



Application for Membership

Practice Information

Name of Practice - the "Applicant" (required)

Address (required)

City (required)

State (required)

Zip (required)

Phone (required)

Email (required)

Fax (required)

Primary Physician Information

First Name

Last Name (required)

Specialty

DEA # (required)

Office Manager/Administrator Information

First Name

Last Name

Purchasing Contact

First Name

Last Name

Email Address

Once this form is complete, please fax it to the attention of
"ECCO Administrator" at (800) 792-8324.

PROVISTA GPO PARTICIPATION AGREEMENT

This Provista GPO Participation Agreement (this "Agreement") is made this ____ day of _____, 2013 (the "Effective Date"), by and among Provista, LLC™ ("Provista"), Efficient Cost Containment Organization, LLC ("Channel Partner") and _(See Cover Sheet)_ [insert Customer name] ("Customer").

- I. Definitions. When used in this Agreement, the following terms have the following meanings: (A) "Covered Items" means goods, services or intangible rights; (B) "Novation" means Novation, LLC; (C) "Provista Supplier Agreement" means an agreement between Provista (or one of its agents, such as Novation) and a Supplier, pursuant to which the Supplier makes Covered Items available for purchase by Provista customers; and (D) "Supplier" means a vendor or distributor of Covered Items.
- II. Authorization. Customer hereby authorizes Provista and its agents (including but not limited to Novation) to act as Customer's non-exclusive group purchasing agent for purposes of negotiating and entering into Provista Supplier Agreements. Notwithstanding the foregoing, this authorization shall be contingent upon Customer's proper and timely completion of any necessary enrollment forms or declaration documents. Nothing in any Provista Supplier Agreement shall, in any way, obligate Customer to purchase, license or lease any Covered Item thereunder.
- III. Supplier Agreements. Customer acknowledges and agrees that (1) before it may purchase through Provista Supplier Agreements, Provista may need to ensure that its Suppliers are willing to do business with Customer, and (2) in the event that Customer purchases Covered Items pursuant to a Provista Supplier Agreement, Customer shall comply with any and all applicable terms and conditions set forth in such Provista Supplier Agreement.
- IV. Supplier Fees and Disclosure Reports. Customer acknowledges and agrees that, pursuant to the terms of Provista Supplier Agreements, Provista may receive fees from Suppliers ("Supplier Fees") for Provista's provision of certain services to Suppliers. Except as noted below, each Provista Supplier Agreement provides for Supplier Fees that are fixed at three percent or less of the purchase price of the Covered Items in the Provista Supplier Agreement. With respect to Provista Supplier Agreements providing for Supplier Fees that are not fixed at three percent or less of the purchase price of the Covered Items, Customer (or its authorized agent or designee) has been given access to a secure, electronic web-based database that lists all such Supplier Fees, which shall be updated by Provista from time to time, as necessary. Provista shall provide Customer (or its authorized agent or designee) with, or provide Customer with access to, an annual report listing Customer's purchases under Provista Supplier Agreements and the associated Supplier Fees received by Provista based on such purchases. Additionally, Customer understands and acknowledges that Customer has joined Provista and is purchasing supplies under the Provista Supplier Agreements pursuant to its affiliation with Channel Partner; pursuant to an agreement between Provista and Channel Partner ("Provista-Channel Partner Agreement"), Channel Partner will receive annual fees from Provista that are based on Customer's purchases under Provista Supplier Agreements; and pursuant to the Provista-Channel Partner Agreement, on at least an annual basis, Channel Partner will disclose in writing to Customer the amount of the annual fees that were received by Channel Partner from Provista in connection with the Customer's purchases under Provista Supplier Agreements.
- V. Channel Partner Services. Channel Partner will provide aggregation services to Customer. Aggregation services provided by Channel Partner will include but not be limited to: negotiation and management of supplier agreements on behalf of Customer, execution of applications and other required documents to allow Customer to purchase products and supplies under the supplier agreements, and conducting sales and transaction data collection and reporting as appropriate in the performance of the aggregation services, Customer hereby authorizes Channel Partner to perform those

certain acts as necessary for its provision of the aggregation services for and on behalf of Customer.

- VI. Reporting Price Reductions; Compliance with Law. Customer represents, warrants and guarantees that at all times during the Term of this Agreement, Customer shall comply with all applicable federal, state and local laws. To the extent Customer receives discounts, rebates or any other price reductions as a result of purchases under a Provista Supplier Agreement, or any other remuneration under this Agreement or any Provista Supplier Agreement, Customer may have an obligation under federal or state law to disclose such price reductions or remuneration to federal or state health care programs or other payors, and Customer agrees to comply with all such laws.
- VII. Online Tier Activation. Customer hereby authorizes Provista and Channel Partner to activate the appropriate tier pricing with the respective suppliers related to Customer's purchase of supplies from such supplier.
- VIII. Appointment of Distributor. Customer hereby authorizes Henry Schein, as its appointed distributor, to purchase, as its agent and on its behalf, supplies and products from the Provista Supplier Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective authorized representatives.

PROVISTA, LLC

By: _____
Name: _____
Title: _____

Customer

By: _____
Name: _____
Title: _____

**EFFICIENT COST CONTAINMENT
ORGANIZATION, LLC**

By: _____
Name: _____
Title: _____