

## ANNUAL RE-CREDENTIALING SERVICE AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 (“**Effective Date**”), by and between the **WCH Service Bureau, Inc.**, having a place of business at 3047 Avenue U, Brooklyn, NY 11229 (hereinafter referred to as “**WCH**”), and, \_\_\_\_\_ having a place of business at \_\_\_\_\_ (hereinafter referred to as “**Client**”). WCH and Client hereinafter collectively referred to as the “**Parties**”.

**NOW THEREFORE**, the Parties agree as follows:

### 1. General Provisions and Scope of Service

- 1.1. In order to pass re-credentialing process in timely manner and maintain Client’s active participation status in the networks within one state, the Clients agrees to receive WCH “Annual Re-Credentialing” service.
- 1.2. WCH shall provide the Client with **WCH “Annual Re-Credentialing” Service** that includes:
  - CAQH Profile maintenance and re-attestation in timely manner;
  - Completion and submission of revalidation/re-credentialing applications;
  - Responds to notes in regards to credentialing process;
  - Verification of enrollment and submission of location updates during a year;
  - Monitoring and tracking of professional certificates expiration dates;
  - Live access to CredyApp Program. Program is available for any updates and results achieved in scope of “Annual Re-Credentialing” service in favor of the Client.
- 1.3. Additional provisions of Re-Credentialing service specified in Schedule A.
- 1.4. During the service provision, WCH entitled to request all Client’s necessary information required by insurance carriers, state and federal agencies.
- 1.5. As part of Annual WCH Re-Credentialing Service, the Client agrees for one-year subscription to WCH monthly e-Newsletter, which contains healthcare and insurances news, feedbacks and other important healthcare related information. This subscription accompany with Alpeon magazine e-version with half year (6 months) free of charge period. If Client desires to continue receiving Alpeon magazine, direct subscription is available (See more: [www.alpeon.com](http://www.alpeon.com)). A yearly subscription fee of \$ 83.88 for WCH e-Newsletter will be added to the first invoice. In the absence of written cancellation of the yearly subscription, the subscription is considered automatically extended for the next year.

### 2. Terms of Payment

- 2.1. Client will pay professional fee of \$ 1200 per license, per state annually in connection with the provision of WCH “Annual Re-Credentialing” service.  
**Professional Fee is required to establish the Agreement.**



- 2.2. All additional requests and services from the Client should be in writing and signed by both Parties.
- 2.3. Payment for the service under this Agreement shall be made before performing the service. The payment must be made within five (5) days from receipt of the invoice.
- 2.4. The price for the Annual Re-Credentialing service specified in this Agreement is defined only for this Agreement and cannot serve as a precedent or competitive material at the conclusion of similar agreements in the future.

### **3. Force Majeure**

- 3.1. WCH shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond the WCH's reasonable control and WCH gives notice to the Client immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

### **4. Confidentiality**

- 4.1. WCH acknowledges that in the course of performing this Agreement it would be given access to information that is confidential to Client or to third parties, including Client's patients. The Confidential Information to be disclosed can be described as and includes: Client's patient's personal information including but not limited to patient's addresses, phone numbers, fax numbers, e-mails, services rendered, dates of services rendered, accounting and billing associated with rendered services, insurance information of the patients, payment history of the patients and patients' indebtedness. The information might also include narratives regarding prior history of billing and collection attempts by and on behalf of the Client.
- 4.2. To the extent required by the Health Insurance and Portability and Accountability Act of 1996, or "HIPAA" WCH agrees not to disclose the Confidential Information obtained from the discloser to anyone and to use its best efforts to prevent unauthorized disclosure of such items by WCH's employees, agents, representatives and contractors.
- 4.3. WCH agrees to report Client any use of disclosure of confidential information that is not provided for in this Agreement of which WCH becomes aware.
- 4.4. The obligations of this Section shall not apply to any information, which is public information subsequent to such date through acts not attributable to WCH or its employees, agents, representatives or subcontractors.

### **5. Rights and Obligations of Parties**

- 5.1. The Client hereby agrees to indemnify and hold harmless the WCH, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees, for trial and on appeal and for the preparation of same arising out of the WCH's, its officers', agents' and employees' acts, or omissions associated with this Agreement.



- 5.2. WCH shall comply with all applicable federal, state and local laws, ordinances of work under this Agreement.
- 5.3. The Client is prohibited to offer WCH employees any type of employment opportunities, money or any gifts under any circumstances. The Client is not allowed to solicit WCH employees, communicate and/or work in any way with WCH ex-employees. In case Client violates these prohibitions, WCH will consider the termination of Annual Re-Credentialing Service Agreement.

#### **6. Termination of Agreement**

- 6.1. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless previously terminated as provided herein or as otherwise agreed in writing by the Parties.
- 6.2. Termination of the Agreement will not affect any claim or action either Party may have against the other by reason of any prior breach of the Agreement and will not relieve either Party of any obligation under the Agreement, which is expressed to continue after termination.

#### **7. Governing Law**

- 7.1. This Agreement is executed pursuant to, and will be construed under and governed exclusively by, the laws of the State of New York, without reference to its conflict of laws.

#### **8. Miscellaneous Provisions**

- 8.1. All the terms of this, Agreement is subject to modify by WCH any time at its sole discretion.
- 8.2. Disputes and disagreements which may arise upon execution of the present Agreement shall as far as possible be settled by negotiations between the Parties.
- 8.3. In case of impossibility to settle disputes by negotiations, the Parties refer them to either in Nassau County, New York, and in the federal courts of the Eastern District of New York sitting in Suffolk County, New York.
- 8.4. WCH and Client will not assign, subcontract or transfer this Agreement to a third Party without the prior written consent of the other Party.
- 8.5. If any part of this Agreement is determined to be invalid, unlawful or unenforceable for any reason then the part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Agreement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.
- 8.6. This Agreement is made in two authentic copies – one for each of the Parties.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**



**WCH Service Bureau<sup>TM</sup>**

*We Can Help*

WCH Service Bureau, Inc  
3047 Avenue U,  
Brooklyn, NY 11229,  
888-WCHEXPERTS tel.  
347-371-9968 fax.  
www.wchsbc.com

**IN WITNESS WHEREOF**, the Parties caused this Agreement to be signed and delivered their duly authorized representatives.

**WCH SERVICE BUREAU, INC.**

**Client:**

**By:** \_\_\_\_\_  
**Olga Khabinskay, COO**

**By:** \_\_\_\_\_  
\_\_\_\_\_  
(full name)

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

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



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**SCHEDULE A**

**WCH Annual Re-Credentialing Service Provisions**

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