

## Appendix C: 13 – Sample Memorandum of Understanding with GI and Other Specialty Providers (Operation Access)

This MEMORANDUM OF UNDERSTANDING ("MOU"), dated 6/16/14, is between XYZ Health Center, and the \_\_\_\_\_ Endoscopy Center, and the \_\_\_\_\_ Medical Center.

1. The agreement is effective \_\_\_\_\_ and expires on \_\_\_\_\_.
2. Eligible Patients are uninsured, unable to qualify for Medicaid, Medicare, and earn a maximum of 250% of the Federal Poverty Level. Patients return to the referring provider for ongoing care.
3. Specialty procedures provided to Patients are elective and ambulatory. Physician services are to be provided by physicians with current privileges at the \_\_\_\_\_ Endoscopy Center.
4. The \_\_\_\_\_ Endoscopy Center agrees to provide health care services ("Services") at no charge to Patients in connection with gastroenterology procedures, in coordination with volunteer physicians.
5. All \_\_\_\_\_ Endoscopy Center's policies and procedures of quality assurance, medical records, etc. will apply to Patients. The \_\_\_\_\_ Endoscopy Center ensures that Patients are protected by all state and federal laws, regulations, \_\_\_\_\_ Endoscopy Center bylaws, rules and regulations, policies and procedures applicable to all \_\_\_\_\_ Endoscopy Center patients.
6. The \_\_\_\_\_ Endoscopy Center shall retain professional and administrative responsibility for Services and warrants that it shall perform such Services in a professional manner consistent with applicable industry and accreditation standards.
7. In the event that a patient suffers a complication from their procedure that is recognized prior to their discharge from the \_\_\_\_\_ Endoscopy Center, that patient will be transferred to the emergency room at the \_\_\_\_\_ Medical Center for further evaluation and treatment. In the event of such a complication, the \_\_\_\_\_ Medical Center will admit the patient, if necessary, and will not charge the patient or XYZ Health Center for its hospital services.
8. The \_\_\_\_\_ Endoscopy Center shall obtain and continuously maintain comprehensive general liability insurance and medical liability insurance in the amounts and upon reasonable terms and conditions consistent with industry practice for acts and omissions of the \_\_\_\_\_ Endoscopy Center and its personnel pursuant to this MOU.
9. Both parties agree that to the extent required by the provisions of HIPAA and regulations promulgated thereunder, each party assure the other that it will appropriately safeguard protected health information of Patients made available to or obtained by either party pursuant to this Agreement.
10. The \_\_\_\_\_ Endoscopy Center shall defend, indemnify, and hold harmless XYZ Health Center from and against liability for any and all costs (including court costs), expenses, fees (including attorneys' fees) and payments by, and losses and damages to XYZ Health Center which arise out or are in any way connected with the negligence or willful misconduct of the \_\_\_\_\_ Endoscopy Center or its employees or agents in the performance of its duties under this MOU, unless such loss is proximately caused by the negligence or willful misconduct of the XYZ Health Center or one of its employees or agents.
11. XYZ Health Center shall defend, indemnify, and hold harmless the \_\_\_\_\_ Endoscopy Center from and against liability for any and all costs (including court costs), expenses, fees (including attorneys' fees) and payments by, and losses and damages to \_\_\_\_\_ Endoscopy Center which arise out or are in any way connected with the negligence or willful misconduct of XYZ Health Center or its employees or agents in the performance of its duties under this MOU, unless such loss is proximately caused by the negligence or willful misconduct of the \_\_\_\_\_ Endoscopy Center or one of its employees or agents.
12. If any law or governmental regulation is interpreted in a manner of newly adopted or any court decision is promulgated aft the date of this MOU, and such law, regulation or court decision makes this MOU or a provision hereof illegal, the parties agree to use their best efforts to restructure this MOU in such a manner that will avoid such illegality and, to the extent practicable, will preserve the existing relationship among them.
13. Either Party may terminate this MOU without cause or penalty upon thirty days (30) days' prior written notice.

The parties hereby enter into this MOU as of the Effective Date above.

XYZ Health Center

By: \_\_\_\_\_

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

Contact information: \_\_\_\_\_

\_\_\_\_\_ Endoscopy Center

By: \_\_\_\_\_

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

Contact information: \_\_\_\_\_

\_\_\_\_\_ Medical Center

By: \_\_\_\_\_

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

Contact information: \_\_\_\_\_