

**Memorandum of Agreement between Ohio KEPRO, Inc., and \_\_\_\_\_ *Provider***  
*Name* \_\_\_\_\_ *NPI* \_\_\_\_\_

**I. Agreement**

**A. Parties**

The parties to this agreement are the Ohio KEPRO, Inc., hereinafter referred to as QIO and \_\_\_\_\_ *Provider Name* hereinafter referred to as hospital, critical access hospital, skilled nursing facility, home health agency, hospices, and comprehensive outpatient rehabilitation facilities.

**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.
- Section 1154(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.
- Section 1866(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, critical access hospitals (CAHs), skilled nursing facilities (SNFs), and home health agencies (HHAs) to maintain an agreement with the QIO to perform certain functions listed in Section 1866(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 Section 1154(a)(4)(A) related to quality of services and under Section 1154(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 comprehensive outpatient rehabilitation facility, home health agency, hospice, or skilled nursing facility; 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 Quality Improvement Organization (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 the Medicare statute and regulation, and certain QIO contract directives, and is consistent with guidance in the QIO Manual. It is intended to be informational. Ohio KEPRO, Inc., wants to inform \_\_\_\_\_ *State* \_\_\_\_\_ hospitals, SNFs, HHAs, hospices, and comprehensive outpatient rehabilitation facilities (CORFs) of (a) Ohio KEPRO, Inc., 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 Ohio KEPRO, Inc., 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 Ohio KEPRO, Inc., 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), Section 1154(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, Section 1154(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, Ohio KEPRO, Inc., 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.

Ohio KEPRO, Inc., 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 OIG, 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 attestations 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 timeframes 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**

Ohio KEPRO, Inc., and                     Provider Name                     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 Ohio KEPRO, Inc., in carrying out its responsibilities under this contract, Ohio KEPRO, Inc., is bound by Section 1160 of the Act and applicable regulations in 42 CFR Part 480. Ohio KEPRO, Inc., shall ensure the confidentiality and security of the                     Provider Type                     records and data from the time the records/data are acquired by Ohio KEPRO, Inc., until their destruction in accordance with the statute and regulations.

The                     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 Ohio KEPRO, Inc., 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, Ohio KEPRO, Inc., shall provide the                     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                     Provider Type                     without cause with 60-day prior written notice to Ohio KEPRO, Inc., if the                     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 the Ohio KEPRO, Inc., status as a QIO and/or the       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, Ohio KEPRO, Inc., shall notify       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       State      .

### **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, Ohio KEPRO, Inc., shall notify CMS, and CMS shall advise the parties concerning the matter in dispute.

### **D. Notices**

Notice from Ohio KEPRO, Inc., concerning this Agreement shall be directed to the party specified on the signature page below. Other notices from Ohio KEPRO, Inc., which are issued as a result of activities required by this Agreement shall be directed to an individual designated by the       Provider Type      .       Provider Name       is responsible for notifying Ohio KEPRO, Inc., about any change in the person designated to receive such communications.

Notices from the       Provider Type       in response to Ohio KEPRO, Inc., notices shall be directed to the individual or department specified in Ohio KEPRO, Inc., communications.

**Change of Ownership:**

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

**Agreement to Terms**

The undersigned acknowledge that this Agreement is made pursuant to Sections 1866(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.

Name, address, and title of individual (Provider) executing Agreement:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Provider name: \_\_\_\_\_ *Provider Name*

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name, address, and title of individual (QIO) executing Agreement:

Name: Susan T. Weaver, MD, FACP

Title: President

QIO Organization: Ohio KEPRO, Inc.

Address: 5700 Lombardo Center Drive, Suite 100, Seven Hills OH 44131

Signature: \_\_\_\_\_

Date: \_\_\_\_\_