

## ***QUAD A Medicare RHC Accreditation Agreement***

**THE QUAD A MEDICARE RHC ACCREDITATION PROGRAM IS OFFERED IN MINIMUM THREE-YEAR TIME PERIODS. ACCORDINGLY, THE FOLLOWING AGREEMENT MUST BE COUNTER SIGNED, DATED, AND RETAINED IN THE CLINIC'S FILE AT QUAD A. NO MEDICARE ACCREDITATION APPROVAL WILL BE GRANTED WITHOUT THIS COMPLETED AGREEMENT.**

This Accreditation Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between QUAD A, an Illinois for not-for-profit corporation with its principal place of business at 600 Central Ave, Suite 265, Highland Park, Illinois 60035 ("QUAD A") and the \_\_\_\_\_ Rural Health Clinic, a \_\_\_\_\_ corporation with its principal place of business at \_\_\_\_\_ (the "Clinic").

**WITNESS:**

Whereas, the Clinic has submitted an application in the form attached hereto as Exhibit A to seek accreditation by QUAD A as a Medicare approved rural health clinic;

Whereas, as part of the application process the Clinic must demonstrate to QUAD A that it meets

each of the QUAD A Standards for Accreditation as a rural health clinic as set forth in Exhibit B;

Whereas, the parties wish to set forth their understanding with respect to the accreditation application and review process and the term of the clinic's accreditation;

Now therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Review. QUAD A agrees to promptly review and consider the clinic's application for accreditation to determine if the clinic meets each of the standards for accreditation of rural health clinics, adopted by QUAD A.

2. Term of Accreditation. If Clinic meets each of QUAD A's accreditation standards, QUAD A agrees to grant the Clinic accreditation as a Medicare rural health clinic for a term of three (3) years.

3. Compensation. In consideration for QUAD A reviewing and processing its application for accreditation, the clinic agrees to pay to QUAD A an accreditation fee in the amount of \$ \_\_\_\_\_ and an inspection fee in the amount of \$ \_\_\_\_\_. (See fee information).

4. Revocation of Accreditation. The accreditation of the clinic may be revoked by QUAD A pursuant to QUAD A's procedures for revocation of accreditation if the clinic fails to satisfy any of the QUAD A standards for accreditation of rural health clinics during the three (3) year term of its accreditation.

5. Warranty. QUAD A warrants that the accreditation services that it provides will be provided with reasonable care consistent with generally accepted practices in the accreditation field.

6. Confidentiality. Neither clinic nor QUAD A shall during the term of this Agreement or thereafter, without the other party's prior written consent, disclose to others or use or allow others to use any propriety or any confidential information of the other.

7. Independent Contractors. QUAD A and the clinic agree that the relationship created by this Agreement is an independent contractor relationship and nothing contained in this Agreement shall be deemed to constitute either as an agent or representative of the other for any purpose.

8. Assignment. The rights and obligations arising under this Agreement may not be assigned by either party without the express written consent of the other party.

9. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be duly given to either party, (a) upon delivery to the address of such party specified below if delivered in person or by courier; (b) delivery into the United States Mail by certified or registered mail, return receipt requested, postage prepaid; or (c) upon dispatch if transmitted by telecopy or other means of facsimile, to the following addresses or telecopy numbers as the case may be:

If to the Association:

QUAD A  
600 Central Ave, Suite 265  
Highland Park, Illinois 60035  
  
ATTN: Jeanne Henry, COO

Facsimile: 847-775-1985

If to the clinic:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

The parties may change the foregoing addresses and facsimile numbers through written notice to the other party as provided herein.

10. Waiver. A party may waive its rights under this Agreement only in writing. Any waiver by either party of its rights under this Agreement shall not constitute a waiver of any other rights hereunder.

11. Complete Agreement. This Agreement together with Exhibits A and B which are incorporated herein by reference, set forth all of the understandings of the parties with respect to the subject matter hereof, supersedes any prior, oral or written understandings and may not be altered, modified, or amended except by a written instrument signed by both parties.

12. Governing Law. This Agreement shall be construed and enforced under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

QUAD A

By:



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COO

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

Its: Clinic Director