



**Children's National Health Network  
CNHN GPO PARTICIPATION AGREEMENT**

This CNHN GPO Participation Agreement ("Agreement"), effective this \_\_\_ day of \_\_\_\_\_, 200\_ (the "Effective Date"), is made by and between Children's National Health Network, Inc., a District of Columbia corporation ("CNHN") and \_\_\_\_\_, a CNHN member practice ("Member").

1. **Definitions.** For purposes of this Agreement: (a) "Covered Items" means goods or services; (b) "Supplier" means a vendor or distributor of Covered Items; and (c) "Supplier Agreement" means an agreement that is entered into by CNHN with a Supplier, makes Covered Items available for sale to Member, and sets forth the terms and conditions pursuant to which Member may purchase Covered Items from the Supplier.
2. **Purchasing Agent.** Member authorizes CNHN to act as Member's non-exclusive purchasing agent in negotiating and entering into Supplier Agreements.
3. **Supplier Agreements.** Nothing in this Agreement or in any Supplier Agreement shall in any way obligate Member to purchase Covered Items from a Supplier. Where Member chooses to purchase Covered Items from a Supplier under a Supplier Agreement, Member shall comply with the terms and conditions of the Supplier Agreement. Member acknowledges and agrees that before Member may purchase Covered Items from a Supplier under a Supplier Agreement, CNHN may need to ensure that the Supplier at issue is willing to do business with the Member.
4. **Liability.** CNHN shall not be liable to Member for any act, or failure to act, in connection with any Supplier Agreement, including but not limited to any failure of a Supplier to furnish the Covered Items that it has agreed to furnish under any Supplier Agreement. Member shall be solely liable to make any payments for goods, services, and taxes due under its contracts with Suppliers.
5. **Supplier Fees.** Member understands and agrees that CNHN may receive fees from Suppliers ("Supplier Fees") under certain Supplier Agreements. Unless otherwise disclosed to Member, which disclosure automatically shall be incorporated into this Agreement, such Supplier Fees will be fixed at three percent or less of the purchase price of the Covered Items in the Supplier Agreement.
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 Supplier Agreements, and any CNHN 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 Supplier Agreements). Member shall keep CI strictly confidential and hold such CI in trust; Member shall not use CI for any purpose other than to effectuate the purposes of this Agreement; and Member shall not disclose CI to any third party without CNHN's prior written consent.
8. **Compliance.** Member represents and warrants that at all times during the term of this Agreement, Member shall comply with all applicable federal, state and local laws. For example, to the extent Member receives discounts, rebates, or any other price reductions or remuneration (collectively, "remuneration") under a Supplier Agreement or CNHN's group purchasing program, Member may have an obligation under federal or state law to disclose such remuneration to federal or state health care programs or other payors.

