

**New Member Information**  
**MedAssets Supply Chain Systems, Inc.**

MedAssets Member \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

HIN Number \_\_\_\_\_ DEA Number: \_\_\_\_\_

COT \_\_\_\_\_ Type: \_\_\_\_\_

Primary MS Dist. \_\_\_\_\_ Location (City/State) \_\_\_\_\_

Secondary MS Dist. \_\_\_\_\_ Location (City/State) \_\_\_\_\_

Primary Wholesaler \_\_\_\_\_ Location (City/State) \_\_\_\_\_

Primary Lab Dist. \_\_\_\_\_ Location (City/State) \_\_\_\_\_

Primary DI Dist. \_\_\_\_\_ Location (City/State) \_\_\_\_\_

Total Beds: \_\_\_\_\_ Staffed Beds: \_\_\_\_\_

**Programs:** MM  PH  LB  DI  (Indicate desired program(s))

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**THIS FORM MUST BE COPIED ON FACILITY LETTERHEAD**  
**MEDASSETS® SUPPLY CHAIN SYSTEMS, LLC GROUP PROGRAM DESIGNATION FORM**

**To: Vendors/Manufacturers/Distributors**

**From: MedAssets Supply Chain Systems, LLC Member**

This document serves as written confirmation of a primary group purchasing relationship between MedAssets Supply Chain Systems, LLC ("MedAssets") and the customer named below.

Customer acknowledges that all purchases made through MedAssets' agreements are for "Own Use" as provided in the Robinson Patman Act and the Supreme Court's ruling in Abbott Laboratories vs. Portland Retail Druggist Association, Inc.

MedAssets Member \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
DEA Number \_\_\_\_\_ HIN Number \_\_\_\_\_  
Class of Trade \_\_\_\_\_ Facility Type \_\_\_\_\_  
Primary MS Dist. \_\_\_\_\_ Location (City/State) \_\_\_\_\_  
Secondary MS Dist. \_\_\_\_\_ Location (City/State) \_\_\_\_\_  
Primary Wholesaler \_\_\_\_\_ Location (City/State) \_\_\_\_\_  
Primary LAB Dist. \_\_\_\_\_ Location (City/State) \_\_\_\_\_  
Primary F&N Dist. \_\_\_\_\_ Location (City/State) \_\_\_\_\_  
Blood Fractions Dist. \_\_\_\_\_ Location (City/State) \_\_\_\_\_

This is to advise that we, the above-named MedAssets member, desire to participate in the MedAssets program(s) indicated below, on the effective date noted:

- Materials Management Program
- Laboratory Program
- Food and Nutrition Program

- The Pharmacy Program  
DEA Number \_\_\_\_\_

**You must attach a copy of the DEA Certificate**

Effective Date \_\_\_\_\_  
**(To be completed by Membership Coordinator)**

Authorized Signature \_\_\_\_\_  
Print Name and Title \_\_\_\_\_ Date \_\_\_\_\_

Our participation in the MedAssets above-designated program(s) is with the understanding that you will remove our facility's name from our former designated group contract, indicated below:

Former Group Name \_\_\_\_\_

Comments regarding this designation \_\_\_\_\_



PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between MedAssets Supply Chain Systems, LLC ("MedAssets") located at 280 South Mount Auburn Road, Cape Girardeau, MO 63703, and

\_\_\_\_\_  
("Member").

(Name/City/State)

MedAssets provides group purchasing programs to healthcare providers and has entered into an affiliation agreement with Excel Rx GSO, LLC to market the Program to healthcare providers. Member wishes to access MedAssets' portfolio of vendor contracts (the "Program") for the procurement of supplies, services, and equipment (collectively the "Products"). Accordingly, the parties agree as follows:

**1. Term and Termination.** The effective date of this Agreement shall be the first day of the month after which MedAssets receives the fully executed Agreement (the "Effective Date"). The initial term of this Agreement is for one (1) year (the "Initial Term"), and shall be automatically renewed for successive one-year periods thereafter (collectively, the "Term"). Either party may terminate this Agreement with cause upon thirty (30) days written notice to the other party. Additionally, after the Initial Term, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

**2. Conditions to Program Access.** Member agrees to: (i) comply with the applicable terms and conditions of any vendor agreement pursuant to which it elects to make any purchase (the actual terms to be received from vendors are dependent upon Member's eligibility under such vendor's program); and, (ii) if Member elects to access the portfolio of pharmacy contracts: (a) provide its DEA number; and, (b) execute a Group Program Designation Form which certifies such purchases are for Member's "Own Use" as defined in Section 5 below.

**3. Administrative Fees.** MedAssets discloses to Member that it receives administrative fees from vendors based on purchases made by Member ("Administrative Fees"); that these Administrative Fees are not fixed at the same amount in each vendor agreement; and that the Administrative Fee paid by vendors to MedAssets is three percent (3%) or less of the purchase price of the covered goods or services.

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 vendor with respect to purchases made by or on behalf of Member. Member 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 (as defined in Section 6 below), 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 Member may have an obligation to report this discount to any state or federal program which provides cost or charge-based reimbursement to Member, as the case may be, for the items to which the discount applies.

**4. Rebates.** Rebates shall refer to any payment by a participating vendor to MedAssets based upon a reduction in price of a product or service sold through the Program identified specifically as a rebate by the vendor, and not as an Administrative Fee. MedAssets shall remit to Member one hundred percent (100%) of all Rebates received on purchases made by Member. MedAssets shall pay any such Rebate(s) within sixty (60) days of the cumulative value of such Rebate(s) exceeding one-hundred (\$100), but in no event more frequently than on a quarterly basis.

**5. Own Use.** Member represents that every purchase made by Member through any vendor agreement shall be for the Member's ultimate consumption or "Own Use", and not for resale, as defined by Abbott Labs et al v. Portland Retail Druggist Association, Inc. (425 US 1, 1976), its successor line of cases, and the Prescription Drug Marketing Act of 1987.

**6. IT Services.** MedAssets shall grant Member a personal, non-exclusive, non-assignable, and non-transferable license to access CDQuick and MedAssets' other online member services as offered from time to time by MedAssets in its' sole discretion (collectively, the "IT Services"). Member may not download, upload, copy, print, display, reproduce, publish, post, distribute, or transmit any IT Service, IT Service properties or User Information (as defined in Section 8 below) for purposes outside the scope of this Agreement. MedAssets may terminate this license at any time, with or without cause; unless otherwise specified, all other terms and conditions of this Agreement will remain in full force and effect.

**7. Confidentiality.** The parties agree to keep confidential the terms of this Agreement, the IT Services, Member purchase data, and all pricing and other terms and conditions of MedAssets' vendor agreements (collectively, "User Information"). Member shall only use the User Information in connection with Member's use of MedAssets' vendor agreements pursuant to this Agreement. Member agrees that title and ownership of the IT Services and User Information remains with MedAssets, and will limit disclosure to bona fide employees of Member on a need-to-know basis. Each party recognizes that the other party's remedy at law for breach of this Section would be inadequate, and agrees that such party shall be entitled to appropriate equitable relief, including but not limited to, injunctive relief which remedy shall be non-exclusive. MedAssets may immediately terminate this Agreement upon breach of this Section at the sole discretion of MedAssets.

**8. Limitation of Warranties.**

**8.1 Generally** - Member understands and acknowledges that MedAssets is performing a service and is not effecting a sale between the Member and any vendor. Accordingly, Member acknowledges and agrees that MedAssets makes no representation or warranty, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any of the Products. Member acknowledges and agrees that MedAssets shall have no liability whatsoever for any personal injury, property damage, or lost profits caused by, or related to, the Products. MedAssets shall in no event be liable for any general, special, incidental, consequential, punitive, or exemplary damages arising under this Agreement. In no event shall MedAssets' liability to Member for any cause whatsoever exceed Twenty-Five Thousand Dollars (\$25,000).

**8.2 IT Services** – Member acknowledges and agrees that the User Information, any IT Service, or the information presented in any IT Service are provided “as is” and with all faults whether caused by MedAssets or any third party. MedAssets expressly disclaims the warranties of title and non-infringement, and the implied warranties of merchantability and fitness for use for a particular purpose with regard to all IT Services or any information derived therefrom. Nothing contained in MedAssets' or MedAssets' affiliates' website is intended to replace the independent medical judgment of a health care professional, and they shall not be liable for any damages arising out of reliance on the information provided by the IT Services.

**9. 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) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Products provided by MedAssets under this Agreement shall be borne by Member and shall not be considered a part of, a deduction from or an offset against such fees.

**10. Compliance with Law.** The parties mutually represent that throughout the term of this Agreement their respective performance under this Agreement shall be, and shall remain, in compliance with all applicable federal, state and local laws and regulations.

**11. 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, and any signature transmitted by such means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one (1) and the same instrument.

**12. Entire Agreement and Amendment.** This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to the subject matter of this Agreement. The express terms of this Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by both parties.

The parties have executed this Agreement as of the date first written above.

**MEMBER**

**MEDASSETS SUPPLY CHAIN SYSTEMS, LLC**

\_\_\_\_\_  
Signature - Authorized Representative for Member

\_\_\_\_\_  
Signature - MedAssets Supply Chain Systems, LLC Corporate Officer

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
HIN Number

\_\_\_\_\_  
Facility Type

\_\_\_\_\_  
Total Beds or Physicians

RD \_\_\_\_\_