Imaging Partner Memorandum of Understanding Template

**Lung Cancer Screening Low-dose CT MOU Between:**

NAME OF REFERRING ORGANIZATION/INDIVIDUAL **and**   
NAME OF IMAGING CENTER

As part of our patient-centered lung cancer screening program, NAME OF REFERRING ORGANIZATION/INDIVIDUAL (INITIALS OF REFERRING ORGANIZATION) enters into this Memorandum of Understanding (MOU) with NAME OF IMAGING CENTER (INITIALS OF IMAGING CENTER) to further our vision of delivering high-quality lung cancer screening to optimize the overall health and wellbeing of our patients. The purpose of this MOU is to define goals and expectations for the relationship between INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER as it pertains to the delivery of lung cancer screening procedures of INITIALS OF REFERRING ORGANIZATION patients who receive services from INITIALS OF IMAGING CENTER. This MOU will provide a framework for access to services, effective collaboration, and timely communication among INITIALS OF REFERRING ORGANIZATION, INITIALS OF IMAGING CENTER, and INITIALS OF IMAGING CENTER patients.

**Goals for** INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER**:**

* Provide high-quality lung cancer screening for all screening participants, regardless of ability to pay. This includes care that is timely, high quality, and patient centered.
* Foster a positive business relationship to provide continuity of care between the referring organization and the imaging center.
* Maintain timely communication to improve collaboration and coordination of services as outlined in the below expectations.
* Organize data flow between both parties as outlined below and detailed in the expectations to avoid treatment or diagnostic delays and maintain communication between the patient, referring organization, and imaging center in a timely and efficient manner.

Detailed written order complete with ACR registry information.

INITIALS OF REFERRING ORGANIZATION

* Determines screening candidate eligibility.
* Provides shared decision-making and tobacco cessation services.

INITIALS OF IMAGING CENTER

* Performs low dose CT (LDCT) per radiology guidelines and reports results in Lung-RADs.
* Uploads required data to the ACR registry in timely manner.

Radiology results returned to referring organization for distribution to screening participant.

**Expectations:**

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| **Prior to the LDCT scan** | |
| INITIALS OF REFERRING ORGANIZATION | INITIALS OF IMAGING CENTER |
| * INITIALS OF REFERRING ORGANIZATION will provide participant shared decision-making by a qualified healthcare provider to 1) determine lung cancer screening eligibility, 2) discuss the benefits and risks of screening, and 3) convey the importance of adherence to recommended follow-up, including the annual screening algorithm. * INITIALS OF REFERRING ORGANIZATION will provide tobacco cessation services or resources to participants that currently smoke cigarettes. * INITIALS OF REFERRING ORGANIZATION will provide a written order to INITIALS OF IMAGING CENTER for the low dose CT scan complete with verification that the participant is a suitable screening candidate (no signs or symptoms of lung cancer, no competing co-morbid conditions that limit life expectancy, participant is willing to seek treatment should a cancer be found) and contains information needed for American College of Radiology (ACR) Lung Cancer Screening Registry, including: * Patient identifier (name/ MRN/ Medicare beneficiary number) * Patient date of birth * National Provider Index number for ordering provider. * Indication of exam – lung cancer screening low dose CT.   + Document absence of signs and symptoms of lung cancer * Smoking history of patient   + Status (current/ former/never)   + Years since quit for individuals that formerly smoke cigarettes.   + Pack years as calculated by the ordering provider.   + Completion of tobacco cessation counseling by ordering provider | None |

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| **The LDCT Procedure** | |
| INITIALS OF REFERRING ORGANIZATION | INITIALS OF IMAGING CENTER |
| * Work with INITIALS OF IMAGING CENTER to obtain any missing or necessary medical information necessary for the LDCT procedure. * Work with screening participant to address barriers for successful completion of the LDCT scan and will work with INITIALS OF IMAGING CENTER to stay updated on status of the screening participant.   □ Be available to confer with participant or participant’s family when necessary. | * Review and verify clinical information and written order provided by INITIALS OF REFERRING ORGANIZATION. * Perform the LDCT procedure within radiation standards recommended for lung cancer screening (volumetric CT dose index (CTDIvol) of ≤ 3.0 mGy (milligray) for standard size patients (defined to be 5’ 7” and approximately 155 pounds) with appropriate reductions in CTDIvol for smaller patients and appropriate increases in CTDIvol for larger patients. * Use Lung-RADs (a standardized lung nodule identification, classification and reporting system) to report the LDCT results and provides suggested follow-up guidelines. * Results are read and interpreted by a board-certified thoracic radiologist with experience utilizing Lung-RADs. * Obtain prior imaging to compare growth of pulmonary nodules, if indicated. |

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| **After the LDCT Procedure** | |
| INITIALS OF REFERRING ORGANIZATION | INITIALS OF IMAGING CENTER |
| * Follow-up with INITIALS OF IMAGING CENTER if results of the LDCT are not received within 5 business of the LDCT procedure date. * Provide results and arrange follow-up appointment(s) and care for screening participants as indicated by Lung-RADs or incidental finding results. This includes referrals to pulmonary nodule or multidisciplinary lung cancer boards, if applicable, and specialists as needed for incidental findings. * Help INITIALS OF IMAGING CENTER obtain any missing or necessary medical information needed for participant follow-up or for submission to the American College of Radiology Lung Cancer Screening Registry. | * Provide results in a timely manner to INITIALS OF REFERRING ORGANIZATION to promote quality or care. For example, within 24 hours for positive or concerning results, or 5 business days for all other screening participants. * Contact INITIALS OF REFERRING ORGANIZATION if the screening participant does not present for the LDCT appointment. * Transmit data to the American College of Radiology Lung Cancer Screening Registry for all screening specific lung cancer screening LDCTs (regardless of insurance coverage/ payer) at least once monthly, including all required elements as listed below:   + Screening participant identifier   + Name of imaging Facility   + National Provider Identification of reading radiologist   + National Provider Identification of ordering provider   + Manufacturer, model of CT scanner   + Indication of exam (lung cancer screening LDCT, absence of signs or symptoms)   + Lung nodule identification, classification and reporting system (Lung-RADs)   + Cigarette Smoking History     - Current smoking status (current, former, never)     - Pack years as calculated by ordering provider.     - For individuals who former smoke cigarettes, years since quit smoking.     - For individuals who currently smoke cigarettes, document tobacco cessation was available and offered.   + Effective Screening Dose   + Screening details     - Screen date     - Initial or subsequent screen * Provide a copy of all data transmitted to the American College of Radiology Lung Cancer Screening Registry to INITIALS OF REFERRING ORGANIZATION at least one time a month. |

**Other terms:**

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| **Compensation** |
| **Patients with Insurance Coverage:**  Lung cancer screening is a reimbursable preventive service for patients that meet eligibility guidelines and have commercial (private) insurance and Medicare. Medicaid also provides coverage in some states and requires pre-authorization. Screening is a preventive service under the Affordable Healthcare Act and patients that meet eligibility criteria should not have associated co-pays. INITIALS OF REFERRING ORGANIZATION will verify patient eligibility and associated insurance coverage prior to conducting shared decision-making and referring patient to INITIALS OF IMAGING CENTER. INITIALS OF REFERRING ORGANIZATION may bill the patients’ insurance company for the shared decision-making visit and INITIALS OF IMAGING CENTER will bill for the LDCT procedure.  **Patients without Insurance Coverage (ie. patients that meet NCCN category 2 guidelines):**  INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER agree to offer lung cancer screening as a self-pay option or to patients without insurance coverage in accordance with its Financial Assistance Policy in effect at the time of service. Under the policy in effect as of the date of execution of this agreement, INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER will provide lung cancer screening services that are billed by INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER. If the patient’s household income is at or less than 200% of the federal poverty level (FPL), then the patient will receive a sliding fee discount. INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER will calculate the bill for such patients using the same amounts as are billed to people with insurance. |

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| **Quality of Care** |
| Both INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER will furnish their  services in a manner that is consistent with, at a minimum, the prevailing standard of care, and the same professional manner and pursuant to the same professional standards as are generally furnished to all patients, and in accordance with all relevant federal, state, and local laws and regulations, including, but not limited to, non-discrimination laws. INITIALS OF IMAGING CENTER will accept all INITIALS OF REFERRING ORGANIZATION patients, including self-pay screening participants. Each party will provide the other, on request, with assurances that, during the life of this MOU, it and, as applicable, its individual health care practitioners are and will remain duly licensed, certified and/or otherwise qualified to provider services hereunder, with appropriate training, education, and experience in their particular field: appropriately credentialed and privileged, and eligible to participate in federal health care programs including Medicaid and Medicare. |

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| **Insurance** |
| INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER each presents and warrants that it has adequate coverage against professional liabilities that may occur as a result of furnishing services under this MOU. INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER each shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that Party or its employees or representatives in the performance or omission of any act or responsibility of that Party under this MOU. |

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| **Provider of Judgment and Freedom of Choice** |
| All health and health-related professionals employed by or under contract with either Party shall retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan, to refer patients to any and all provider(s) that best meet the requirements of such patients. All such patients shall be advised that, subject to any valid restriction(s) imposed by participation in a managed care plan, said patients may request referral to any provider(s) they choose. |

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| **Agreements with Other Parties** |
| Both Parties retain the authority to contract with other Parties, if, and to the extent that, they reasonably determine that such contracts are necessary in order to implement their policies and procedures, or as otherwise may be necessary to ensure appropriate collaboration with other local providers (as required by Section 330(k)(3)(8) of the Public Health Services Act), to enhance patient freedom of choice, and/or to enhance accessibility, availability, quality and comprehensiveness of care. |

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| **Volume or Value of Referrals** |
| Nothing in this MOU requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or businesses to either Party by the other Party. Neither Party shall track such referrals for purposes relating to setting the compensation of its professionals or influencing their choice. |

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| **Confidentiality** |
| The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of their patients in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164). The Parties (and their directors, officers, employees, agents, and contractors) shall not use or disclose patient information, other than as permitted or required by this MOU for the proper performance of duties and responsibilities hereunder. The Parties shall use appropriate safeguards to prevent use or disclosure of patient information, other than as provided for under this MOU. |

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| **Termination** |
| This MOU may be terminated by either Party without penalty or cause by giving written notice to the other Party. |

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| **Notices** |
| All notices and other communications required or permitted under this MOU, unless otherwise stated, shall be deemed duly given if in writing and delivered personally, via e-mail or by First Class US Mail, postage prepaid.  Notices will be deemed given on the date of delivery. Either Party may change its notice address by giving the other ten (10) days prior notice of such a change. |

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| **Dispute Resolution** |
| If a dispute arises regarding this MOU, INITIALS OF REFERRING ORGANIZATION and INITIALS OF IMAGING CENTER shall first attempt to resolve it by informal discussions between Parties, unless there are circumstances under which an extended resolution procedure may endanger the health and safety of patients. |

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| **Relationship of the Parties** |
| The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, co-venture, employee or representative of the other Party. |

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| **Third Party Beneficiaries** |
| Nothing herein is intended or shall be construed as creating any rights for any person or entity not a Party hereto, including, but not limited to , employees or patients who are receiving services under this MOU. |

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| **Amendments** |
| This MOU may be modified or amended in writing with the express written consent of both Parties. |

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| **Governing Law** |
| This MOU shall be construed and enforced in accordance with the laws of the State of  excluding the state’s choice-of-law principles. |

IN WITNESS WHEREOF, the Parties here have executed this MOU as of the dates written below.

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| NAME OF REFERRING ORGANIZATION  Signed:  Title: Date: | NAME OF IMAGING CENTER  Signed:  Title: Date: |