**CREDENTIALS VERIFICATION SERVICE AGREEMENT**

This CREDENTIALS VERIFICATION SERVICE AGREEMENT (this "Agreement") is made and entered into as of the signature dates set forth below, to be effective as of the 1st day of \_\_\_\_\_\_, 2014 (the "Effective Date"), by and between West Park Hospital District ("WPH"), a Wyoming Municipal Corporation, and Northern Wyoming Surgical Center, LLC ("NWSC"), a Wyoming Limited Liability Company.

WHEREAS, NWSC operates a health care facility that periodically needs to credential its physicians and other licensed health care professionals (Providers), including verification of credentials from primary sources, AND hereby wishes to delegate to WPH the function of verifying the credentials of the Providers (as herein defined), in accordance with the terms and conditions of this Agreement; and

WHEREAS, WPH has a forty (40%) percent ownership interest in NWSC, AND has the personnel, resources, and capability to verify the credentials of the Providers, AND desires to provide such services to NWSC.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1) Recitals. The above recitals are true and correct and are incorporated as a part of this Agreement.

2) Definitions. When used in this Agreement, the term "Provider" means a physician or other licensed health care professional who has submitted an application for appointment or reappointment to the medical staff or allied health professional staff, as the case may be, of NWSC's facility and for clinical privileges.

3) WPH's Obligations. WPH agrees to provide to NWSC a complete set of the policies and procedures that WPH shall use to verify credentialing information of the Providers and that are in effect as of the Effective Date. WPH further agrees to notify NWSC in writing within thirty (30) days of any changes to such policies and procedures. For each Provider's application that is provided to WPH pursuant to this Agreement, WPH shall verify the information that is in such application with primary sources and shall indicate the date of verification. Neither WPH nor any of its employees or agents shall have the right, responsibility or obligation to evaluate any Provider or to grant or deny to any Provider membership and/or clinical privileges at NWSC's facility. Neither WPH nor any of its employees or agents shall have the right, responsibility or obligation to take any professional review action on behalf of NWSC. Such decision shall be the sole right and responsibility of NWSC.

The verification services provided by WPH pursuant to this Agreement shall include the

following:

a) Verifying with primary sources the credentials and privileges of each Provider, such as, but not limited to:

1. State Licensure
2. Drug Enforcement Licensure
3. Malpractice Coverage and prior litigation
4. Hospital privileging
5. American Medical Association
6. Board Certification

b) Peer review and competency letters

c) Health information and proof of inoculations

d) Entering data received from NWSC regarding each Provider into WPH's credentialing software database;

e) Reporting credentialing information regarding a Provider to NWSC following WPH's receipt of a written request from NWSC for such information, which must be accompanied by a WPH consent for release form that is signed by the subject Provider;

f) Querying the National Practitioner Data Bank, the Federation of State Medical Boards and Office of Inspector General; and

g) Providing reports and/or other queries as needed.

WPH shall provide to NWSC copies of the primary source documents obtained by WPH, or access to such information. The original documents shall be retained by WPH.

Reappointment applications shall be mailed to each member of the medical staff or allied health professional staff, as the case may be, of NWSC's facility at least six (6) months prior to the expiration of such Provider's current term of appointment.

Neither WPH nor any of its employees or agents shall have any obligation to provide an evaluation or recommendation as to whether NWSC shall select a Provider to be on the medical staff or allied health professional staff, as the case may be, of NWSC's facility. WPH only shall be responsible for collecting verifications and data and providing them to NWSC for its review. To the extent not prohibited by law, WPH agrees to NWSC, or any accreditation organization or other entity designated by NWSC, access to any information collected by WPH, provided that NWSC has obtained a specific release from the subject Provider permitting such access and has provided WPH with a copy of such release.

4) NWSC's Obligation. NWSC shall at all times provide to WPH the most current, truthful, and accurate information known to NWSC regarding each Provider's professional credentials and qualifications and shall notify WPH immediately in writing of any changes in such information. NWSC hereby authorizes WPH and its employees and agents to act as NWSC's authorized representative to independently verify all information regarding a Provider's credentials and qualifications from original sources and to provide such information to NWSC on the Provider's behalf. NWSC agrees to obtain from each Provider who applies for appointment or

reappointment at NWSC's facility a signed release form permitting and authorizing WPH and its employees and agents to obtain any required information about the Provider. NWSC shall appoint an individual within NWSC's administration or Medical Staff Office to be WPH's primary contact at NWSC's facility. Such individual shall (a) be required to sign a confidentiality statement; (b) be responsible for the professional and confidential handling of all information regarding the Providers; and ( c) be responsible for applications and

reapplications being forwarded to the appropriate individuals. NWSC shall notify WPH immediately if the identity of the contact person(s) changes.

5) Fees. As compensation for the verification services provided by WPH pursuant to this Agreement, NWSC shall pay to WPH the applicable service and other fees, as more particularly described in Exhibit A - attached to, and incorporated into, this Agreement (collectively "Service Fees"). WPH shall invoice NWSC on a monthly basis for all Service Fees incurred during such month, and NWSC shall pay WPH within thirty (30) days of

NWSC's receipt of such invoice. Payment of Service Fees shall entitle NWSC to annual updates, maintenance of each Provider's credential files and periodic reports, and access to credentialing software and database.

6) Term and Termination.

6.1 The initial term of this Agreement shall be three (3) years, commencing on the Effective Date and continuing until the third (3rd) anniversary of the Effective Date, unless otherwise terminated as provided herein.

6.2 This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days' prior written notice to the other party. In the event WPH is in the process of credentialing a Provider, WPH shall be allowed to complete the process and shall be entitled to the Service Fees attributable to such Provider.

7) Confidentiality. The parties hereto agree to maintain all of the information received from each other in strict confidence. The release of any such information shall be in accordance with applicable state law, including, but not limited to, the applicable state peer review statute, or the corresponding provisions of any subsequent state or federal statute providing protection to peer review or related activities.

8) Compliance with HIPAA Privacy Standards. WPH agrees to comply with any requirements of the Health Insurance Portability and Accountability Act of 1996 and the Standards for Privacy of Individually Identifiable Information contain in 45 CFR Parts 160-164 (the "HIPAA Privacy Standards"), as currently in effect, or as may be later determined, that are related to the performance by WPH of verification services pursuant to this Agreement.

9) General Provisions.

9.1 Assignment. No assignment of this Agreement shall be made by either party without the prior written consent of the other party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns, if any.

9.2 Severability. In the event that anyone or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby.

9.3 Enforcement. In the event any party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such actions so incurred, including, without limitation, reasonable attorneys' fees.

9.4 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the U.S. Postal Service, return receipt requested, postage prepaid, addressed to the applicable party at the addresses that follow or to such other addresses as such party may hereinafter designate in writing:

West Park Hospital District

Attn: Medical Staff Affairs

707 Sheridan Ave.

Cody, WY 82414

NWSC:

Northern Wyoming Surgical Center

Attn: Credentialing

732 Lindsay Ln.

Cody, WY 82414

Any such notice shall be deemed to have given, if mailed as provided herein, as of the date mailed.

9.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.6 Amendments. This Agreement may only be amended or modified by written agreement executed by both parties.

9.7 Governing Laws. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Wyoming, excluding the choice of law rules thereof, and any disputes pertaining hereto shall be adjudicated in the state courts of Wyoming. This Agreement shall be construed in accordance with all applicable federal, state, and local statutes, rules, and regulations.

9.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter herof and supersedes all prior oral or written representations, warranties and agreements between the parties with respect to the subject matter thereof.

9.9 Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, WPH shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement, as long as it does not interfere, limit, or hinder the WPH performance under this Agreement.

9.10 Corporate Authority. The individual(s) executing this Agreement on behalf of, or as a representative for the parties involved represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such respected entity and that this Agreement is binding upon each respective entity in accordance with its terms.

9.11 Waiver. Any term or condition of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof but only by a written notice signed by the party or parties waiving such terms or conditions.

9.13. Change of Law. In the event there is a change in any federal or state law, rule or regulation that may render any of the material terms of this Agreement unlawful or unenforceable, either party may seek the immediate renegotiations of the unenforceable, either party may seek the immediate renegotiations of the affected terms or terms of this Agreement upon written notice to the other party.

9.14 Conflict of Interest Disclosure. WPH has 40% Ownership interest in NWSC. However, all negotiations for services shall be reviewed and considered to be fair marketable conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by signature of their duly authorized representative, as of the dates set forth below, to be effective as of the Effective Date.

**WPH: NWSC:**

West Park Hospital District Northern Wyoming Surgical Center, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Doug McMillan, CEO Todd Currier, Administrator

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT" A"**

SERVICE FEES

NWSC shall pay WPH the following Service Fees, which Service Fees shall apply to both physicians and other licensed health care professionals:

1) The Service Fee for initial applications (not currently a member of NWSC Medical Staff) shall be Seven Hundred Fifty and No/100ths Dollars ($750.00) per Provider.

2) The Service Fee for current medical staff members and re-appointment applications shall be Two Hundred and no/1OOths Dollars ($200.00) per Provider.

3) The Service Fee for expedited application, which are for those applications that must be processed and returned to NWSC within thirty (30) days from the date received by WPH, shall be and additional Five Hundred and No/100ths Dollars ($500.00) per Provider.

4) The Service Fee for special/additional verifications and/or other documentation requested by NWSC that requires information be obtained through a third party shall be equal to the cost charged to WPH by such third party.