

## GROUP PURCHASING PARTICIPATION AGREEMENT

This Participation Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month/year) by and between Associated Purchasing Services Corporation ("APS"), and \_\_\_\_\_ (Institution").

WHEREAS, Institution wishes to become a Participant of APS, and

WHEREAS, APS is a group purchasing organization for its Participants, which includes a number of health-related institutions and their subsidiaries, as well as members of APS Affiliates, which includes community and corporate organizations, and

WHEREAS, APS, through an Agreement with MedAssets, Inc., makes available, at the option of each Participant, a portfolio of contracts and services, and

WHEREAS, it is in the best interests of Institution, APS and other APS Participants for each APS Participant to support the Group Purchasing Program (as defined below).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definition. "Group Purchasing Program" means agreements for the purchase of products or services which are bid, negotiated, approved or endorsed by APS, which may include with Institution consent, the group purchasing agreement between APS and MedAssets dated April, 2002.
2. Participation. Institution agrees to:
  - a) pay to APS all annual fees to become a Participant in the Group Purchasing Program;
  - b) purchase its organizational requirements for products and services offered under the Group Purchasing Program from the vendors and contracts made available through the Group Purchasing Program when economically and contractually feasible; and

Institution shall, during the term of this Agreement, be entitled to purchase according to the terms and conditions of the agreements included in the Group Purchasing Program. APS shall periodically cause Institution to be supplied with an up-to-date list of agreements included in the Group Purchasing Program. Unless Institution expressly agrees otherwise for a particular agreement, it is understood that Institution is not obligated to purchase any particular item or quantity of items or service which may be included in the Group Purchasing Program. Institution shall contact the supplier directly for ordering quantities, consummating sales, and establishing delivery schedules. APS will not, without the consent of the Institution, order goods or services on behalf of Institution.

3. Term. This Participation Agreement shall be in effect until either party gives written notice of intent to terminate agreement of at least 60 days.

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4. Safe Harbor. Institution acknowledges that APS contracts with MedAssets and other vendors for its Group Purchasing Program. APS hereby discloses to Institution that MedAssets and APS are funded partly by administrative fees paid to MedAssets and APS by participating contract vendors based on purchases by Participants. APS warrants to Institution that this administrative fee is not fixed at the same amount in each vendor contract, and further warrants that the administrative fee paid by the participating contract vendors to MedAssets and APS is on average, three percent (3%) or less of the purchase price of the goods or services covered by the participating contract vendors.

MedAssets and APS will report to Institution, in writing, on a basis not less frequently than annually, and to the Secretary of Health and Human Services, on request, the amount received from the vendors with respect to purchases made by or on behalf of Institution.

5. Assignment. Institution's rights and obligations under this Agreement are not assignable without the prior written consent of APS.
6. Indemnification. Each party agrees to indemnify and hold the other harmless from injuries or damages of any nature arising or resulting from their acts or omissions or those of their agents or employees, respectively, occurring in the performance of this Agreement. It is the intent of this paragraph that each party be responsible solely for injuries or damages resulting from its own conduct, as the case may be.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year recorded above.

Organization: \_\_\_\_\_

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

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

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

Type of Facility: \_\_\_\_\_

Number of Beds: \_\_\_\_\_

**ASSOCIATED PURCHASING SERVICES CORPORATION**

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

Robert T. Meling  
Senior Vice President  
Associated Purchasing Services Corporation  
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