



Children's National™

Health Network™

Part of the Children's National Health System

CNHN GPO PARTICIPATION AGREEMENT

This CNHN GPO Participation Agreement (“Agreement”), effective this _____ day of _____, 20____ (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 Agreement.** 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.

9. **Indemnification.** Member hereby covenants to defend and indemnify CNHN and hold it harmless against and from all losses, damages and costs, including, but not limited to, attorneys fees and expenses, asserted against or sustained or incurred by CNHN in connection with any action brought by any party in connection with any act, omission or breach of any warranty or obligation by Member, except for losses incurred by reason of CNHN's breach of this Agreement or failure to perform its obligations hereunder.
10. **Binding Effect; Assignment.** This Agreement shall inure to the benefit of, and be binding upon and enforceable by and against, CNHN and Member, and their respective successors and assigns. Member may not assign this Agreement to any other person without the prior written consent of CNHN.
11. **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 11.

If to CNHN: Mark Weissman, MD
 111 Michigan Ave., NW
 Washington, DC 20010

If to Member: _____

12. **Entire Agreement.** This Agreement represents the entire agreement between CNHN and Member 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.
13. **Governing Law.** This Agreement shall be governed by and enforced under the laws of the District of Columbia.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective representatives as of the Effective Date.

CHILDREN'S NATIONAL HEALTH NETWORK, INC.

By: _____
 Mark Weissman, M.D.
 CNHN Medical Director

[MEMBER]

By: _____
 Name: _____
 Title: _____

Please submit this completed form to Children's National Health Network (FAX: 202-476-2399).
For assistance, please contact Donnita Pickett @ CNHN: 202-476-2727 or dpickett@cnmc.org
Children's National Health Network, 111 Michigan Avenue, NW, Washington, DC 20010