



**OREGON RURAL HEALTHCARE QUALITY
NETWORK AGREEMENT
WITH _____ HOSPITAL**

Whereas, Oregon Rural Healthcare Quality Network, a Oregon nonprofit corporation, (Network Corporation) has been established primarily to foster quality health care in rural Oregon; and

Whereas, _____ hospital is a duly established [Oregon Non-profit Corporation] [Public Hospital District] and is certified as a Rural and Critical Access Hospital or a rural Acute Care Hospital (Hospital).

Now, therefore, the parties agree as follows:

1. Network Corporation agrees that it may provide, assist with or facilitate services, including but not limited to peer review, quality assurance, medical research, utilization review, credentialing, education and training of physicians and other health care providers.
2. The parties agree that many services provided or facilitated will be on behalf of Hospital's peer review bodies, as defined in ORS 41.675, and that communications to and from Hospital or Hospital's peer review bodies regarding confidential information shall be kept confidential by both Hospital peer review bodies and Network Corporation, its agent, employees or contractors.
3. Network Corporation agrees in conjunction with providing assistance or services, and that it will inform its employees, agents, or contractors of confidentiality requirements.
4. The parties agree that data gathered for the purpose of benchmarking will identify each organization by name and will not be shared outside the Network unless by express agreement of the Board.
5. The parties will agree on a case-by-case basis the nature and extent of services to be provided, the timing of services, and the fees or charges to be paid by Hospital to Network Corporation.
6. Hospital agrees to keep current its Rural PPS Hospital or Critical Access Hospital designation and licensure, and represents at all times it is not excluded from participation in any federally funded health care program, including Medicare and Medicaid, and, if applicable, JCAHO accreditation. If Hospital loses its Rural PPS Hospital or Critical Access designation and licensure, or is excluded from a federal healthcare program, this agreement will automatically terminate.

7. This agreement shall automatically renew annually from the date of execution.
8. This agreement may be terminated with or without cause by either party upon thirty (30) days' notice to the other party.
9. In performance of this agreement each party is an independent contractor and shall not be deemed to be agent or employee of the other.

Liability and Indemnity. Hospital agrees not to sue, and to indemnify, save and hold harmless, Network Corporation, its officers, agents, employees and contractors for all claims, liabilities, damages, or lawsuits arising out of any actions taken or not taken by Hospital based, in whole or part, upon services provided to Hospital pursuant to this Agreement.

Network Corporation agrees not to sue, and to indemnify, save and hold harmless, Hospital, its officers, agents, employees and contractors for all claims, liabilities, damages, or lawsuits arising out of any actions taken or not taken by Network, in whole or part, upon services provided to Network pursuant to this Agreement.

DATE: _____

OREGON RURAL HEALTHCARE QUALITY
NETWORK, an Oregon Nonprofit Corporation

DATE: _____

_____ HOSPITAL
