



**PURCHASE AGREEMENT
(Sole Term)**

Category:

By and Between: Cooperative Services of Florida, Inc. comprised of Attachment C (hereinafter referred to as “Patrons”)

&

Vendor: **Vendor Name** (hereinafter referred to as “Vendor”)

ATTN:

Street Address

City, State, Zip

Phone:

THIS AGREEMENT (this “Agreement”) is made effective as of the ____ day of _____, 2010 (the “Effective Date”) by and between Cooperative Services of Florida, Inc., a Florida not-for-profit corporation (“CSF”) and _____ (“Vendor”).

ARTICLE 1: RECITALS

1.1 CSF is a group purchasing organization whose principal members are the Lee Memorial Health System and the Sarasota Memorial Health Care System (through Community Health Corporation) (the “Members”). CSF is authorized to enter into purchasing agreements on the behalf of the Members, their affiliates, and certain other entities from time to time (the “Patrons”) and to enter into market share commitments of available purchases (the “Market Share Commitment”) for such items or services on behalf of the Patrons. CSF is independent of all other GPOs, including VHA.

1.2 Vendor desires to provide the items and services lists on Exhibit A to the Patrons pursuant to the terms of this Agreement (the “Products or Services”). Exhibit A identifies the manufacturer of the Products or Services if other than Vendor.

1.3 Vendor complies with all Federal and state laws and regulations including the requirement not to contract with sanctioned individuals or companies. Vendor has not been listed by any federal agency as barred, excluded, or otherwise ineligible for participation in federally funded health care programs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

ARTICLE 2: INCORPORATION OF RECITALS, EXHIBITS, ETC.

The parties agree that the recitals are true and correct, and are hereby incorporated. The parties also agree that any referenced exhibits, schedules, documents, or instruments are hereby incorporated.

ARTICLE 3: GENERAL COVENANTS

3.1 Compliance Representation. Vendor and the Products or Services shall adhere to all applicable Federal, state, and local laws, rules, and regulations.

3.2 Federal Health Care Program Exclusion. Vendor’s owners, officers, and employees are not sanctioned individuals or companies. Vendor has not been listed by any federal agency as barred, excluded, or otherwise ineligible for participation in federally funded health care programs.

3.3 Medicare Cost Certification. To the extent applicable, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, Vendor shall make available the Agreement, and the books, documents, and records (collectively, the “Records”) of Vendor that are

necessary to certify the nature and extent of costs incurred by the Patrons. The Records shall be available until the expiration of four years after the furnishing of Products or Services under this Agreement. Vendor shall have a similar provision in all subcontracts, if any, for providing Products or Services under this Agreement.

3.4 Market Share Commitment. The Market Share Commitment for this Agreement is ___%. If any individual Patron breaches the Market Share Commitment, such Patron shall be denied access to the pricing and other benefits contained in this Agreement without the prior written approval of Vendor.

3.5 Line Item Pricing. The price per item or service is included in Exhibit A. Such price shall be applicable to all Patrons and shall be fixed for the term of this Agreement. Vendor shall invoice Patrons directly and Patrons are solely responsible for payment of such invoices.

3.6 Return Goods and Product Recall Policies. Vendor's return goods and product recall policies are included in Exhibit A.

3.7 Administrative Fee. Vendor shall pay CSF the percentage of each purchase made by the Patrons pursuant to this Agreement (the "Administrative Fee") specified in Exhibit B. Vendor shall calculate and pay Administrative Fees on a quarterly basis within 45 days of the end of each quarter. Vendor shall also include any other incentives (i.e., additional volume incentives, large per order incentives, etc.) or value-added enhancements, if any, in Exhibit B.

3.8 Failure to Supply Products or Services. If Vendor is unable to supply the Products or Services for any reason on a timely basis, the Patrons shall be able to purchase substitute products or services without violating the terms of this Agreement. If the Market Share Commitment specified in Section 3.1 is greater than 75%, Vendor shall be liable for the price differential paid by the Patron for such substitute products or services. Additionally, Vendor's repeated failure to provide the Products or Services on a timely basis shall be a breach of this Agreement.

3.9 Distribution. CSF's preferred distributor for the Products is LeeSar Regional Service Center ("LeeSar"). If Vendor wishes to use LeeSar for the distribution of the Products, the terms and conditions of the distribution of the Products by LeeSar shall be as set forth in LeeSar's standard distribution agreement.

3.10 Vendor Liability Insurance. Vendor shall carry product liability insurance in amounts of at least \$1,000,000 (per occurrence)/\$3,000,000 (aggregate). Each policy shall contain a provision requiring 30 days notice to CSF of cancellation, reduction or non-renewal. Vendor shall name CSF as an additional insured under the policy and shall provide CSF with notice of any reduction or termination of such coverage within 48 hours of such reduction or termination.

3.11 Non-disclosure. Each party shall not use or disclose to any unauthorized person any confidential or proprietary information relating to the business or affairs of the other party, except pursuant to the express written consent of the other party, court order, or as required by law. Notwithstanding the foregoing, CSF shall have the right to disclose all pertinent information regarding this Agreement, including but not limited to pricing information, to the Patrons, pricing consultants, Patrons' or CSF's attorneys or auditors, and as part of pricing surveys.

3.12 Implementation Plan. To the extent this Agreement involves extensive implementation activities, each party shall agree on a implementation plan prior to this Agreement being effective.

3.13 Circumvention. During the term of this Agreement, Vendor shall only sell, market, or price the Products or Services to the Patrons pursuant to the terms of this Agreement and shall deal exclusively with CSF for such purposes as agent for the Patrons.

3.14 Clinical Acceptability and Technological Advancements. Any Products or Services that are no longer clinically acceptable (as reasonably determined in good faith by the Patrons) shall be excluded from this Agreement for such Patron. Additionally, unless agreed otherwise by the Patrons, all Products or Services shall be state of the art and include all clinical technological advancements. This Section shall not apply if this Agreement is terminable without cause on 90 (or less) days notice.

3.15 Market Erosion and Best Available Pricing. To the extent the marketplace for the Products and Services soften and prices erode, Vendor shall adjust the line item pricing and/or the Administrative Fees to maintain the market competitiveness of this Agreement. Additionally, to the extent Vendor offers another customer lower line item pricing for the Products or Services, Vendor shall adjust the line item pricing to CSF and its Patrons to such lower amount. This Section shall not apply if this Agreement is terminable without cause on 90 (or less) days notice.

ARTICLE 4: INDEPENDENT CONTRACTOR

Each party shall be regarded as an independent contractor for all purposes, including, without limitation, income tax and employment tax purposes, and shall represent such status to third parties. Neither party shall withhold any portion of the other's compensation for income, employment, or other tax purposes. Neither party shall provide health, workman's compensation, or unemployment insurance, or any other benefits to the other. This Agreement shall not make either party an agent, employee, partner, or joint venturer of or with the other, and neither party shall bind or transact business in the other's name, or make representations or commitments on the other's behalf without prior written approval.

ARTICLE 5: TERM AND TERMINATION

5.1 Term. Unless earlier terminated, this Agreement shall be for a term of ___ year(s), beginning on the Effective Date. This Agreement shall not automatically renew.

5.2 Termination by Notice. This Agreement shall continue until either Vendor or CSF elects to terminate after first giving not less than ___ calendar days written notice to the other party of intention to terminate.

5.3 Termination upon Breach. In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 30 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to the other party. Additionally, CSF shall have the right to terminate this Agreement immediately without such 30 day notice if Vendor breaches Section 3.8.

5.4 Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality, indemnification, and noncompetition.

5.5 Payments upon Termination. If this Agreement is terminated for any reason, Vendor shall pay to CSF accrued but unpaid amounts through the date of termination. CSF shall repay to vendor any unearned discounts or other remuneration, if any. Such payment shall be in full and complete discharge of any and all liabilities or obligations of CSF to Vendor under this Agreement, and Vendor shall be entitled to no further benefits under this Agreement.

ARTICLE 6: STANDARD PROVISIONS

6.1 Remedies. In the event of a breach of this Agreement, the parties acknowledge that the injury to the other party would be irreparable, and the monetary amount of damage therefrom would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief, without bond or with a nominal bond if allowed by law.

6.2 Avoidance of Violations; Modification. Notwithstanding any provision of this Agreement, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations including, without limitation, 42 U.S.C. § 1320a-7b(b) (the "Federal Anti-Kickback Law"). Each party shall use best efforts to comply with any applicable safe harbors to the Federal Anti-Kickback Law or similar laws (including Stark, etc.).

6.3 Fair Market Value Remuneration; Anti-kickback. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services or purchased items.

6.4 Indemnification. Vendor (the “Indemnitor”) shall indemnify and hold harmless CSF, Patrons, and their affiliates, officers, directors, agents, and employees (collectively, the “Indemnitee”) for all claims, liabilities, damages, or judgments based on the negligent or wrongful conduct of Indemnitor or its affiliates, officers, directors, agents, or employees. This provision shall survive the termination of the Agreement.

6.5 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to Vendor, to:

If to CSF, to:

Mr. Robert A. Simpson
401 Leonard Blvd. North
LeHigh Acres, FL 33971

with a copy to:

Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
Attention: J. Hugh Middlebrooks

6.6 Amendment. No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

6.7 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned by CSF to an entity controlling, controlled by, or under common control with CSF, without Vendor’s consent.

6.8 Entire Agreement. This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

6.9 No Third Party Rights. This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

6.10 Severability. If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

6.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

6.12 Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

6.13 Interpretation. Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

6.14 Prevailing Party Entitled to Attorneys' Fees and Costs. With regard to any legal disputes arising out of or related to this Agreement, the prevailing party shall receive from the non-prevailing party(ies) all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorneys' fees, whether from the initial request for redress or through trial, appeal, and collection.

6.15 Waiver of Compliance. Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

6.16 Applicable Law and Courts. This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or in the United States District Court for the Middle District of Florida.

6.17 Cooperation. The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

6.18 Force Majeure. Vendor shall not be responsible for a failure or delay to perform its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond Vendor's reasonable control, including without limitation, governmental interference or orders, fire, flood, accident, war, an act of terrorism, the failure of a commercial delivery service or the United States Postal Service to timely deliver documents or packages, and an act of God. Vendor shall use reasonable efforts to remedy such circumstances as soon as possible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

CSF

By: _____
Name: Robert A. Simpson
Title: President and CEO

VENDOR

By: _____
Name: _____
Title: _____

JHM-509922.5

EXHIBIT A

Products or Services

Manufacturer (if other than Vendor)

Line Item Price (Complete Excel EXHIBIT A Attachment)

HCPCS Code (Mandatory by Medicare Effective 04/01/06)

Return Goods Policy

Product Recall Policy

Warranty Information

EXHIBIT B

Administrative Fee and Other Incentives

Vendor shall pay CSF ___% of net purchases made by the Patrons pursuant to this Agreement (the “Administrative Fee”). Vendor shall calculate and pay Administrative Fee on a quarterly basis within 45 days of the end of each quarter. Vendor shall submit to Cooperative Services of Florida, Inc. the following information with the Administrative Fee checks:

Time period for the check

Sales detail (by hospital) - which should include product #, Product description, Units and Sales \$ (hard copy and in Excel format)

All Administrative Fee checks and supporting documents should be sent directly to:

Gayle Reynolds
VP -Finance
Cooperative Services of Florida
5597 8th Street West
Lehigh Acres, FL 33971
greynolds@leesar.com
Phone# 239-303-3407

With a copy of the electronic back up to Rita Lee at - rlee@csofl.com)

TERMS AND CONDITIONS

Minimum order requirement (cases)	
Freight (FOB Origin or FOB Destination)	
Freight Charges (Paid by Vendor, Leesar or Patron)	
Storage Requirements (i.e., refrigerated, controlled temperature, humidity etc.)	
Requirements for Special Order/Drop Shipments	
Purchasing Card (PCard) Acceptance (Y/N) <i>Note- preferred method of payment</i>	
Payment Terms	
Early Payment Incentives	
Tracing Fees (Y or N; define)	
Other dealer margin funding (% and/or \$)	
Vendor Managed Inventory (Y or N)	
Internet/EDI Purchase Order Processing	
Buy bulk incentives (Y or N; define)	
Price Protection for life of contract (Y or No)	
Re-Stocking Fees (Y or N and %)	

Initial ____

Facility Listing

Lee Memorial Health System, d/b/a

Lee Memorial Hospital
2776 Cleveland Avenue
Ft Myers, FL 33901

Cape Coral Hospital
636 Del Prado Boulevard
Cape Coral, FL 33990

*Southwest Florida Regional Medical Center
2727 Winkler Avenue
Fort Myers, FL 33901

Regional Cancer Center Pharmacy
8931 Colonial Center Drive
Fort Myers, FL 33905

*Closed March 9, 2009, and merged to Gulf Coast Hospital

HealthPark Care Center
16131 Roserush Court
Ft. Myers, FL 33908

Cape Coral Home Health
636 Del Prado Boulevard
Cape Coral, FL 33990

(60) locations – Physicians/Clinics

Lee Memorial Health System Employee Pharmacy

HealthPark Medical Center
9981 HealthPark Circle
Ft. Myers, FL 33908

The Children's Hospital
9981 HealthPark Circle
Ft. Myers, FL 33908

Gulf Coast Hospital
13681 Doctor's Way
Fort Myers, FL 33912

The Rehabilitation Hospital
2776 Cleveland Avenue
Ft. Myers, FL 33902

Lee Memorial Home Health
2776 Cleveland Avenue
Ft. Myers, FL 33902

Facility Listing

Sarasota County Public Hospital Board d/b/a

Sarasota Memorial Hospital
1700 S. Tamiami Trail
Sarasota, FL 34239

Waldemere Medical Plaza
1921 Waldemere Street
Sarasota, FL 34239

Community Medical Clinic
1700 So. Tamiami Trail
Sarasota, FL 34239

Sarasota Memorial Pre-Admission Testing
6124 So. Tamiami Trail
Sarasota, FL 34231

Outpatient Imaging/Breast Health Center
FDA Certified Mammography Facility
Waldemere Medical Plaza
1921 Waldemere Street
Sarasota, FL 34239

Medical Arts Office
1950 Arlington Street, Suite 122-124
Sarasota, FL 34239

Sarasota Memorial Hospital Health Care
6075 Rand Boulevard, Suite 2
Sarasota, FL 34238

Sarasota Memorial Eastgate
Rehabilitation Services
943 So. Beneva Road
Sarasota, FL 34232

Sarasota Memorial Southgate
Rehabilitation Services
3530 So. Tamiami Trail
Sarasota, FL 34239

Sports Medicine Center at
The Evalyn Sadler Jones
Sarasota Family YMCA
8301 Potter Park Drive
Sarasota, FL 34238

Bayside Center for Behavioral Health
1650 S. Osprey Avenue
Sarasota, FL 34239

Sarasota Memorial Care Center
Bee Ridge, 5682 Bee Ridge Road
Sarasota, FL 34239

North Port After-Hours Care Center
North Port Clinic Shoppes
14999 Tamiami Trail
North Port, FL 34287

Outpatient Imaging/Breast Health Center
FDA Certified Mammography Facility
2650 Bahia Vista Street, Suite 102
Sarasota, FL 34239

Women's Diagnostic Center
FDA Certified Mammography Facility
1801 Arlington Street
Sarasota, FL 34239

Bee Ridge Care Center
Ridgegate Center, 5682 Bee Ridge Road
Sarasota, FL 3423

The Cape Outpatient Surgery Center
941 Waldemere Street
Sarasota, FL 34239

Sarasota Memorial Gulfgate
Rehabilitation Services
6130-A Tamiami Trail
Sarasota, FL 34231

Sports Medicine Center at
Sarasota Memorial Hospital
4937 Clark Road
Sarasota, FL 34233

Sarasota Memorial Lakeside Terrace
Skilled Nursing Center
5640 Rand Boulevard
Sarasota, FL 34238

Facility Listing

Sarasota Memorial Hospital Walk In Clinic
At Gulf Gate
6130 S. Tamiami Trail
Sarasota, FL 34231

Sarasota Memorial Ambulatory Care
Heritage Harbour
1040 River Heritage Blvd.
Bradenton Florida 34212-6348

BlackBurn Point Pain Care
929 South Tamiami Trail
Osprey, Fl. 34229-0000

Pain Care Center of Sarasota Memorial Health Care
5880 Rand Blvd., Suit 206
Sarasota, FL 34238

North Port Medical Plaza
2345 Bobcat Village Center Road
North Port, FL 34288

Sarasota Memorial Hospital Walk-In Cntr
2401 University Pkwy Ste. 105
Sarasota, FL 34243

Facility Listing

Shell Point
15101 Shell Point Blvd
Fort Myers, FL 33908

Hope of Southwest Florida
9470 Health Park Circle
Fort Myers, FL 33908

Bonita Community Health Center
3501 Health Center Boulevard
Bonita Springs, FL 34135

Marshall County Health Care Authority
227 Brittany Road
Guntersville, AL 35976

Lee County Board Of County Commissioners
14752 Six Mile Cypress
Fort Myers, FL 33912

Southwest Florida Repackaging
401 Leonard Blvd. North
Lehigh Acres, FL 33971

The Healthcare Authority of the City of Huntsville d/b/a

Huntsville Hospital
101 Sivley Road
Huntsville, AL 35801

Huntsville Hospital Employee Health
101 Sivley Road
Huntsville, AL 35801

Huntsville Hospital Pharmacy W&C
911 Big Cove Road
Huntsville, AL 35801

Healthcare Authority of Athens and Limestone County d/b/a

Athens-Limestone Hospital
700 West Market Street
Athens, AL 35611

Central Florida Health Alliance, Inc. d/b/a

Leesburg Regional Medical Center
600 East Dixie Avenue
Leesburg, FL 34748

The Villages Regional Hospital
1451 EL Camino Real
The Villages, FL 32159

Alliance Urgent Care (Riverside)
3631 W Burleigh Blvd
Tavares, Florida 32778

OHME Rehab
700 N Palmeto Street
Leesburg, FL 34748

LRDSC
601 East Dixie Ave
Leesburg, FL 34748

The Villages Regional Hospital Out Patient
8900 NE 134th Ave
Lady Lake, FL 32159

ADDITIONAL INFORMATION

Corporate/Local/Emergency Responsible Parties

Corporate Contact:

Name:

Address:

City, State, Zip:

Business Phone Number:

Cell Phone Number:

Fax Number:

Email address:

Local Representative Contact Information:

Name:

Address:

City, State, Zip:

Business Phone Number:

Cell Phone Number:

Fax Number:

Email address:

Disaster Recovery & Emergency Contact Information:

Name:

Business Phone Number:

Cell Phone Number:

Vendor Status

Vendor Name:

Minority Owned Business:

Yes _____

No _____

Woman Owned Business:

Yes _____

No _____

ADDITIONAL INFORMATION

Value Added Enhancements

ADDITIONAL INFORMATION

Implementation Plan/Additional Benefits (education, training)

ADDITIONAL INFORMATION

Any/All Bilateral Contracts or Vendor required documents for signature

