**Memorandum of Understanding Template**

**Patient Care MOU Between:**

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

As part of our patient-centered medical home model of care, NAME OF HEALTH CENTER (INITIALS OF HEALTH CENTER) enters into this Memorandum of Understanding (MOU) with NAME OF REFERRING ORGANIZATION/INDIVIDUAL (INITIALS OF REFERRING ORGANIZATION)  to further our vision of optimizing health care delivery and 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 HEALTH CENTER and INITIALS OF REFERRING ORGANIZATION as it pertains to the care of INITIALS OF HEALTH CENTER patients who receive services from INITIALS OF REFERRING ORGANIZATION. This MOU will provide a framework for access to services, effective collaboration, and timely communication among INITIALS OF HEALTH CENTER, INITIALS OF REFERRING ORGANIZATION, and INITIALS OF HEALTH CENTER patients.

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

* Provide optimal health care for our patients, regardless of ability to pay. This includes care that is timely, high quality, and patient-centered.
* Improve collaboration, communication, coordination of services, and continuity of care by supporting efficient, real-time communication of patient information among those caring for the patient.
* Foster healing relationships and patient engagement.

**Expectations:**

|  |  |
| --- | --- |
| **Pre-Hospitalization** |  |
| INITIALS OF HEALTH CENTER | INITIALS OF REFERRING ORGANIZATION |
| Inform INITIALS OF HEALTH CENTER patients of the relationship with INITIALS OF REFERRING ORGANIZATION in the event of an admission to INITIALS OF REFERRING ORGANIZATION. | None |
| **During Hospitalization** |  |
| INITIALS OF HEALTH CENTER | INITIALS OF REFERRING ORGANIZATION |
| □ Provide INITIALS OF REFERRING ORGANIZATION with any necessary medical information for the admission, including medications, chronic diagnosis, etc. □ Be available for phone consultation to assist hospitalist.□Be available to confer with patient or patient’s family when necessary, particularly with serious change in condition.□ Confer with INITIALS OF REFERRING ORGANIZATION to provide list of specialists who have agreed to provide discounted services to uninsured INITIALS OF HEALTH CENTER patients if indicated.  | □ Review clinical information sent by the primary care provider (PCP).□ At the discretion of the attending provider, contact PCP during the hospital admission to discuss any serious complications or change in status and collaborate on recommended plan to support the patient/family, as appropriate.□ Inform patient of diagnosis and prognosis.  |
| **Post-Hospitalization** |  |
| INITIALS OF HEALTH CENTER | INITIALS OF REFERRING ORGANIZATION |
| □ Contact patient via telephone within 2 business days from discharge.□ Schedule follow-up appointment within 1 week of discharge, for example, within 72 hours for a complex/high risk patient, or 14 days for other patients unless otherwise documented in medical record.□ Resume care of patient on discharge and act on care plan developed by hospitalist or care team. | □ Inform patient of follow-up recommendations.□ Through hospital process, contact PCP and provide PCP with care plan for complex/high risk patients. |

**Other terms:**

|  |
| --- |
| **Compensation** |
| **Patients with Insurance Coverage:**INITIALS OF REFERRING ORGANIZATION will bill the patients’ insurance company. The patient will be responsible for any co-pays or deductibles, unless arrangements are otherwise made between patient and INITIALS OF REFERRING ORGANIZATION. **Patients without Insurance Coverage:**INITIALS OF REFERRING ORGANIZATION will bill 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 will provide medically-necessary hospital inpatient, outpatient and Emergency Department services that are billed by INITIALS OF REFERRING ORGANIZATION and all medically-necessary services provided by any INITIALS OF REFERRING ORGANIZATION -employed physician at a discounted fee.  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 will calculate the bill for such patients using the same amounts as are billed to people with insurance. |
| **Quality of Care** |
| Both INITIALS OF REFERRING ORGANIZATION and INITIALS OF HEALTH 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 REFERRING ORGANIZATION will accept all INITIALS OF HEALTH CENTER patients, regardless of ability to pay, subject to capacity limitations (as INITIALS OF REFERRING ORGANIZATION may determine in its sole discretion). 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.   |
| **Insurance** |
| INITIALS OF HEALTH CENTER and INITIALS OF REFERRING ORGANIZATION 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 HEALTH CENTER and INITIALS OF REFERRING ORGANIZATION 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. |
| **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.  |
| **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.   |
| **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.  |
| **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.    |
| **Termination** |
| This MOU may be terminated by either Party without penalty or cause by giving written notice to the other Party.  |
| **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.  |
| **Dispute Resolution** |
| If a dispute arises regarding this MOU, INITIALS OF HEALTH CENTER and INITIALS OF REFERRING ORGANIZATION 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.  |
| **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.  |
| **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.  |
| **Amendments** |
| This MOU may be modified or amended in writing with the express written consent of both Parties.    |
| **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.

|  |  |
| --- | --- |
| NAME OF REFERRING ORGANIZATION Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_             Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | NAME OF HEALTH CENTERSigned: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

This document was designed by:

Westside Family Healthcare, Inc.
300 Water St STE 200
Wilmington, DE - 19801-5043