

CREDENTIALING DELEGATION AGREEMENT

THIS AGREEMENT entered into upon the date(s) set forth below, by and between Charleston Area Medical Center, Inc., hereinafter referred to as party of the first part, and _____ Hospital, hereinafter referred to as parties of the second part.

WITNESSETH:

WHEREAS, the Charleston Area Medical Center, Inc., the party of the first part, maintains a comprehensive physician credentialing program which complies with the requirements set forth by the Joint Commission on the Accreditation of Healthcare Organizations, and,

WHEREAS, all physicians who provide telemedicine consultation through the CAMC Institute telemedicine program are required to acquire and maintain medical staff privileges at Charleston Area Medical Center Inc., and,

WHEREAS, it would be administratively burdensome for each healthcare facility which participates in the CAMC Institute telemedicine program to individually investigate and credential all physicians participating in that program, and,

WHEREAS, Charleston Area Medical Center, Inc. is willing to conduct said investigations and provide credentialing services to the participants in the telemedicine program, the parties of the second part, and,

WHEREAS, it is the intention of the parties that this relationship by which credentialing of physicians participating in the CAMC Institute telemedicine program is delegated by the parties of the second part to Charleston Area Medical Center, Inc., the party of the first part, should be memorialized in a written document.

NOW, THEREFORE, in consideration of the mutual premises and covenants and conditions contained herein, the party of the first part and the parties of the second part do hereby agree as follows:

The responsibilities of the parties will be as follows:

Responsibilities of the party of the first part:

Demonstrate the ability to perform the required delegated functions as evidenced by policies and procedures that meet applicable regulatory and accrediting body standards.

1. Receive, review and process applications for appointment/re-appointment within the time periods specified within its Medical Staff Bylaws. Applications for initial appointment/re-appointment must include a signed attestation statement by the applicant regarding, at least, reasons for any inability to perform the essential functions of the position, with or without accommodation, the lack of present illegal drug use, history of loss of license and/or felony convictions and the history of loss or limitation of privileges or disciplinary action.
2. Verify, at least, the following from primary sources:

- a. current valid license to practice
 - b. status of clinical privileges at the hospital designated by the practitioner as the primary admitting facility, as applicable
 - c. a valid DEA or CDS certificate, as applicable
 - d. education and training, including graduation from medical school, dental school, podiatric school or chiropractic college and completion of a residency or specialty training, as applicable.
 - e. board certification, if the provider states that he / she is board certified on the application
 - f. review of the Medicaid/Medicare sanctions report effective on the date of this agreement for initial credentialing and re-credentialing.
3. Review the applicant's work history (at least the past 5 years) and investigate gaps in reported work history.
 4. Obtain a copy of the current malpractice coverage that shows the dates and amount of coverage from the insurance carrier or the practitioner and confirm that the coverage meets minimum Charleston Area Medical Center, Inc. requirements.
 5. Query the National Practitioner Data Bank or other accepted source accepted by the National Committee for Quality Assurance to obtain a history of professional liability claims that resulted in settlements or judgments paid by or on behalf of the practitioner.
 6. Provide an overview report of provider credentialing processes upon request.

Responsibilities of the parties of the second part:

1. To review to their satisfaction the Policies and Procedures of the party of the first part before execution of the agreement and as needed thereafter. Where it may be perceived that the policies and procedures of the party of the first part are not consistent with Joint Commission on the Accreditation of Healthcare Organizations standards, or other applicable regulatory body and/or accrediting body standards, written recommendations will be made to the party of the first part and it shall be provided an opportunity for revision within a mutually decided time frame.
2. The parties of the second part retain the authority to approve, suspend or terminate their organization's participation in the telemedicine program.
3. The parties of the second part retain all credentialing rights and responsibilities not delegated to the party of the first part, including but not limited to, the restriction or exclusion of any provider from rendering telemedicine consultations at their individual facilities

The parties agree that the information provided under this agreement is highly confidential, and maintaining the confidential nature of this information is essential. Each party agrees to use all reasonable efforts to maintain information generated or provided as strictly confidential as required by law.

This delegation agreement may be reviewed on an annual basis and shall be subject to approval by the parties of the second part based upon evaluation of the performance of Charleston Area Medical Center, Inc. in carrying out its responsibilities. Parties of the second part may request a corrective action plan and/or repeat on-site evaluation to address identified deficiencies. The parties of the second part maintain the right to revoke the delegation of any credentialing function by written notice to Charleston Area Medical Center, Inc., party of the first part.

IN WITNESS WHEREOF, the parties, as evidenced by signatures of representatives from each organization who are duly authorized to make such agreements, agree to execute their respective responsibilities, effective February 15, 2001 and until this delegation agreement is terminated in writing.

Charleston Area Medical Center, Inc., party of the first part,

By _____

Its _____

Date _____

Parties of the second part,

_____ Hospital,

By _____

Its _____

Date _____

