CMS Manual System	**Department of Health & Human Services (DHHS)**
Pub 100-10 Medicare Quality Improvement Organization	**Centers for Medicare & Medicaid Services (CMS)**
Transmittal 29	**Date: October 21, 2016**

SUBJECT: QIO Manual Chapter 3 “Memoranda of Agreement for Case Review”

I. SUMMARY OF CHANGES: The Quality Improvement Organization (QIO) Program originated with the Peer Review Improvement Act of 1982 (P.L. 97-248, §§ 141-143, 96 Stat. 324) and is authorized by Title XI Part B and Title XVIII the Social Security Act (the Act). The QIO provisions in the Act were most recently amended in 2011 by the Trade Adjustment Assistance Extension Act (P.L. 112-40, § 261, 125 Stat. 401).

Memoranda of Agreement (MOA) requirements and guidance, as updated in this chapter, only pertain to QIOs under contract with CMS to perform case review functions (See 42 CFR 476). The revision also updates terminology and associated acronyms to be consistent with current regulations.

EFFECTIVE DATE: * October 21, 2016
**Unless otherwise specified, the effective date is the date of service.*
IMPLEMENTATION DATE: * October 21, 2016

Disclaimer for manual changes only: The revision date and transmittal number apply only to red italicized material. Any other material was previously published and remains unchanged. However, if this revision contains a table of contents, you will receive the new/revised information only, and not the entire table of contents.

II. CHANGES IN MANUAL INSTRUCTIONS: (N/A if manual is not updated)
R=REVISED, N=NEW, D=DELETED

R/N/D	CHAPTER / SECTION / SUBSECTION / TITLE
R	Table of Contents
R	3/3000/Authority and Scope for Memoranda of Agreement (MOA)
R	MEMORANDA OF AGREEMENT (MOA) WITH PROVIDERS OF SERVICES
R	3/3005/Agreements with Providers of Services
R	3/3010/Hospital Memorandum of Agreement (MOA)
R	3/3015/Home Health Agencies (HHAs) and Skilled Nursing Facilities (SNFs) Memoranda of Agreement (MOA)
D	3/3020/Memorandums of Agreement (MOAs) With Specific Providers

R/N/D	CHAPTER / SECTION / SUBSECTION / TITLE
R	AGREEMENTS WITH PAYERS OF HEALTHCARE SERVICES
R	3/3100/Medicare Administrative Contractor (MAC) Joint Operating Agreements (JOA)
D	3/3105/Scope
D	3/3110/Intermediary/Carrier Memorandum of Agreement (MOA) Specifications
R	3/3200/Memorandum Of Agreement (MOA) with State Agencies Responsible for Licensing and Certification of Providers and Practitioners
D	3/3210/Memorandum of Agreement (MOA) With State Agencies Responsible for Licensing\Certification of Providers\Practitioners
R	EXHIBITS
R	3/Exhibit 3-1/ Model Memorandum of Agreement (MOA) Cover Letter for Providers of Services
R	3/Exhibit 3-2 /Model Memorandum of Agreement (MOA) for Providers
R	3/Exhibit 3-3/Model Memorandum of Agreement (MOA) for State Licensing/Certification Agency
N	3/Exhibit 3-4/Model Joint Operating Agreement (JOA) for QIOs and Medicare Administrative Contractors

III. FUNDING:

For Medicare Administrative Contractors (MACs):

The Medicare Administrative Contractor is hereby advised that this constitutes technical direction as defined in your contract. CMS does not construe this as a change to the MAC statement of Work. The contractor is not obliged to incur costs in excess of the amounts allotted in your contract unless and until specifically authorized by the Contracting Officer. If the contractor considers anything provided, as described above, to be outside the current scope of work, the contractor shall withhold performance on the part(s) in question and immediately notify the Contracting Officer, in writing or by e-mail, and request formal directions regarding continued performance requirements.

IV. ATTACHMENTS:

Manual Instruction

Quality Improvement Organization Manual
Chapter 3 *Memoranda of* Agreement *for Case Review*

(Rev. 29, Issued: 10- 21-16)

Table of Contents

Transmittals for Chapter 3

3000 *Authority and Scope for Memoranda of Agreement (MOA)*

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

QIOs enter into Memoranda of Agreement (MOA) with healthcare providers, payers, and other organizations working in the same service area to facilitate the process of performing the case review functions authorized in Section 1154(a) of the Social Security Act and that are outlined in 42 CFR 476 and other chapters of this Manual.

Memoranda of Agreement (MOA) are written documents that outline a QIO's administrative and review responsibilities and the responsibilities of providers, Medicare Administrative Contractors (MACs), and State licensing and certification agencies in connection with certain review requirements under a QIO contract. The intent of a MOA is to be informational in order to facilitate the case review process and to avoid misunderstanding between QIOs and the entities it works with to fulfill its review responsibilities. Each MOA should outline expectations regarding case review activities described in the QIO contract and the applicable responsibilities of a QIO and each entity it works with in the service area.

It is the responsibility of a QIO to develop, execute, and maintain MOAs with certain providers of services (i.e., hospitals, critical access hospitals (CAHs), skilled nursing facilities (SNFs), and home health agencies (HHAs), comprehensive outpatient rehabilitation facilities (CORFs), hospices,) to implement review functions specified in its contract. QIOs are not required to develop MOAs with individual practitioners, nor with physician offices related to *Medicare health plan (MHP)* reviews. *Providers of services (as defined in Section 1861(u) of the Act) must have agreements with QIOs* to participate or continue to participate in the Medicare program *as required in Section 1866(a) of the Social Security Act*. It is the provider's responsibility to sign and return the agreement.

The following regulatory provisions identify the responsibilities of QIOs for review of healthcare services and the obligations of providers of services or payers of services that may apply to each party under MOA:

- *42 CFR 476.78*
- *42 CFR 476.80*
- *42 CFR 476.104*
- *42 CFR 482.30(a)(1))*
- *42 CFR 489.20(e)*

MEMORANDA OF AGREEMENT (MOA) WITH PROVIDERS OF HEALTHCARE SERVICES

3005 *Agreements with Providers of Services*

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

MOAs with providers of services *(i.e., hospitals, CAHs, SNFs, HHAs, CORFs, and hospices)* should address the statutory activities (*Sections* 1154(a)(1), 1154(a)(4)(A), 1154(a)(14), 1866(a)(F)(i), 1866(a)(F)(ii), and 1866(a)(3)(A) of the Act), as well as those activities required *by CMS in the QIO contract*. Providers must furnish *patient care data including patient medical records requested by a QIO to perform the reviews specified in the QIO contract* (*See 42 CFR 476.78 (a) and (b)). Results of QIO case reviews* may include denial of payment for admission, DRG changes, and the identification of confirmed quality of care concerns.

At a minimum, *the MOA must* include *the QIO's* responsibilities and the responsibilities of the provider regarding the following, if applicable:

- Case Review -- *Identify requirements for provider compliance in furnishing data and information necessary for QIO case reviews to d*etermine whether the services were reasonable and medically necessary *and* furnished in the appropriate setting, *and whether they met* professionally recognized standards of care.
- Data Analysis -- Review of individual patient care data furnished by providers to ensure the validity of all diagnostic and procedural information.
- Claims Analysis -- Review of payment data to determine whether payment must be made for the services furnished (as appropriate).
- Complaint Analysis -- Review of cases in response to written beneficiary complaints about the quality of services.

- Confidentiality and Disclosure -- Include confidentiality and disclosure requirements *in all agreements* in accordance with 42 CFR Part 480.
- Beneficiary Rights Outreach and Education Activities -- Conduct programs to inform Medicare enrollees about QIO review programs, the role of a QIO, grievance and complaint procedures*, confidentiality and disclosure rights and notice requirements*.
- Timing of Review -- Conduct review within the timeframes specified in the QIO contract *between CMS and the QIO*.
- Location of Review -- Specify all locations where QIO review of cases may take place (e.g., at the QIO or *on-site review at the provider's* facility).
- Quality *Improvement Initiative (QII) Referrals-- Specify the process for the referral of confirmed quality of care concerns identified by a QIO that conducts case review to another QIO entity in the service area that is responsible for conducting quality improvement initiatives.*
- Miscellaneous -- Identify additional review activities and procedures as prescribed by CMS *in the QIO contract*.

QIOs may also want to include language to address the *exchange of information* with the MAC, Clinical Data Abstraction Center (CDAC), CMS, Office of the Inspector General (OIG), and State agency referrals in the MOA.

Signature *Requirements*

Both parties must sign the MOA. If a provider refuses to sign the MOA, the QIO must inform the CMS Contracting Officer Representative (COR) of this matter.

MOA Modifications

QIOs and providers of services may modify MOAs when changes in contract requirements necessitate changes between *the QIO* and the provider. Representatives of *the QIO* and the provider organization must sign the revised MOA.

Failure to Return, Sign, or Honor the Terms of a MOA

If a provider fails to return the MOA by the requested due date, refuses to sign the MOA, or fails to honor the provisions of the MOA, *the QIO should* document *the efforts taken to resolve the issues and obtain a signed MOA* and refer the circumstances to *the COR* for resolution.

3010 *Hospital Memorandum of Agreement*

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

In accordance with 42 CFR 489.20(e), hospitals that provide inpatient hospital services paid under the Prospective Payment System (PPS) are required to maintain an agreement with *a QIO* to review the:

- Validity of diagnostic information provided
- Completeness, adequacy, and quality of care provided
- Appropriateness of admissions and discharges
- Appropriateness of care provided with respect to services for which payment may be made under Part A of Medicare

The hospital MOA should include appropriate specifications listed in Section 3005 of this chapter. QIOs may follow the cover letter and model agreement (See Exhibits 3-1 and 3-2) when preparing the MOA.

3015 *Home Health Agencies (HHAs) and Skilled Nursing Facilities (SNFs) Memoranda of Agreement*

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

Under Section 1866(a)(1)(F) of the Act, QIOs must also enter into agreements with HHA and SNFs. The HHA and SNF MOAs should include appropriate specifications provided in Section 3005 of this chapter. QIOs may follow the cover letter and model agreement (See Exhibits 3-1 and 3-2) when preparing the MOA.

QIOs may develop one MOA with a parent HHA operating in a state that has branches located in the same state as the parent agency. *List* the name and address of all branch office locations in the MOA with the parent agency. Separate MOAs are required for subunits of a parent HHA that serves patients in geographic areas different from that of the parent HHA because these subunits have their own agreement number. HHA subunits are semi-autonomous organizations and must independently meet the conditions of participation for HHAs (See 42 CFR 484.2).

AGREEMENTS WITH MEDICARE ADMINISRATIVE CONTRACTORS (MACS)

3100 *Medicare Administrative Contractor (MAC) Joint Operating Agreements*

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

Medicare Administrative Contractors (MACs) are private entities under contract with CMS to process claims *for Part A and Part B Medicare services in specific jurisdictions. MACs responsible for processing Medicare Part A and B claims must cooperate with the QIO for data exchange requirements necessary for the QIO to fulfill its case review requirements specified in the contract.* Regulations at 42 CFR 476.80 require that each MAC have an agreement with *the QIO* and that terms of the *Joint Operating Agreement (JOA)* reflect mutually agreeable conditions necessary for data exchange requirements in recognition of the unique capabilities and requirements of each party. *QIOs performing case reviews must* maintain *agreements* with each *MAC* processing claims *in the QIO services area(s) designated in the QIO contract.*

The QIO and the *MAC* should identify the specific claims and *review determination* information *that each party* will *share with the other, and the* methods the QIO will use to communicate its review determination. The *JOA* should specify the roles and responsibilities of each party *regarding QIO payment determinations and the methods each party* will use to communicate that information.

Elements of *JOAs*

At a minimum, the *JOAs* with *MACs* should include the following elements below:

- *Scope of QIO reviews – Include the types of review services and the services areas that the QIO is responsible for in accordance with its contract with CMS.*
- Claims Review -- Specify how the QIO will receive records for quality of care reviews not provided directly by CMS. The *JOA* must distinguish between hard copy and electronic submissions and reference the format for any electronic submission.
- Data Review and Exchange -- Specify how *the QIO* will receive records subject to QIO review that are not provided directly by CMS. Provide for full compliance with CMS requirements for the exchange of CMS-approved adjustment records and reconciliation of pending adjustment totals. Specify any physician or facility identifiers used by the *MAC* other than the CMS certification number and the National Provider Identifier (NPI).
- Coordination -- Communicate confidentiality concerns or issues related to QIO activities.
- Notification of Denial and Reconsideration Determinations -- Provide for transmission of QIO denial letters/determinations to servicing MACs and, when necessary for medical review, copies of the *patients'* medical records used. Include a negotiated processing timeframe for QIO notification to the MACs of denials, reconsideration reversals, or modifications, *and changes as a result of DRG validations and reviews.*
- Information Exchange -- Include details for implementing the following activities:
  - *Use of standard forms for referrals from MACs to QIOs*
  - Exchange of medical review policies
  - *Attendance at* meetings (which may be conference calls)

- QIO review and comment on new *MAC* policies for new technology
- Internal contacts and procedures for resolving problems and exchanging any needed information or negotiating changes timely

Signature Requirements

Both parties must sign the JOA. If a MAC refuses to sign the JOA, the QIO must inform the CMS QIO COR of this matter.

MOA Modifications

QIOs may modify JOAs when changes in contract requirements necessitate additional changes between the QIO and the MAC. Representatives of the QIO and a representative of the MAC must sign the revised JOA.

Failure to Honor the Terms of a MOA

If a MAC fails to return the JOA by the requested due date, refuses to sign the JOA, or fails to honor the provisions of the JOA, the QIO should document the efforts taken to resolve the issues and obtain a signed JOA, and refer the circumstances to the QIO COR for resolution.

Notify the CMS *QIO COR* immediately if *any of the following occur*:

- *The QIO is* unable to reach an agreement with any *MAC*
- *The MAC* fails to comply with the terms of an existing *JOA*
- *The QIO is* unable to comply with the terms of an existing *JOA*

If a MAC fails to comply, CMS reserves the right to determine if *the QIO* made reasonable efforts to resolve the issue.

If *a QIO fails* to honor the provisions of the *JOA*, CMS reserves the right to determine if this is a breach of *the QIO's* review responsibilities stipulated in *the* contract.

AGREEMENTS WITH OTHER ORGANIZATIONS

3200 Memoranda of Agreement with State Agencies Responsible for Licensing and Certification of Providers and Practitioners

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

The QIO should meet with the State Agencies responsible for licensing and certification of Medicare providers and practitioners subject to QIO review to discuss the types of information and data exchange that would be useful to both the QIO and the licensing and certification agencies. QIOs and State agencies are not required by statute or regulation to execute a MOA, but may elect to develop MOAs to outline each party's agreement to exchange information and data. The MOA is a written document that outlines *QIO* administrative and review responsibilities and the responsibilities of the State agencies responsible for licensing and certification of providers and practitioners, necessary to accomplish certain review requirements under *the QIO* contract. *QIOs should work with the state agencies responsible for licensure and certification of Medicare providers and practitioners in each service area where a QIO performs case review to communicate the QIO's review responsibilities, and identify potential data and information exchange opportunities that may arise from either party.*

Signature Requirements

Both parties should sign the MOA. If a state agency elects not to enter into an MOA, the QIO should inform the CMS COR of this matter.

MOA Modifications

QIOs may modify MOAs when changes in contract requirements necessitate additional changes between the QIO and state agency. Representatives of the QIO and a representative of the state agency should sign the revised MOA.

Failure to Return, Sign, or Honor the Terms of a MOA

If a state agency responsible for licensing/certification fails to return the MOA by the requested due date, or refuses to sign the MOA, or fails to honor the provisions of a MOA, *the QIO should document the* effort *taken* and notify *the CMS COR*. *CMS expects* both parties to a MOA to honor the agreements**.** *A QIO should n*otify *the CMS COR* immediately if *any of the following occur*:

- *The QIO is* unable to reach an agreement with any State agency
- A state agency fails to comply with the terms of an existing MOA
- *The QIO* is unable to comply with the terms of an existing MOA

If *a QIO fails* to honor the provisions of the MOA, CMS reserves the right to determine if this is a breach of *the QIO's* review responsibilities.

Exhibit 3-1 Model Memorandum of Agreement (MOA) Cover Letter for Providers *of Services*

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

QIO Letterhead

Dear (Name of Provider of Services):

The (QIO Name) is the Quality Improvement Organization (QIO) authorized by the Medicare Program to review *healthcare* services provided to Medicare beneficiaries in the *area*/state*(s)* of _____. As you may already know, we review patient medical records to determine whether services delivered to these beneficiaries meet *professionally recognized* standards of care, are medically necessary, and delivered in the most appropriate setting. In addition, we *conduct* reviews *generated by requests* from Medicare beneficiaries *that include appeals related to notices of discharge and/or notices of service terminations and written complaints* about the quality of Medicare services they have received. *We may refer confirmed quality of care concerns to another QIO entity under contract with CMS to work with your organization on healthcare quality improvement initiatives.*

In order to participate in the Medicare program, hospitals, critical access hospitals, skilled nursing facilities, *hospices, comprehensive outpatient rehabilitation facilities (CORF),* and home health agencies are required to have a Memorandum of Agreement (MOA) with a QIO under *Section 1866(a)(1)(F) of the Social Security Act*.

MOAs facilitate the review process by outlining the QIO's administrative and review responsibilities and the provider's responsibility in assisting us in accomplishing our review requirements. MOAs are also informational. (QIO name) wants to inform (name of State) hospitals, critical access hospitals, skilled nursing facilities, *hospices, CORFs* and home health agencies of (a) (QIO name) procedures with respect to certain contract obligations, (b) review and appeal rights, which providers have with respect to these obligations These requirements are based on the Statutory citations provided below:

- Section 1866(a)(1)(E) of the Act requires providers of services to release *to QIOs any* data related to patients

- 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

- Section 1866(a)(1)(F)(ii) of the Act requires hospitals, critical access hospitals, skilled nursing facilities, hospices, CORFs, and home health agencies to maintain an agreement with a QIO to perform certain functions

- *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 CFR Part 405, Subpart J, the QIO for a region is required to hear and make these determinations and reconsiderations.*

Please review and sign the enclosed MOA, and return it to the office listed below by the due date indicated.

(Address of QIO)

If you have questions, please contact us at:
(QIO Contact Person)
(QIO Telephone Number)

Sincerely yours,

Enclosure: (See Exhibit 3-2)

Exhibit 3-2 - Model Memorandum of Agreement (MOA) for Providers

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

Memorandum of Agreement between (Name of QIO) and (Name of Provider)

I. Agreement

A. Parties

The parties to this agreement are the (QIO *name*) hereinafter referred to as _____ and (Name of Provider) 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.

- 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, 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 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 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.

II. 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 i*nformational. (QIO *name*) wants to inform (Name of state) hospitals, SNFs, HHAs*, hospices, and comprehensive outpatient rehabilitation facilities (CORFs)* of (a) (QIO *name*) 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 (Name of QIO) in local and national quality improvement projects.

III. Effective Date

This Agreement shall be effective upon execution and shall remain in effect so long as (QIO *name*) 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.

IV. 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, (Name of QIO) 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.

(QIO *name*) 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 inquires, 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.*

V. Confidentiality of Records and Other Data

(QIO *name*) *and (provider's 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 (QIO *name*) in carrying out its responsibilities under this contract, (QIO *name*) *is* bound by Section 1160 of the Act and applicable regulations *in 42 CFR Part 480*. (QIO *name*) shall ensure the confidentiality and security of the (provider type) records and data from the time the records/data are acquired by (QIO *name*) 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.

VI. Modification of Agreement

This Agreement may be amended by (QIO *name*) 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, (QIO *name*) shall provide the (provider type) with notice of any such new or revised laws, regulations, CMS transmittals, program directives, or instructions, etc.

VII. 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 (QIO *name*) 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 (QIO *name*) 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, (Name of QIO) shall notify (provider type) of termination.

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

VIII. 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 (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, (QIO *name*) shall notify CMS, and CMS shall advise the parties concerning the matter in dispute.

D. Notices

Notice from (QIO *name*) concerning this Agreement shall be directed to the party specified on the signature page below. Other notices from (QIO *name*) which are issued as a result of activities required by this Agreement shall be directed to an individual designated by the (provider type). (Name of Provider) is responsible for notifying (QIO *name*) about any change in the person designated to receive such communications.

Notices from the (provider type) in response to (QIO *name*) notices shall be directed to the individual or department specified in (QIO *name*) 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 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 name: _____

Address: _____
_____

Signature: _____

Date: _____

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

Signature: _____

Date: _____

Exhibit 3-3 - Model Memorandum of Agreement (MOA) for State Licensing/Certification Agency

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

Memorandum of Agreement between (QIO Name) and (State Licensing Agency/Certification Body Name)

I. Agreement

A. Parties to the Agreement

The parties to this Memorandum of Agreement are the (State Licensing Agency/Certification Body Name and Address), hereinafter referred to as the (_____), and the (QIO name).

B. Statutory/State Law Specifications

Quality Improvement Organizations (QIOs) are authorized to perform Medicare case review as defined in titles XI and XVIII of the Social Security Act (hereinafter referred to as the Act). This authorization is made effective through the QIO's contract with the Centers for Medicare & Medicaid Services (CMS). Section 1160(b)(1)(C) of the Act specifically authorizes QIOs to assist State agencies recognized by the Secretary as having responsibility for licensing/certification by providing data and information (at the request of such agency) insofar as such data and information are required by the agency or body to carry out its respective function which is within the jurisdiction of the agency or body under State law. State licensing agencies/certification bodies may provide data/information to QIOs in accordance with applicable State law.

C. Purpose of Agreement

The purpose of this Agreement is to define the administrative relationship that will exist between the parties in the exchange of data and information that relates to promoting appropriate and professionally recognized standards of care to Medicare beneficiaries.

D. Acknowledgments

The (QIO name) and (State Licensing Agency/Certification Body name) share a mutual interest in exchanging data and information that may be used to improve healthcare outcomes. Participants to this Agreement are expected to provide data/information as specified herein.

E. Term of Agreement

This Agreement is effective on and after _____, 20____ and until such time as a new Agreement is deemed necessary by the parties.

F. Provisions of Agreement

- Applicable Law -- This agreement shall, to the extent applicable, be governed by and construed in accordance with the provisions of titles XI and XVIII of the Act, and applicable Federal regulations.

- Severability -- If any provision of this Agreement is determined to be inconsistent with any Federal or State law or regulation, the Federal or State law or regulation shall control. In cases where Federal and State law conflict, the Federal law shall prevail. However, the remainder of this agreement shall remain valid.

- Medicare Liability -- This Agreement shall not be construed to increase either party's financial liability beyond that required by Medicare (i.e., the release or sharing of QIO data will be performed within the QIO's current operating budget).

I. QIO Responsibilities

The (QIO name) has the responsibility to provide (in accordance with the dates and timeframes set forth in this section) to the (State Licensing Agency/Certification Body Name) the data/information listed in this section.

(Enter Responsibilities)

II. Licensing Agency/Certification

The (State Licensing Agency/Certification Body name) has the responsibility to provide (in accordance with the dates and timeframes set forth in this section) to the (QIO name) the data/information listed in this section.

(Enter Responsibilities)

III. Confidentiality and Disclosure

The parties agree to comply with confidentiality requirements of Section 1160 of the Act and regulations at 42 CFR Part 480 as well as confidentiality requirements under all other applicable Federal statutes, Federal regulations, and any applicable State law. None of the confidential information or any data derived from the information will be released by the recipient to any other organization or individual in confidential form without prior CMS approval. Appropriate administrative, technical, procedural, and physical safeguards shall be established by the recipient to protect the confidentiality of the data and to prevent unauthorized access to it. The safeguards shall provide a level of security that is at least comparable to the level of security described in Office of Management and Budget (OMB) Circular No. A-130, Appendix III -- Security of Federal Automated Systems, which sets forth guidelines for security plans for automated information systems in Federal agencies. The (State Licensing Agency/Certification Body Name) will not re-disclose QIO data to other parties within the limitations set forth in 42 CFR Part 480 unless otherwise approved by CMS. Data release agreements will be entered into by such other parties and CMS.

V. Channels of Communication -- QIO and State Licensing Agency/Certification Body Contacts

QIO and licensing agency/certification body contact persons for oral or written communication regarding this data/information exchange process shall be:

QIO:

(Name)
(Phone Number)

Re: Memorandum of Agreement
(Name)
(Phone Number)

State Licensing Agency/Certification Body:
(Name)

(Phone Number)
Re: Memorandum of Agreement
(Name)
(Phone Number)

VI. Amendment of Agreement

This Agreement may be amended in writing by mutual agreement of the parties when required by (1) the Department of Health & Human Services (*HHS*) changes to the QIO contract; (2) QIO changes to operational requirements mandated by Federal law and CMS directives; (3) *HHS* changes in instructions or regulations; or (4) mutual agreement by all parties.

VII. Termination of Agreement

This agreement may be terminated for any reason, upon mutual written consent of the parties with 90 days written notice by either party to the other, subject to applicable law and regulation. Both parties must provide written notice to CMS of either party's decision to terminate the agreement.

IN WITNESS WHEREOF, The parties hereby execute this agreement:

QIO: _____

TITLE: _____ DATE: _____

STATE LICENSING AGENCY/
CERTIFICATION BODY: _____

TITLE: _____ DATE: _____

Exhibit 3-4 Model Joint Operating Agreement (JOA) for QIOs and Medicare Administrative Contractors

*(Rev.**29, Issued: 10- 21-16,** Effective: 10-21-16, Implementation 10-21-16)*

A. Agreement

I. Parties to the Agreement:

This agreement is made by and between (MAC Name), and the (QIO Name).

(MAC name) is the Medicare Administrative Contractor (MAC) for Jurisdiction (jurisdiction number/letter). (QIO name) is under contract with the Centers for Medicare & Medicaid Services (CMS) to serve as the Quality Improvement Organization (QIO) for the states of (list states in the QIO's jurisdiction that correspond to the MAC's jurisdiction). As the QIO, (QIO name) is authorized to perform Medicare quality improvement activities including review as defined in Titles XI and XVIII of the Social Security Act.

References in this agreement to "federal government" or similar references are intended by the parties to represent and to mean the United States Government, Department of Health and Human Services (DHHS), Centers for Medicare & Medicaid Services (CMS), Center for Clinical Standards and Quality (CCSQ), or any other governmental department, bureau, or section with which the QIO, pursuant to law or regulation, is required to have a relationship in order to carry out the mandate of law concerning the Medicare quality improvement and review functions contemplated by this agreement.

II. Statutory Specifications

QIOs are authorized to perform Medicare peer review as defined in Titles XI and XVIII of the Social Security Act. This authorization is made effective through the QIO's contract with CMS. Regulations at 42 CFR 476.80, requires a QIO to maintain a Joint Operating Agreement (JOA) with each Medicare Contractor processing cases it reviews. The JOA must reflect mutually agreeable conditions necessary for data exchange requirements in recognitions of the unique capabilities/requirements of each party.

III. Purpose of Agreement

The purpose of this agreement is to set forth the operational procedures that the parties have agreed will be followed with respect to the review of services for which payment may be made under Title XVIII of the Social Security Act. This agreement is to define the relationship that will exist between the parties relative to exchanging information and data about CMS' efforts to promote quality health care services for Medicare beneficiaries and to determine if services provided to Medicare beneficiaries are medically necessary, appropriate, and meet professionally recognized standards of care.

It is the mutual intent of the parties to act cooperatively and to share information gained by either party that may be of benefit to the other. In this spirit, problems identified by either party will be promptly reported to and, if appropriate, acted upon by the other. It is recognized by the parties that peer review activities and the relation of the parties will develop and evolve during the period covered by this agreement. Neither party shall be required to perform duties or actions that are in conflict or beyond the scope of their respective contract with CMS. Where this agreement is in conflict with Medicare and/or CMS rules and regulations, the agreement provisions will be nullified until resolved by the appropriate parties.

IV. Terms of Agreement

This agreement is effective upon execution by both parties, and will remain in effect until a new agreement is deemed necessary by the parties, government or until terminated.

B. *Quality Improvement Organization (QIO)*

I. QIO Responsibilities

The Quality Improvement Organization (QIO) was established by CMS to improve the effectiveness, efficiency, economy and quality of services for Medicare beneficiaries. QIOs will coordinate and operate a broad range of proactive initiatives through a collaborative effort between QIOs and the health care community.

(QIO name) is responsible for assuring that activities as well as interventions promote responsiveness to beneficiary and family needs; to provide opportunities for listening to and addressing beneficiary and family concerns; to provide resources for beneficiaries and caregivers in decision making, and to use information gathered from individual experiences to improve Medicare's entire system of health care. Beneficiary-generated concerns provide an excellent opportunity to explore root causes, to develop alternative approaches to improving care, and to improve beneficiary/family experiences with the health care system. Beneficiary and family engagement and activation efforts are needed to produce the best possible outcomes of care. These QIO beneficiary and family centered efforts align with the National Quality Strategy, which encourages patient and family engagement.

(Name of QIO) is responsible for performing the following activities in accordance with the terms of the Medicare QIO contract:

- *Include in this section information relevant to the scope of QIO reviews, claims review, data exchange, procedures for notification of denial and reconsideration determinations, and information exchange.*

It is understood the QIO review determinations may be upheld, modified, or reversed in whole or in part by the Secretary, his delegate, or a court acting pursuant to hearing and appeals procedures set forth in the Social Security Act.

C. *Medicare Administrative Contractor (MAC)*

I. MAC Responsibilities

The MAC perform numerous functions to support health care services for Medicare beneficiaries, which include performing claims-related activities and establishing relationships with providers of health care services, both institutional and professional, for a defined geographic area or "jurisdiction."

The Contractor receives and controls Medicare claims from institutional and professional providers, suppliers, and beneficiaries within its jurisdiction and perform standard or required editing on these claims to determine whether the claims are complete and should be paid.

The MACs are responsible for the following:

1. *The MAC will review claims and make determinations on services and items for which payment may be made under the Social Security Act and for which the QIO has yet to assume responsibility.*
2. *The MAC will make determinations under Title XVIII of the beneficiary eligibility, reasonable provider costs and other aspects of coverage that are not specifically covered by this JOA but are the responsibility of the MAC.*

D. *Confidentiality and Disclosure*

The Office of Civil Rights (OCR), as the designating authority for the Health Insurance Portability and Accountability Act (HIPAA), has authorized (name QIO), in its role as the QIO as a health oversight agency as defined in HIPAA regulations. (Name of QIO) shall adhere to the confidentiality and disclosure requirements set forth by 45 CFR Parts 160 and 164 as they pertain to health oversight agencies, as well as requirements set forth in § 1160 of the Act and 42 CFR Parts 476 and 480, as well as confidentiality requirements under all other applicable federal statutes, federal regulations, applicable HIPAA regulations, and any applicable state law.

None of the confidential information or any data derived from the information will be released by the recipient to any other organization or individual in confidential form without prior CMS approval. Appropriate administrative, technical, procedural, and physical safeguards shall be established by the recipient to protect the confidentiality of the data and to prevent unauthorized access to it. The safeguards shall provide a level of security that is at least comparable to the level of security described in the Office of Management and Budget (OMB) Circular No. A-130, Appendix III – Security of Federal Automated Systems, which sets forth guidelines for security plans for automated information systems in federal agencies. (Name of QIO) will not redisclose QIO data to other parties within the limitations set forth in 42 CFR Part 480 unless otherwise approved by CMS. Data release agreements will be entered into by such other parties and CMS.

E. *Modification of Agreement*

This agreement may be amended at any time as necessary to conform with any changes of modifications to relevant state or federal laws or applicable regulations, transmittals, program directives, or instructions issues pursuant to applicable laws and regulations. In the event of such an amendment, the QIO and MAC will obtain CMS approval for the revisions.

Minor changes to the requirements of this agreement that are necessitated by revision of the current federal guidelines shall be automatic and shall not require an addendum to this agreement.

F. *Internal Point of Contact*

In accordance with the agreement between (QIO name) and (MAC name), the following individuals are designated to serve as the QIO and MAC liaison. They are responsible for notices and communications regarding review activity, coordination, and dissemination of such information within the agency, and they are to lead discussion regarding questions, needs, and suggestions regarding day-to-day interactions between the parties.

This designation may be changed at any time by notifying the parties to this agreement in writing.

The liaison for (QIO name) will be:

Point of Contact name
QIO Name
Address
City, State, Zip
Phone #

QIO COR will be:

Name
Address
City, State, Zip
Phone#
Email address

The liaison for (MAC name) will be:

Point of Contact name
MAC Name – Jurisdiction #
Address
City, State, Zip
Phone #

The MAC Business Functional Liaison/COR will be:

Name
Address
City, State, Zip
Phone#
Email address

***In witness whereof**, the parties hereby execute this agreement by duly authorized representatives effective as of the last signature date below.*

QIO name:
QIO Address:

Signature:

_____
(Name, Title)

*Date:*_____

MAC name:
MAC Address:

Signature:

_____
(Name, Title)

*Date:*_____