MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

PHYSICIAN PRACTICE

FOR THE PURCHASE AND PROVISION OF

CHIPRA QUALITY DEMONSTRATION GRANT PARTICIPATION

DATED AS OF

OCTOBER 1, 2010
MEMORANDUM OF AGREEMENT

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SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

PHYSICIAN PRACTICE

FOR THE PURCHASE AND PROVISION OF CHIPRA QUALITY DEMONSTRATION GRANT PARTICIPATION

This Memorandum of Agreement is entered into as of the first day of October 2010, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as “SCDHHS”, and _________________, hereinafter referred to as the “Physician Practice”.

RECITALS

WHEREAS, the United States Department of Health and Human Services has awarded a quality demonstration grant to SCDHHS under section 401(d) of the Children’s Health Insurance Program Reauthorization Act (CHIPRA);

WHEREAS, the Physician Practice represents and warrants that it employs a doctor(s) of medicine licensed in good standing to practice medicine in the State of South Carolina;

WHEREAS, the Physician Practice desires to participate in the CHIPRA quality demonstration grant awarded to SCDHHS under section 401(d) of the Children’s Health Insurance Program Reauthorization Act;

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:
ARTICLE I

ACRONYMS AND DEFINITIONS

ABP: American Board of Pediatrics
CATCH: Community Access to Children’s Health
CHIPRA: Children’s Health Insurance Program Reauthorization Act
CITIA: Center for Information Technology Implementation Assistance
EHR: Electronic Health Record
EMR: Electronic Medical Record
HIE: Health Information Exchange
MOC: Maintenance of Certification
NCQA: National Committee on Quality Assurance
PCMH: Patient Centered Medical Home
QI: Quality Improvement
QTIP: Quality though Technology and Innovation in Pediatrics
QTIP Staff: SCDHHS staff and SCDHHS’ CHIPRA Grant Contractors
SCAAP: South Carolina American Academy of Pediatrics
SCDHHS: South Carolina Department of Health and Human Services
SCHIEx: South Carolina Health Information Exchange

ARTICLE II

AGREEMENT PERIOD

This Agreement shall take effect as of October 1, 2010 and shall, unless sooner terminated in accordance with Article V herein, continue in full force and effect through February 21, 2015.
ARTICLE III

SCOPE OF SERVICES

A. Purpose

The South Carolina Children’s Health Insurance Program Reauthorization Act (CHIPRA) demonstration grant, also known as Quality through Technology and Innovation in Pediatrics (QTIP), is aimed at improving the quality of children’s health care in South Carolina. This will be accomplished through the use of clinical quality measures, Health Information Technology (HIT) and the incorporation of mental health services into a medical home.

Through this QTIP grant, SCDHHS will work with selected pediatric practices to:

1) Implement and evaluate the expansion of the Patient Centered Medical Home (PCMH) model;
2) Implement a physician lead peer-to-peer quality improvement network;
3) Use HIT to share patient information, improve care coordination, gather outcomes data, and provide feedback;
4) Apply and evaluate the CHIPRA quality improvement measures and indicators as the basis for ongoing practice improvement.

As stated in the award letter from CMS, South Carolina will be implementing a provider-friendly continuous closed-loop quality improvement infrastructure focused on South Carolina’s pediatric primary care practices. Under this QTIP grant, the primary purpose of the Physician Practice. SCDHHS, and SCDHHS’ contractors will conduct quality assessment and improvement activities, including outcomes evaluation. The Physician Practice and SCDHHS will also participate in population-based activities relating to improving health, case management and care coordination. Such activities undertaken by the Physician Practice and SCDHHS under this grant are considered to be health care operations as defined in 45 CFR §164.501.

B. Physician Practice Responsibilities

The Physician Practice’s responsibilities include the following:

1. Participate in bi-annual Learning Collaboratives. These multi-day meetings must be attended by a team comprised of one (1) practitioner, one (1) nursing staff and one (1) front office staff or an equivalent group of team members.

2. Actively participate in quality improvement (QI) initiatives. Participation in the QI activities at the Practice site(s) is needed at a level that would qualify for Part IV Maintenance of Certification American Board of Pediatrics (ABP) credit. The ABP fee is the responsibility of the Physician
Some specific QI initiatives the Physician Practice must participate in will include, but not necessarily be limited to:

a. Identifying a “QI core team” who will be responsible for implementing QI within the Physician Practice. The QI core team must consist of a lead physician, a nurse or staff with clinical responsibility, along with an administrative staff/office manager. This team should meet on a regularly scheduled basis to review the process and implementation of various QI efforts within the Practice site(s).

b. Implementing the Plan, Do, Study, Act (PDSA) quality improvement model.

c. Documenting the QI core team’s activities. The documentation must be submitted in a method specified by SCDHHS.

d. Using provider specific quality reports to review QI initiatives and measures. These reports will be generated by QTIP Staff from the practices EMR or EMR-Lite/QTIP Registry Tool.

3. The Physician Practice’s identified lead practitioner must participate in on-site visits made by CHIPRA Medical Director/QTIP Staff. These technical assistance visits will focus on the QI measures, techniques and PDSA cycles implemented. The lead practitioner will also be required to accompany the CHIPRA Medical Director on at least one yearly peer-to-peer site visit to another physician practice participating in the QTIP grant.

4. Work toward achieving National Committee for Quality Assurance (NCQA) level 2 and level 3 PCMH certification status. This should be accomplished over the course of the Agreement. In accordance with Article IV, Payment, payments will be made for certifications received prior to February 22, 2015.

5. Work with QTIP HIT experts to adopt and use HIT to capture and share patient information. This will involve adopting an Electronic Medical Record (EMR) or EMR-Lite (CHIPRA data registry) to exchange data over the South Carolina Health Information Exchange (SCHIEx) system.

a. The Physician Practice must commit to capture required clinical data needed to calculate CHIPRA measures. The Physician Practice must use SCHIEx to share this information amongst other QTIP participants.

b. On or before July 31, 2011, the Physician Practice must either:

i. implement and deploy a CMS-certified Electronic Health Record (EHR) and work with QTIP to connect to SCHIEx; or
ii. in the absence of an EHR capable of exchanging data, the Practice must commit to using the QTIP Registry Tool to capture required patient information.

c. The Physician Practice must participate in data sharing and other necessary agreements as they are finalized for QTIP.

d. The Physician Practice must commit to making any necessary workflow or process changes to enable it to capture granular, codified information needed to calculate CHIPRA measures.

The Physician Practice is responsible for costs associated with the purchasing or upgrading of any electronic health systems and any fees associated with linkage to SChIEx. Although a portion of this project is dedicated to providing expert HIT consulting, it is the Physician Practice’s responsibility, outside of this QTIP demonstration grant, to pursue any EHR incentive payments or to become a meaningful user, as defined by 42 CFR Parts 412, 413, 422, and 495.

6. Participate with SCDHHS or its designee on academic detailing activities.

7. Participate with SCDHHS or its designee in evaluation activities.

8. Participate in the mental health integration aspect of the QTIP grant. The Physician Practice must participate in work designed to develop a more integrated model to address the mental health needs of children within the Physician Practice. An allied mental health provider associated with the Physician Practice may elect to complete the University of Massachusetts (UMASS) behavioral health certification program.

C. SCDHHS Responsibilities

1. QTIP Staff will conduct bi-annual Learning Collaboratives in conjunction with the SCAAP Community Access to Children’s Health (CATCH) meeting. SCDHHS is responsible for registration and a specified number of hotel rooms for the time associated with the Learning Collaborative portion of the meeting. QTIP Staff will apply for Continuing Medical Education (CME) units for each Learning Collaborative.

Learning Collaboratives will be designed to support work on various QI measures and techniques, enhance skill building as an avenue to share best practice strategies, and work toward NCQA certification. QTIP Staff will work with Physician Practice on collecting and responding to CHIPRA quality measures and integrating mental health services within the Physician Practice.
2. QTIP Staff will provide technical assistance and routine monitoring of the Physician Practice’s QI initiatives. The QTIP Medical Director will review the QI documentation submitted by Physician Practice at regular intervals. Monthly contact will be made by the QTIP Medical Director. In addition, twice a year the QTIP Medical Director/QTIP Staff will make an on-site visit to discuss and monitor the QI activities at the Physician Practice.

The QTIP Medical Director will make application and provide technical assistance at a level that will support qualification for Part IV Maintenance of Certification ABP credit for the QI initiatives associated with this CHIPRA grant. SCDHHS is not responsible for payment of the ABP fee.

3. QTIP Staff will assist and provide guidance, primarily through the Learning Collaboratives, for the Physician Practice to achieve NCQA level 2 and 3 PCMH certification status.

4. QTIP Staff will provide on-site technical assistance on academic detailing. Information will relate to selected CHIPRA quality indicators on prescribing patterns for physicians treating patients with specified diagnoses/disorders. The goal is to encourage evidence-based, cost-effective prescribing while increasing evidence-based treatment decisions. Continuing Medical Education will be offered.

5. QTIP Staff will facilitate and/or collect data related to evaluation efforts. This may include, but not be limited to data for QI measures, baseline data surveys, satisfaction surveys and semi-structured interviews. Evaluation activities will be aimed at gathering data and tracking the relationship of data to QI, as well as reporting related to the quality initiatives.

6. SCDHHS will link practices with HIT experts. These experts will provide CHIPRA-focused consultation and assistance to develop and implement an information exchange process. CHIPRA Information Technology staff will develop a coordinated care network which will involve installing EMR or EMR Lite/CHIPRA registry tool to exchange data over the SCHIE Ex system. QTIP Staff will:

a. Conduct a baseline survey and work with Physician Practice to ensure it has the mechanisms to capture data required for measure reporting;

b. Link the Center for Information Technology Implementation Assistance (CITIA), managers of the South Carolina Regional Extension Center grant, with the Physician Practice. CITIA will be available, upon the Physician Practice’s request, to assist the Practice in the selection and adoption of an EHR in its office, if desired;
c. Assist the Physician Practice in the connection of an appropriate EMR to SCHIEEx or the use of QTIP Registry Tool for the Practice by July 31, 2011;

d. Install an edge adapter which will be capable of extracting, standardizing and communicating data from the Physician Practice’s EMR to SCHIEEx by March 31, 2011;

e. Safeguard the use and disclosure of information concerning Physician Practice’s patients in accordance with 42 CFR Part 431, Subpart F, (2004, as amended), SCDHHS’s regulations R. 126 - 170, et seq., Code of Laws of South Carolina (1976), Volume 27, as amended, and all other applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

7. QTIP Staff will provide feedback on Physician Practice-specific quality reports through the SCHIEEx web-based delivery tool by Fall 2011. These HIPAA-complaint reports will provide timely, Practice-specific, and overall aggregate data. The reports are designed to provide feedback on quality indicators and measures.

8. QTIP Staff will work with Physician Practice on incorporating mental health services. This may include, but not necessarily be limited to, working with Physician Practice in providing an assessment of the resources available, utilization of existing community resources or the development of a more integrated model. SCDHHS will make funding available for the Physician Practice’s mental health allied professional to participate in the University of Massachusetts (UMASS) Certification Program in Primary Care Behavioral Health.

9. At the end of any quarter during the Agreement Period, if SCDHHS determines that the Practice is not meeting its responsibilities under this Agreement, SCDHHS will issue a written warning to Physician Practice.

ARTICLE IV
PAYMENT

A. SCDHHS will provide seventeen quarterly payments for Physician Practice’s participation in the QTIP grant during the Agreement Period in a total amount not to exceed Seventy Six Thousand Five Hundred Dollars ($76,500.00). Quarterly payments of Four Thousand Five Hundred Dollars ($4,500) will be made upon SCDHHS’ sole determination that the Physician Practice met its responsibilities
during the quarter. Quarterly payments will be made through the Medicaid MMIS system and will be authorized upon a review of the Physician Practice’s participation in meeting its responsibilities under this Agreement.

B. To demonstrate that the Physician Practice has met its responsibilities during a quarter, the Practice must show the following to SCDHHS’ satisfaction:

1. Adequate progress toward implementing a certified EMR, connecting the EMR to SCHIEx, and successfully contributing required data elements on an ongoing basis. Until such time that the Practice is able to successfully adopt an EMR that is connected to SCHIEx and contributes data, the practice must enter the data directly into the QTIP Registry tool. The practice must be an active user of either QTIP Registry or a connected EMR by July 31, 2011.

2. Active work to improve or evaluate quality initiatives within its Practice as outlined by the QTIP Medical Director, consultants and/or the Learning Collaborative sessions. These initiatives include, but are not limited to, establishing or upgrading reporting or accountability capabilities within the Practice, PDSA cycles, focus on process or procedural enhancements as needed to improve or evaluate quality outcomes, working with QTIP contractors to improve reporting and quality measurement activities.

3. QI core team attendance at the Learning Collaborative sessions.

4. Active integration of mental health services into its Practice.

C. Payment cycles are as follows and payments will be made within thirty (30) days following the cycles outlined below should the Practice meet all participation criteria stated above:

1. October 1, 2010 – December 31, 2010
3. April 1, 2011 – June 30, 2011
5. October 1, 2011 – December 31, 2011
15. April 1, 2014 – June 30, 2014
D. SCDHHS will make an additional payment in the amount of $2,500 if the Physician Practice achieves NCQA level 2 PCMH certification status. Payment will be made prior to February 22, 2015.

E. SCDHHS will make an additional payment in the amount of $2,500 if the Physician Practice achieves NCQA level 3 certification status. Payment will be made prior to February 22, 2015.

ARTICLE V
TERMINATION

A. This Agreement may be canceled and terminated by either party at any time within the Agreement period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder and such other party has failed to remedy such breach or noncompliance within 10 days after receipt of written notice of such breach or noncompliance.

B. Upon SCDHHS’ determination that Physician Practice did not meet its responsibilities under this Agreement for two (2) consecutive quarters, SCDHHS may terminate this Agreement and no payment will be made for the previous quarter.

C. SCDHHS may terminate this Agreement upon a third written warning to Physician Practice issued in accordance with Article III, Scope of Services, Section C.9.

D. This Agreement may be terminated by either party with provision of thirty (30) days written notice of termination to the other party.

E. In the event of any termination of the contract under this Article, the party terminating the contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested.

ARTICLE VI
COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Agreement agree to the following covenants and conditions:
A. No assignment or transfer of this Agreement, or of any rights hereunder, by the Physician Practice shall be valid.

B. This Agreement shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, whatsoever, unless embodied herein in writing.

C. No amendment or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties hereto.

{Signature Page}