

MEMORANDUM OF AGREEMENT
between
Livanta LLC and

I. Agreement

A. Parties

The parties to this agreement are Livanta LLC, hereinafter referred to as Beneficiary and Family Centered Care Quality Improvement Organization (BFCC-QIO) and

_____ hereinafter referred to as provider

B. Statutory Specifications

Section 1154(a)(1) of the Social Security Act (the Act) requires BFCC-QIOs to review services furnished to Medicare beneficiaries by “physicians and other health care practitioners and institutional and non-institutional providers of health care services.”

Section 1154(a)(4)(A) of the Act requires that a reasonable proportion of the BFCC-QIOs 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 BFCC-QIO conduct 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 BFCC-QIO 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.

Sections 1866(a)(1)(F)(ii) and (e)(1) of the Act requires hospitals, critical access hospitals (CAHs), skilled nursing facilities (SNFs), home health

agencies (HHAs), and rehabilitation facilities to maintain an agreement with the BFCC-QIO to perform certain functions listed in §1866(a)(3)(A).

Section 1866(a)(3)(A) of the Act requires BFCC-QIOs, under the Memorandum of Agreement (MOA or Agreement), to perform functions described under the third sentence in §1154(a)(4)(A) related to quality of services and under §1154(a)(14) related to beneficiary complaints.

II. BFCC-QIO Program

In 1982, Congress established Utilization and Quality Control Peer Review Organizations (PROs) to perform two broad functions: (a) promote quality health care services for Medicare beneficiaries and (b) determine whether services rendered are medically necessary and appropriate, and meet professionally recognized standards of care.

Effective August 1, 2014, the Centers for Medicare & Medicaid Services (CMS) has restructured the QIO Program from its historical 53 contracts, in which each QIO performed both case review and quality improvement support for each state or territory to a regional structure for case review and an industry-determined service structure for quality improvement initiatives. The BFCC-QIOs will manage all beneficiary complaints and quality of care reviews to ensure consistency in the review process while taking into consideration local factors important to beneficiaries and their families. Quality Innovation Network (QIN) QIOs will be responsible for working with providers and the community on multiple, data-driven quality initiatives to improve patient safety, reduce harm, and improve clinical care at their local and regional levels.

CMS also contracts with BFCC-QIOs to validate provider-coding assignments, which affect reimbursement. The goal of the QIO program is to improve the processes and outcomes of care for Medicare beneficiaries. The BFCC-QIO is to achieve this goal through performance of various directives promulgated by CMS in the BFCC-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 Memorandum of Agreement is required by the Medicare statute and regulations as well as the QIO manual and certain QIO contract directives.

It is also intended to be informational. The BFCC-QIO wants to inform hospitals, CAHs, SNFs, HHAs, and rehabilitation facilities of:

- (a) BFCC-QIO procedures with respect to certain contract obligations and

- (b) Review and appeal rights, which providers have with respect to these obligations.

IV. Effective Date

This Agreement shall be effective upon execution and shall remain in effect so long as Livanta LLC is the BFCC-QIO 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, critical access hospitals, skilled nursing facilities, home health agencies, and rehabilitation facilities reflect the specific BFCC-QIO review responsibilities referenced in §1866(a)(3)(A), §1154(a)(4)(A) and §1154(a)(14) of the Act as well as the responsibilities of each provider regarding Scope of Work (SOW) activities. (See sections 3015, 3020, and 5005 of the QIO Manual.)

At a minimum, the MOA stipulates that a reasonable proportion of BFCC-QIO activities are involved in reviewing, under §1154(a)(1)(B) of the Act, the quality of services and that a reasonable allocation of these activities be made among different settings. In addition, §1154(a)(14) of the Act requires that BFCC-QIOs conduct an appropriate review of written complaints from beneficiaries about the quality of services not meeting professionally recognized standards of care.

In addition, the BFCC-QIO agrees that it will assume responsibility for performing the following activities mentioned in the SOW for Medicare:

A. BFCC-QIO Responsibilities

The list of BFCC-QIO Responsibilities in the areas below is not all-inclusive. Many of the BFCC-QIO's activities are provided in the SOW, which may change with each five-year BFCC-QIO/CMS contract period. The BFCC-QIO shall assume the federally mandated responsibility for performing the following activities for Title XVIII (Medicare):

1. Mandatory Case Review

Review medical services to determine whether the services provided were reasonable and medically necessary, were furnished in the appropriate setting and were of a quality that meets professionally recognize standards of care.

Mandatory case review categories include Emergency Medical Treatment and Active Labor Act (EMTALA) (a.k.a., certain anti-dumping violations), assistant surgeon at cataract surgery, beneficiary

complaints, hospital notices of non-coverage, notice of discharge and Medicare appeal rights, 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 Contractor/Fiscal Intermediary (MAC/FI), and CMS.

2. **Data Analysis**
Review of individual patient care data furnished by providers to ensure validity of all diagnostic and procedural information.
3. **Billing Validation**
Review of payment data to determine whether payment made was appropriate for the services furnished.
4. **Communication Activities**
Provide information for education of health care providers, beneficiaries, and others on the rights of beneficiaries under the Medicare program

B. Provider Responsibilities

The list of Provider Responsibilities in the areas below is not all-inclusive. Many of the provider activities in the SOW may change with each five-year BFCC-QIO/CMS contract period.

1. The provider shall provide medical records, preferably in electronic format, as requested to the BFCC-QIO which is needed for conducting off-site review and cooperative project activities.
2. When requested, the provider shall allocate adequate space to BFCC-QIO staff for conducting on-site review and cooperative project activities, and shall provide medical records and other related information at the time of the BFCC-QIOs visit.
3. The provider will adhere to applicable Federal laws, regulations and guidelines that protect the confidentiality of medical review information, as well as applicable State laws and regulations.
4. The Provider shall provide copies of:
 - a. A list of new physicians within the requested timeframe.
 - b. A copy of all signed physician attestations for each new physician enrolling in the Medicare program within the requested timeframe.

- c. Any signed penalty statements within the requested timeframe.

VI. Confidentiality of Records and Other Data

The BFCC-QIO will abide by the applicable Federal confidentiality laws and regulations in §1160 of the Act and 42 CFR Part 480. The BFCC-QIO recognizes the inherent right of the individual to privacy and at the same time acknowledges the medical profession's need for adequate information in order to carry out its activities under this Agreement.

To protect the confidentiality of data acquired by the BFCC-QIO in carrying out its responsibilities under this contract, the BFCC-QIO shall be bound by §1160 of the Act and applicable regulations. The BFCC-QIO shall ensure the confidentiality and security of the provider medical records and data from the time the medical records/data are acquired by the BFCC-QIO until their destruction in accordance with the statute and regulations.

The provider shall adhere to the applicable State and Federal laws, which protect the confidentiality of medical review information.

VII. Modification of Agreement

The BFCC-QIO may amend this Agreement at any time as necessary to conform with any changes or modifications to 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, the BFCC-QIO shall provide the provider with notice of any such new or revised laws, regulations, CMS transmittals, program directives, or instructions.

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 without cause with 60-day prior written notice to the BFCC-QIO if the provider 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 BFCC-QIO's status as a BFCC-QIO and/or the provider's status, as an institution qualified and eligible to receive reimbursement for services and items provided under the Medicare program, is terminated by CMS. In the event that CMS terminates this agreement, BFCC-QIO shall notify the provider of termination.

- C. In the event that the BFCC-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 and Human Services, this Agreement and any disputes arising under it shall be governed by laws of the State of Maryland.

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, the BFCC-QIO shall notify CMS, and CMS shall advise the parties concerning the matter in dispute.

D. Notices.

Notice from the BFCC-QIO concerning this Agreement shall be directed to the party specified on the signature page below, preferably by email. Other notices from BFCC-QIO, which are issued as a result of activities required by this Agreement, shall be directed to an individual designated by the provider. The Provider is responsible for notifying BFCC-QIO in writing about any change in the person designated to receive such communications. Notices from the Provider in response to BFCC-QIO notices shall be directed to the individual or department specified in the BFCC-QIO communications.

In addition, the Provider agrees to provide an email address in the appropriate space below for the receipt of general, non-patient specific BFCC-QIO communications and will maintain and inform the BFCC-QIO of any changes to this email address throughout the term of this agreement, as necessary.

E. Change of Ownership.

In the event of a change of ownership of either party, the new owner(s) will assume all obligations in the current MOA.

F. Agreement to Terms

The undersigned acknowledge that this Agreement is made pursuant to §1866 (a)(1)(F)(i) and §1866 (a)(1)(F)(ii) of the act, 42 CFR Part 476, the QIO Manual and certain BFCC-QIO contract directives, and agree to abide by the terms and conditions set forth.

Provider Name: _____

Medicare Provider #: _____

Address: _____

City, State & ZIP _____

I agree to conduct this transaction electronically: _____ Yes _____ No

Signature: _____ **Date:** _____

Print Name: _____

Title: _____

BFCC-QIO Name: Livanta LLC

Address: 10810 Guilford Rd, Suite 111
Annapolis Junction, MD 20701

I agree to conduct this transaction electronically: X Yes _____ No

Signature: Michael F. Berkey **Date:** August 1, 2014

Print Name: Michael F. Berkey

Title: Chief Operating Officer

Designation of Liaison to Livanta LLC

In accordance with Agreement between _____ (provider) and the BFCC-QIO, the following individual is designated to serve as the BFCC-QIO liaison, with responsibility to receive notices and communications from BFCC-QIO regarding its review activity, to coordinate the dissemination of such information within the agency, and to discuss with the BFCC-QIO questions, needs, and suggestions regarding day-to-day interactions between the parties.

This designation may be changed at any time by notifying BFCC-QIO in writing.

Print Name: _____

Title: _____

Phone: _____

Fax #: _____

Email: _____

Date: _____

BFCC-QIO internal contact:

BFCC-QIO Program, Area 1
9090 Junction Drive, Suite 10
Annapolis Junction, Maryland 20701

Phone: 1-866-815-5440
Fax: 1-844-420-6671
Email: BFCCQIOarea1@livanta.com