



Pre-Authorization Services Agreement

I. This agreement dated \_\_\_\_\_ is made and entered into by \_\_\_\_\_ ("Ordering Physician") and Mountain Medical Imaging, LLC ("MMI").

II. Ordering Physician hereby designates MMI on a non-exclusive basis to submit clinical authorization requests on its behalf, including tasks typically required for pre-authorization of insurance coverage for patients referred to MMI for imaging services.

III. Ordering Physician hereby appoints MMI as its agent for purposes of obtaining preauthorization under this Agreement and grants MMI the authority to act on its behalf for the limited purpose of providing notifications to insurers and submitting patient information to the party responsible for preauthorization approval when it has been determined that Ordering Physician has been assigned primary responsibility for requesting preauthorization and Ordering Physician has accepted such assignment under a participating provider agreement with the patient's insurer. To assure compliance with applicable law, MMI's personnel shall identify themselves to insurers as personnel of MMI acting as duly authorized agents of Ordering Physician MMI, when acting as Ordering Physician's agent shall: (a) provide only information provided by Ordering Physician, Ordering Physician's patient or such patient's guardian or surrogate; (b) follow directives given to it by Ordering Physician for the performance of preauthorization services; (c) provide Ordering Physician with a copy of all information submitted on its behalf for such patients and to make such documentation available to the Secretary of Health and Human Services upon request; and (d) inform Ordering Physician promptly if any such preauthorization is denied or unusually delayed. Notwithstanding the foregoing, MMI shall not have the power or authority to undertake any other duty or incur any obligation or liability on Ordering Physician's behalf. MMI's authority hereunder is limited solely to acting as a conduit for the provision of information and documentation to obtain preauthorization from insurers.

IV. Ordering Physician shall promptly provide MMI with: (a) Ordering Physician's correct legal name, national provider identifier, and insurance plan identifier if different; (b) relevant portions of the patient's medical record; (c) prompt responses to inquiries posed by insurance companies; (d) log-in information (such as passwords) in the event the same are required to obtain preauthorization online; (e) a certification that Ordering Physician has initiated a request for MMI to perform the diagnostic services; (f) all relevant demographic and clinical information necessary to facilitate the pre-authorization and supporting the need for imaging services; and (f) such additional information as may be reasonably requested by an insurance company or reviewing agency. Ordering Physician agrees to speak with representatives of the insurance company when requested or required after MMI has endeavored to obtain approval without such intervention. Ordering Physician further agrees to maintain copies of patient information and medical charts it furnishes to MMI, to provide copies of same to insurers upon request and at no charge. MMI agrees to keep all personal information of Ordering Physician confidential and to return or destroy such information upon termination of this Agreement.

V. Each party shall use and disclose any Protected Health Information according to the requirements of the Health Insurance Portability and Accountability Act of 1996, or HIPAA, and the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations promulgated there under.

VI. In entering into this Agreement it is the intent of the parties to safeguard the patients' insurance rights and eliminate undue delays in the performance of medically necessary imaging procedures. Each party represents to the other that it is not its intent nor does it have any reason to believe that it is the intent of the other party to enter into this Agreement for the purpose of inducing patient referrals.

VII. MMI makes no assurances that its provision of preauthorization services hereunder shall result in approval of any preauthorization request. Further, MMI shall have no liability to Ordering Physician or any patient for any failure to obtain a preauthorization. Nothing in this Agreement obligates MMI to pursue any eligibility or preauthorization request to a health plan or insurer beyond the initial inquiry or to provide imaging services when a preauthorization request has been denied. MMI is under no obligation to appeal a denial of coverage or preauthorization for imaging services.

VIII. This Agreement may be terminated by either party at any time with or without cause immediately upon notice to the other party.

Ordering Physician
By: \_\_\_\_\_
NPI: \_\_\_\_\_
Company: \_\_\_\_\_
Tax ID: \_\_\_\_\_
Date: \_\_\_\_\_

MMI
By: \_\_\_\_\_
Title: \_\_\_\_\_
Mountain Medical Physicians Specialists
Date: \_\_\_\_\_