

FPN CREDENTIALING DELEGATION AGREEMENT

This Agreement is entered into by and between "CONTRACTOR" and "SUBCONTRACTOR" as set forth below:

CONTRACTOR: Fortified Provider Network, Inc.
ADDRESS: 8096 N. 85th Way, Suite 103
Scottsdale, AZ 85258

SUBCONTRACTOR: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

TAX ID #: _____

TAX ID Registered Name: _____

EFFECTIVE DATE: Beginning _____

WHEREAS, the CONTRACTOR is an Arizona corporation organized to manage the provision of health care services;

WHEREAS, the SUBCONTRACTOR legally represents and is authorized to negotiate for a group of physicians and/or other providers of health care services that shall be bound by and comply with the provisions of applicable state and federal laws and regulations;

WHEREAS, the CONTRACTOR and SUBCONTRACTOR desire to enter into this Agreement relating to delegating to SUBCONTRACTOR the task of credentialing and re-credentialing all physicians and/or other represented providers of health care services;

THEREFORE, the CONTRACTOR and SUBCONTRACTOR agree to abide by and be governed by all conditions set forth in this Agreement including any Attachments, Exhibits, and Amendments.

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CONTRACTOR:

SUBCONTRACTOR:

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

In consideration of the mutual promises herein, the above parties agree as follows:

Definitions

"Contractor" means the administrative organization that credentials and re-credentials participating providers and monitors the credentialing and re-credentialing of those to whom it delegates certain credentialing tasks.

"Credentialing" and "Re-credentialing" means the evaluation and verification of participating providers' qualifications and competence to practice their profession.

"Participating Provider" means a hospital, physician, or any other provider of health care services affiliated with SUBCONTRACTOR that has a direct or indirect contractual arrangement with the CONTRACTOR.

"Subcontractor" means the administrative organization to whom the CONTRACTOR has delegated the task of credentialing and re-credentialing certain health care providers.

Subcontractor's Obligations

- A. SUBCONTRACTOR shall provide Credentialing and Re-credentialing services for its health care providers who apply to become Participating Providers. Credentialing and Re-credentialing services will be set forth in written policies and procedures by SUBCONTRACTOR and provided in accordance with standards established or approved from time to time by NCQA, JACHO, CONTRACTOR, and state regulatory agencies having jurisdiction over Credentialing and Re-credentialing of providers. In the event that the above-mentioned standards are changed or revised, SUBCONTRACTOR shall be in compliance with all changes and revisions within ninety (90) days of notice, or within any time frame as mandated by law. In the event that SUBCONTRACTOR's Credentialing and Re-credentialing policies or procedures change for any other reason, SUBCONTRACTOR shall notify CONTRACTOR thirty (30) days prior to such change or as soon as is reasonably possible.
- B. SUBCONTRACTOR shall allow CONTRACTOR to maintain oversight of Credentialing and Re-credentialing services. This oversight shall include various activities mutually agreed upon by the parties, and shall at a minimum include:
 1. SUBCONTRACTOR's submission of its Credentialing and Re-credentialing criteria, policies, and procedures to CONTRACTOR on an annual basis, and at other times as requested by CONTRACTOR, for CONTRACTOR's review and approval;
 2. SUBCONTRACTOR's permission for CONTRACTOR to audit, upon reasonable notice and during regular business hours, all documentation related to services rendered under this Agreement; and
 3. SUBCONTRACTOR's permission for CONTRACTOR to conduct annual site visits upon reasonable notice and during regular business hours.

- C. SUBCONTRACTOR shall provide CONTRACTOR with periodic reports on Credentialing and Re-credentialing services as provided by SUBCONTRACTOR. The specific contents of these reports shall be mutually agreed upon by both SUBCONTRACTOR and CONTRACTOR, and shall at a minimum include:
 - 1. A complete listing of all Participating Providers who have been approved, terminated, suspended, or denied under SUBCONTRACTOR's Credentialing and Re-credentialing program;
 - 2. Statistical information which is mutually agreed upon by the parties; and
 - 3. The results of any studies or quality improvement projects related to SUBCONTRACTOR's Credentialing and Re-credentialing, which were conducted or implemented.

Contractor's Obligations

- A. CONTRACTOR shall maintain oversight and conduct reviews and audits of SUBCONTRACTOR's Credentialing and Re-credentialing activities to monitor their effectiveness.
- B. CONTRACTOR shall retain the right to require a Provider to undergo CONTRACTOR's own Credentialing or Re-credentialing process to gain or maintain status as a Participating Provider.
- C. CONTRACTOR shall provide SUBCONTRACTOR with information received by CONTRACTOR which is relevant to the Credentialing or Re-credentialing of a Provider.

Term and Termination

- A. The initial term of this Agreement shall begin on the Effective Date and shall continue from year to year thereafter unless terminated as set forth below.
- B. SUBCONTRACTOR or CONTRACTOR may terminate this Agreement at any time for cause upon written notice.
- C. This Agreement may be terminated at any time without cause or prejudice upon sixty (60) days' prior written notice by either party.
- D. Upon termination of this Agreement for any reason, the rights of each party hereunder shall terminate. This termination shall not release SUBCONTRACTOR or CONTRACTOR from obligations under this Agreement prior to the date of termination.

Assignment and Delegation of Duties

Neither CONTRACTOR nor SUBCONTRACTOR may assign duties, rights, or interests under this Agreement unless the other party provides written consent.

Indemnification

Each party agrees to indemnify, defend, and hold harmless the other, its agents, and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage, or other damages arising from the performance or failure to perform its obligations under this Agreement, unless it is determined that the liability was the direct consequence of negligence or willful misconduct on the part of the other party, its agents, or employees.

Notice

Any notice required hereunder shall be in writing and shall be sent by United States mail, postage prepaid, to CONTRACTOR and SUBCONTRACTOR at the addresses set forth on page one (1) of this Agreement.

Entire Contract

This Agreement together with all Attachments contains all the terms and conditions agreed upon by the parties and supercedes all other agreements, express or implied, regarding the subject matter.

Ability to Enforce and Waiver

The invalidity and inability to enforce any term or provision of this Agreement shall in no way affect the validity of or ability to enforce any other term or provision. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

Confidentiality

The parties acknowledge that as a result of this Agreement, each may have access to certain trade secrets and other confidential and proprietary information of the other. Each party shall hold such trade secrets and other confidential and proprietary information, including the terms and conditions of this Agreement, in confidence and shall not disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party except as may be required by law and except as may be required to fulfill the rights and obligations set forth in this Agreement. With respect to CONTRACTOR, such confidential and proprietary information shall include, without limitation, any and all Attachments.

Independent Contractor Relationship

This Agreement is not intended to create nor shall be construed to create any relationship between CONTRACTOR and SUBCONTRACTOR other than that of independent entities contracting for the purpose of effecting provisions of this Agreement. Neither party nor any of their representatives shall be construed to be the agent, employer, employee, or representative of the other.

Interpretation

The validity, ability to enforce, and interpretation of this Agreement shall be governed by any applicable federal law and by the applicable laws of the state in which SUBCONTRACTOR is licensed.

Dispute Resolution

- A. CONTRACTOR and SUBCONTRACTOR agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.
- B. If SUBCONTRACTOR is not satisfied with such resolution and to the extent permitted by law, the matter in controversy shall be submitted either to a dispute resolution entity, or to a single arbitrator selected by the American Arbitration Association, as the parties shall agree within sixty (60) days of the last attempted resolution. If the matter is submitted to arbitration, it shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and shall be held in the jurisdiction of CONTRACTOR's domicile. Both parties expressly covenant and agree to be bound by the decision of the dispute resolution entity or arbitrator as final determination of the matter in dispute. Each party shall assume its own costs, but shall share the cost of the resolution entity equally. Judgment upon the award rendered by the resolution entity may be entered in any court having jurisdiction. The parties agree that causes of action for medical malpractice shall not be submitted to arbitration.