

**Black ROCC LLC**  
**LETTER OF COMMITMENT**  
**GROUP PURCHASING PROGRAM**

In consideration for receiving all the rights and privileges associated with becoming a member of the Group Purchasing Organization (“GPO”) program established by Black ROCC, LLC, a Texas limited liability company (“Black ROCC”) which provides benefits to its members, including but not limited to improved pricing on healthcare provider related products and services. Effective as of the date set forth below the undersigned member (“Participating Member”) agrees to be bound by the following terms and conditions in order to participate in the Black ROCC GPO program (the “GPO Program”):

- 1) Participating Member acknowledges that Black ROCC’s purpose is to negotiate improved pricing based upon leverage achieved from multiple doctors and practices joining together to form the GPO. Black ROCC has negotiated, and will continue to negotiate, contracts with GPO Program vendors whose products and/or services are used in a healthcare provider’s practice.
- 2) Participating Member agrees to use commercially reasonable efforts to purchase all of its annual requirements for healthcare provider products and/or services from the GPO Program vendors. This is not to be construed as a restriction from using other lines of commerce to purchase healthcare provider products and/or services, as Participating Member hereby acknowledges and agrees that it is the responsibility of the Participating Member, and not Black ROCC, to ensure that the medical standard of care for treating the patient is met when choosing healthcare provider products and/or services. However, in cases where Black ROCC has not contracted for certain items required by Participating Member, Participating Member agrees, upon written request by Black ROCC, to send a copy of any such order invoice to Black ROCC so that the vendors providing such products and/or services may, at Black ROCC’s sole choice, be added to the GPO Program.
- 3) Participating Member agrees that all products and supplies purchased under Black ROCC negotiated Sub-Agreements are not for resale and are intended only for use by the Participating Member in their practice as a healthcare provider.
- 4) Participating Member acknowledges that by signing this Letter of Commitment, it is entitled to purchase healthcare provider products and services under the contract awards made by the GPO Program, provided it complies with the terms and conditions contained herein. Participating Members that engage in activities that are inconsistent with the spirit of the intent of the program will be referred to the Black ROCC Board and/or Compliance Committee, which may be grounds for immediate removal.
- 5) During the term of its participation in the GPO Program, as well as after removal, Participating Member agrees to require individuals (employees, agents, designated representatives) who are made aware of any confidential information to keep such information confidential and not disclose such information to any third parties (other than Black ROCC or other member employees with a need to know [who have been made aware of this provision by the Participating Member]) without Black ROCC's prior written permission. Such confidential information may take many forms, but is likely to include Black ROCC's plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, and contract catalogs (printed and electronic), contracts with vendors, as well as any other information designated as confidential by Black ROCC by either oral or written statement. This paragraph 5 shall survive the removal of Participating Member (by either party) from the GPO Program.
- 6) Participating Member agrees during its participation in the GPO Program not to use any Black ROCC's agreements as leverage to negotiate individual practice and/or system agreements with Black ROCC's contracted vendors or other competing vendors.
- 7) Participating Member agrees that the GPO Program shall be its exclusive national GPO purchasing program. Accordingly, a copy of this signed Letter of Commitment will be forwarded to Black ROCC’s contracted vendors, manufacturers and suppliers as confirmation of Participating Member’s admittance into the GPO Program. Upon receipt of this executed Letter of Commitment, Participating Member hereby instruct the vendor, manufacturer or supplier to add Participating Member to the GPO Program and immediately remove Participating Member from any other group purchasing organization’s membership roster in their records.
- 8) Participating Member agrees and acknowledges that, as provided in 42 C.F.R. § 1001.952(j) (the “GPO Safe Harbor”), GPO Program vendors may pay an administrative fee not to exceed: i) 3 percent of the purchase price of the goods or services provided by that GPO Program vendor or (ii) a specified amount (where such amount may be a fixed sum or a fixed percentage of the value of purchases made by all Participating Members). Participating Member hereby acknowledges and agrees that the contracts between Black ROCC and each of the GPO Program vendors will be made readily available to each Participating Member (i.e., web-access or other reasonable means as selected by Black ROCC); however, such disclosure will be subject to the confidentiality provision contained in Paragraph 5 above.
- 9) The Participating Member further authorizes each and every GPO vendor participating in the GPO program to release Participating Member’s total purchase data (in the ANSI 867 x12 EDI Format or such other format acceptable to Black ROCC) to Black ROCC on a monthly or quarterly basis, as requested by Black ROCC.

THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS AUTHORITY TO BIND THE PARTICIPATING MEMBER AND THAT THE PARTICIPATING MEMBER AGREES TO THE ABOVE TERMS AND CONDITIONS STATED IN THIS LETTER OF COMMITMENT, AS OF THE DATE SET FORTH BELOW.

**PARTICIPATING MEMBER**

Practice Address (for any and all notices):

\_\_\_\_\_  
Practice/Member Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone/Fax /

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date:

THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS AUTHORITY TO BIND THE PARTICIPATING MEMBER AND THAT THE PARTICIPATING MEMBER AGREES TO ALLOW BLACK ROCC TO INCLUDE A LINK TO THE PARTICIPATING MEMBER'S WEBSITE ON BLACK ROCC'S WEBSITE, OR IF NO WEBSITE IS AVAILABLE, TO LIST PARTICIPATING MEMBER AS A MEMBER ON BLACK ROCC'S WEBSITE.

**PARTICIPATING MEMBER**

\_\_\_\_\_  
Practice/Member Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title