

[NOTE: THIS IS A SAMPLE AGREEMENT BETWEEN A CRITICAL ACCESS HOSPITAL AND A DISTANT SITE HOSPITAL DESIGNED TO SATISFY REQUIREMENTS FOR TELEMEDICINE CREDENTIALING BY PROXY. ADDITIONAL OR DIFFERENT REQUIREMENTS EXIST FOR SUCH AGREEMENTS BETWEEN DIFFERENT ENTITIES. THIS SAMPLE IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY. ANY AGREEMENT SHOULD BE REVIEWED AND REVISED AS APPROPRIATE TO THE USER'S CIRCUMSTANCES BEFORE IT IS USED]

**AGREEMENT FOR TELEMEDICINE SERVICES
(CAH-DISTANT SITE HOSPITAL)**

This Agreement for Telemedicine Services ("Agreement") is effective _____, 20__ ("Effective Date") by and between _____ ("Hospital") and _____ ("Distant Site Hospital").

BACKGROUND

1. Hospital is critical access hospital that wishes to contract with Distant Site Hospital to provide telemedicine services through Distant Site Hospital's credentialed medical staff.
2. Distant Site Hospital is a hospital that participates in Medicare and provides telemedicine services. Distant Site Hospital is willing to provide telemedicine services to Hospital as a contractor to Hospital.
3. Hospital intends to rely on the credentialing done by Distant Site Hospital for the medical staff members who will provide the telemedicine services (the "Telemedicine Practitioners").
4. The parties enter this Agreement to document their respective rights and responsibilities regarding the credentialing of Telemedicine Practitioners as required by applicable law and regulations, including but not limited to 42 C.F.R. § 485.616 as it shall be amended.

AGREEMENT

1. DISTANT SITE HOSPITAL RESPONSIBILITIES.

1.1 Confirmation of Credentialing Standards. Distant Site Hospital, through its governing body, hereby represents and warrants that it is in compliance with, and at all times during this Agreement shall comply with, the following requirements with regard to its Telemedicine Practitioners:

- (a) Distant Site Hospital has determined, in accordance with Idaho law, which categories of practitioners are eligible candidates for appointment to its medical staff.
- (b) Distant Site Hospital appoints members of its medical staff after considering the recommendations of the existing members of its medical staff.
- (c) The medical staff of Distant Site Hospital has medical staff bylaws.
- (d) Distant Site Hospital's governing body approves medical staff bylaws and other medical staff rules and regulations.
- (e) The medical staff of Distant Site Hospital is accountable to Distant Site Hospital's governing body for the quality of care provided to patients.
- (f) The criteria for selection to Distant Site Hospital's medical staff are individual character, competence, training, experience and judgment.

(g) Under no circumstances is the accordance of medical staff membership or professional privileges in Distant Site Hospital dependent solely upon certification, fellowship or membership in a specialty body or society.

(h) Distant Site Hospital is a Medicare-participating hospital.

(i) Each of the Telemedicine Practitioners is privileged at the Distant Site Hospital.

(j) Each of the Telemedicine Practitioners holds a license issued or recognized by Idaho under which the Telemedicine Practitioner may provide the telemedicine services.

(k) Distant Site Hospital is a contractor of services to Hospital and, in accordance with 42 C.F.R. § 485.635(c)(4)(ii) as it shall be amended, furnishes the telemedicine services in a manner that enables Hospital to comply with all applicable critical access hospital conditions of participation for the contracted services, including the requirements in 42 C.F.R. § 485.616.

1.2 Telemedicine Privileges. Distant Site Hospital will maintain and provide to Hospital a current list of each Telemedicine Practitioner's privileges at Distant Site Hospital. Distant Site Hospital is responsible for updating and immediately providing the updated list to Hospital. The list shall not include any Telemedicine Practitioner who does not hold privileges at Distant Site Hospital

1.3 Review of Care. Distant Site Hospital shall periodically review the quality and appropriateness of the diagnosis and treatment furnished through telemedicine by doctors of medicine or osteopathy at Hospital.

2. HOSPITAL'S RESPONSIBILITIES. With regard to each of the Telemedicine Practitioners who hold privileges at Hospital, Hospital will do the following:

(a) Hospital will conduct and document an internal review of the Telemedicine Practitioner's performance of such privileges.

(b) Hospital shall send to Distant Site Hospital the internal review information for use in the periodic appraisal of the Telemedicine Practitioner. At a minimum, this information shall include all adverse events that result from the telemedicine services provided by the Telemedicine Practitioner to Hospital's patients and all complaints that Hospital has received about the Telemedicine Practitioner.

3. TERM AND TERMINATION. This Agreement shall commence on the Effective Date and continue until terminated by either party.

3.1 Termination Without Cause. Either party may terminate the Agreement without cause upon thirty (30) days prior notice.

3.2 Termination With Cause. Either party may terminate the Agreement immediately for cause, which shall include but shall not be limited a material breach of warranties or representations in this Agreement or a material breach of the terms and conditions of this Agreement.

4. COMPLIANCE. In performing the services required by this Agreement, the parties shall comply with all applicable laws and regulations, including but not limited to regulation governing the credentialing of telemedicine as set forth in 42 C.F.R. part 485, as it shall be amended.

HOSPITAL, by:

Name: _____

Signature: _____

Title: _____

Date: _____

DISTANT SITE HOSPITAL, by:

Name: _____

Signature: _____

Title: _____

Date: _____