

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

- | | |
|--|--------------|
| <input type="checkbox"/> Sanofi Vaccines | Acct # _____ |
| <input type="checkbox"/> Merck Vaccines | Acct # _____ |
| <input type="checkbox"/> Henry Schein Medical Supplies | Acct # _____ |
| <input type="checkbox"/> Office Depot Office Supplies | Acct # _____ |
| <input type="checkbox"/> Pfizer | Acct # _____ |

Practice/Clinic Name: _____	Specialty: _____
Address: _____	# of Providers: _____
Address 2: _____	Contact Person: _____
City: _____	Contact's Title: _____
State/Zip/Code: _____	Contact's Email: _____
Main Phone Number: _____	Contact's Ext: _____
Fax Number: _____	Date: _____

Facility Type: <input type="checkbox"/> Individual Physician <input type="checkbox"/> Clinic <input type="checkbox"/> Surgery Center
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Lead Physician Information

Provider Name	DEA Number	Medical License Number

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.



PedsPal Group Purchasing Program
801 7th 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® purchases from Merck during the REBATE PERIOD (January 1 – December 31).

The REBATE PROGRAM¹ 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 Agreement².
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 – December 31) to qualifying active members.³

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 administrative 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.

¹ PedsPal Group Purchasing Program must achieve the performance goals set forth by both Sanofi Pasteur and Merck.

² Compliance vaccines: **Sanofi Pasteur** - ActHIB®, Adacel®, Daptacel, Pentacel®, Ipol®, Menactra®

Merck - Recombivax HB®, Rotateq®, Vaqta®

³ 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 Provista)

Acct # _____

Office Depot

Acct # _____

Sanofi Pasteur

Acct # _____

Merck

Acct # _____

Pfizer

Acct # _____

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: _____

Date: _____

Ryan Champlin, Vice President

**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 to apply for a Sanofi account, or to 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 community.officedepot.com/GPOHome?id=68189246.

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)
HIB (ActHib, Pentacel)
IPV-IPOL

Tdap – Adacel
MCV4-Menactra

- 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.

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

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

- 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 to 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.

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. 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.

Henry Schein 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.

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 to Henry Schein, that the fees will be three percent or less of the cumulative purchase prices paid by the Participant. 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: _____

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.

REVIEWED AND APPROVED for PedsPal pricing:

By: _____

Date: _____

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

PROVISTA GPO PARTICIPATION AGREEMENT

This Provista GPO Participation Agreement (this "**Agreement**") is entered into this _____ day of _____, _____ (the "**Effective Date**"), by and between Provista, Inc. ("**Provista**"), a Delaware corporation, and _____ ("**Member**").

WHEREAS, Provista is a group purchasing organization that, directly and through its subsidiaries, affiliates, and designated agents (the "**Provista Parties**"), negotiates purchasing agreements ("**Provista Supplier Agreements**") with suppliers and distributors of goods and services ("**Suppliers**") for the benefit of its members;

WHEREAS Member is an organization that desires to obtain access to Provista Supplier Agreements in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Provista Supplier Agreements.

- A. Authorization. Member hereby authorizes Provista, directly and through the Provista Parties, to act as its non-exclusive group purchasing agent for purposes of negotiating and entering into Provista Supplier Agreements. Notwithstanding the foregoing, this authorization shall be contingent upon Member's proper and timely completion of any necessary enrollment forms or declaration documents. Nothing in any Provista Supplier Agreement shall, in any way, obligate Member to purchase, license or lease any goods, services, or intangible rights ("**Covered Items**") thereunder.
- B. Supplier Agreement Terms. Member acknowledges and agrees that before it may purchase through Provista Supplier Agreements, Provista may need to ensure that its Suppliers have no objection to granting Member access to Provista Supplier Agreements. Member further acknowledges and agrees that, in the event that Member purchases Covered Items pursuant to Provista Supplier Agreement, Member shall comply with any and all applicable terms and conditions set forth in such Provista Supplier Agreement.
- C. Own Use; Not For Resale. If Member is a nonprofit organization, Member represents and warrants that all goods purchased through Provista Supplier Agreements will be for Member's "own use," within the meaning of the Nonprofit Institutions Act as interpreted by the U.S. Supreme Court in Abbott Laboratories v. Portland Retail Druggist Association Inc., 425 U.S. 1 (1976), and following cases. Notwithstanding, in no event shall Member sell, resell, lease or otherwise transfer goods purchased through Provista Supplier Agreements to a third party unless expressly permitted by the terms of the applicable Provista Supplier Agreement. Any breach of the foregoing representation and warranty may result in immediate termination of this Agreement.

II. Supplier Fees and Disclosure Reports

- A. In General. Member acknowledges and agrees that, pursuant to the terms of Provista Supplier Agreements, Provista may receive fees from Suppliers ("**Supplier Fees**"), which are based upon purchases made by Member. Except as noted below, each Provista Supplier Agreement provides for Supplier Fees that are fixed at three percent or less of the purchase price of the Covered Items.
- B. Fee Database. For Supplier Fees that are not fixed at three percent or less of the purchase price of the Covered Items, Provista shall give Member (or its authorized agent or designee) access to a secure, electronic web-based database that lists all such Supplier Fees, which shall be updated by Provista or another Provista Party, from time to time, as necessary, and is incorporated herein by reference.
- C. Disclosure Report. Provista shall provide Member (or its authorized agent or designee) with, or provide Member with access to, an annual report listing Member's purchases under Provista Supplier Agreements and the associated Supplier Fees received by Provista based on such purchases.
- D. Supplier Fee Acknowledgement. Member understands and acknowledges that: (i) Member has obtained access to Provista Supplier Agreements pursuant to its affiliation with PedsPal ("**Channel Partner**"); (ii) Channel Partner will receive fees from Provista based on Member's purchase of goods and services under Provista Supplier Agreements; and (iii) on at least an annual basis, Channel Partner will disclose in writing or otherwise make available to Member the amount of annual fees received by Channel Partner based on Member's purchase of Covered Items under Provista Supplier Agreements.

III. Term and Termination

- A. Term. The initial term of this Agreement shall commence as of the Effective Date and continue for three (3) years (the "**Initial Term**"). The Initial Term shall renew automatically from year to year until terminated in accordance with the terms set forth herein
- B. Termination Without Cause. Either party may terminate this Agreement at will and without cause at any time upon one hundred eighty (180) days' prior written notice to the other party.
- C. Termination For Cause. Either party may serve written notice of material breach of this Agreement to the other party, which notice shall specify the nature of the breach. If such material breach is not cured within thirty (30) days of the notice, or such additional time as is reasonably required and agreed to by both parties to cure such material breach, the non-breaching party may terminate this Agreement upon ten (10) days written notice thereafter.
- D. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, all provisions of this Agreement that contain obligations which extend past the termination date shall survive the termination or expiration of this Agreement.

IV. Miscellaneous

- A. Confidentiality. Except as provided below, neither party shall, during the term of this Agreement and for a period of three (3) years after the expiration or termination thereof, disclose to any third party, other than its employees or agents with a need to know who have been advised of the confidentiality restrictions contained in this Agreement, or use for any purpose other than compliance with this Agreement, any of the Confidential Information of the other party. Notwithstanding anything in this Agreement to the contrary, Provista shall have the right to disclose the terms and conditions of this Agreement to Channel Partner, Suppliers with whom Provista has Supplier Agreements, and federal, state, and local governmental regulatory entities.

For purposes of this Agreement, the term "Confidential Information" includes: (i) any information which refers or relates to this Agreement, any agreements between Provista and its members, and any Supplier Agreement, including but not limited to any information relating to Supplier pricing, member data, member lists, financial analyses, benchmarking, and comparative reports of any kind prepared by the other party; (ii) any information that a party marks as "Confidential," "Proprietary" or with a similar legend prior to disclosure; (iii) any information which is orally identified as confidential at the time of disclosure and confirmed as confidential in writing within three (3) business days following such disclosure; and (iv) all information generated by a party that contains, reflects, or is derived from Confidential Information.

Confidential Information shall not include any information that is: (i) publicly available through no fault of the receiving party; (ii) received from a third party who is not under an obligation of confidentiality to the disclosing party; (iii) known by the receiving party prior to disclosure by owner; (iv) developed by the receiving party independently from the Confidential Information of the owner; or (v) required to be disclosed by law or legal process, as determined by the receiving party based on the advice of legal counsel, so long as the party uses reasonable efforts to notify the disclosing party prior to such disclosure.

The parties agree that money damages will not be a sufficient remedy for any breach of the confidentiality provisions of this Agreement. The non-breaching party shall be entitled to seek specific performance and/or injunctive relief, in addition to any other remedies available at law or in equity, upon the breach or threatened breach of this Section IV.A. of the Agreement without posting bond and without proof of actual damages.

- B. Assignment. This Agreement may not be transferred or assigned without the prior written consent of the non-assigning party; provided, however, that Provista may, without the consent of Member, assign this Agreement to a Provista Party or to the successor in interest in the event of a merger or sale of substantially all of its assets. Any attempt to assign this Agreement without the required consent shall be void.
- C. Reporting Price Reductions; Compliance with Law. Member represents, warrants and guarantees that at all times during the Term of this Agreement, Member shall comply with all applicable federal, state and local laws. To the extent Member receives discounts, rebates or any other price reductions as a result of purchases under a Provista Supplier Agreement, or any other remuneration under this Agreement or any Provista Supplier Agreement, Member may have an obligation under federal or state law to disclose such price reductions or remuneration to

federal or state health care programs or other payors, and Member agrees to comply with all such laws.

- D. Attorneys' Fees and Costs. In the event that either party resorts to legal action to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of such action so incurred, including, without limitation, reasonable attorneys' fees.
- E. Exclusion. Each party represents and warrants that it has never been, and shall never be, during the term of this Agreement, excluded from participation in any federal health care program (as such term is defined in 42 U.S.C. § 1320a-7b(f)) ("**Federal Health Care Program**"), or been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Each party represents and warrants that it has not been the subject of an actual, pending or threatened formal adverse action, as that term is defined in 42 U.S.C. § 1320a-7e(g). Each party agrees that it will notify the other party immediately in the event it is excluded from any Federal Health Care Program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, during the term of this Agreement.
- F. Limitation of Liability. Neither party shall be liable for special, incidental or consequential damages under this Agreement, even if advised of the possibility thereof. All remedies available to an aggrieved party herein under this Agreement, at law, or in equity, are cumulative and not mutually exclusive. Provista and its parent, subsidiaries, affiliates, directors, officers, agents and employees shall not be liable to Member for any act, or failure to act, in connection with any Provista Supplier Agreement (or Provista program), including, but not limited to, any failure of a Supplier to furnish the Covered Items that the Supplier has agreed to furnish under any Provista Supplier Agreement. Without limiting the generality of the foregoing, Provista hereby disclaims and excludes any express or implied representation or warranty regarding any Covered Items under any Provista Supplier Agreement (or Provista program).
- G. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the transactions contemplated hereby. This Agreement supersedes all written or oral prior agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, and no provision of this Agreement may be discharged or waived, except by a writing signed by Provista and Member. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- H. Severability. In the event any provision of this Agreement is for any reason deemed to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.
- I. Notice. Any notice required by this Agreement will be deemed to be properly given if sent by (1) certified or registered mail, return receipt requested, or (2) national courier service, such as federal express, at the addresses set forth below or at any

other address of which notice has been properly given pursuant to the provisions of this Section V.I.:

If to Provista: Provista, Inc.
250 E. John Carpenter Frwy., Ste. 120
Irving, TX 75062
Attn: General Counsel

If to Member: _____

Attn: _____

J. Governing Law. This Agreement will be construed under and governed by the laws of the State of Texas.

K. Independent Contractors. The parties to this Agreement are independent contractors and are solely responsible for the conduct of their respective employees, agents, and representative in connection with the performance of their obligations under this Agreement. Neither party will, by entering into this Agreement, become liable for any of the existing or future obligations, liabilities or debts of the other party. Nothing in this Agreement will be construed as creating a partnership or joint venture between Provista and Member.

L. Agency Authority. The person or entity signing this Agreement on behalf of Member hereby represents and warrants to Provista that it is the duly authorized agent of Member with full authority to execute this Agreement on the Member's behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective authorized representatives.

PROVISTA, INC.

("MEMBER")

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____