Intalere Group Purchasing Participation Agreement
(Verizon contract only)

THIS PARTICIPATION AGREEMENT ("Agreement") is entered into as of the ___ day of _________, 20___ ("Agreement Date") by and between the undersigned facility and its related entities, as listed on Attachment A if applicable, and as amended from time to time (collectively "Member") and Intalere, Inc., a group purchasing organization ("Intalere").

Member operates a health care or other facility that purchases a variety of products and services ("Products") needed for Member's business from various suppliers and distributors ("Suppliers") of such Products; and Intalere is a national GPO with a mission focused on elevating the operational health of America's healthcare providers by designing tailored, smart solutions that deliver optimal cost, quality and clinical outcomes. Intalere enters into arrangements with numerous Suppliers to furnish Products and provide support services and access to its group purchasing programs and services (collectively, the “Programs”) to institutions or facilities who choose to affiliate with Intalere.

Intalere has negotiated a contract with Verizon Wireless for wireless voice and data services ("Verizon Wireless Contract") and Member desires to join Intalere to access said contract.

GROUP PURCHASING AGENT. Member designates Intalere as its national group purchasing agent only as it relates to the Verizon Wireless Contract. Member hereby agrees if at any time they desire to access any other portion of the Intalere Program in part or whole they will execute a full Intalere Group Purchasing Participation Agreement. As such group purchasing agent, Intalere shall not have authority to bind Member without its prior written permission, and Intalere’s duties shall be limited to negotiating prices and other terms with Suppliers. Member’s eligibility to access the Verizon Wireless Contract shall be established based on Member’s identified class of trade. Member is not obligated to make any purchase under this Agreement regarding the Verizon Wireless Contract.

MEMBER AGREES:

- To purchase Products only for Member’s own use, and to abstain from any resale, diversion, or other use of such of Products as may be prohibited by applicable law.
- To execute all additional paperwork required by Verizon Wireless to gain access to the Verizon Wireless Contract.
- Member agrees that Intalere is not liable for any denied pricing, chargeback, refusal of Suppliers to honor contract pricing, or failure of Suppliers to deliver Products in a timely fashion or of the requisite quality. Further, Member shall be responsible for verifying the accuracy of its invoices, and handling its own claims for lost and/or damaged goods.
- MEMBER ACKNOWLEDGES THAT INTALER A, NOT BEING THE MANUFACTURER, WHOLESALER OR DISTRIBUTOR OF THE PRODUCTS, MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS OFFERED BY SUPPLIERS UNDER THE TERMS OF INTALER E CONTRACTS. Therefore, Member agrees to indemnify and hold harmless Intalere upon demand from and against any and all suits, claims, damages and expenses (including but not limited to reasonable attorneys’ fees) arising out of or resulting from damage to property or injury to persons that is caused by or arises out of any of the Products purchased under Intalere’s contracts, or the use of such Products.

SAFE HARBOR NOTICE REGARDING SUPPLIER PAYMENTS TO INTALERE. Intalere hereby notifies Member that payments, not to exceed three (3) percent of all reported purchases made by or on behalf of Member under the Programs, may be made by Verizon Wireless to Intalere. Any contracts with payments above or with the potential to exceed three (3) percent of all reported purchases made by or on behalf of Member shall be identified as such on the Intalere Contract Data Sheets. All such Intalere Contract Data Sheets are incorporated herein by reference, and shall be available through your Intalere representative. Intalere will disclose in writing to Member, at least annually, and to the Secretary of the Department of Health and Human Services upon request, the amounts received by Intalere from Verizon Wireless based upon reported purchases made by or on behalf of Member.

CONFIDENTIALITY. For purposes of this Agreement, “Confidential Information” means any information exchanged from time to time during the term of this Agreement which is proprietary to or maintained in confidence by Intalere, including without limitation, the Intalere Program Materials, Supplier pricing terms and conditions, any computer software, access to any database, and any other type of information, regardless of the form in which it is stored or transmitted. Member acknowledges and agrees that it will treat all Confidential Information with the same degree of care as Member accords to its own Confidential Information, but in no case less than reasonable care. Member will not use, disseminate, or disclose to third parties any Confidential Information, without the prior written consent of Intalere, except to the extent required by law. Member acknowledges that substantial and irreparable harm would be suffered by Intalere in the event that Member should disclose any Confidential Information to any third party, including any competitor of Intalere, either during or after the term of this Agreement. Upon termination of this Agreement, Member will return to Intalere all originals and copies of the Confidential Information, retaining no copies. Intalere agrees to maintain the confidentiality of information relating to Member’s purchasing practices and financial status not available in the public domain. Such information as provided by Member shall be solely for the evaluation and enhancement of Intalere’s Products. Neither party to this Agreement shall disclose the contents of this Agreement to any third party, except as may be required by law or as necessary to carry out the terms and conditions of this Agreement, without the express written consent of the other party.
TERM & TERMINATION. The initial term of this Agreement will be for one year commencing on the date it is signed by Intalere. This Agreement will renew annually for an additional period of one year upon expiration of the initial and any subsequent renewal terms of the Agreement. Either party may cancel this Agreement after the initial term by providing ninety (90) days written notice.

COMPLIANCE WITH LAWS. Both parties agree to comply with all applicable federal, state, and local laws. To the extent Member receives discounts, rebates, sharebacks, or any other price reductions or revenues as a result of purchases made under this Agreement, Member acknowledges that it may have an obligation under federal or state law to report such discounts, rebates, sharebacks, price reductions, or revenues to federal or state healthcare programs or other payors, and agrees to comply with such laws. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri, determined without reference to conflict of laws principles.

MISCELLANEOUS. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered in person, sent via e-mail, or when mailed by certified mail, return receipt requested, addressed to the parties at their respective business addresses set forth below (or to such other business address or e-mail address as the recipient may have notified the sender in such manner). If any provision of this Agreement is found to be unlawful, invalid, or unenforceable, then the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect so long as no party is deprived of the material benefits afforded to such party under this Agreement. Member warrants that it owns each of the entities listed on the Attachment A and that it has the legal authority to enter into this Agreement on their behalf. This Agreement shall apply collectively to the entities identified above and in Attachment A of this Agreement. Member shall provide prompt written notice to Intalere of all additions and changes to Attachment A. Each signatory to this Agreement represents and warrants that he or she has all necessary capacity and authority to act for, sign on behalf of and bind the respective entity. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. This Agreement may be amended in writing signed by both Parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

MEMBER:

BY: ______________________________
   (Signature)

______________________________
   (Printed Name)

TITLE: ____________________________

E-MAIL: __________________________

DATE: ____________________________

FACILITY NAME: __________________

ADDRESS: ________________________

INTALERE, INC.:

BY: ______________________________
   (Signature)

Joe Tibbs
Vice President, Sales Operations
Joe.Tibbs@Intalere.com

DATE: ____________________________

Intalere
Two CityPlace Drive, Suite 400
St. Louis, MO 63141
Attachment A - Member and related entities as amended from time to time