans.
• Provide caregiver education, support, and referral services.
• Coordinate with healthcare providers, caregivers, and RCC staff as appropriate.
• Maintain GUIDE documentation, reporting, and compliance activities.
• Provide required GUIDE access and support services in accordance with CMS requirements.
• Ensure [GUIDE Participant Organization Name] staff conducting GUIDE activities comply with RCC visitor, safety, and infection-control requirements.

Residential Care Community Will:

• Permit reasonable access for [GUIDE Participant Organization Name] and/or its designated approved GUIDE Partner Organization staff to meet with enrolled GUIDE participants, consistent with resident rights and facility policies.

• Designate a primary facility contact for care coordination purposes.
• Participate in care planning discussions when appropriate and authorized by the resident or legal representative.
• Notify the GUIDE team of significant changes in condition, hospitalization, discharge, relocation, or other relevant events when permitted by applicable privacy laws.
• Collaborate with the GUIDE team to support resident goals, preferences, safety, and quality of life.

ELIGIBILITY LIMITATIONS FOR CERTAIN RESIDENTIAL SETTINGS

The parties acknowledge that eligibility for participation in the CMS GUIDE Model is determined by CMS requirements and guidance, which may be modified during the course of the Model. Eligibility determinations shall be made in accordance with current CMS GUIDE Model requirements.

At the time this Agreement is executed, residents residing in skilled nursing facilities (SNFs) or memory care units are not eligible for GUIDE participation and therefore may not receive GUIDE services while residing in those settings.

For Residential Care Communities that offer multiple levels of care, including assisted living, memory care, and/or skilled nursing services, GUIDE services may be provided only to residents who meet CMS eligibility requirements and reside in an eligible setting. The RCC acknowledges that the presence of memory care or skilled nursing services within the same campus, building, or organization does not automatically make all residents ineligible for GUIDE participation; eligibility shall be determined based on the patient's residence and current CMS GUIDE requirements.

If a GUIDE patient relocates from an eligible assisted living setting to a memory care unit, skilled nursing facility, or other setting within the RCC that is ineligible under CMS GUIDE requirements, [GUIDE Participant Organization Name] will coordinate with the resident, family, legal representative, and facility staff regarding any required disenrollment, transition, or care coordination activities.

Nothing in this Agreement prohibits communication and coordination between the RCC, [GUIDE Participant Organization Name] and/or its designated approved GUIDE Partner Organization regarding residents who are not eligible for GUIDE services, provided such communication is authorized and permitted by applicable law.

RESIDENT IDENTIFICATION AND REFERRALS

The RCC may identify residents who appear to have dementia or cognitive impairment and may refer interested residents or families to [GUIDE Participant Organization Name] and/or its

designated approved GUIDE Partner Organization for GUIDE eligibility screening. Final GUIDE eligibility determination will be made by CMS, [GUIDE Participant Organization Name] and/or its designated approved GUIDE Partner Organization.

Nothing in this Agreement obligates the RCC to perform screening, enrollment, or GUIDE administrative functions.

RESIDENT CHOICE

Participation in the GUIDE Model is voluntary.

Residents retain the right to choose their healthcare providers, community-based services, and care coordination resources. Nothing in this Agreement shall limit resident choice or create an exclusive relationship between the resident and any party to this Agreement.

FACILITY SERVICES AND GUIDE SERVICES

The parties acknowledge that RCC services and GUIDE services serve different purposes and are not intended to duplicate one another.

The RCC remains responsible for all services customarily provided under its licensure, including but not limited to:

- Housing and supervision
- Medication administration and management
- Personal care and activities of daily living support
- Meals and nutrition services
- Social and recreational programming
- Other services included in the resident's service agreement with the RCC

GUIDE services are supplemental care coordination, dementia care management, caregiver support, and related services provided under CMS GUIDE Model requirements.

RESPITE SERVICES

The parties acknowledge that CMS currently excludes residents of Residential Care Communities from eligibility for GUIDE-funded respite services.

Nothing in this Agreement creates an obligation for the RCC to provide respite services through the GUIDE Model, nor does it authorize GUIDE reimbursement for RCC services that are not otherwise eligible under CMS rules.

CONFIDENTIALITY AND INFORMATION SHARING

The parties agree to comply with all applicable federal and state privacy laws, including HIPAA and any applicable [STATE] privacy requirements.

Information shall be exchanged only as permitted by law and as authorized by the resident or the resident's legally authorized representative.

COMPLIANCE

The parties agree to comply with applicable federal, state, and local laws and regulations relevant to their respective operations.

[GUIDE Participant] remains responsible for GUIDE Model compliance and reporting obligations required by CMS.

SANCTIONS NOTIFICATION

The RCC agrees to notify the GUIDE Participant within seven (7) days of becoming aware of any investigation, sanction, exclusion, debarment, CMP, CAP, billing-privilege revocation, or preclusion-list inclusion

FINANCIAL ARRANGEMENTS

The RCC is not receiving GUIDE reimbursement under this Agreement and is not responsible for delivering GUIDE-covered services.

Each party shall bear its own costs associated with fulfilling its responsibilities under this Agreement unless otherwise agreed in writing.

TERM AND TERMINATION

This Agreement shall become effective on _____ and remain in effect until terminated by either party upon thirty (30) days written notice.

Either party may terminate this Agreement immediately if continued participation would result in violation of applicable laws, regulations, licensing requirements, or CMS requirements.

NON-EXCLUSIVITY

Nothing in this Agreement creates an exclusive relationship between the parties. Either party may enter into similar agreements with other organizations.

SIGNATURES

[GUIDE PARTICIPANT ORGANIZATION NAME]

By: _____

Acknowledgements

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- University of California, Los Angeles
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- University of Oklahoma

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