Quality Improvement Organization
11th Statement of Work

MEMORANDUM OF AGREEMENT

between

KEPRO

and

_____

(Please Print Provider Name)

I. AGREEMENT

A. Parties

The parties to this Memorandum of Agreement (herein referred to as MOA or agreement) are KEPRO (hereinafter referred to as "KEPRO" or "QIO"), the federally designated BFCC-QIO (Quality Improvement Organization) for Areas 2, 3, and 4, and the provider named above (hereinafter referred to as hospital, critical access hospital [CAH], skilled nursing facility [SNF], home health agency [HHA], hospice, and comprehensive outpatient rehabilitation facility [CORF]).

B. Statutory Specifications

Section 1154(a)(1) of the Social Security Act (the Act) requires QIOs to review healthcare services furnished to Medicare beneficiaries by physicians, other healthcare professionals, providers, and suppliers as specified in the contract with the Secretary.

Section 1154(a)(4)(A) of the Act requires that a reasonable proportion of the QIO's activities are involved in reviewing, under paragraph (a)(1)(B), the quality of services and that a reasonable allocation of these activities be made among different settings.

Section1154(a)(14) of the Act requires that a QIO conducts an appropriate review of all written complaints from beneficiaries about the quality of services not meeting professionally recognized standards of care.

Section1866(a)(1)(F)(i) of the Act requires hospitals which provide inpatient hospital services paid under the Prospective Payment System (PPS) to maintain an agreement with a QIO (or with a professional standards review organization if there is such an organization in existence in the area in which the hospital is located) to review the validity of diagnostic information provided by such hospital, the completeness, adequacy, and quality of care provided, the appropriateness of admissions and discharges, and the appropriateness of care provided for which the hospital is seeking additional payments.

Section 1866(a)(1)(F)(ii) of the Act requires hospitals, CAHs, SNFs, and home health agencies to maintain an agreement with the QIO to perform certain functions listed in Section1866(a)(3)(A).

Section 1866(a)(3)(A) of the Act requires QIOs, under the MOA, to perform functions described under the third sentence in Section1154(a)(4)(A) related to quality of services and under Section1154(a)(14) related to beneficiary complaints.

Section 1869(b)(1)(F) of the Act requires the Secretary to provide an expedited determination or an expedited reconsideration for Medicare beneficiaries who have been notified of their impending termination of services or discharge from a CORF, HHA, hospice, or SNF; under 42 C.F.R. Part 405, Subpart J, the QIO for a region is required to hear and make these determinations and reconsiderations.

II. QIO PROGRAM

The QIO program originated with the Peer Review Improvement Act of 1982 and is authorized by Title XI Part B and Title XVIII the Social Security Act (the Act).

The goal of the QIO program is to improve the quality of care for Medicare beneficiaries, including addressing individual complaints or requests for QIO review and to protect the Medicare Trust Fund. The QIO is to achieve this goal through performance of various case review directives promulgated by CMS in the QIO Contract, as discussed below.

III. PURPOSE OF AGREEMENT

The purpose of this agreement is to define the administrative relationship that will exist between parties in the exchange of data and information. This MOA is required by Medicare statute and regulation, and certain QIO contract directives, and is consistent with guidance in the QIO Manual. It is intended to be informational. KEPRO wants to inform _____ [insert name of state] hospitals, SNFs, HHAs, hospices, and CORFs of (a) KEPRO procedures with respect to certain contract obligations, (b) review and appeal rights which providers have with respect to these obligations, and (c) opportunities providers have to collaborate with KEPRO in local and national quality improvement projects.

IV. EFFECTIVE DATE

This agreement shall be effective upon execution and shall remain in effect so long as KEPRO is the Quality Improvement Organization under contract with CMS for the area in which the provider is located, or is terminated in accordance with Section VIII of this agreement, or the provider withdraws or is terminated from the Medicare program.

V. RESPONSIBILITIES OF PARTIES

MOAs with hospitals, HHAs, SNFs, CORFs, hospices, and CAHs reflect the specific QIO review responsibilities referenced in Section 1866(a)(1)(F), Section 1866(a)(3)(A), Section1154(a)(4)(A), and Section 1154(a)(14) of the Act as well as the responsibilities of each provider regarding QIO contract activities.

At a minimum, the MOA stipulates that a reasonable proportion of QIO activities be involved in reviewing, under Section 1154(a)(1)(B) of the Act, the quality of services and that a reasonable allocation of these activities is made among different settings.

In addition, Section1154(a)(14) of the Act requires that QIOs conduct an appropriate review of written complaints from beneficiaries about the quality of services not meeting professionally recognized standards of care.

In addition, KEPRO agrees that it will assume responsibility for performing the following activities mentioned in the terms of the Medicare QIO contract:

A. QIO Responsibilities

The list of QIO responsibilities in the areas below is not all-inclusive. Many QIO activities are specified in the QIO contract and may change with each CMS contract period.

KEPRO shall assume the federally mandated responsibility for performing the following Medicare review activities:

1. Case reviews that involve non-physician screening and physician review of patient medical records that are required in the QIO contract. Mandatory case review categories include Emergency Medical Treatment and Labor Act (EMTALA), assistant surgeon at cataract surgery, beneficiary complaints, hospital notices of non-coverage, Important Message from Medicare appeals of hospital discharges and Medicare appeal rights, (including MHP fast-track appeals, termination of services or discharge from a CORF, HHA, hospice, or SNF), hospital-requested higher-weighted DRG adjustments, potential concerns identified during project data collections, and referrals made by the Office of Inspector General (OIG), Medicare Administrative Contractors (MACs), and CMS.
2. Communication activities to educate beneficiaries about how to exercise their rights to QIO reviews and that provide information for education of healthcare providers, beneficiaries, and others responsible for payment about QIO review determinations and rights to reconsideration and appeal.
3. Referral to other QIO entities under contract with CMS that are responsible for quality improvement initiatives and may be able to assist your organization in identifying the root cause of a concern, develop a framework in which to address quality of care concerns, and improve a process or system.
4. Other review activities including but not limited to an annual monitoring of Medicare physician attestation statements.

B. Provider Responsibilities

Providers of services that submit Medicare claims to CMS must cooperate in the assumption and conduct of QIO review in accordance with 42 CFR 476.78. The provider must:

• Submit patient medical records and other information to the QIO as requested within the time frames identified in the medical record request, which are needed for conducting offsite review activities.

• Allocate adequate space to QIO staff for conducting onsite review and cooperative project activities if requested by the QIO and shall provide patient medical records and other related information at the time of the QIO’s visit or upon receipt of a written request for patient medical record documentation.

• Adhere to applicable federal laws and regulations that protect the confidentiality of medical review information as well as applicable state laws and regulations.

• Request technical assistance from the QIO or accept technical assistance from the QIO assigned by CMS to support quality improvement activities.

A completed and signed MOA signed by a provider should also include the following:

• Identification of a designated liaison person(s) who will represent the provider for purposes of correspondence and communications between the provider and the QIO under this Agreement

• The person(s) serving as a liaison between the provider and the QIO will be responsible for the maintenance of correspondence, the dissemination of QIO information, the coordination of responses to QIO inquiries, and any other duties related to QIO activity as deemed necessary by the provider. The QIO shall be notified in writing in the event a change is made in the designation of the QIO liaison staff person.

VI. CONFIDENTIALITY OF RECORDS AND OTHER DATA

KEPRO and the above named provider recognize the inherent right of the individual to privacy and at the same time acknowledges the need for adequate information in order to carry out its activities under this agreement. To protect the confidentiality of data acquired by KEPRO in carrying out its responsibilities under this contract, KEPRO is bound by Section 1160 of the Act and applicable regulations in 42 CFR Part 480. KEPRO shall ensure the confidentiality and security of the _____ [insert provider type] records and data from the time the records/data are acquired by KEPRO until their destruction in accordance with the statute and regulations.

The _____ [insert provider type] shall adhere to the applicable state and federal laws that protect the confidentiality of medical review information.

VII. MODIFICATION OF AGREEMENT

This agreement may be amended by KEPRO at any time as necessary to conform with any changes or modifications of relevant state or federal laws or applicable regulations, CMS transmittals, program directives, or instructions issued pursuant to applicable laws and regulations. In the event of such an amendment, KEPRO shall provide the _____ [insert provider type] with notice of any such new or revised laws, regulations, CMS transmittals, program directives, or instructions, etc.

VIII. TERMINATION OF AGREEMENT

This agreement may be terminated, upon advance written notice by one party to the other, as follows:

A. By the _____ [insert provider type] without cause with 60-day prior written notice to KEPRO if the _____ [insert provider type] determines that it is no longer required to be a party to this agreement as a condition of participation in the Medicare program.

B. In the event that KEPRO's status as a QIO and/or the _____ [insert provider type] status, as an institution qualified and eligible to receive reimbursement for services and items provided under the Medicare program, is terminated by CMS.

C. In the event that CMS terminates this agreement, KEPRO shall notify _____ [insert provider type] of termination.

D. In the event that the QIO and the provider cannot agree to a modification to the agreement.

IX. MISCELLANEOUS PROVISIONS

A. Severability

Should any clause, portion, or section of this agreement be unenforceable or invalid, this shall not affect the enforceability or validity of the remainder of this agreement. Should any particular provision(s) of this agreement be held unreasonable or unenforceable for any reason, the provisions shall be given effect and enforced to whatever extent would be reasonable and enforceable.

B. Governing Law

To the extent procedures for resolving any dispute under this agreement are not available through the Department of Health & Human Services, this agreement and any disputes arising under it shall be governed by laws of the state of_____ [insert name of state of provider's location].

C. Resolution of Disputes

If problems in the parties' relationship present themselves, or in the event a dispute arises between the parties, the parties shall attempt to resolve those differences in good faith. If a good faith dispute resolution should fail, KEPRO shall notify CMS, and CMS shall advise the parties concerning the matter in dispute.

D. Notices

Notice from KEPRO concerning this agreement shall be directed to the party specified on the signature page below. Other notices from KEPRO which are issued as a result of activities required by this agreement shall be directed to an individual designated by the _____ [insert provider type].____
[insert provider name] is responsible for notifying KEPRO about any change in the person designated to receive such communications.

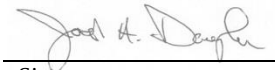
Notices from the _____ [insert provider type] in response to KEPRO notices shall be directed to the individual or department specified in KEPRO communications.

Change of Ownership:

In the event of a change of ownership, the new owners will assume all obligations in the current MOA.

X. AGREEMENT TO TERMS

The undersigned acknowledge that this agreement is made pursuant to Sections1866(a)(1)(F) of the Act, 42 CFR Part 476, the QIO Manual, and certain QIO contract directives and agree to abide by the terms and conditions set forth.

PROVIDER*		**QIO**
		KEPRO
Provider Name	*CCN Number(Formerly MPN)*	*QIO*
		5700 Lombardo Center Drive
Address		*Address*
		Suite 100
Address		*Address*
		Seven Hills, OH 44131
City, State, Zip Code		*City, State, Zip Code*
		Joseph A. Dougher
Name (Please Print)		*Name (Please Print)*
		
Signature		*Signature*
		President and CEO
Title		*Title*
		August 1, 2014
Date		*Date (Effective date of 11th SOW)*

***IF SIGNING FOR MULTIPLE PROVIDERS, PLEASE LIST BELOW THE PROVIDERS THAT ARE COVERED UNDER THIS MOA (ADD ADDITIONAL PAGES IF NECESSARY):**

Provider Name & Address	**CMS Certification Number (CCN)** (*formerly Medicare Provider Number [MPN]*)
1.	
2.	
3.	