



CTeL DRAFT

PHYSICIAN CREDENTIALING AND PRIVILEGING AGREEMENT BETWEEN TELEMEDICINE ENTITY & HOSPITAL

TEMPLATE

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THIS PHYSICIAN CREDENTIALING AND PRIVILEGING AGREEMENT (**Agreement**) is between ABCD Health Services (**Telemedicine Entity**) and Public Memorial Hospital (**Hospital**), and is effective the latter of the dates signed (**Effective Date**).

The parties hereby agree as follows:

1. **Contractor Relationship.** Telemedicine Entity is a contractor of services to Hospital. Telemedicine Entity arranges for specialists engaged by one or more of its affiliated medical practices, to provide remote specialty services to Hospital patients (**Contracted Services**). For purposes of this Agreement, each affiliated specialist providing or anticipated to provide Contracted Services is a **Physician** (collectively, **Physicians**). Hospital and Physicians shall agree on a process by which Telemedicine Entity may obtain, or have access to, all the necessary patient records from Hospital.
2. **Compliance with Conditions of Participation.** Telemedicine Entity shall furnish Contracted Services in a manner that permits Hospital to comply with all applicable Medicare conditions of participation related to the Contracted Services, including but not limited to the requirements of 42 CFR 482.12(a)(1) through (a)(7); 42 CFR 482.22 (a)(1) and (a)(2) and 42 CFR 485.616(c), as such may apply to Hospital (collectively, the **Hospital Standards**).
3. **Telemedicine Entity Credentialing and Privileging.** Telemedicine Entity warrants that each Physician (i) will be credentialed and privileged by Telemedicine Entity according to Telemedicine Entity's credentialing and privileging processes and standards; and (ii) shall render Contracted Services within the scope of the Physician's respective privileges.
4. **State or Territorial Licensure.** At all times while providing Contracted Services to Hospital, each Physician will hold a license issued or recognized by the state in which Hospital is located.
5. **Decision of Governing Body.** Hospital's governing body has chosen to rely on Telemedicine Entity's credentialing and privileging decisions for purposes of Hospital's medical staff determining whether or not to recommend privileges to Physician.
6. **Telemedicine Entity to Provide Current List of Privileges.** Telemedicine Entity has supplied Hospital with Schedule 1, a list identifying each Physician and the scope of privileges granted by Telemedicine Entity. It is anticipated that this complement of physicians may change from time to time. In that event, the following procedures shall apply:

(a) *Action by Telemedicine Entity:* Telemedicine Entity shall provide Hospital with a revised Schedule 1 indicating the name of any new Physicians and an accompanying delineation of privileges for each new physician. If Telemedicine Entity has removed a Physician from the roster of physicians anticipated to provide Contracted Services going forward or if the telemedicine entity physician loses privileges, Telemedicine Entity will provide a revised Schedule 1.

(b) *Action by Hospital upon Receipt of New Schedule from Telemedicine Entity:* Hospital shall confirm the physicians listed on Schedule 1 can provide Contracted Services by signing and faxing the updated Schedule to Telemedicine Entity.

If the only changes were removals, Hospital agrees that Telemedicine Entity may remove the Physician(s) without waiting for a signed Schedule 1 to be returned.

(c) *Action by Hospital to Initiate Removal of a Physician.* If Hospital no longer wishes to receive Contracted Services from a Physician for reasons not requiring a hearing, Hospital will request that Telemedicine Entity remove the Physician from the roster, following which, Telemedicine Entity will supply an updated Schedule 1 as described in Section 6(a).

7. **Credentialing-Related Materials.** Telemedicine Entity shall provide electronic copies of credentialing materials and other reasonable evidence of Telemedicine Entity's compliance with the Hospital Standards. However, Telemedicine Entity will not provide Hospital or its agent a copy of any information it receives from the National Practitioner Data Bank or Healthcare Integrity and Protection Data Bank.

8. **Provision and Confidentiality of Quality Related Data.**

(a) *Hospital Duties.* Hospital shall provide Telemedicine Entity evidence of its internal review of each Telemedicine Entity-affiliated physician's performance of the privileges, for use in Telemedicine Entity's periodic appraisal of the physicians. At a minimum, this information must include:

(i) all adverse events that result from a physician's Contracted Services provided to Hospital patients, and

(ii) all complaints Hospital has received about the Physician.

If Hospital is a critical access hospital, Hospital is responsible for periodic evaluation and quality assurance reviews that comply with 42 CFR 485.641(b)(4)(v).

9. **Confidentiality.** The parties shall treat all credentialing information shared pursuant to Section 6 and all quality-related information shared pursuant to Section 8 as privileged and confidential. Such information is to be used for credentialing, quality improvement, and peer review activities only. Each party shall ensure that no portion of any materials or information received from the other party are disclosed by it or its agents to any employee or third party for reasons unrelated to evaluating the physician's quality and credentials to provide Contracted Services, except as required by law.

10. **Term and Termination.** This Agreement shall continue from the Effective Date until terminated by either party as provided, below:

(a) ***Upon Notice.*** Either party may terminate without cause on at least 30 days' prior written notice to the other party.

(b) ***Termination upon Material Breach.*** A non-breaching party may terminate this Agreement for cause at any time upon 30 days' written notice of intent to terminate. In the event the defaulting party cures such default within such 30 day notice period, the non-breaching party may elect, at its discretion, to rescind the termination notice in writing, in which case this Agreement shall continue in full force and effect.

11. **Legislative/Regulatory Modification.** If any law, regulation or standard is enacted, promulgated, or modified in a manner that, in the opinion of a party's legal counsel (i) prohibits, restricts or in any way materially affects this Agreement; (ii) subjects either Hospital or Telemedicine Entity to a fine or penalty in connection with its representations or responsibilities hereunder, or (iii) subjects either party to a loss of Medicare or Medicaid certification or accreditation body because of the existence of this Agreement or the applicable party's representations or performance of obligations hereunder, then within 30 days following notice from one party to the other, the parties shall complete the good faith negotiation of an amendment to this Agreement or a substitute agreement that will carry out the original intention of the parties to the extent possible in light of such law, regulation or standard and each party shall execute such amendment or new agreement.

If the parties cannot reach agreement on new terms within 60 days following the notice provided hereunder or such earlier date as necessary to avoid substantial penalties or fines, then this Agreement shall immediately terminate, following written notice of termination from either party.

12. **Indemnification.** Each of the parties shall indemnify and hold the other harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by either of the Parties, or by their respective employees, subcontractors or agents.

13. **Notice.** Any notice required by this Agreement shall be in writing and shall be deemed to have been properly given to a party (i) if hand delivered, (ii) if delivered overnight by courier service, effective on the first business day following delivery to such carrier, or (iii) if sent certified mail, return receipt requested, effective three (3) days after deposit in the United States mail, addressed to the address below or as the parties may designate by giving notice pursuant to this Section:

Public Memorial Hospital
5555 Dodge Avenue
Maintown, NY 00000

ABCD Health Services, LLC
123 Main Street, N.W.
Anytown, SD 00000

14. **Third-Party Beneficiaries.** This Agreement shall not confer any benefit or rights upon any person other than Hospital and Telemedicine Entity, and no third party shall be entitled to enforce any obligation, responsibility or claim of any party to this Agreement.

15. **Other Agreements.** This Agreement, including all exhibits hereto, contains the entire understanding and agreement of the parties with respect to the credentialing and privileging of Telemedicine Entity Physician. In the event of a conflict between a provision contained in this Agreement and a provision contained in an agreement or arrangement that existed prior to the Effective Date of this Agreement, the terms of this Agreement shall control and govern the actions of the parties.

16. **Counterparts.** This Agreement may be executed by facsimile signature or encrypted, digital signature, and by either of the parties in counterparts, each of which will be deemed to be an original, but all such counterparts will constitute a single instrument.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Physician Credentialing and Privileging Agreement effective as of the latter of the dates signed.

Public Memorial Hospital

ABCD Health Services, LLC

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

Schedule 1
List of Physicians

Instructions to Hospital:

If this is the first Schedule, all Physicians will be “A,” for added this Schedule. Please indicate that the Physicians may begin performing Contracted Services for Hospital by signing and dating and returning by fax to the fax number below. If strike outs are necessary, please make the change and initial it.

If this is a revised Schedule, note any added or removed physician, and, if the added Physician(s) may begin providing Contracted Services, sign and date the form and return it by fax to the fax number below. Previously listed Physicians will remain on the Schedule until they are removed.

When complete, please sign and fax back both pages to 555-000-0000.

Telemedicine Entity has issued privileges to the following Physicians and requests confirmation from Hospital that each Physician has been issued Hospital privileges or is otherwise permitted to provide Contracted Services to Hospital. Each Physician’s delineation of privileges is attached and incorporated herein.

The undersigned accept, attach, and incorporate this Schedule 1 into the Credentialing Agreement executed between Hospital and Telemedicine Entity. This Schedule 1 replaces the previous Schedule 1.

List of Physicians Privileged

NAME	A—Added via this Schedule R- Removed via this Schedule	NAME	A—Added via this Schedule R- Removed via this Schedule

NAME	A—Added via this Schedule R- Removed via this Schedule	NAME	A—Added via this Schedule R- Removed via this Schedule

Public Memorial Hospital

ABCD Health Services, LLC

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

Acknowledgements:

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For more information, contact:

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July 12, 2011 Revised