

ACCOUNT INFORMATION

Organization Name:
Address:
Phone:
Website:
Parent Organization:

CONTACT INFORMATION

Name:
Title:
Email:
Phone:

GPO Contract Categories

*please indicate areas of interest

Energy, Infrastructure and Equipment

Food Service

Language Services

Professional Services and Supplies

GROUP PURCHASING PARTICIPATION AGREEMENT

This GPO Participation Agreement (“Agreement”), effective this _____ day of _____, 20____ (the “Effective Date”), is made by and between The Health Collaborative (“THC”), an Ohio nonprofit organization, and _____, a GPO Participant (“Participant”).

- 1. Definitions.** For purposes of this Agreement: (a) “Covered Items” means goods or services; (b) “Vendor” means a vendor or distributor of Covered Items; and (c) “Vendor Agreement” means an agreement that is entered into by THC with a Vendor, designates Vendor as a “Preferred Vendor” to GPO Participants, and obligates Vendor to abide by the terms of the Vendor Agreement in its contracts with Participants.
- 2. Authorization.** Participant authorizes THC to negotiate, on Participants’s behalf, the terms and conditions with Vendors set forth in the Vendor Agreements.
- 3. Participant Purchase Obligation.** Nothing in this Agreement or in any Vendor Agreement shall in any way obligate Participant to purchase Covered Items from a Vendor.
- 4. Liability.** THC shall not be liable to Participant for any act, or failure to act, in connection with any Vendor Agreement, including but not limited to any failure of a Vendor to comply with the terms and provisions of any Vendor Agreement. Participant shall be solely liable to make any payments for goods, services and taxes due under its contracts with Vendors.

5. **Administrative Fees.** Participant understands and agrees that THC may receive fees from Vendors (“Administrative Fees”) under Vendor Agreements. Unless otherwise disclosed to Participant, such Administrative Fees shall not exceed three percent of the gross dollar volume purchases of Covered Items by Participants.
6. **Term and Termination.** This Agreement has a one-year term and will automatically renew from year to year unless either party gives written notice at least 30 days prior to the expiration of the then current term. This Agreement may be terminated by either party with or without cause upon 30 days prior written notice.
7. **Confidential Information.** For purposes of this Agreement, confidential information (“CI”) means information relating to the prices of any Covered Items in any Vendor Agreements, and any THC programs, services and agreements of a proprietary or sensitive nature not readily available through sources in the public domain (including, but not limited to, this Agreement and all Vendor Agreements). Member shall keep CI strictly confidential and hold such CI in trust; Participant shall not use CI for any purpose other than to effectuate the purposes of this Agreement; and Participant shall not disclose CI to any third party without THC’s prior written consent.
8. **Compliance.** Participant represents and warrants that at all times during the term of this Agreement, Participant shall comply with all applicable federal, state and local laws. For example, to the extent Participant receives discounts, rebates, or any other price reductions or remuneration (collectively, “remuneration”) under a Vendor Agreement or THC’s group purchasing program, Participant may have an obligation under federal or state law to disclose such remuneration to federal or state health care programs or other payors.
9. **Binding Effect; Assignment.** This Agreement shall inure to the benefit of, and be binding upon and enforceable by and against, THC and Participant and their respective successors and assigns. Participant may not assign this Agreement to any other person without the prior written consent of THC.
10. **Notice.** Any notices required by this Agreement shall be deemed to be properly given if sent by certified or registered mail, return receipt requested, at the addresses set forth below or at any other address of which notice has been properly given pursuant to the provisions of this Section.

If to THC: The Health Collaborative
 Attn. Alisa Lambert
 2692 Madison Rd Suite N1
 #412
 Cincinnati, OH 45208

If to participant:

11. **Entire Agreement.** This Agreement represents the entire agreement between THC and Participant regarding the subject matter hereof, and supersedes any prior oral or written agreement concerning such subject matter. This Agreement may be amended only upon the mutual written agreement of the Parties.

12. **Governing Law.** This Agreement shall be governed by and enforced under the laws of Ohio.

IN WITNESS WHEREOF, by signing below, each Party agrees with all the terms of this Agreement, including any attachments. The parties have caused this Agreement to be duly executed by their respective representatives as of the Effective Date.

Signature

Date

Print Name: