

## **RHNR CONSULTING GROUP**

### **PARTICIPANT AGREEMENT**

By Requestor's submitting to Rural Health Network Resources, LLC ("RHNR"), a for profit subsidiary of the National Cooperative of Healthcare Networks ("NCHN"), a request for consultation ("Request") pursuant to RHNR's "Health Network Consulting Group Program" ("Program"), it is agreed as follows:

1. If Requestor is a Member of NCHN, the executive officer or designated representative of a Member of NCHN, or a Business Partner of NCHN as of the time of the Request, Requestor acknowledges that no fee will be required to submit a Request. If Requestor is other than one of the previously described persons/entities, Requestor agrees that Requestor shall pay to RHNR, by check, a non-refundable processing fee of \$250.00 for each Request submitted to RHNR, and acknowledges that no Request will be accepted or acted on by RHNR until such fee is received.

2. Requestor acknowledges and agrees that once the Request is accepted by RHNR, RHNR will provide Requestor with a list of names and contact information of those health care and related consultants participating in the Program (collectively "Consultants") in the categories indicated in the Request; and upon further direction by Requestor, will provide to one or more of such Consultants a request for proposal for the services identified in the Request.

3. RHNR does not guarantee that any Consultant so receiving a request for proposal will respond with a proposal or that any proposal provided will be acceptable to Requestor.

4. Requestor agrees that it will review any proposal forwarded and make its own independent determination as to whether or not to further discuss with and/or contract with any particular Consultant; and that RHNR shall have no responsibility beyond providing such names and contact information if, in fact, one or more Consultants appear to provide services within the particular category sought by Requestor based on the information provided in the Request, and providing a request for proposal to the Consultants selected by Requestor.

5. Requestor hereby waives and releases any claim it may have, or may have had, against RHNR and its officers, member, managers, employees and/or agents, for the timeliness, quality and/or effectiveness of any advice or service provided by any Consultant selected by Requestor pursuant to the Program, and Requestor shall look solely to any selected Consultant for the provision of such services.

6. Requestor agrees that it is Requestor's responsibility to negotiate and execute a contractual arrangement with Consultant that is satisfactory to Requestor prior to proceeding with any arrangement for consultation and prior to payment of any sums to any Consultant for any services provided or to be provided. RHNR shall not be responsible in any way for the timeliness, quality or effectiveness of any services provided by any Consultant with whom Requestor may contract as a part of its participation in the Program.

7. Requestor acknowledges that RHNR receives a processing fee of \$100 to initially review and consider any Consultant's application for participation in the Program and, if

accepted, \$100 per year as a service fee. In addition, RHNR receives from any Consultant participating in the Program with whom Requestor contracts five percent (5%) of each payment received by Consultant from Requestor. Requestor agrees to confirm in writing to RHNR the fee negotiated for any contract entered into with a Consultant pursuant to the Program, and the payment dates or payment frequency of such fee. Requestor further agrees to advise RHNR in writing of the termination of any such contract with any Consultant participating in the Program, and to complete a short satisfaction survey to be provided by RHNR.

8. Requestor acknowledges and agrees that, should it violate any of the terms and conditions in this Participants Agreement, it may be removed from the Program and will have no further right or ability to submit a Request through the Program or otherwise utilize any services or benefits of the Program.

9. This Agreement shall be effective from the time any Request is accepted by RHNR and until receipt by RHNR of confirmation of a contract with any Consultant based upon the request or notice of termination by either party to the other.

10. This Agreement shall be construed and enforced in accordance with the laws of Commonwealth of Virginia notwithstanding Virginia's choice of laws doctrines.

11. This Agreement shall not be modified except in writing, signed or electronically acknowledged by both of the parties hereto.

Requestor's Signature: \_\_\_\_\_

Network Name: \_\_\_\_\_

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

**BY CHECKING THE "AGREED" BOX, YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THIS AGREEMENT, JUST AS IF YOU HAD PHYSICALLY SIGNED THIS AGREEMENT. IF YOU DO NOT COMPLY WITH THIS AGREEMENT AT ANY TIME, WE RESERVE THE RIGHT TO CANCEL THIS AGREEMENT AND YOUR PARTICIPATION IN THE PROGRAM.**

Requestor:  Agreed  Not Agreed