

This Committed Portfolio Participation Agreement (the "Agreement") is between MedAssets Performance Management Solutions, Inc. ("MPMS" or "MedAssets"), and the Customer identified below, including all Covered Facilities as set forth on the attached Schedule(s), if any (collectively, the "Customer"). For the purpose of this Agreement, MedAssets means, MPMS, its parent company, Vizient, Inc. ("Vizient") and Vizient's affiliates and subsidiaries, including but not limited to Vizient Supply, LLC ("Vizient Supply"). MPMS represents that it has authority to bind Vizient and Vizient Supply to this Agreement and this Agreement is binding on Vizient and Vizient Supply. MedAssets and Customer are each a "Party" and collectively, the "Parties". MedAssets is a group purchasing organization which provides GPO contracts for the procurement of supplies, services and equipment (the "Program") and has entered into an affiliation agreement with Rural Health Alliance, a Minnesota corporation ("RHA") to provide the Program to healthcare providers. Customer is a member of RHA and desires to become a member of the MedAssets group purchasing organization ("GPO") to access the Program. Accordingly, Customer and MedAssets agree as follows:

**Required Information:**

**Acute Care Customer:** \_\_\_\_\_

**Signatory's Name:** \_\_\_\_\_

**Street Address (including Suite # if applicable):** \_\_\_\_\_

**City, State, ZIP:** \_\_\_\_\_ **Facility Telephone #:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Contact Email:** \_\_\_\_\_

**Check here and enter the following information if you would like to purchase Medical/Surgical products:**  
**Medical/Surgical Distributor:** \_\_\_\_\_

**1. Term and Termination.** This Agreement is effective the last date signed below (the "Effective Date") and expires three years therefrom (the "Initial Term"). Thereafter, the Agreement automatically renews for one-year periods on each anniversary of the Effective Date unless terminated: (i) at any time for a breach of a material term, but only after one Party gives the other Party specific written notice and 30 days to cure the alleged breach; or (ii) after the Initial Term by either Party for any reason by providing the other Party 90 days written notice. Collectively, the Initial Term and any renewal thereafter shall be the "Term". Additionally, if MedAssets reasonably believes that Customer, or a Covered Facility, is purchasing products that are not for its "own use," or that Customer has misrepresented its authority to bind any Covered Facility, then MedAssets may immediately terminate this Agreement, or the Covered Facility, as applicable. Any such termination is without cost or penalty, but does not excuse obligations accrued before termination and is not an exclusive remedy. MedAssets may terminate individual Covered Facilities for breach without terminating the entire Agreement.

**2. Conditions to Program Access.** Customer binds itself and each Covered Facility, if any, to this Agreement and the terms and conditions of any GPO contract they use.

**3. Designation and Scope of Agency.** Customer designates MPMS and its agents, including but not limited to Vizient and Vizient Supply as Customer's, and each Covered Facility's, exclusive group purchasing and contracting services agent. Customer and Covered Facilities must not knowingly enter into any new, or extend the term of any existing agreement directly between Customer, or a Covered Facility, on the one hand, and a supplier on the other, (a "Direct Agreement") for any product, equipment, or service available through the Program. Notwithstanding the foregoing, the parties agree that Customer may contract with Vanderbilt University Medical Center.

**4. GPO Contracts.** MedAssets negotiates GPO contracts for each of its group purchasing organizations from time to time and in its discretion. No terms, conditions, prices, products, or other outcomes are guaranteed. MedAssets does not interpret, prepare, manage, etc. any Direct Agreements. MedAssets has no liability to Customer, or any Covered Facility, for any supplier's performance under any GPO contract, or to any supplier for Customer's, or Covered Facility's, performance under a GPO contract. Customer and Covered Facilities are solely responsible for deciding whether and how much to purchase through MedAssets' portfolio. MedAssets may solicit or receive data regarding Customer and Covered Facilities' historical purchases in order to perform value analyses. Any analysis MedAssets provides is as-is and without warranty. Customer authorizes MedAssets to collect detailed information regarding Customer's and each Covered Facility's purchases made under MedAssets GPO contracts, and any other agreements between MedAssets and any supplier or vendor. In addition, Customer and each Covered

Facility authorize all MedAssets suppliers and vendors to disclose to MedAssets any information regarding any of Customer's or a Covered Facility's planned or proposed purchases from any supplier or vendor.

**5. Administrative Fees.** MedAssets discloses and Customer acknowledges that, during the Term, MedAssets, Vizient or Vizient Supply will receive Administrative Fees from Participating Suppliers based on purchases made by Customer. Customer acknowledges that, except as noted below, each Supplier Agreement provides for Administrative Fees that are fixed at three percent or less of the purchase price for purchases made by Customer. With respect to Supplier Agreements providing for Administrative Fees that are not fixed at three percent or less of the purchase price for purchases made by Customer, MedAssets or Vizient will give Customer access to a secure, electronic web-based database that lists all such Administrative Fees, which database will be updated from time to time, as necessary, and is incorporated herein by reference. This clause survives so long as Customer, or a Covered Facility, continues to purchase through the Program. So that MedAssets can track administrative fees, Customer must provide reconcilable quarterly accounts payable, purchasing, and other relevant data detailing its and its Covered Facility's purchases through the Program upon MedAssets' request, unless Customer is unable to do so. If Customer is unable to provide the detailed feeds, then Customer must cooperate with MedAssets' reasonable requests for information needed to confirm its internal accounting. MedAssets will report at least annually to Customer, in writing, and to the Secretary of Health and Human Services on request, the amount received from each supplier or vendor with respect to purchases made by or on behalf of Customer. Customer and each Covered Facility understands that the discounted pricing provided under this Agreement, as well as the value of any services provided at less than full price, may be a "discount" within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) of the Social Security Act and the regulations promulgated hereunder at 42 C.F.R. Section 1001.952(h) and that Customer may have an obligation to report this discount to any state or federal program which provides cost or charge-based reimbursement to Customer for the items to which the discount applies.

**6. Seller Rebates.** MedAssets will forward any seller rebates received by MPMS or Vizient, respectively, for Customer's, or a Covered Facility's, purchases to Customer or Covered Facility along with any allocation data received within 60 days of the cumulative value of such rebate(s) exceeding \$100, but in no event more frequently than on a quarterly basis. Customer and Covered Facility are solely responsible for allocating and disclosing rebates as required by law.

**7. IT Services.** MedAssets makes certain technology (e.g. an electronic catalog) available from time to time, subject to Customer's, or a Covered Facility's, execution of appropriate license agreements. If any license agreement is in the form of a clickwrap, then any employee's acceptance of the clickwrap binds Customer, and the applicable Covered Facility, to the clickwrap terms. Customer must ensure that MedAssets is notified of the departure of any employee that has a user name and password for any MedAssets technology so that MedAssets can terminate that employee's access to the technology.

**8. Confidentiality.** MedAssets and Customer (including each Covered Facility) must protect, and must not disclose, each other's Confidential Information to any person or entity, for any purpose, except as permitted by this Agreement. The Parties may disclose Confidential Information if requested or required by legal process to do so. In that event, MedAssets, Customer, and each Covered Facility must take reasonable steps to cooperate with each other in seeking to obtain any protective order or other assurance of confidentiality. "Confidential Information" means any information the Parties provide that is non-public, confidential, and proprietary; it also includes any information that is identified on its face as being confidential. All pricing, proposals, analyses, compilations, technical information, etc. are Confidential Information, but the following are not Confidential Information: anything that is generally available and known to the public at the time of disclosure; information available on a non-confidential basis at or before the time of the disclosure; the existence of this Agreement; information independently developed without use of Confidential Information; designation of authority documents; class-of-trade information; spend data; and any information that is aggregated or blinded or presented in such a way that it cannot reasonably be identified to Customer or a Covered Facility. No press releases or other public statements about this Agreement are permitted without MedAssets and Customer's mutual consent, except that MedAssets may reasonably use Customer's or a Covered Facility's name and/or logo in presentations.

**9. Limitation of Warranties.** MEDASSETS MAKES NO EXPRESS OR IMPLIED WARRANTIES UNDER THIS AGREEMENT. MEDASSETS DISCLAIMS ALL WARRANTIES AS TO ANY SERVICE AND AS TO ANY PRODUCT'S FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. MEDASSETS EMPLOYS COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE PRICING, PRODUCT INFORMATION, AND OTHER INFORMATION AVAILABLE THROUGH ITS TECHNOLOGY APPLICATIONS IS CURRENT AND ACCURATE, BUT DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF IT. MEDASSETS DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO ITS APPLICATIONS AND SERVICES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. APPLICATIONS ARE "AS IS," AND USED AT THE USER'S OWN RISK. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT IS EXCLUDED AND DISCLAIMED.

**10. Taxes.** All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of MedAssets) imposed by or under the authority of any government or political subdivision thereof on the fees for products provided under this Agreement must be borne by Customer and must not be considered a part of, a deduction from, or an offset against such fees.

**11. Compliance with Law.** Each Party must comply with any and all laws and regulations applicable to its performance under this Agreement. This Agreement, and any disputes relating to this Agreement, must be construed and enforced under Delaware law.

**12. Facsimile/Electronic Mail.** This Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures, or copies delivered by electronic mail in Adobe Portable Document Format or similar format. Any signature transmitted by such means for the purpose of executing this Agreement is deemed an original signature for purposes of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, constitute one and the same instrument.

**13. Entire Agreement and Amendment.** This Agreement together with all attached Schedules, if any, contains the entire understanding between the Parties hereto with respect to the subject matter of this Agreement, and supersedes all previous and contemporaneous communications, representations, or agreements between MedAssets and Customer regarding the referenced subject matter including, but not limited to, any Participation Agreement or any Contracting Services Agreement between MedAssets and Customer. If there is a conflict between this Agreement and any other writing or correspondence between or among MedAssets, Customer, any Covered Facility, or any supplier, then the terms of this Agreement control. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.

**14. Additional Terms and Conditions.**

**14.1 Assignment.** MedAssets must not assign this Agreement without Customer's consent, except that it may freely assign it to an affiliate of MedAssets, or to ITS parent entity, in the event of a change of control transaction or merger. Customer must not assign this Agreement without MedAssets' consent, even as part of a change of control transaction.

**14.2 Intellectual Property.** MedAssets exclusively owns any intellectual property that MedAssets develops (for instance, templates, processes, etc.), regardless of whether it permits Customer or a Covered Facility to access or use the intellectual property. Customer and Covered Facilities can use MedAssets intellectual property only if and as permitted by MedAssets in its discretion.

**14.3 LIMITATION OF LIABILITY. NEITHER PARTY HAS LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES. THIS LIMITATION APPLIES DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. MEDASSETS' AGGREGATE LIABILITY TO CUSTOMER AND ALL COVERED FACILITIES MUST NOT EXCEED THE AGGREGATE FEES COLLECTED UNDER THIS AGREEMENT (EXCEPT TO THE EXTENT OF ANY UNDISPUTED DUTIES TO PAY MONEY).**

**14.4. Mutual Assurances of Fair Dealing.** Each Party represents and warrants that it is legally permitted and authorized to execute and perform its duties under this Agreement. This includes an assurance that any information one provides to the other is not prohibited by any law, regulation, or any other existing contract.

**14.5 Notices.** Notices required to be given under this Agreement must be sent to the addresses below. The notice must be in writing, and sent either by email, fax, or a mail delivery service that can be tracked. Either Party may change its notice address only by sending written notification to the other Party clearly indicating the change.

**If to MedAssets:**

MedAssets Performance Management Solutions, Inc.  
290 E. John Carpenter Fwy.  
Irving, Texas 75062  
Attn: Member Contracting Team

**If to Customer:**

Refer to Page 1 of the Agreement

**14.6 Relationship of the Parties.** MedAssets and Customer are not forming a partnership. Covered Facilities are the only third-party beneficiaries of this Agreement. Neither Party owes the other Party's agents any payments, finders' fees, etc. (each Party is permitted to pay its own agents pursuant to any separate contracts it may have). MedAssets does not give legal, accounting, or other professional advice to Customer or any Covered Facility, and no communication or activity between MedAssets on one hand, and Customer or Covered Facilities on the other, creates any attorney-client relationship, fiduciary relationship, or other special relationships or privileges. If MedAssets' legal staff, in its discretion, chooses to communicate directly with Customer's or Covered Facility's non-

attorney personnel regarding this Agreement or MedAssets' GPO contracts, Customer consents to that communication.

**14.7 Survival.** The terms set forth in this Section 14 survive the expiration or other termination of this Agreement, regardless of the cause giving rise to the expiration or termination.

**14.8 Waiver and Severability.** The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition. If any part of this Agreement is for any reason found to be unenforceable, then the unenforceable provision is automatically reformed to conform to the law, and all other parts of this Agreement nevertheless remain enforceable. In addition, if any change in law or regulation (or its interpretation) renders any part of this Agreement impracticable, then the Parties must renegotiate in good faith the section of the Agreement that is affected by the change to ensure substantially equivalent economic results as between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the last date signed below.

**MEDASSETS PERFORMANCE MANAGEMENT  
SOLUTIONS, INC.**

**CUSTOMER**

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

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_