



Participation Agreement

THIS PARTICIPATION AGREEMENT ("Agreement") by and between the practice physician(s), including total participation of physicians and as amended from time to time (collectively "Member") and Prosurant, Inc., a group purchasing organization ("Prosurant"), shall commence on the first day of the month following execution of this Agreement by Member; ("Agreement Date").

Member operates a healthcare practice 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 Prosurant is a GPO with a mission focused on empowering independent healthcare providers by driving exceptional care. Prosurant enters into arrangements with numerous Suppliers to furnish Products and provide support services and access to its group purchasing programs (collectively, the "Programs") to institutions or facilities who choose to affiliate with Prosurant.

Membership equals total annual dues participation of all practice physicians excluding extenders.

1. GROUP PURCHASING AGENT. Prosurant may negotiate discounts with suppliers. **Member is not obligated to purchase products and supplies under this agreement but MUST maintain an active annual membership.**

2. MEMBER AGREES:

- a. to active, annual membership
- b. to purchase Products only for Member's own use, and to abstain from any resale, diversion, or other use of such Products as may be prohibited by applicable law.
- c. to execute a Prosurant contract designation form and abide by the terms and conditions of individual programs in which Member chooses to participate.
- d. to work collaboratively with Prosurant and specifically agrees not to seek or accept price reductions or other changes to the terms of the contracts negotiated by Prosurant with any Suppliers, unless Prosurant expressly consents to such changes in advance and in writing.
- e. that while Prosurant shall provide sufficient account representation for Member to ensure Supplier compliance with all contract terms and conditions, Prosurant shall not be 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.
- f. **AND ACKNOWLEDGES THAT PROSURANT, NOT BEING THE MANUFACTURER, WHOLESALE 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 PROSURANT CONTRACTS.** Therefore, Member agrees to indemnify and hold harmless Prosurant 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 Prosurant's contracts, or the use of such Products.
- g. to provide to Prosurant Member's complete purchase order data in various forms (collectively the "Data"). Member acknowledges and agrees that such Data as provided shall be used by Prosurant to perform benchmarking, categorization, enhanced analytics and for the general evaluation and enhancement of Prosurant's Programs; and may be aggregated, cleaned, and/or reconciled with all Prosurant data as enriched into a comprehensive dataset and disclosed as necessary to Prosurant Suppliers and other third parties that support Prosurant applications.

3. 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 Prosurant, including without limitation, the Prosurant 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 Prosurant, except to the extent required by law. Member acknowledges that substantial and irreparable harm would be suffered by Prosurant in the event that Member should disclose any Confidential Information to any third party, including any competitor of Prosurant, either during or after the term of this Agreement. Prosurant agrees to maintain the confidentiality of information relating to Member's Data and financial status not available in the public domain. Prosurant agrees that such third parties shall be held to the same confidentiality requirements included in this paragraph. 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.

4. TERM. The initial term of this Agreement will be for one year commencing on the date it is signed by Prosurant. 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.

5. 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 and enforced in accordance with the internal laws of the state of Pennsylvania, determined without reference to conflict of laws principles.

6. 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). 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. The parties agree that a fully executed electronic version of this Agreement shall be deemed an original for all intents and purposes.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives on and as of the day and year first above written.

Allegheny County Medical Society dba PROSURANT, INC.

**&
MEMBER**

BY: _____
(Signature)

(Printed Name)

DATE: _____

E-MAIL:

FACILITY NAME:

ADDRESS:

PHONE:



PAYMENT INFO::

Prosurant Group Purchasing Platinum \$1000 annual fee*

*Discounts may apply for cross memberships

Payment amount \$_____

Credit Card Info:

Please charge to Visa MC AmEx

Card Number

Name as it appears on card (please print)

_____/____ Exp. Date

_____ CVV#

Billing Address:

Authorized Signature

Date

Billing Contact:
Amanda Kemp

713 Ridge Ave.
Pittsburgh, PA 15212

412-321-5030