Appendix C: 14 – 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 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 shall protect 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 after the date of this MOU, and such law, regulation or court decision makes this MOU or a provision thereof 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: ________