

**HCNO’s Memorandum of Understanding for Komen of Northwest Ohio Funding**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of September, 2016 by and between The Hospital Council of Northwest Ohio (“HCNO”), an Ohio nonprofit corporation and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Hospital”), an Ohio nonprofit corporation.

WHEREAS, HCNO operates as a member driven organization that represents and advocates on behalf of its member hospitals and health systems and provides collaborative opportunities to enhance the health status of the citizens of northwest Ohio; and

WHEREAS, Hospital is willing to become a participating hospital for the purpose of Komen funding to provide screening and diagnostic mammograms for individuals who lack health insurance coverage or those with high deductibles as well as work with a CHW employed by Toledo/Lucas County CareNet and assigned by HCNO;

NOW THEREFORE, in consideration of the above premises and covenants hereinafter set forth, it is hereby mutually agreed by and between the parties as follows:

1. Definitions
2. Participant means a person who meets all applicable eligibility requirements (no current public/private health coverage, or a person under-insured and who resides within Komen’s service area)
3. Komen Northwest Ohio’s service area includes: Monroe County in Michigan and the following 23 NW Ohio counties: Allen, Auglaize, Crawford, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Logan, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca, Shelby, Van Wert, Williams, Wood, and Wyandot.
4. Grant funds are not able to reimburse for services provided to individuals who reside outside of the Komen service area.
5. Participating Provider means a participating physician, participating hospital or other licensed health professional of facility who has signed an agreement to provide services associated with this agreement
6. Covered Services means the following services will be reimbursed at allowable rates at time of funding set by Ohio Affiliate of Susan G. Komen for the Cure: screening mammogram – bilateral; diagnostic mammogram – unilateral; diagnostic mammogram – bilateral; digital screening mammogram – bilateral; digital diagnostic mammogram – unilateral; digital diagnostic mammogram bilateral; CAD (computer aided detection); breast ultrasound; breast MRI; and breast biopsy services. Treatment services will be reimbursed at allowable rates set by Komen which will be the 2016 BCCP rates. If hospital does not have a surgeon on staff able to do a breast biopsy, lump-ectomy or mastectomy, they are strongly encouraged to only accept women who are eligible for BCCOP which is currently: over the age of 40 who are uninsured and below 200% of the federal poverty guidelines, and a US citizen to help ensure continuity of care through BCCP.
7. Securing Communication means that any email communication between HCNO and named hospital which contains information protected under HIPAA must be sent using a secured email setting. HCNO will not process any information received through unsecured email if it contains protected patient information.
8. Hospital Services
9. Limited Resource Against Patient. Hospital hereby agrees to seek payment for breast health services only from The Hospital Council of Northwest Ohio as allowable through Komen funding without holding the patient financially responsible for any uncovered services.
10. Radiology Billing: Hospital will receive both technical payment, as well as professional payment from HCNO, and is responsible for payment to radiology group if it is a contracted services.
11. Billing for Services: Partner hospital must bill the Hospital Council for services provided to grant recipients within 30 days of service; hospital recognizes that services which are not billed to HCNO within 30 days may not be paid. All invoices must be received by HCNO no later than April 30, 2018; those received after April 30, 2018 will not be paid. Partner hospitals will be notified of funding status and will be financially responsible for any services provided under this grant once funding has been exhausted while not holding the patient responsible.
12. Discrimination Prohibited. Hospital shall provide Hospital Services in the same manner and in accordance with the same standards offered to all hospital patients. Hospital, in accordance with the provisions, spirit and intent of this Agreement, shall not differentiate or discriminate in the treatment of Komen Patients or in the quality of services rendered to Komen Patients on the basis of race, creed, color, national origin, sex, age, religion, veteran status, handicap, place of residence, health status, source of payment or credit history.
13. Insurance Requirements. Hospital, at its sole cost and expense, shall provide and maintain such commercially available policies of general liability and professional liability insurance, or a program of self-insurance, providing coverage limits of at least $1,000,000 per occurrence and $3,000,000 in aggregate annually, coupled with at least a $5,000,000 umbrella over each.
14. Certifications. Hospital warrants that it is currently accredited by the Joint Commission on Accreditation of Healthcare Organizations or has CMS deemed status and is certified as a hospital provider under Title XVII (Medicare) and Title XIX (Medicaid) of the Social Security Act and that it shall maintain such accreditations and certification during the term of the Agreement. Hospital shall immediately notify The Hospital Council of Northwest Ohio of any action, investigation or proceeding to revoke, suspend, restrict, or otherwise affect such accreditation or certifications.
15. Insurance Validation. Hospital shall utilize its existing resources at the time of each service to validate whether patient has existing private or public healthcare coverage. Those with no mammogram coverage or with high deductibles are eligible for this program.
16. Planning & Implementation. Hospital is solely responsible for determining event capacity, scheduling & staffing of event, and publicity. Hospital is to provide all publications to HCNO for approval before use. Hospital is to provide HCNO with copies of all press releases related to the grant for approval. HCNO will provide technical support where needed along with a standardized “intake” form as well as staffing solely to provide generalized breast health education during event providing not more than one event is scheduled on a particular day.
17. Right to Use Hospital Name

Hospital agrees to allow The Hospital Council of Northwest Ohio to list its name, address, phone number and other contact information when publicizing events and in all reporting to Northwest Ohio Affiliate of Komen.

1. Term and Termination

The term of this Agreement shall commence if HCNO is funded by Komen for the 2017-2018 grant year on May 1, 2017 and will continue through April 31, 2018 based solely on approved funding through the Northwest Ohio Affiliate of Susan G. Komen for the Cure. Either party shall have the option of terminating this Agreement at any time upon thirty (30) days prior written notice to the other party. In the event of termination by either party, HCNO and Hospital shall use their best efforts to arrange for an orderly transition of patient care, consistent with standard of high quality medical care, for patients who are at the time under the care of Hospital, to the care of other participating Hospitals.

1. Independent Contractors

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purposes of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, the employee or the representative of the other.

1. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The Hospital Council of Northwest Ohio \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hospital)

By: \_W. Scott Fry\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_President & CEO\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_