

CCPA Purchasing Partners, L.P. Group Purchasing Participation Agreement

THIS GROUP PURCHASING PARTICIPATION AGREEMENT (the "**Agreement**") is made by and between CCPA Purchasing Partners, L.P. ("**GPO**") and the health care provider executing below ("**Provider**"), and is effective as of the date last written below.

1. Participation in Group Purchasing Arrangements.

(a) By executing and submitting this Agreement to GPO, Provider authorizes GPO to act as its non-exclusive agent to arrange for the purchase of goods and services as set forth herein, and agrees to comply with and be bound by the terms and conditions of this Agreement.

(b) Provider shall have the opportunity to purchase medical supplies, pharmaceuticals and other goods or services (collectively, "**goods and services**") from vendors (each a "**Vendor**") with which GPO negotiates and enters into vendor agreements (each a "**Vendor Agreement**") on behalf of those providers participating in GPO's group purchasing arrangements (collectively, "**GPO Providers**"). Nothing in this Agreement shall (i) require Provider to participate in any specific Vendor Agreement or (ii) subject to the understanding in paragraph 1(d) below, restrict Provider's right to participate in any other group or non-group purchasing arrangement.

(c) All purchases by Provider shall be made in accordance with the terms and conditions of the applicable Vendor Agreement, and Provider's participation in any specific Vendor Agreement may be subject to prior authorization by the Vendor and/or GPO. Provider acknowledges and agrees that all ordering of goods and services, and payment therefor, will be conducted directly between Provider and the Vendor, and GPO shall have no responsibility to receive or distribute goods or services for the benefit of Provider or to make or advance payment on behalf of Provider.

(d) Provider acknowledges and agrees that certain Vendors may establish compliance requirements under which Provider, or GPO Providers collectively, may be required to meet certain minimum purchasing standards in order to receive favorable pricing or other terms. If Provider elects to participate in a Vendor Agreement subject to compliance requirements, GPO reserves the right to suspend or terminate Provider's participation in such Vendor Agreement if Provider fails to meet such compliance requirements and cannot effect a timely cure of such deficiency; provided, however, that GPO shall provide reasonable notice of non-compliance to Provider in advance of any proposed suspension or termination from a Vendor Agreement.

2. Financial Relationships.

(a) This Agreement does not require Provider to make any payment to GPO, either in the nature of membership fees or dues, or otherwise.

(b) This Agreement confers only the right to participate in GPO's group purchasing arrangements. Provider is not, pursuant to this Agreement, acquiring a limited partnership interest in the GPO, or any other ownership or voting interest in the GPO, or any option, warrant, or similar right to acquire any such interest at any future date. The participatory privileges conferred by this Agreement are not, and shall not be deemed, a "security" within the meaning of any state or federal securities laws. However, this paragraph 2(b) shall not be understood to restrict Provider's right to subsequently acquire a limited partnership interest, to the extent Provider is eligible to do so, in accordance with the terms and conditions of under which such interests are offered to eligible investors.

(c) In accordance with 42 C.F.R. §1001.952(j), Provider acknowledges and agrees that Vendors from whom goods and services are purchased by GPO Providers may pay to GPO an administrative fee, which ordinarily will not exceed three percent (3%) of the payments to such Vendors by the GPO Providers. GPO will disclose in writing to each GPO Provider, at least annually, the fee amount received from each vendor with respect to purchases made by or on behalf of such GPO Provider.

(d) By participating in GPO's group purchasing arrangements pursuant to this Agreement, Provider is not entitled to, and will not receive, any distributions of GPO's revenues, net income, or assets including revenues derived from the administrative fees described in paragraph 2(c).

3. Term and Termination.

(e) This Agreement will commence on the date of execution by both parties and will continue in effect until terminated by either party on 30 days' prior written notice to the other.

(f) Further, this Agreement will terminate automatically and without the necessity of notice in the event of either party's insolvency, death, incapacity, dissolution or cessation of operations for any reason.

(g) GPO may terminate this Agreement immediately upon notice to Provider in the event that any legislative, regulatory, or judicial action materially and adversely impairs GPO's ability to perform its obligations.

3. General Provisions.

(a) **Amendment:** GPO may amend this Agreement upon 30 days prior written notice to Provider, and such amendment shall be binding upon Provider unless Provider gives written notice of rejection to GPO within 30 days of receipt of the amendment. Notice of rejection shall constitute notice of termination of this Agreement. This Agreement otherwise may be amended only by a written instrument executed by GPO and Provider.

(b) **Assignment:** Provider's rights and obligations under this Agreement may not be assigned to any third party except with GPO's prior written consent. GPO may assign this Agreement without Provider's consent to any person that controls, is controlled by, or that is under common control with, GPO. GPO may not otherwise assign this Agreement without Provider's prior written consent. Any purported assignment contrary to the foregoing shall be void and of no effect.

(c) **Confidentiality:** The parties and their employees and representatives (each, a "Receiving Party") agree that the existence and content of this Agreement, any Vendor Agreements, and all proprietary and confidential information, specifically including (but not limited to) pricing information under Vendor Agreement ("Confidential Information") disclosed by the other ("Disclosing Party") shall be maintained in confidence and not disclosed to any third party except as may be required by law, or with the Disclosing Party's express written consent. Confidential Information shall not include information that is publicly available or otherwise available to the Receiving Party on a non-confidential basis. Violation of this provision may give rise to equitable and legal liability including, but not limited to, injunctive relief. This confidentiality provision shall survive the termination of this Agreement.

(d) **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and shall supersede any and all prior oral or written negotiations, agreements, or understanding between the parties with respect thereto.

(e) **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois without regard to conflicts of law principles thereof.

(f) **Notices:** All notices by either party to the other shall be in writing, and delivered by hand, U.S. mail, national overnight delivery service, or confirmed electronic transmission to the address set forth on the signature page to this Agreement. In the absence of contrary evidence, any such notice shall be deemed to have been received on the following business day.