

Credentialing & Privilege Agreement with Distant Site Hospital

This Credentialing & Privilege Agreement (the “**Agreement**”) is made this ____ day of _____ (the “**Effective Date**”) by and between _____, a critical access hospital, (“**CAH**”) and _____ (“**Distant Site Hospital**”) (individually a “**Party**” and collectively, the “**Parties**”).

PURPOSE

The CAH is a critical access hospital participating in the Medicare program. CAH has engaged Distant Site Hospital to provide certain clinical services to CAH’s patients via electronic communications through physicians and practitioners employed or contracted by Distant Site Hospital (“**Telemedicine Services**”). Pursuant to 42 C.F.R. § 485.616, CAH is required to have a written agreement with Distant Site Hospital regarding the credentialing and privileging of Distant Site Hospital’s physicians and practitioners providing Telemedicine Services to CAH. The Parties desire this Agreement to satisfy the requirements of 42 C.F.R. § 485.616.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

1. **Distant Site Hospital Responsibilities.** Distant Site Hospital is and will at all times remain a Medicare participating hospital. Telemedicine Services shall be provided to CAH through physicians and practitioners (“**Providers**”) who have been appropriately credentialed or privileged by Distant Site Hospital as required by Medicare Conditions of Participation applicable to Distant Site Hospital. All Telemedicine Services will be provided in a manner that allows CAH to comply with applicable Medicare Conditions of Participation. Distant Site Hospital shall:

- (a) Determine, in accordance with applicable State law, which categories of Providers are eligible candidates for appointment to its medical staff;
- (b) Appoint members of the medical staff after considering the recommendations of the existing members of the medical staff;
- (c) Maintain medical staff governance processes, including medical staff bylaws, and that such medical staff bylaws and other medical staff rules and regulations have been approved by Distant Site Hospital;
- (d) Ensure that its medical staff is accountable to the Distant Site Hospital’s governing body for the quality of care provided to patients.
- (e) Ensure the criteria for selection to its medical staff are individual character, competence, training, experience and judgment; and

(f) Ensure that under no circumstances is the granting of staff membership or privileges dependent solely upon certification, fellowship or membership in a specialty body or society.

Each Provider will maintain all licenses, certifications and registrations required and recognized by the State of Iowa for the Provider to provide the specific Telemedicine Services he/she is providing to CAH patients located within the State of Iowa and Distant Site Hospital agrees to provide licensure documentation on Providers as may be requested by CAH from time to time. Providers shall only provide Telemedicine Services within the scope of the Provider's respective privileges and only to the extent those privileges are relevant at CAH. **Exhibit A** is a list identifying each Provider and the scope of privileges granted by Distant Site Hospital. Distant Site Hospital will update Exhibit A and provide CAH with an updated copy as necessary to ensure it is an accurate listing of Providers and the scope of their privileges. Distant Site Hospital shall provide CAH with copies of documentation as may be reasonably requested by CAH from time to time supporting compliance with these requirements.

2. **CAH Responsibilities.** CAH's governing body has approved, subject to the terms of this Agreement, the reliance by CAH on the credentialing and privileging decisions made by Distant Site Hospital regarding Providers. CAH's records will reflect that it has made the decision to rely on the credentialing/privileging decisions of the Distant Site Hospital pursuant to this Agreement. CAH will automatically: (a) grant Providers privileges at CAH based on the privileges they have at Distant Site Hospital but only to the extent such privileges are relevant at CAH; and (b) limit and/or terminate a Provider's privileges at CAH based on Distant Site Hospital's privileging decisions. CAH will routinely review Telemedicine Services provided to its patients by Providers and provide appropriate feedback to Distant Site Hospital for the Distant Site Hospital's use in periodically appraising Providers. At a minimum, CAH will review and send information to Distant Site Hospital on all adverse events that it becomes aware of that result from a Provider's provision of Telemedicine Services and any complaints the CAH receives about a Provider. The sharing of this information with Distant Site Hospital shall not constitute a waiver of any applicable peer review or quality assurance privilege. The parties shall keep such information confidential and only share such information to the extent required by applicable law and the parties shall treat such information as subject to any applicable peer review or quality assurance privilege or confidentiality protections.

3. **Term.** The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect for an initial term of one (1) year ("**Initial Term**"). This Agreement shall automatically renew for additional one (1) year terms unless either party terminates this Agreement as follows (the Initial and any renewal terms referred to as "**Term**"):

(a) **Without Cause.** This Agreement may be terminated for any reason whatsoever by either Party upon thirty (30) days prior written notice

(b) **Immediate Termination.** This Agreement may be immediately terminated by either Party if (i) the other Party is excluded, debarred, suspended, or otherwise ineligible for participation in any governmental health care program, as defined in Section 5; or (ii) Distant Site Hospital no longer participates in the Medicare program.

(c) **Mutual Termination.** This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

4. **Other Agreements.** All Telemedicine Services shall be provided in accordance with the agreement between the parties governing the provision of Telemedicine Services (“**Services Agreement**”). In the event the Services Agreement is terminated, this Agreement shall also automatically terminate.

5. **Excluded Provider.** Each Party represents and warrants that it is not now and at no time has it been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as a “**governmental health care program**”). Each Party agrees to immediately notify the other Party of any threatened, proposed, or actual exclusion of it from participation in any governmental health care program. In the event a Party is excluded from participation in any governmental health care program during the term of this Agreement, or if at any time after the Effective Date, it is determined that it is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

6. **Relationship of the Parties.** This Agreement is an independent contract between CAH and Distant Site Hospital. Neither Party shall be construed in any manner whatsoever to be an employee or agent of the other, nor shall this Agreement be construed as a contract of employment or agency.

7. **No Obligation to Refer.** No provision of this Agreement is intended to directly, indirectly, covertly or overtly, require or solicit referral of patients in any way, regardless of payor source.

8. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to CAH:

Attn: _____

If to Distant Site Hospital:

Attn: _____

9. **Compliance with Laws and Regulations.** Notwithstanding anything to the contrary in this Agreement, in the event either Party, in consultation with counsel, develops a good faith concern that continued operation of this Agreement or any activity of a Party is in violation of any applicable Federal, state, or local law or any regulation, order or policy issued under any such law, such Party shall immediately notify the other Party in writing of such concern, the specific activities giving rise to such concern and the reasons therefor. If an agreement on a method for resolving such concern is not reached within ten (10) days of such written notice, the activities described in the notice will cease or be appropriately altered until the concern is resolved, and in addition, either Party shall have the right to immediately terminate the Agreement.

10. **No Third Party Beneficiaries.** This Agreement is entered into by and between the Parties hereto for their benefit. There is no intent by either Party to create, imply or establish a third party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

11. **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party.

12. **Controlling Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the State of _____.

13. **Entire Agreement.** This Agreement and attachments including any Exhibits and Schedules contain the entire understanding between the Parties hereto with respect to the subject matter, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written; except as stated herein, neither this Agreement nor the attachments may be modified or amended other than by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date first above written.

CAH

DISTANT SITE HOSPITAL

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

LIST OF TELEHEALTH PROVIDERS & PRIVILEGES

[DATE]

SAMPLE