



**COMMITTED PORTFOLIO
PARTICIPATION AGREEMENT**

**Cook Childrens'
Physician Network**

This Committed Portfolio Participation Agreement (the "Agreement") is between The Broadlane Group, Inc., a division of MedAssets, Inc., ("Broadlane"), MedAssets Supply Chain Systems, LLC ("SCS") (collectively, Broadlane and SCS is hereinafter be referred to as "MedAssets"), and, _____ located at _____, including all Covered Facilities as set forth on the attached Schedule, if any ("Customer"). Customer desires to become a member of the MedAssets group purchasing organization to access the GPO contracts for the procurement of supplies, services, and equipment (the "Program"). Accordingly, Customer and MedAssets agree as follows:

I. BUSINESS TERMS

- 1. Term and Termination.** This Agreement is effective the next 1st or 15th of a month after the last date signed below (the "Effective Date") and expires three years therefrom (the "Initial Term"). Thereafter, the Agreement automatically renews for one-year periods on each anniversary of the Effective Date, unless either party gives written notice of its intent to terminate not less than 90 days prior to the applicable anniversary (the "Term"). Except as stated in the remainder of this paragraph, this Agreement can only be terminated for breach of a material term, and only after one party gives the other party specific written notice and 30 days to cure the alleged breach. If MedAssets reasonably believes that Customer, or a Covered Facility, is purchasing products that are not for its "own use," or that Customer 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.** Customer 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.** Customer designates MedAssets as Customer's, and each Covered Facility's, exclusive group purchasing and contracting services agent. Customer and Covered Facilities must not knowingly enter into any new, or extend the term of any existing agreement directly between Customer, or a Covered Facility, on the one hand, and a supplier on the other, (a "Private Agreement") for any product, equipment, or service available through the Program.
- 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 Private Agreements. MedAssets has no liability to Customer, or any Covered Facility, for any supplier's performance under any GPO contract, or to any supplier for Customer's, or Covered Facility's, performance under a GPO contract. Customer and Covered Facilities are solely responsible for deciding whether and how much to purchase through MedAssets' portfolio. MedAssets may solicit or receive data regarding Customer and Covered Facilities' historical purchases in order to perform value analyses. Any analysis MedAssets provides is as-is and without warranty.
- 5. Administrative Fees.** MedAssets collects and retains administrative fees from suppliers. MedAssets must notify Customer (or relevant Covered Facility) in writing of the fees collected. These fees may (but generally do not) exceed 3%. This clause survives so long as Customer, or a Covered Facility, continues to purchase through the Program. So that MedAssets can track administrative fees, Customer 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 Customer is unable to do so. If Customer is unable to provide the detailed feeds, then Customer must cooperate with MedAssets' reasonable requests for information needed to confirm its internal accounting. MedAssets will report at least annually to Customer, in writing, and to the Secretary of Health and Human Services on request, the amount received from each vendor with respect to purchases made by or on behalf of Customer. Customer understands that the discounted pricing provided as part of the Program, as well as the value of any product provided at less than full price, including but not limited to the IT Services below in Section 7, may be regarded as 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 Customer may have an obligation to report this discount to any state or federal program which provides cost or charge-based reimbursement to Customer, as the case may be, for the items to which the discount applies.
- 6. Seller Rebates.** If MedAssets receives any seller rebates for Customer's or a Covered Facility's purchases, then MedAssets must forward the entire amount to Customer or Covered Facility along with any allocation data MedAssets receives. Customer and Covered Facility are solely responsible for allocating and disclosing rebates as required by law. MedAssets must pay any such rebate(s) within 60 days of the cumulative value of such rebate(s) exceeding \$100, but in no event more frequently than on a quarterly basis.
- 7. IT Services.** MedAssets makes certain technology (an electronic catalog) available from time to time, subject to Customer'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 Customer, and the applicable Covered Facility, to the clickwrap terms. For any Customer or Covered Facility employee that has a user name and password for any MedAssets

technology, Customer must ensure that MedAssets is notified of that employee's departure (e.g., by termination) so that MedAssets can terminate that employee's access to the technology.

8. Confidentiality. MedAssets and Customer (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, Customer, 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 Customer or a Covered Facility. No press releases or other public statements about this Agreement are permitted without MedAssets and Customer's mutual consent, except that MedAssets may reasonably use Customer'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 Customer 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. Customer and Covered Facility may be required to execute certain ancillary documents in order to participate in the Program. These forms may include an IRS Form W-9, an Access Agreement, an Own Use Assurances Form, a Group Program Designation Form, etc.) Those ancillary documents and all other attachments (if any) are incorporated into this Agreement. This Agreement supersedes all previous and contemporaneous communications, representations, or agreements between MedAssets and Customer regarding the referenced subject matter including, but not limited to, any Participation Agreement between SCS and Customer or any Contracting Services Agreement between Broadlane and Customer. If there is a conflict between this Agreement and any other writing or correspondence between or among MedAssets, Customer, any Covered Facility, or any supplier, then the terms of this Agreement control.

II. LEGAL TERMS

1. Survival. These Legal Terms survive the expiration or other termination of this Agreement, regardless of the cause giving rise to the expiration or termination.

2. 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.

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

4. LIMITATION ON 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 CLIENT AND ALL COVERED FACILITES MUST NOT EXCEED THE AGGREGATE FEES COLLECTED UNDER THIS AGREEMENT (EXCEPT TO THE EXTENT OF MEDASSETS' INTENTIONAL MISCONDUCT, AND EXCEPT TO THE EXTENT OF ANY UNDISPUTED DUTIES TO PAY MONEY).

5. Assignment. MedAssets must not assign this Agreement without Customer's consent, except that it may freely assign it to an affiliate of MedAssets, to MedAssets as the parent entity, as part of a change of control transaction or in the event of a merger of The Broadlane Group, Inc. and MedAssets Supply Chain Systems, LLC. Customer must not assign this Agreement without MedAssets' consent, even as part of a change of control transaction.

6. 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.

7. Relationship of the Parties. MedAssets and Customer 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 Customer or any Covered Facility, and no communication or activity between MedAssets on one hand, and Customer 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 Customer's or Covered Facility's non-attorney personnel regarding this Agreement or MedAssets' GPO contracts, Customer consents to that communication.

8. 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:

The Broadlane Group, Inc./MedAssets Supply Chain Systems, LLC
280 S Mount Auburn Road
Cape Girardeau, MO 63703
Attn: Membership
Fax No.: 573-332-2306

If to Customer:

Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Email: _____
Attn: _____
Fax No.: _____

Duly authorized representatives of the parties executed this Committed Portfolio Participating Agreement for group purchasing services as written below, effective the next 1st or 15th of a month after the last date signed below.

Customer and its Covered Facilities have appointed MedAssets as their exclusive group purchasing organization and group purchasing contracting services agent.

Customer authorizes MedAssets to collect detailed information regarding Customer'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, Customer and each Covered Facility authorize all MedAssets suppliers and vendors to disclose to MedAssets any information regarding any of Customer's or a Covered Facility's planned or proposed purchases from any supplier or vendor.

MedAssets may provide a copy of this page to any supplier as evidence of MedAssets' authority and agency.

MEDASSETS SUPPLY CHAIN SYSTEMS, LLC
Signing on behalf of itself and The Broadlane Group, Inc.

CUSTOMER

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____