

## PedsPal Group Purchasing Program

Please complete the applicant profile below. This will automatically populate the forms you will need.  
When complete, please print and sign, then fax to us at 682-885-5860.

### PedsPal Programs Desired

If you have an account #, please list it, if not please call and we will help you get one

( ) Sanofi Vaccines                      Acct # \_\_\_\_\_  
( ) Merck Vaccines                      Acct # \_\_\_\_\_  
( ) Henry Schein Medical Supplies      Acct # \_\_\_\_\_  
( ) Office Depot Office Supplies      Acct # \_\_\_\_\_  
( ) Pfizer                                  Acct # \_\_\_\_\_

Practice/Clinic Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_  
State/Zip Code: \_\_\_\_\_  
Main Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Specialty: \_\_\_\_\_  
# of Providers: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact's Title: \_\_\_\_\_  
Contact's Email: \_\_\_\_\_  
Contact's Ext.: \_\_\_\_\_  
Date: \_\_\_\_\_

FACILITY TYPE: ( ) Surgery Center; ( ) Clinic; ( ) Individual Physician;

### Lead Physician Information

<u>Provider Name</u>	<u>DEA Number</u>	<u>Medical License Number</u>

Who will be signing the Participation Agreement and related documents?

Name of Signer: \_\_\_\_\_ Title: \_\_\_\_\_

If you were referred by a current member, please provide their name: \_\_\_\_\_

When complete, fax with other program forms to 682-885-5860.

The PedsPal Team sincerely thanks you for your confidence in us; a confidence we strive to earn each day. Should you need any assistance while completing this document, please do not hesitate to call our toll-free number, 1(877)923-2233.

PedsPal Group Purchasing Program  
801 7<sup>th</sup> Avenue  
Fort Worth, Texas 76104  
877-923-2233  
www.pedspal.org

PedsPal's VACCINE REBATE PROGRAM allows members to earn a rebate equivalent to 2% on eligible Sanofi Pasteur vaccine purchases and 1% on all Gardasil<sup>®</sup> purchases from Merck during the REBATE PERIOD (January 1, 2018 – December 31, 2018). For 2018, members can also earn 2% on Sanofi Pasteur Fluzone<sup>®</sup> purchases.

The REBATE PROGRAM<sup>1</sup> is as easy as 1, 2, 3...

1. Participate in BOTH the Sanofi Pasteur and Merck buying agreements.
2. Remain in **compliance** with PedsPal's Participation Agreement.<sup>2</sup>
3. Active participation with PedsPal for a minimum of ***six consecutive months prior to the Rebate Distribution.***

Earned rebates will be issued within 120 days of the end of the Rebate Period (January 1, 2018 – December 31, 2018) to qualifying active members.<sup>3</sup>

PedsPal Platinum: Members who qualify for the Rebate Program and who refer one or more new members to PedsPal will become Platinum members and will also share Henry Schein administrative fees. Henry Schein admin fees for Platinum members will be split 50/50.

Should you have any questions regarding PedsPal Group Purchasing Program, please contact PedsPal at 877-923-2233.

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<sup>1</sup> PedsPal Group Purchasing Program must achieve the performance goals set forth by **both** Sanofi Pasteur and Merck.

<sup>2</sup> **Compliance vaccines:** **Sanofi Pasteur** - ActHIB<sup>®</sup>, Adacel<sup>®</sup>, Daptacel, Pentacel<sup>®</sup>, Ipol<sup>®</sup>, Menactra<sup>®</sup>  
**Merck** - Gardasil<sup>®</sup>, Recombivax HB<sup>®</sup>, Rotateq<sup>®</sup>, Vaqta<sup>®</sup>

<sup>3</sup> **Member's IRS form W-9 must be on file and Member must be active with PedsPal at the time Rebate Payments are issued.**



**PEDSPAL GROUP PURCHASING  
PROGRAM PARTICIPATION AGREEMENT**

I desire to participate in the PedsPal Group Purchasing Program. I understand, accept and agree to the terms and conditions attached to and incorporated by reference in this Participation Agreement. [Check box(es) indicating desired participation below.]

**Henry Schein (including MedAssets)**     **Office Depot**

**Sanofi Pasteur**       **Merck**       **Pfizer**

**PARTICIPANT:**

\_\_\_\_\_  
Practice Name

\_\_\_\_\_  
Specialty

\_\_\_\_\_  
Number of Providers

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State & Zip Code

\_\_\_\_\_  
(Area Code) Phone Number

\_\_\_\_\_  
(Area Code) FAX Number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Doctor's Printed Name

\_\_\_\_\_  
DEA Number



\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date

**PedsPal:**

By: \_\_\_\_\_  
Ryan Champlin, Vice President

\_\_\_\_\_  
Date

\*\*Account Numbers are required for participation with Sanofi, Merck and Henry Schein discount buying programs. If you currently do not have an account number, please go to [www.VaccineShoppe.com](http://www.VaccineShoppe.com) to apply for a Sanofi account, or to [www.merckvaccines.com](http://www.merckvaccines.com) for a Merck account. For Henry Schein, if you do not have an account number, one will be assigned to you. For Pfizer, contact PedsPal for a form to obtain account number. To apply for Office Depot go to [business.officedepot.com/b2b/portalLoginPage.do](http://business.officedepot.com/b2b/portalLoginPage.do).

Sanofi Pasteur Account Number  
(Required for Sanofi Pasteur participation)

Merck Account Number  
(Required for Merck Participation)

Henry Schein Account Number  
if Known

Pfizer Account Number  
(required for Pfizer participation)

**PLEASE ATTACH IRS FORM W-9 IF YOU WOULD LIKE TO PARTICIPATE IN OUR  
VACCINE REBATE PROGRAM!!**

## SANOFI PASTEUR Participation Terms

The following vaccines are **Core Products** to the performance of the PedsPal Group Purchasing Program with Sanofi Pasteur and must be purchased exclusively through Sanofi Pasteur in lieu of equivalent vaccines from any other vendors.

Pertussis – (Pentacel, Daptacel, Tripedia)  
HIB (ActHib, Pentacel)  
IPV-IPOL

Tdap – Adacel  
MCV4-Menactra

**ADACEL** should be purchased directly from **Sanofi Pasteur** at VaccineShoppe.com or 1-800-vaccine (1-800-822-2464)

- Members can receive a discount of 2% for paying invoices within 90 days, and additional 1% for using VaccineShoppe.com.
- PedsPal members receive PedsPal discounts on all eligible vaccines in addition to special promotional discounts offered by Sanofi Pasteur.
- By using the Sanofi Pasteur VaxMax program, members will receive significant additional savings. Contact your Sanofi Pasteur Vaccine Specialist for more details.

## MERCK Participation Terms

The following vaccines are **Core Products** to the performance of the PedsPal Group Purchasing Program with MERCK and must be purchased exclusively through MERCK in lieu of equivalent vaccines from any other vendors.

VAQTA (Hepatitis A – pediatric formulation)  
RECOMBIVAX HB (Hepatitis B – pediatric/adolescent formulation)  
RotaTeq  
GARDASIL

\*If your patient population does not utilize one or more of the core antigens you are not required to purchase these vaccines for compliance.

**GARDASIL** should be purchased directly from **Merck** at merckvaccines.com or 1-800-637-2590 in order to receive PedsPal discounted prices.

- Members can receive a discount of 2% for paying invoices within 90 days.
- PedsPal members receive PedsPal discount on all Merck Vaccines listed in addition to special promotional discounts offered by Merck.

**PLEASE FAX YOUR COMPLETED FORMS TO 682-885-5860**

## **TERMS AND CONDITIONS**

### **DESCRIPTION OF SERVICE**

Group purchasing programs will be established and communicated to PedsPal Members allowing purchases directly from third-party vendors at prices negotiated by PedsPal (each, a “Program”). Use of each Program is voluntary by Participant.

### **AUTHORITY**

Participant hereby authorizes and designates PedsPal to act as a purchasing agent for Participant to enter into contracts with third-party vendors to furnish goods or services to Participant. Participant authorizes PedsPal as its agent to negotiate and enter into agreements with vendors in order to make agreements available to Participant. Participant authorizes PedsPal as its agent to negotiate and enter into affiliation agreements with other group purchasing organizations (“Affiliate GPOs”) and to enroll Participant in Affiliate GPOs in order to make their agreements available to Participant. PedsPal’s agency under this Agreement is limited to the purposes of (i) negotiating, entering into and managing Program agreements with third- party vendors and Affiliate GPOs; and (ii) collecting and retaining administrative fees that are paid under the third-party vendor agreements.

### **ACCESS TO VENDOR PROGRAMS**

Normally, access to individual third-party vendor programs will occur within 45 days after the effective date of this Agreement. Some individual programs also require a Letter of Commitment by the vendor in addition to evidence of this Agreement before access will be granted. Vendors in the Program generally agree to accept each Participant submitted by PedsPal, but may require a reasonably satisfactory report of credit worthiness on the Participant. PedsPal cannot provide any assurance that Participant will be accepted by any third-party vendor. Vendor denials will be promptly communicated to PedsPal by the third-party vendor. PedsPal will, in turn, communicate the denial to Participant. Termination of participation may also be initiated by PedsPal in the event any actions of Participant adversely affect pricing and benefits available to the other PedsPal members.

### **COMMITMENT TO THE PROGRAM**

PedsPal uses commercially reasonable efforts to negotiate agreements with third-party vendors with favorable terms and provisions. Programs in the Group Purchasing Organization portfolio that contain the more prominent savings opportunities are often those in which the most members participate through their purchases. Reductions in purchases by members under any third-party vendor contract may affect future pricing through that vendor. PedsPal does not guarantee any specific terms or conditions in any third-party vendor contract or arrangement, any specific savings or procurement outcomes, an agreement with a particular third party vendor or that any particular product or service will be offered under the PedsPal Program agreements.

### **OWN USE**

Participant acknowledges and agrees that any goods or services purchased under any Program contract with a third-party vendor are subject to own-use restrictions. These restrictions generally require that purchases may not be made for the purpose of reselling the goods or services offered under this Agreement. Pricing negotiated by PedsPal is intended for Group Purchasing Organization members only. Any actions by Participant in violation of these terms, including, but not limited to attempting to use PedsPal pricing to leverage better pricing with a competing vendor or co-op, will result in immediate exclusion of the Participant from further purchases through this group purchasing Program and immediate termination of this Agreement, in PedsPal’s sole discretion.

### **NONDISCLOSURE TO OUTSIDE PARTIES**

Participant understands and agrees that pricing and other benefits and terms contained in pricing agreements/programs with third-party vendors shall be considered confidential and not disclosed outside PedsPal membership and its vendors. This provision shall survive any termination of this Agreement.

### **HISTORICAL PURCHASING ACTIVITIES**

PedsPal may solicit and receive certain data regarding Participant’s current and historical purchasing activities. This data may come directly from Participant or directly from suppliers and third-party vendors. PedsPal may use this data to determine sourcing or negotiation strategies. Participant grants PedsPal permission to solicit and receive this information directly from suppliers and third-party vendors.

**PLEASE FAX YOUR COMPLETED FORMS TO 682-885-5860**

**DISAGREEMENT WITH VENDOR**

If any dispute pertaining to products or services offered by or purchased from any third-party vendor arises between Participant and a third-party vendor, then Participant must work directly with the applicable third-party vendor to resolve the dispute, including, but not limited to, disputes involving invoices, payments, warranty, product returns, claims, product defects, sufficiency of service, etc.

**TERMINATION/CANCELLATION**

It is AGREED that either party may terminate this Agreement at any time, with or without cause, by providing the other party at least ten (10) days' prior notice, in writing, to that effect.

**ASSOCIATED COSTS/ADMINISTRATIVE FEES**

The parties acknowledge that PedsPal incurs costs in the management and administration of the PedsPal Group Purchasing Program. PedsPal charges administrative fees to third-party vendors furnishing goods and services under the Program to Program participants. PedsPal retains these fees to cover its costs and Participant is not entitled to any portion of these administrative fees unless otherwise agreed by PedsPal and Participant. Except as provided herein, each vendor agreement provides for administrative fees that are fixed at three percent or less of the purchase price of the goods or services covered by the vendor agreement, and that with respect to vendor agreements providing for fees that are not so fixed, Participant will have access to a web-based report on PedsPal's website indicating the maximum amount of fees that PedsPal may receive from each such vendor. By law, records of administrative fees collected by PedsPal from each third-party vendor shall be disclosed at least annually to all Program participants and, upon request, to the Secretary of the United States Department of Health and Human Services.

**SAFE HARBOR COMPLIANCE**

The parties intend to conduct their relationship and activities performed under this Participation Agreement in accordance with the requirements of the group purchasing organization safe harbor and discount safe harbor to the federal Anti-Kickback Statute (42 C.F.R. § 1001.952(j)).

**ACCESS TO INFORMATION**

Participant grants PedsPal access to individual and summary sales data provided by vendors, including, but not limited to, Sanofi Pasteur and/or Merck, as applicable, to ensure participation compliance.

**EFFECTIVE DATE**

This Participation Agreement shall be effective as of the date of the last signature hereon.

**PLEASE FAX YOUR COMPLETED FORMS TO 682-885-5860**



## Letter of Commitment PedsPal Group Purchasing Program

In return for access to special pricing and payment terms afforded under the program/contract that **Henry Schein** has with Cook Children's Health Services, Inc (dba PedsPal), I/we hereby express our intention to be an active Participant in said program. I/we hereby assert that the PedsPal Group Purchasing Program is our only current group affiliation, and we intend to use and support the program/contract with the dealer/manufacturer named above.

In affirming our position as a Participant in the PedsPal Group Purchasing Program, we acknowledge that we are hereby appointing PedsPal as our agent in group purchasing matters, and expressing our desire to be represented by PedsPal in current and/or future negotiations or bidding for these and similar products.

We understand that PedsPal receives Administrative Fees in connection with our purchases from the dealer/manufacturer named, that the fees will be three percent or less of the cumulative purchase prices paid by the Participant, and that such fees are retained by PedsPal, in lieu of program participation fees being charged to the Participant by PedsPal. We further understand that, upon our written request, PedsPal will provide details on the Administrative Fees collected by PedsPal attributable to purchases made by Participant.

Name: \_\_\_\_\_  By: \_\_\_\_\_  
*Practice/Clinic (Participant)* *(Authorized Signature)*

Address: \_\_\_\_\_ Title: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-Mail: \_\_\_\_\_

\*\*\*\*\*

**\*\*NOTE: A copy of the Drug Enforcement Agency (DEA) certificate must be provided to PedsPal and submitted with this letter. Address on the DEA certificate MUST match address of practice.**

Upon completion, please fax or mail to **PedsPal**: 801 7<sup>th</sup> Avenue,  
Fort Worth, TX 76104 (Phone 682-885-7257 (PALS), Fax 682-885-5860)

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REVIEWED AND APPROVED for PedsPal pricing:

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

**MedAssets Participation Agreement form must also be filled out to receive the deep discounts with Henry Schein.**



GENERAL PORTFOLIO PARTICIPATION AGREEMENT

This General Portfolio Participation Agreement (the "Agreement") is between MedAssets Performance Management Solutions, Inc. ("MedAssets"), and the Member identified below, including all Covered Facilities as set forth on the attached Schedule(s), if any (collectively, the "Member"). For the purpose of this Agreement, MedAssets means MPMS, its parent company Vizient, Inc. ("Vizient") and Vizient's affiliates and subsidiaries, including but not limited to Vizient Supply, LLC ("Vizient Supply"). MPMS represents it has authority to bind Vizient and Vizient Supply to this Agreement and this Agreement is binding on Vizient and Vizient Supply. MedAssets and Member are each a "Party" and collectively, the "Parties". Member desires to become a member of the MedAssets group purchasing organization ("GPO") to access the GPO contracts for the procurement of supplies, services, and equipment (the "Program"). Accordingly, Member and MedAssets agree as follows:

Required Information:

Member: \_\_\_\_\_
Physician's Name (if different): \_\_\_\_\_
Street Address (including Suite # if applicable): \_\_\_\_\_
City, State, ZIP: \_\_\_\_\_ Facility Telephone #: \_\_\_\_\_
Contact Name: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Please identify your facility type (Note: Acute care facilities are not eligible for participation under this Agreement):

- Clinic HMO Home Health Hospital LTC/CSSP Non-Medical Oncology
Specialty Pharmacy Surgery Center

Please identify your facility sub-type:

- Children's Closed Door Pharmacy Corporate Office Diagnostic Center Long Term Acute Care
Multi-Specialty Psychiatric Rehab Retail School Senior Nutrition Ship To
Other \_\_\_\_\_

Check here and enter the following information if you would like to purchase Pharmacy products:

Pharmacy Distributor: \_\_\_\_\_ DEA #: \_\_\_\_\_

Check here and enter the following information if you would like to purchase Medical/Surgical products:

Medical/Surgical Distributor: \_\_\_\_\_

1. Term and Termination. This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") and expires one year therefrom (the "Initial Term"). Thereafter, the Agreement automatically renews for one-year periods on each anniversary of the Effective Date unless terminated: (i) at any time for a breach of a material term, but only after one Party gives the other Party specific written notice and 30 days to cure the alleged breach; or (ii) after the Initial Term by either Party for any reason by providing the other Party 90 days written notice. Collectively, the Initial Term and any renewal thereafter shall be the "Term". Additionally, if MedAssets reasonably believes that Member, or a Covered Facility, is purchasing products that are not for its "own use," or that Member has misrepresented its authority to bind any Covered Facility, then MedAssets may immediately terminate this Agreement, or the Covered Facility, as applicable. Any such termination is without cost or penalty, but does not excuse obligations accrued before termination and is not an exclusive remedy. MedAssets may terminate individual Covered Facilities for breach without terminating the entire Agreement.

2. Conditions to Program Access. Member binds itself and each Covered Facility, if any, to this Agreement and the terms and conditions of any GPO contract they use.

3. Designation and Scope of Agency. Member designates MPMS and its agents, including but not limited to Vizient and Vizient Supply, as Member's, and each Covered Facility's, authorized group purchasing and contracting services agent.

4. GPO Contracts. MedAssets negotiates GPO contracts for each of its group purchasing organizations from time to time and in its discretion. No terms, conditions, prices, products, or other outcomes are guaranteed. MedAssets does not interpret, prepare, manage, etc. any Direct Agreements. MedAssets has no liability to Member, or any Covered Facility, for any supplier's performance under any GPO contract, or to any supplier for Member's, or Covered Facility's, performance under a GPO contract. Member and Covered Facilities are solely responsible for deciding whether and how much to purchase through MedAssets' portfolio. MedAssets may solicit or receive data regarding Member and Covered Facilities' historical purchases in order to perform value analyses. Any analysis MedAssets provides is as-is and without warranty. Member authorizes MedAssets to collect detailed information regarding Member's and each Covered Facility's purchases made under MedAssets GPO contracts, and any other agreements between MedAssets and any supplier or vendor. In addition, Member and each Covered Facility authorize all MedAssets suppliers and vendors to disclose to MedAssets any information regarding any of Member's or a Covered Facility's planned or proposed purchases from any supplier or vendor.

5. Administrative Fees. MedAssets collects and retains administrative fees from suppliers. MedAssets must notify Member (or



relevant Covered Facility) in writing of the fees collected. These fees may (but generally do not) exceed 3%. With respect to Vendor Agreements providing for Administrative Fees that are not fixed at three percent or less of the purchase price for purchases made by Member, MedAssets or Vizient will give Member access to a secure, electronic web-based database that lists all such Administrative Fees, which database will be updated from time to time, as necessary, and is incorporated herein by reference. This clause survives so long as Member, or a Covered Facility, continues to purchase through the Program. So that MedAssets can track administrative fees, Member must provide reconcilable quarterly accounts payable, purchasing, and other relevant data detailing its and its Covered Facility's purchases through the Program upon MedAssets' request, unless Member is unable to do so. If Member is unable to provide the detailed feeds, then Member must cooperate with MedAssets' reasonable requests for information needed to confirm its internal accounting. MedAssets will report at least annually to Member, in writing, and to the Secretary of Health and Human Services on request, the amount received from each supplier or vendor with respect to purchases made by or on behalf of Member. Member and each Covered Facility understands that the discounted pricing provided under this Agreement, as well as the value of any services provided at less than full price, may be a "discount" within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) of the Social Security Act and the regulations promulgated hereunder at 42 C.F.R. Section 1001.952(h) and that Member may have an obligation to report this discount to any state or federal program which provides cost or charge-based reimbursement to Member for the items to which the discount applies.

**6. Seller Rebates.** MedAssets will forward any seller rebates received by MPMS or Vizient, respectively for Member's, or a Covered Facility's, purchases to Member or Covered Facility along with any allocation data received within 60 days of the cumulative value of such rebate(s) exceeding \$100, but in no event more frequently than on a quarterly basis. Member and Covered Facility are solely responsible for allocating and disclosing rebates as required by law.

**7. IT Services.** MedAssets makes certain technology (e.g. an electronic catalog) available from time to time, subject to Member's, or a Covered Facility's, execution of appropriate license agreements. If any license agreement is in the form of a clickwrap, then any employee's acceptance of the clickwrap binds Member, and the applicable Covered Facility, to the clickwrap terms. Member must ensure that MedAssets is notified of the departure of any employee that has a user name and password for any MedAssets technology so that MedAssets can terminate that employee's access to the technology.

**8. Confidentiality.** MedAssets and Member (including each Covered Facility) must protect, and must not disclose, each other's Confidential Information to any person or entity, for any purpose, except as permitted by this Agreement. The Parties may disclose Confidential Information if requested or required by legal process to do so. In that event, MedAssets, Member, and each Covered Facility must take reasonable steps to cooperate with each other in seeking to obtain any protective order or other assurance of confidentiality. "Confidential Information" means any information the Parties provide that is non-public, confidential, and proprietary; it also includes any information that is identified on its face as being confidential. All pricing, proposals, analyses, compilations, technical information, etc. are Confidential Information, but the following are not Confidential Information: anything that is generally available and known to the public at the time of disclosure; information available on a non-confidential basis at or before the time of the disclosure; the existence of this Agreement; information independently developed without use of Confidential Information; designation of authority documents; class-of-trade information; spend data; and any information that is aggregated or blinded or presented in such a way that it cannot reasonably be identified to Member or a Covered Facility. No press releases or other public statements about this Agreement are permitted without MedAssets and Member's mutual consent, except that MedAssets may reasonably use Member's or a Covered Facility's name and/or logo in presentations.

**9. Limitation of Warranties.** MEDASSETS MAKES NO EXPRESS OR IMPLIED WARRANTIES UNDER THIS AGREEMENT. MEDASSETS DISCLAIMS ALL WARRANTIES AS TO ANY SERVICE AND AS TO ANY PRODUCT'S FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. MEDASSETS EMPLOYS COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE PRICING, PRODUCT INFORMATION, AND OTHER INFORMATION AVAILABLE THROUGH ITS TECHNOLOGY APPLICATIONS IS CURRENT AND ACCURATE, BUT DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF IT. MEDASSETS DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO ITS APPLICATIONS AND SERVICES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. APPLICATIONS ARE "AS IS," AND USED AT THE USER'S OWN RISK. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT IS EXCLUDED AND DISCLAIMED.

**10. Taxes.** All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of MedAssets) imposed by or under the authority of any government or political subdivision thereof on the fees for products provided under this Agreement must be borne by Member and must not be considered a part of, a deduction from, or an offset against such fees.

**11. Compliance with Law.** Each Party must comply with any and all laws and regulations applicable to its performance under this Agreement. This Agreement, and any disputes relating to this Agreement, must be construed and enforced under Delaware law.

**12. Facsimile/Electronic Mail.** This Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures, or copies delivered by electronic mail in Adobe Portable Document Format or similar format. Any signature transmitted by such means for the purpose of executing this Agreement is deemed an original signature for purposes of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, constitute one and the same instrument.

**13. Entire Agreement and Amendment.** This Agreement together with all attached Schedules, if any, contains the entire understanding between the Parties hereto with respect to the subject matter of this Agreement, and supersedes all previous and contemporaneous communications, representations, or agreements between MedAssets and Member regarding the referenced subject matter including, but not limited to, any Participation Agreement or any Contracting Services Agreement between MedAssets and Member. If there is a conflict between this Agreement and any other writing or correspondence between or among MedAssets, Member, any Covered Facility, or any supplier, then the terms of this Agreement control. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.

**14. Additional Terms and Conditions.**

**14.1 Assignment.** MedAssets must not assign this Agreement without Member’s consent, except that it may freely assign it to an affiliate of MedAssets, or to MedAssets, Inc. as the parent entity, in the event of a change of control transaction or merger. Member must not assign this Agreement without MedAssets’ consent, even as part of a change of control transaction.

**14.2 Intellectual Property.** MedAssets exclusively owns any intellectual property that MedAssets develops (for instance, templates, processes, etc.), regardless of whether it permits Member or a Covered Facility to access or use the intellectual property. Member and Covered Facilities can use MedAssets intellectual property only if and as permitted by MedAssets in its discretion.

**14.3 LIMITATION OF LIABILITY. NEITHER PARTY HAS LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES. THIS LIMITATION APPLIES DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. MEDASSETS’ AGGREGATE LIABILITY TO MEMEBER AND ALL COVERED FACILITIES MUST NOT EXCEED THE AGGREGATE FEES COLLECTED UNDER THIS AGREEMENT (EXCEPT TO THE EXTENT OF ANY UNDISPUTED DUTIES TO PAY MONEY).**

**14.4. Mutual Assurances of Fair Dealing.** Each Party represents and warrants that it is legally permitted and authorized to execute and perform its duties under this Agreement. This includes an assurance that any information one provides to the other is not prohibited by any law, regulation, or any other existing contract.

**14.5 Notices.** Notices required to be given under this Agreement must be sent to the addresses below. The notice must be in writing, and sent either by email, fax, or a mail delivery service that can be tracked. Either Party may change its notice address only by sending written notification to the other Party clearly indicating the change.

**If to MedAssets:**

MedAssets Performance Management Solutions, Inc.  
250 E John Carpenter Freeway  
Irving, Texas 75062

**If to Member**

Refer to Page 1 of the Agreement

**14.6 Relationship of the Parties.** MedAssets and Member are not forming a partnership. Covered Facilities are the only third-party beneficiaries of this Agreement. Neither Party owes the other Party’s agents any payments, finders’ fees, etc. (each Party is permitted to pay its own agents pursuant to any separate contracts it may have). MedAssets does not give legal, accounting, or other professional advice to Member or any Covered Facility, and no communication or activity between MedAssets on one hand, and Member or Covered Facilities on the other, creates any attorney-client relationship, fiduciary relationship, or other special relationships or privileges. If MedAssets’ legal staff, in its discretion, chooses to communicate directly with Member’s or Covered Facility’s non-attorney personnel regarding this Agreement or MedAssets’ GPO contracts, Member consents to that communication.

**14.7 Survival.** The terms set forth in this Section 14 survive the expiration or other termination of this Agreement, regardless of the cause giving rise to the expiration or termination.

**14.8 Waiver and Severability.** The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition. If any part of this Agreement is for any reason found to be unenforceable, then the unenforceable provision is automatically reformed to conform to the law, and all other parts of this Agreement nevertheless remain enforceable. In addition, if any change in law or regulation (or its interpretation) renders any part of this Agreement impracticable, then the Parties must renegotiate in good faith the section of the Agreement that is affected by the change to ensure substantially equivalent economic results as between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the last date signed below.

**MEDASSETS PERFORMANCE MANAGEMENT SOLUTIONS, INC.**

**MEMBER**

By: \_\_\_\_\_

 By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_