



# Credentialing but better.

Clinton Regional Hospital

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Proposal for Credentialing Services



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HEALTHCARE SERVICES



info@FifthServices.com  
5ACVO.com

# Credentialing Services Index

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Smarter. Simpler. Better.  
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Smarter.  
Simpler.  
Better.

## Executive Letter

August 25, 2023

Mike Thomas  
Consultant  
Clinton Regional Hospital  
100 N. 30th Street  
Clinton, OK 73601

Dear Mike,

Thank you for the opportunity to discuss establishing a working credentialing relationship with you. We look forward to seeing what the future holds.

Fifth Avenue has been in the credentialing business for nearly two decades, and we have worked with a wide variety of healthcare clients on all sides of the credentialing transaction. Our team's experience and expertise specific to credentialing make us uniquely qualified to partner with you.

Over 63% of our team each have more than a decade of experience, and together we have 400+ years of experience, dedicated to making your credentialing process as efficient as possible.

Additionally, the Fifth Avenue companies leverage a significant technology advantage through our proprietary software giving us the ability to continually customize client solutions and adjust to clients' changing needs.

We look forward to any questions or feedback you may have and we are eager to get started on this project with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe D. Spann'.

Joe D. Spann  
Chief Executive Officer

Fifth Avenue Healthcare Services

Part of the Fifth Avenue Family



## SMARTER Credentialing means less work, more control [control > work]

5A  
CVO

By giving our Providers smarter tools yielding greater control, it has the affect of **reducing your workload from at minimum 52 traditional credentialing activities required to produce a file ready for committee down to simply six steps.**

Six steps is all that is needed for our Providers to be able to present a completed file to your Board or Committee for their decision.

Credentialing Before working with 5ACVO

52

Traditional Credentialing Activities Required

Credentialing AFTER working with 5ACVO

6

Reduced Down to 6 Simple Steps

## SMARTER Credentialing means less cost, more resources [resources > cost]

5A  
CVO

Infusing your credentialing process with **expertise** while grafting in the best technology = smarter credentialing. Our team has **385+ years of combined industry experience.** Our Providers have ONE point of contact and soon will have **ONE** web portal with a single login that provides access to all your credentialing data.

Additionally, 5ACVO credentialing cost is about **69% lower than the average market cost.** Visit [www.5ACVO.com/smarter-credentialing-less-cost-more-resources/](http://www.5ACVO.com/smarter-credentialing-less-cost-more-resources/) for metrics and details.

385+

Years of Experience

63%

of the 5A team have 10+ years experience

69%

Lower Cost vs Traditional Credentialing

1

ONE Simple Administrative Solution

## SMARTER Credentialing means less risk, more reward [reward > risk]

5A  
CVO

We want to help our Providers see as many patients as possible while generating efficient revenue. Smarter credentialing increases your available billing time by an average five days.

Research from **NAMSS** shows a CVO is 5 days faster than a specialty hospital (7 days faster than an acute hospital) (NAMSS Medical Service Staffing Study Sept 2009) in average turnaround time to verify a file. Using the **Merritt Hawkins** study of the net average annual revenue generated by primary care physicians and the NAMSS five (5) additional billing days equates to an average **\$47,196** in new billing opportunity per CVO credentialed Provider.

5

Days of Additional Billing

\$47,196

Average New Revenue Generated per CVO Credentialed Provider

69%

Lower Cost vs Traditional Credentialing



The credentialing web portal  
allows you to



### Track Everything

**Track** everything including health plan enrollment, current status and updates, credentialing files in progress, reappointment filings, historical files, expiring documents, committee dates and more.



### Customize Everything

**Customized** portal for your group including logins for administrators with health plan participation status and credentialing data.



### Report Everything

**Report** everything as all data is accessible and all reports can be customized. Report all files processed. Report historical rosters and expirables.



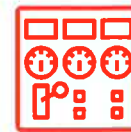
### Save Everything

Upload and **save** your documents in your customized **e\*filing cabinet**. One eco system where all your data lives in **ONE** place. Simple and available for you to review, download, print and email anytime.



### Access Everything

**Access** your data including your providers' credentialing progress and your groups' health plan enrollment status, applications sent and received along with historical and current rosters.



### Control Everything

Update rosters, change health plan enrollment requests, order new files, cancel files in process, request rush and update applications.



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## Fee Schedule

| SACVO Services   | Delivery Method                               | Cost                 | Comments  |
|--|---|----------------------|---|
| One Time, Staff Member Set-Up                                      | -   | \$100                | One time setup fee, per person on staff and for each new applicant  |
| Initial File Processing  | Electronically SFTP                           | \$285                | Initial application processing as requested by the facility. Usually done within 30 to 45 days of receiving a complete application. Billed on a per file basis plus pass through expenses.  |
| Expediting Fee (Optional)  | Electronically SFTP                           | \$200                | Expedited request of less than 60 days; process calls for email addresses, fax or phone verifications to rush responses for peer references, hospital affiliation, education and training.  |
| Reappointment File   | Electronically SFTP                           | \$200                | Completed on the current facility schedule. Billed on a per file basis plus pass through expenses.  |
| 10 Year Background Check at time of Initial and / or Reappointment | Electronically SFTP                           | \$50                 | National Criminal and Sex Offender search, 10 years county state criminal search, 10 years Federal Court search, FBI Most Wanted and Federal Terrorist List.  |
| File Maintenance   | Ongoing Updated Document collection           | \$40                 | Obtaining updated copies or verifications of expirable documents: License, Insurance, DEA, and State CDS if applicable. Billed on an annual basis per provider on staff.  |
| Application Sent   | Electronically or Paper Delivery as Requested | \$35                 | Per application to cover administrative and follow up work completed  |
| Ongoing Monitoring   | Ongoing                                       | \$20                 | Includes continuous query with NPDB and monthly checks of OIG and SAM exclusion lists. Other non-provider employees can be added to the database for exclusion checking. Billed on an annual basis per provider on staff.                                   |
| Out of sequence element requests                                   | Extra non-routine items                       | \$20<br>\$15<br>\$10 | If a file needs to be refreshed or there is a need for a single Element request beyond the normal collection of applicant items, or verifications, there is a \$20 charge for the first element, \$15 for the second, and \$10 for each additional element. |
| Pass-Through Fees  | As requested or needed by client or source    | N/A                  | Verification fees and mail charges incurred during verification are passed through to the client. Billed in the following month   |



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[5ACVO.com](http://5ACVO.com)



## **Fifth Avenue Physician Services, LLC CVO Agreement**

THIS AGREEMENT is effective \_\_\_\_\_, 2023, between Fifth Avenue Physician Services, LLC, an Oklahoma limited liability company ("CVO") and **Clinton Regional Hospital (Client)**.

WHEREAS, CVO's mission is to provide certain credentialing data and baseline primary source verification in the most efficient and cost-effective manner to healthcare organizations, such as hospitals, surgery centers, networks and other managed care organizations; and

WHEREAS, Client needs certain credentialing data and primary source verification to evaluate applicants to safely care for its patients; and

WHEREAS, both parties desire to enter into this Agreement for the purpose of furthering each of their businesses while reducing the burden of the credentialing process.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### **I. CVO RESPONSIBILITIES AND SERVICES**

- 1.1 **Scope of Services.** CVO will provide to Client the credentialing services detailed below, sometimes referred to herein as the "Credentials Verification Services."
- 1.2 **Data & Replies.** CVO will assist health professionals seeking credentialing or reappointment with Client (each, an "Applicant") in submitting and correctly completing all Client forms. If Applicant is not adequately responding in a manner consistent with attaining Client's stated timeframe goals then CVO will notify Client. CVO is not ultimately responsible for ensuring that Applicant has submitted or correctly completed Client forms in a timely manner. CVO will use its best efforts to verify the information submitted by Applicant by obtaining responses from all agreed upon sources within 45 days after submission to CVO of all of Applicant's information. CVO reserves the right to use secondary sources upon Client's prior written approval of such source. CVO is not responsible for the correctness, completeness, or expediency of the information supplied by primary or secondary sources. Client is solely responsible for the contents of its files and verification of all information provided by Applicant. For details on CVO's policy regarding initial attempts and obtaining replies from applicant and sources please see Exhibit D.



1.3 Ownership of Materials and Information. The parties agree that all materials and information obtained from Applicant, Client, other health care facilities, or primary or secondary sources is the property and under control of CVO, and CVO's only obligation pursuant to this Agreement is to provide complete and legible images of this material to Client.

1.4 Description of CVO Services. CVO will provide the following Credentials Verification Services as indicated by initialing in the associated space(s):

1.4.1 [ ] Sending out Application Packets: Client will provide initial application packet contents to CVO, which CVO will distribute to Applicant at the explicit request and direction of Client.

1.4.2 [ ] Initial Application Processing:

(i) CVO will review the completed applications for completeness and request additional information from Applicant as necessary for baseline processing. CVO is not responsible for the failure of Applicant to provide requested information or documentation, nor is CVO responsible for Client forms that are incomplete or not filled out accurately. CVO can begin processing an application after a signed and dated release is received from Applicant and a reasonable amount of information is available to begin the verification process.

(ii) CVO will request applicable primary source verifications of the following elements according to Client's specifications as modified from time to time and listed in Exhibit B of this Agreement:

- Professional school of graduation or ECFMG as appropriate
- US Internship / Residency / Fellowship training programs
- Healthcare affiliations (past and present)
- US military service (service after medical school)
- University appointments (when primary livelihood)
- Applicable state licenses and sanctions
- Professional references (up to three)
- DEA and primary State Controlled Substance Certificates
- Professional liability insurance coverage (current)
- Claims history (past five years of private practice)
- Board certification (AOA / ADA / APMA / Applicable Board Website)
- Medicare / Medicaid Sanctions (OIG / SAM)
- Criminal Background Check (if Client assigns CVO and provider signs additional release)
- National Practitioner Data Bank (if Client assigns CVO as agent with NPDB)

(iii) CVO will make every effort to obtain verification from the primary sources expeditiously. At its discretion, CVO may use secondary and alternative sources

upon Client's prior written approval of such source. Written, electronic, faxed, or documented telephone verifications are acceptable.

- (iv) CVO will provide periodic updates to Client within 2 weeks after submission of the application to CVO (unless an expedited file option is selected by Client). CVO will use best efforts to provide images of the completed initial file to Client within sixty (60) days after submission to CVO. The completed file includes the application, documents, client forms, and source replies.

#### 1.4.3 **Reappointment:**

- (i) Client will provide reappointment packet contents to CVO at least six months in advance of the board appointment month. CVO will provide the reappointment packet to Applicant at least four months in advance of the board approval month. CVO will include a CVO Release in the reappointment packet.
- (ii) CVO and Client will coordinate with each other to ensure that Applicant returns the completed reappointment packet in a timely manner. It is ultimately the responsibility of Client to contact Applicant to expedite submission of late packets. CVO will use its best efforts to complete a late file by the date needed. A reappointment packet returned by Applicant can begin processing once a signed and dated release is received from Applicant along with enough information to begin verifications.
- (iii) CVO will request, as appropriate, primary source verification of the following elements for the period since Applicant's last reappointment with Client:
- Primary state license to practice and sanctions
  - Active hospital affiliations
  - Professional references (up to two)
  - Malpractice claims history (since last credentialing cycle)
  - Board certification (ABMS/AOA/ADA/APMA)
  - Medicare/Medicaid Sanctions
  - Criminal Background Check (if Client assigns and provider signs additional release)
  - National Practitioner Data Bank (if Client assigns CVO as agent with NDPB)
- (iv) Written, electronic, faxed, or documented telephone verifications are acceptable. At its discretion, CVO may use secondary and acceptable alternative sources in lieu of primary sources for verification.
- (v) CVO will provide images of the completed reappointment file to Client at least one month prior to the month of the board meeting, unless submitted late by Applicant. The completed file includes the packet, documents, client forms and source replies, unless requested otherwise.



- 1.4.4 **Document Collection Program:** CVO will track, on an ongoing basis, renewals of malpractice insurance, DEA registration through NTIS, medical license through the licensing board itself, and as applicable, the state controlled dangerous substance registration. Malpractice insurance renewals may be a copy of the certificate from Applicant or from the insurance agent or carrier. CVO will provide one of the following to Client: a copy of the item, notification of non-renewal, or notification of non-receipt of a renewal document.

## II. CLIENT RESPONSIBILITIES AND RIGHTS

- 2.1 Scope of Responsibilities. Client will perform the duties and assume the responsibilities as they pertain to this Agreement described below.

2.2 Description of Responsibilities.

- 2.2.1 Client will be responsible for providing updated privilege forms to CVO and provide guidance as to which forms to use for each Applicant. CVO will distribute the privilege forms at Client's request to the appropriate Applicant but will not otherwise participate in the privileging process. Client will perform any duties or specific reviews that are necessary for privileging. It is Client's sole responsibility to review each file and make recommendations to the appropriate committee. Client will also be solely responsible for the communication of that committee's subsequent decision and Applicant's rights according to Client's bylaws, rules and other procedures.
- 2.2.2 Client will follow-up with Applicant for reappointment packets not returned to CVO in a timely manner. Client will further communicate with CVO regarding which packets will not be returned, when to expect a late return, and other information to assist in completing files in the timeframe needed.
- 2.2.3 Client will provide all requested information and assist CVO in a timely manner to facilitate CVO's completion of all services to be performed by CVO under this Agreement. CVO will not be held responsible for the accuracy of the information received by Client, and Client understands CVO cannot perform its duties without the necessary information and assistance from Client. Client is solely responsible for the contents of its files and verification of all information provided by Applicant.
- 2.2.4 Client will provide to CVO all required Applicant information, including full name and title, specialty, birth date, address, phone, fax, email, last reappointment date, and next expected reappointment date, for the CVO to fulfill its duties. Client will provide updates to CVO with the specific changes and additions and deletions to its medical staff roster as soon as possible, but at least quarterly.



- 2.2.5 Client will be responsible for notifying its medical staff that CVO has been retained as its agent for collection of credentialing information, noting that they should promptly respond to CVO's requests for documentation and information.
- 2.2.6 If Client wishes CVO to query the National Practitioner Data Bank ("NPDB"), Client will coordinate with the data bank to obtain and submit required authorizations to specifically designate CVO as its agent to query.
- 2.2.7 Client recognizes that each Applicant must submit a signed release that authorizes CVO to provide Applicant information to Client before CVO can proceed. Client will assist CVO as may be necessary to collect said release from Applicant. Client will not hold CVO responsible if proper releases cannot be obtained and files or other services must remain unprocessed.
- 2.2.8 Client acknowledges that it has sole responsibility for the content of its files; its evaluations and timelines; the credentialing requirements imposed by any regulatory body, including but not limited to The Joint Commission, American Association for Ambulatory Health Care, National Committee for Quality Assurance, and the State Department of Health; and for Client's own bylaws, rules and regulations.
- 2.2.9 Client is responsible for providing the necessary information in a timely manner for CVO to process reappointment files. Client agrees to provide CVO with the name, specialty, address, and specific forms for Applicant at least six months prior to the month of board consideration (if CVO is to send out packets). Otherwise, Client will collect, follow-up on non-receipt, and provide completed applications to CVO for processing at least four months prior to the month scheduled for board approval.

### **III. FEES**

- 3.1 The fees payable to CVO for the Credentials Verification Services are described in Exhibit A. CVO will submit its invoice electronically each month or year to Client and payment for the monthly or annual fees due are to be remitted electronically or by mail within twenty (20) business days after the date of Client's receipt of CVO's invoice.

### **IV. TERM AND TERMINATION**

- 4.1 Term. The term of this Agreement will be for one (1) year commencing on the effective date set forth above. This Agreement will automatically renew for consecutive annual terms thereafter.



- 4.2 Termination with Cause. Either party may terminate this Agreement upon the material breach thereof by the other party; provided that the party committing the alleged breach will first be given written notice of the breach by the notifying party and receive thirty (30) business days to cure such breach. Material breach by Client will include Client's failure to pay all undisputed fees and other amounts due within twenty (20) business days of receipt of invoice from CVO. Material breach by CVO will include CVO's failure to provide the services described. In the event such material breach is not cured within the prescribed period, then this Agreement will, at the option of the notifying party, cease and terminate after such thirty (30) business days.
- 4.3 Immediate Termination. Either party may immediately terminate this Agreement in the event of conviction or indictment of a felony of the other party, a filing of a voluntary or involuntary petition of bankruptcy or insolvency by the other party, an assignment for the benefit of creditors by the other party, or a loss of any necessary licensure by the other party.
- 4.4 Termination Without Cause. Either party may terminate this Agreement without cause upon at least sixty (60) days advance written notice to the other party.
- 4.5 Obligations Following Termination. CVO will provide Client with copies of files in process at the termination of this Agreement in a timely manner. Copies of applications received by CVO before the termination of this Agreement but not completed or in process at the termination of this Agreement, will be made available to Client, upon request, at a rate of fifty dollars (\$50.00) each. CVO will immediately invoice Client for all outstanding balances for files processed and will be paid by Client within twenty (20) business days after Client's receipt of the invoice.
- 4.6 Survival of Obligations. The rights and obligations of the parties regarding fees, obligations following termination, confidentiality, solicitation of employees, and warranty will survive the termination or expiration of this Agreement.

## V. CONFIDENTIALITY

- 5.1 Confidentiality of Client Information. CVO shall hold in strict confidence and shall not release or disclose information about Applicant or Client except as permitted hereby in performance of its obligations under this Agreement or as required by law. Client shall hold information about Applicant in strict confidence as required by law or in performance of its obligations under this Agreement. CVO and Client shall treat such information as private, confidential and privileged. CVO shall preserve the privileged nature of the information in performing services under this Agreement. The parties shall use reasonably good faith efforts to ensure that their respective assignees, agents, subcontractors and employees maintain the same level of confidentiality. Client recognizes that CVO contracts with other healthcare



organizations and may provide the same, similar, or updated information or primary source verifications to other clients as were provided to Client. CVO may also use, with Applicant's and Client's permission, Applicant's data for researching and offering other CVO services which may be beneficial to Applicant.

- 5.2 Confidentiality of CVO Processes and Systems. Client shall hold in strict confidence and shall not release or disclose this Agreement (except as required by law) or any information about CVO's business processes, fees, procedures, manuals, contracts, systems, or software. Client shall use reasonably good faith efforts to ensure that its assignees, agents, subcontractors and employees maintain the same level of confidentiality.
- 5.3 Information Use. Unless directed otherwise in writing, Client hereby grants approval for CVO to disclose and include Client's name in marketing and promotional materials to other prospective clients.

## VI. OTHER TERMS AND CONDITIONS

- 6.1 Solicitation and Employment of Employees. During the term of this Agreement and for twelve (12) months thereafter, neither party will attempt to employ the other's employees through any direct method of recruitment without the prior written consent of the other party. If an employee of one party seeks employment with the other on their own initiative, or responds to an advertisement for employment, or is referred for employment by any outside source or non-managerial employee of the other, this shall not be considered direct recruitment prohibited by this provision.
- 6.2 Arbitration. The parties shall settle any dispute, disagreement or controversy arising out of or relating to this Agreement, except as such dispute, disagreement or controversy may relate to CVO's compensation, by arbitration in accordance with the rules for arbitration of the American Health Lawyers Association. The parties shall undertake any arbitration pursuant to the Federal Arbitration Act, where possible, and the decision of the arbitrators shall be final, binding, and enforceable in any court of competent jurisdiction. In any dispute in which a party seeks more than \$100,000 in damages, they will utilize three arbitrators. Otherwise, they will utilize a single arbitrator. The prevailing party in any such proceeding shall be entitled to recover costs, including reasonable attorneys' fees. In resolving all disputes between the parties, the arbitrators will apply the laws of the State of Oklahoma. The parties will be entitled to conduct document and other discovery to the extent permitted by the arbitrators. The parties shall keep the proceedings private and confidential.
- 6.3 Response to Subpoena and Other Legal Processes. CVO may retain legal counsel if presented with a subpoena or other legal process for CVO to produce documents related to an Applicant. CVO will notify Client following receipt of said legal process. Client may also retain counsel at its discretion. If CVO objects to producing documents on the grounds that the information is privileged, Client will

reimburse CVO the costs in retaining legal counsel, plus other reasonable related expenses, to assert such privilege where applicable. If there are additional CVO clients related to Applicant's file, these CVO legal expenses will be split among Client and CVO's other clients for reimbursement to CVO.

## VII. WARRANTY LIMITATION AND INDEMNIFICATION

7.1 Warranty Limitation. CVO warrants that, during the term of this Agreement, all services provided by CVO will be performed in a professional manner. THIS IS A SERVICES AGREEMENT. EXCEPT AS PROVIDED EXPRESSLY IN THIS AGREEMENT, CVO MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER.

7.2 Indemnification.

7.2.1 CVO shall defend, indemnify and hold harmless Client, its employees, officers, directors, agents, successors, and assigns from and against all claims, costs, damages, and liability of any kind whatsoever (including without limitation court costs, expenses, and reasonable attorneys' fees), which may result from or arise in connection with the failure by CVO, its agents, employees, subcontractors, or representatives, to perform any obligations or provide services under this Agreement or arising out of or caused by the negligent or intentional acts or omissions of CVO, its agents, employees, subcontractors, or representatives, so long as such liabilities do not arise as a result of the willful misconduct or gross negligence of Client.

7.2.2 Client agrees to defend, indemnify and hold harmless CVO, its employees, members, managers, officers, directors, agents, successors, and assigns from and against all claims, costs, damages, and liability of any kind whatsoever (including without limitation court costs, expenses, and reasonable attorneys' fees), which may result from or arise in connection with the failure by Client, its agents, employees, subcontractors, or representatives, to perform any obligations or provide services under this Agreement or arising out of or caused by the negligent or intentional acts or omissions of Client, its agents, employees, subcontractors, or representatives, so long as such liabilities do not arise as a result of the willful misconduct or gross negligence of CVO. Client further agrees to indemnify and hold harmless CVO, its employees, members, managers, officers, directors, agents, successors, and assigns against all claims by Applicants or other professionals for whom Client has requested credentialing services pursuant to this Agreement.

7.2.3 If either party to this Agreement is presented with any claim, demand, suit, or other proceeding which might be covered by this section, such party shall notify the other party promptly. Thereafter, both parties shall participate in the defense of such claim, demand, suit, or proceeding, according to each party's



share of culpability or legal responsibility (if any) as reasonably appears from the asserted claim, demand, suit or proceeding. Each party shall bear its own expenses incurred in defending against its own culpability or legal responsibility. CVO and Client intend that under no circumstances shall either party be made to answer for the culpability or legal responsibility of the other party or of the parties' privies. This Agreement shall be at all times construed to effectuate that intent.

## VIII. OTHER MATTERS

- 8.1 Entire Agreement. This Agreement describes the entire agreement between Client and CVO relating to the subject matter hereof and supersedes all prior written and oral agreements and understandings between the parties pertaining to the Credentials Verification Services. No modification, amendment, termination, or discharge of this Agreement or any of its provisions will be binding on either party unless confirmed by a written instrument signed by authorized representatives of Client and CVO.
- 8.2 No Waiver. The respective rights of the parties hereunder are cumulative. The non-exercise or waiver of any right by either party under this Agreement will not adversely affect either party's subsequent exercise of the same right or any other right for the same or subsequent breach or threatened breach.
- 8.3 Relationship of Parties. The parties have entered into this Agreement as independent contractors, and neither party nor any employee, agent or other person affiliated with such party shall be deemed an employee, agent or joint venturer of or with the other party. A party shall not be liable for any injuries to the agents or employees of the other party, or for damage to the property of the other party, unless such injury or damage is directly caused by its agents' or employees' negligence or willful misconduct.
- 8.4 Headings. The headings contained in this Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.
- 8.5 Governing Law. Except as provided in the section above entitled "Arbitration," this Agreement will be governed by, and construed in accordance with, the laws of the State of Oklahoma.
- 8.6 Severability. If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will remain in full force and effect.
- 8.7 Binding Effect and Assignment. This Agreement is binding upon, inures to the benefit of, and is enforceable against CVO and Client, and their respective legal representatives, permitted assigns, and successors in interest. This Agreement



may be assigned or transferred, in whole or in part, by CVO or Client with written notice to the other party and subsequent written approval by the non-assigning party. Both parties agree to not unreasonably withhold said approval, providing the successor can adequately substantiate its ability to assume the duties and responsibilities described in this Agreement. Client acknowledges that, in providing the Credentials Verification Services hereunder, CVO may subcontract certain of its duties and responsibilities to certain other companies with specific areas of expertise on terms that are consistent with the obligations imposed on CVO by this Agreement, including but not limited to compliance and Applicant confidentiality. If CVO enters any such subcontract, CVO will disclose to Client in writing the identity of the subcontractor.

- 8.8 Notices. Any notice, payment demand, or communication required or permitted to be given under this Agreement will be effective on the date of receipt if sent or delivered to:

**Client Name:** Clinton Regional Hospital  
**Street Address:** 100 N. 30<sup>th</sup> Street  
**City, State, Zip:** Clinton, OK 73601

**CVO: Fifth Avenue Physician Services**  
1209 S Frankfort Ave Ste 304  
Tulsa, OK 74120  
[mailing PO Box 690117, Tulsa, 74169]

- 8.9 Authority. The parties acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that the Agreement is being signed by persons duly authorized to act for the respective parties.
- 8.10 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same document.
- 8.11 Internal Audit Rights. Client shall have the right under this Agreement upon reasonable notice to CVO to engage its own certified public accountants or independent third-party examiners at Client's expense for the purpose of performing audits or reviews that may be considered necessary by Client to determine the accuracy and correctness of the accounting and information being performed and provided by CVO. CVO shall cooperate and furnish such accountants or examiners with all information necessary to perform and complete all audits or review procedures determined to be necessary by Client. A confidentiality agreement and any other agreements required under HIPAA will be signed and completed by Client's accountants or examiners prior to any examination or audit of CVO's records.



- 8.12 Transmission of Files. Credentialing information may be provided to and from Client, Applicant, and CVO by a postal service, or electronically.
- 8.13 Access to Information. To the extent required by applicable law or regulation, CVO will allow the Comptroller General of the United States, the Secretary of the Department of Health and Human Services, and their duly authorized representatives access to this Agreement and CVO's books, documents, and records necessary to verify the nature and extent of the cost of providing services under this Agreement until the expiration of four years after the services are provided under this Agreement. Such access will be provided in accordance with Subpart D of Title 42 of the Code of Federal Regulations and regulations issued pursuant to Section 1861 of the Social Security Act. If either party conducts any of its obligations hereunder under a subcontract where the value of services by, or payments to be made to, a subcontractor who is related to or affiliated with the party is \$10,000 or more, the party agrees to include a requirement like that contained in this section in any such subcontract. No attorney-client, accountant-client or other privilege will be deemed to have been waived by Client or CVO by this section.

### EXHIBIT A - CVO Fee Schedule

| <b>CVO Service Fee Description</b>                                  | <b>Method and Delivery</b>          | <b>Fee</b>           | <b>Comments</b>  |
|---|-------------------------------------|----------------------|--|
| Setup Fee   | -                                   | \$100                | Per provider, billed upon receipt of the provider roster or new applicant request.   |
| Initial File  | Electronic SFTP                     | \$285                | Initial application processing as requested by the facility. Usually done within 45 days of receiving a complete application. Billed on a per-file basis.  |
| Reappointment File  | Electronic SFTP                     | \$200                | Completed on the current facility schedule. Billed on a per file basis plus pass-through expenses.   |
| Expediting Fee (Optional)   | Electronic SFTP                     | \$200                | Expedited follow up process; call for fax numbers and phone verifications to rush responses for peer references, hospital affiliation, education, and training.  |
| 10 Year Background Check - at time of Initial or Reappointment      | Electronic SFTP                     | \$50                 | National Criminal and Sex Offender search, 10 years county/state criminal search, 10 years Federal Court search, FBI Most Wanted, and Federal Terrorist List.  |
| Staff Physician File Maintenance                                    | Ongoing updated document collection | \$40                 | Obtaining updated copies or verifications of expirable documents: License, Insurance, DEA, and State CDS if applicable. Billed on an annual basis per provider on staff.   |
| Sending & Tracking of Initial or Reappointment Packets to Providers | Paper Ap by mail or email           | \$35                 | Can be sent from the facility or CVO. We will notify the facility in instances where packets are not returned. Facility has the obligation to maintain the application format as well as additional privileging forms that are necessary.                                |
| Ongoing Monitoring  | Ongoing                             | \$20                 | Billed on an annual basis per provider on staff. Includes continuous query with NPDB and monthly checks of OIG and SAM exclusion lists. Other non-provider employees can be added to the data base for exclusion checking.   |
| Out of sequence element requests                                    | Extra, non-routine items            | \$20<br>\$15<br>\$10 | If a file needs to be refreshed for any reason or there is a need for a single element request beyond the normal collection of verifications or expirables, there is a \$20 charge for the first element, \$15 for the second and then \$10 for each additional element. |
| Pass - Through Fees   | As requested                        | Msc                  | Billed the following month   |



**EXHIBIT B**

**Sources and Time Frames  
for Initial Application Processes**

| <b>Item</b>   | <b>Source</b>   | <b>Time Frame</b>         |
|---|---|---------------------------|
| <b><u>Education &amp; Training</u></b>                                |   |                           |
| Medical or Professional School<br>Internship / Residency / Fellowship | Schools or Programs themselves<br>AMA, AOA, or APMA Profile if unable<br>To obtain verification from source,<br>Educational Commission for Foreign<br>Medical Graduates (ECFMG) as applicable | no limit                  |
| <b><u>Competence, Ability, Experience</u></b>                         |   |                           |
| Board Certification   | AMA Profile /<br>AOA Profile / specific specialty board<br>approved by ABMS, AOA, ADA, or APMA/<br>Non-physician Behavioral Health Specialists:<br>Boards themselves                          | < 6 months                |
| US Military Service (after professional sch)                          | Applicable US Military records facility   | no limit                  |
| Faculty Appointments<br>(when primary livelihood)                     | University or Program itself  | no limit                  |
| Hospital Affiliations   | Hospitals themselves, current<br>Hospitals themselves, past   | < 6 months                |
| Claims History, 5 years   | Carrier/ Agent or NPDB if unable to<br>obtain from agent or carrier; n/for training   | < 6 months                |
| Professional References (3)   | Peers Themselves  | < 6 months                |
| <b><u>Licensure</u></b>   |   |                           |
| Licenses to Practice & Sanctions                                      | Applicable State Licensing Boards and/or<br>Federation of State Medical Boards (FSMB)   | < 6 months                |
| DEA   | DEA Website verification  | < 6 months                |
| CDS   | Sources website or copy of document   | < 6 months                |
| <b><u>Corporate Risk / Medicare</u></b>                               |   |                           |
| Identification Verification   | Copy of Government or Hospital Photo ID<br>(Client views original)  | current                   |
| Certificate of Insurance  | Certificate from Agent or Carrier<br>Or verification of information   | no limit,<br>current info |
| Medicare/Medicaid Sanctions   | OIG / SAM Websites  | < 6 months                |
| National Practitioner Data Bank                                       | NPDB (if CVO is agent)  | < 6 months                |

**EXHIBIT B - Cont'd**

**Sources and Time Frames  
for Reappointment Processes**

| <b><u>Item</u></b>  | <b><u>Source</u></b>   | <b><u>Time Frame</u></b>  |
|---|--|---------------------------|
| <b><u>Competence, Ability, Experience</u></b>               |  |                           |
| Board Certification   | AOA Profile /<br>AMA profile / specific specialty board<br>Approved by ABMS, AOA, ADA, or APMA/<br>Non-physician Behavioral Health Specialists:<br>Boards themselves | < 6 months                |
| Hospital Affiliations                                       | Active hospitals during past two years<br>(or three years depending on cycle)  | < 6 months                |
| Claims History, since last cycle                            | Carrier, agent or NPDB if unable to<br>Obtain from carrier/agent   | < 6 months                |
| Professional References (2)                                 | Peer Practitioner  | < 6 months                |
| <b><u>Licensure</u></b>                                     |  |                           |
| License to Practice and Sanctions                           | Primary State licensing board  | < 6 months                |
| DEA   | DEA Website Verification   | < 6 months                |
| CDS   | Source's website or copy of document   | < 6 months                |
| <b><u>Corporate Risk / Other Required Verifications</u></b> |  |                           |
| Certificate of Insurance                                    | Certificate from Carrier<br>Or verification of information<br>From Carrier   | no limit,<br>current Info |
| Medicare/Medicaid Sanctions                                 | OIG / SAM Websites   | < 6 months                |
| National Practitioner Data Bank                             | NPDB (if CVO is agent)   | < 6 months                |



## EXHIBIT C Organization Specific Information

**Legal Name and dba:** \_\_\_\_\_

100 N. 30<sup>th</sup> Street, Clinton, OK 73601

**1. Credentialing Terms:**

- **Initial Appointments:** \_\_\_\_\_ year(s)
- **Reappointment:** \_\_\_\_\_ year(s)

**2. Will Client make CVO an agent for queries to the NPDB/HIPDB?**

- **Yes**
- **No**

**3. How many peer references does Client require of Applicants?**

- **References at Initial Appointment:** \_\_\_\_\_
- **References at Reappointment:** \_\_\_\_\_

**4. Will a PDF transmitted by Secure FTP be sufficient in most circumstances?**

- **Hard file always delivered:** \_\_\_\_\_
- **PDF delivery is sufficient:** \_\_\_\_\_

**Other Comments/Specifics:**

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## E X H I B I T D

### Sources and Time Frames for Initial Application Processes

| <u>Item</u>                  | <u>Source</u>                     | <u>Initial Attempts</u> |
|------------------------------|-----------------------------------|-------------------------|
| Applicant Items              | Applicant or Applicant's Designee | 3                       |
| Primary Source Verifications | Designated Sources in Exhibit B   | 3                       |

Realizing that there is no control over whether third parties will respond, CVO will make 3 attempts to collect data from applicant and designated primary or secondary sources during the 60-day processing cycle before going back to the client to request additional assistance in getting a response.

The CVO will always try to obtain responses on behalf of the Client and when it is reasonable and does not threaten the allotted timeframe for the completion of the file, the CVO may make more than the planned 3 attempts.

If Client has a timeframe outside of the standard 45 days or requested expedited processing, then CVO will likely contact Client within the agreed upon timeframe if the applicant or source is not responding. This is in effort to meet a timeframe and to allow the Client to decide when the file is considered complete. It is not an attempt by the CVO to not complete.

The file is submitted to Client upon completion of both applicant and source collection. CVO works with Client as needed to provide file at an earlier date whether all items are submitted.

Inactivation of Client file will occur once the below timeframes and requirements have been met:

1. The CVO has made three attempts to the applicant over the course of 45 days
2. The CVO has notified client on the third attempt notifying of the requests and next steps
3. The CVO will place file on a hold status for an additional 45 days in which no further attempts will be made during this time
4. After a total of 90 days from initial request and no response received or updated contact, the file will be considered inactive and reflect as such on the provider client roster



FIFTH AVENUE  
HEALTHCARE SERVICES



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first written above.

**Clinton Regional Hospital**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Fifth Avenue Physician Services, LLC**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Including Exhibit, A  
Clinton Regional Hospital**

Initials \_\_\_\_\_

**Including Exhibit, A  
Fifth Avenue Physician Services, LLC**

Initials \_\_\_\_\_

**Including Exhibit, B  
Clinton Regional Hospital**

Initials \_\_\_\_\_

**Including Exhibit, B  
Fifth Avenue Physician Services, LLC**

Initials \_\_\_\_\_

**Including Exhibit, C  
Clinton Regional Hospital**

Initials \_\_\_\_\_

**Including Exhibit, C  
Fifth Avenue Physician Services, LLC**

Initials \_\_\_\_\_

**Including Exhibit, D  
Clinton Regional Hospital**

Initials \_\_\_\_\_

**Including Exhibit, D  
Fifth Avenue Physician Services, LLC**

Initials \_\_\_\_\_