This EXTERNAL PEER REVIEW SERVICES AGREEMENT (the "Agreement") is made by and between ("Hospital") and EXTERNAL PEER REVIEW ASSOCIATES, LLC, a Massachusetts limited liability company ("External Peer Review Associates"), efective this day of 202\_, with respect to the following:

# RECITALS

1. (TYPE OF ORGANIZATION) is a located in
2. External Peer Review Associates provides external peer review services through a network of specialist physicians.
3. Hospital desires to engage External Peer Review Associates to provide external peer review services to Hospital on a non-exclusive basis, a more fully set forth below, and External Peer Review Associates desires to be so engaged.
4. It is the intent of both parties that the services provided by External Peer Review Associates will be the peer review services addressed and contemplated by the Health Care Quality Improvement Act of 1986.

# AGREEMENT

* 1. **External Peer Review Associates Agrees to the Following:**
     1. **External Peer Reviewers.** Upon the request of Hospital, External Peer Review Associates shall make available one or more physician specialists to serve as external peer reviewers ("Physician Reviewers") to provide peer review services to Hospital.

Nothing in this Agreement shall prevent Hospital from engaging any other person or party as a Physician Reviewer and nothing contained in this Agreement shall obligate External Peer Review Associates to accept any or all requests by Hospital for External Peer Review Associates services.

* + 1. External Peer Review Associates shall designate for each peer review project an independent physician consistent with a profile delineated by Hospital, who is board certified and has no conflicts of interest or bias of any kind with any physician pertaining to the case(s) under review.
    2. Physician Reviewer agrees to participate in any due process proceedings, including fair hearings, administrative proceedings or other litigation that may arise from the professional review activities of the Hospital upon request by the Hospital representative. Physician Reviewer shall be reasonably available for deposition or testimony, or to consult with the Hospital, its professional review committees or their representatives, including legal counsel. Hospital will compensate Physician Reviewer for participating in due process proceedings as set forth in Exhibit A.

EXTERNAL PEER REVIEW ASSOCIATES, LLC

PO Box 171078, Boston, MA 02117 [www.externalpeerreviewassociates.com](http://www.externalpeerreviewassociates.com/)

* + 1. External Peer Review Associates, upon acceptance and receipt of case(s) for review, and unless otherwise specified, shall establish a due date to submit its completed reviews to Hospital within twenty-one (21) days of receipt of the charts unless specified by Hospital as an expedited review(s) in which case the due date for submission of the review(s) to Hospital will be within ten (10) days.
    2. Upon completion of each review, at the discretion and direction of Hospital, External Peer Review Associates will return or destroy all documents, records, and reports provided to External Peer Review Associates by Hospital sixty (60) days after each review is deemed complete by Hospital.
    3. External Peer Review Associates shall coordinate direct communication between agents of Hospital and the designated Physician Reviewer.
    4. External Peer Review Associates will use best eforts to accommodate each Hospital request for any additional services provided by External Peer Review Associates. External Peer Review Associates and Hospital will mutually agree upon all fees and terms related to additional services.
    5. Each peer review performed by External Peer Review Associates will take place according to the process and procedures outlined in the External Peer Review Associates Hospital Procedures, unless otherwise mutually agreed upon by both External Peer Review Associates and Hospital.
    6. External Peer Review Associates will be available via telephone to Hospital for consultation regarding strategies related to medical staf peer review activities.
    7. External Peer Review Associates shall indemnify, hold harmless and defend Hospital from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorney's fees and costs, arising out of, resulting from, or relating to any negligence of External Peer Review Associates or the Physician Reviewer.
    8. External Peer Review Associates agrees that it is a "Business Associate" and that Hospital, when receiving services from External Peer Review Associates under this Agreement, is a "Covered Entity'' as such terms are defined under HIPAA. External Peer Review Associates agrees to be bound by and to bind each Physician Reviewer in writing to the obligations of a Business Associate under HIPAA.

# Hospital Agrees to the Following:

* + 1. Hospital will guarantee that the peer review services provided by External Peer Review Associates will only be used for purposes of internal quality monitoring and will, in no way, be used for clinical purposes, second readings or in the provision of care to any patient.
    2. Hospital agrees that it will not disclose, directly or indirectly, to any other persons External Peer Review Associates’ correspondence, forms, policies or procedures providing peer review services. However, notwithstanding the foregoing, this provision does not prevent Hospital from utilizing External Peer Review Associates materials and documents necessary to pursue or defend itself in a fair hearing related to any physician appeal or complaint, or in any judicial matter involving Hospital. All work product provided by External Peer Review Associates to Hospital for the External Peer Review Associates services shall be owned by Hospital.
    3. Hospital shall indemnify, hold harmless and defend External Peer Review Associates and each Physician Reviewer from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorney's fees and costs, arising out of, resulting from, or relating to any negligence of Hospital, its agents or employees.
    4. Hospital shall designate one representative to work directly with designated External Peer Review Associates representatives in all matters pertaining to each review including logistics, correspondence, schedule, medical record copying and mailing, review approval and payment for services.
    5. At no time during the term of this Agreement or for two years thereafter shall Hospital directly solicit or utilize the professional peer review or related services of any of the Physician Reviewers designated by External Peer Review Associates to provide services to Hospital, except in the event the Physician Reviewer is a member of the medical staf at any Hospital afiliated facility or location.
    6. Hospital shall coordinate direct communications between agents of the Hospital and the designated Physician Reviewer. This communication will occur only when Hospital requests such communication and the request is made directly to and coordinated by External Peer Review Associates.
  1. Upon completion of each peer review service, External Peer Review Associates shall submit a true and accurate statement for the peer review services in accordance with the agreed upon terms. Hospital shall pay fees mutually agreed upon for each peer review engagement based upon the current fee schedule of External Peer Review Associates. The current fee schedule is attached hereto as Exhibit A. Hospital shall make payment within sixty (60) days of receipt of the statement. External Peer Review Associates shall be solely responsible for any payment of compensation to any Physician Reviewer.
  2. All notices or communications required or permitted under this Agreement shall be directed to:

# Hospital: External Peer Review Associates:

Bruce Patsner

External Peer Review Associates, LLC

PO Box 171078

Boston, MA 02117

* 1. Should Hospital decide to stop the review process at any time prior to the completion of the scope of work, the Hospital will pay External Peer Review Associates an hourly rate, as set forth in Exhibit A, for the Physician Reviewer's time spent on such review and a pro-rata share of the of the agreed upon fees as determined by External Peer Review Associates if the review is halted any time thereafter. In the event External Peer Review Associates terminates this Agreement prior to the completion of the scope of work or Physician Reviewer stops the review process at any time prior to the completion of the scope of work, External Peer Review Associates shall not receive any fees.
  2. The term of this Agreement until February 29, 2016 as defined in the Healthtrust Purchasing Services Agreement. As previously stated herein, this is not an exclusive agreement and does not bind either party into a specific volume of record reviews, frequency or resources utilized.
  3. It is agreed External Peer Review Associates is not a provider of legal services and Hospital shall seek advice of its own legal counsel with respect to the conduct of peer review related to Hospital's medical staf members and applicants. Notwithstanding the advice or consultation provided by External Peer Review Associates, Hospital is responsible for compliance with the provisions of its Medical Staf Bylaws (including fair hearing requirements), all final decisions with respect to any physician subject to peer review, and all compliance with state and federal reporting requirements.
  4. The Agreement may be modified or amended only by mutual written agreement of the parties after approval from External Peer Review Associates. Any such modification or amendment must be in writing, dated and signed by the parties, and explicitly indicate that such writing modifies or amends this Agreement.
  5. External Peer Review Associates may not assign or subcontract any of its rights, interests, duties or obligations under this Agreement without Hospital's prior written consent which shall not be unreasonably withheld.

# External Peer Review Associates: (Name of Organization)

# Bruce Patsner

President and Chief Executive Oficer

Name

Title

Date Date

Note: External Peer Review Associates evaluates and makes recommendations only.