



YOUR ASSOCIATION'S TRUSTED RESOURCE

## GPO PARTICIPATION AGREEMENT

**DATE:** \_\_\_\_\_

**PARTIES:** **Alliance Purchasing, LLC** ("AP")  
\_\_\_\_\_  
("Provider"--including city)

### RECITALS:

- A. AP is a group purchasing organization ("GPO"), which secures contracts for the provision of goods, and services (the "Contracts") by vendors (the "Contracted Vendors") to participating older adult care providers (the "Provider") upon favorable terms.
- B. Provider desires to be eligible to purchase goods and services from the Contracted Vendors upon favorable terms pursuant to the Contracts.

### AGREEMENTS:

1. AP shall enter into such Contracts with such Contracted Vendors, as it determines. From time to time, AP shall supply Provider with a current list of the Contracted Vendors and their prices. Provider shall be entitled, at its sole discretion, to purchase goods and services from the Contracted Vendors subject and pursuant to the terms of the applicable Contract.
2. Provider hereby appoints AP as its purchasing agent with respect to the Contracted Vendor----- . Provider hereby directs ----- to treat Provider as an AP Provider, regardless of whether Provider may have or currently participates in other GPO arrangements. Provider agrees to keep all pricelists and other proprietary information in strictest confidence whether supplied by AP or -----.
3. Provider understands and agrees that each Contracted Vendor will pay a GPO fee to AP as set forth in the Contracts. This fee is either 3% or less of the purchase price of the goods and services sold to Provider by the Contracted Vendor. AP will specify amounts that are higher than 3%. AP shall notify Provider on an annual basis, and the Secretary of HHS, on request, of the amount received from each Contracted Vendor with respect to purchases made by or on behalf of Provider. The signature, set forth below, shall constitute written authorization from the applicable Provider for AP to act as a purchasing agent of Goods and Services on behalf of such Provider. It is the intent of the undersigned and of AP, that the GPO fee be paid, collected and reported in a manner which is consistent with the safe harbor for group purchasing organizations, set forth at 42 C.F.R. 10001.952(j).
4. AP is acting solely as a GPO and Provider hereby releases, indemnifies and holds harmless AP from and against any claims (including reasonable attorneys fees), which, may be asserted against AP relating to or arising from the provision or the failure to provide any goods and services to Provider by a Contracted Vendor.
5. "AP and Provider acknowledge that there are no fees (cost) to the provider for participation.
6. This Agreement may be terminated at any time, by either party, with or without cause, upon 90 days written notice to the other.

**ALLIANCE PURCHASING SIGNATURE**

**PROVIDER SIGNATURE**

\_\_\_\_\_

\_\_\_\_\_

**PRINTED NAME**

\_\_\_\_\_

Upon signature mail or fax to: Alliance Purchasing, 2550 University Avenue West, Suite 350S,  
St. Paul, MN, 55114-1900. Fax number 651-645-0002.