

ACR White Paper on Split Interpretations

Home › Business Practice › Kickback

This ACR White Paper on Split Interpretations was prepared by the Commission on Economics and the Legal Office to provide guidance to members on some of the issues raised by this practice.

The College has received a number of recent inquiries regarding both the propriety and the legality of so-called "split interpretations," wherein a radiologist and another physician split or divide the work and thus the reimbursement for interpretation of a single diagnostic imaging study.

For example, consider a cardiac CT study for which a cardiologist interprets the CT coronary angiogram and a radiologist interprets the noncardiac findings. In such a case, payers and patients will not pay two interpretation fees nor are there any appropriate CPT® modifiers to describe a split interpretation of a single diagnostic imaging study. Therefore, one physician would need to submit the claim for the service. The nonbilling physician might send a report to the billing physician, which is attached to, or incorporated into, the billing physician's final report. The billing physician might submit a claim for the professional component (or global fee if that physician owns the facility where the exam was performed) and pay the nonbilling physician a portion of that fee or perhaps just a preset amount.

These practices raise a number of important issues. This document is not intended to be a comprehensive list but addresses several of the major issues that should be considered.

Propriety and Patient Care Issues

Regarding the propriety of split interpretations, the ACR has taken the position that a single qualified physician should be responsible for the supervision and interpretation of cardiac CT and coronary CTA examinations.¹ This position is designed to assure the quality of the imaging examination and of the interpretation. The concept of a single, properly qualified interpreting physician is also referenced by the American College of Cardiology (ACC)² and is supported in a model Local Coverage Determination jointly written by the ACR and the ACC and distributed to all Medicare carriers in December 2005.

Dividing responsibility for these functions could lead to confusion about who is responsible for technical quality, who interprets which anatomic components, conflicts in reporting, and loss of expertise on the part of physicians participating in such arrangements. There is also the issue of disclosure of a split interpretation to the patient. Should patients be informed that two physicians are involved in their care? Should a patient be able to seek information and medical advice directly from the interpreting physician, and if so, which one should that patient approach?

Legal Issues

If ACR members are approached to participate in "split interpretation" arrangements and are considering this participation, despite the ACR position, there are a number of issues that they should consider. Also, they should consult their own corporate attorneys, malpractice carriers, and billing services.

Antikickback Law

The federal antikickback law prohibits the giving of any inducements when even one purpose is to obtain referrals of patients in federal health care programs such as Medicare. Therefore, radiologists cannot offer to do interpretations for cardiologists or anyone else at below market rates in order to gain referral volume. Fair market value is a difficult concept in this regard, since whenever several radiology groups seek the same work, the fees involved are usually subject to negotiation. While there would seem to be no problem when the radiologist is paid the full professional component fee, the situation is murkier when the professional component is split or a separate amount smaller than the professional component is paid. Then, the fair market value concept becomes a key factor. If the radiologist is involved in billing, it is the consensus of the ACR Economics Committee on Coding and Nomenclature that when a physician's opinion or advice regarding a specific imaging procedure is requested by another physician, and upon examination of the images the consulting physician provides his or her opinion or advice to the requesting physician in a written report, the specific procedure code with a -26 modifier (professional component only) should be used.

Medical Liability

There are a number of legal concerns raised by such arrangements.

- Whose name goes on the report and who signs the report?
- Which physician is liable for any misinterpretations?

It may not really matter, since most plaintiffs' lawyers will "shotgun" their claims, by filing against any and all physicians who participated in the case, no matter who actually made the error. Likewise, if the cardiologist is sued for a misinterpretation in the lung area, that cardiologist will almost certainly try to bring in the radiologist as a defendant, no matter who signed the report. In any event, given the significantly larger area read by the radiologist, the radiologist may be exposed to greater liability.

Again, this document is not intended to be all-inclusive. If a radiologist or radiology practice is approached to participate in a "split interpretation" arrangement, documentation of the arrangement as well as advice by corporate legal counsel and malpractice insurer is critical.

1. Weinreb JC et al. ACR Clinical Statement on Noninvasive Cardiac Imaging. *J Am Coll. Radiol.* 2005;471-7.
2. ACCF/AHA Clinical Competence Statement on Cardiac CT and MR. *JACC* 2005;46;2:389.