

AdvantageTrust Program Participation Agreement

This AdvantageTrust Program Participation Agreement (together with any attachments hereto, the “**Participation Agreement**”) sets forth the terms and conditions for Participant and Locations to participate in the AdvantageTrust Group Purchasing Program offered by HealthTrust Purchasing Group, L.P. (“HealthTrust”), a Delaware limited partnership with headquarters at 1100 Dr. Martin L King Jr Blvd., Suite 1100, Nashville, Tennessee 37203.

BY CLICKING ON "I AGREE", PARTICIPANT, FOR ITSELF AND ITS AFFILIATES AND LOCATIONS, AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT. THE PERSON ACCEPTING THE TERMS ATTESTS THEY ARE AUTHORIZED TO AGREE TO THE TERMS OF THIS PARTICIPATION AGREEMENT ON BEHALF OF THEIR RESPECTIVE ENTITIES. PARTICIPANT ALSO WARRANTS IT IS AUTHORIZED TO ACCEPT THE TERMS OF THIS PARTICIPATION AGREEMENT ON BEHALF OF THE LOCATIONS. CAPITALIZED TERMS NOT DEFINED SHALL HAVE THE DEFINITIONS LATER ASCRIBED TO THEM HEREIN.

1. **Incorporation: Definitions.** The above premises are incorporated into this Agreement as if set forth verbatim herein below. Capitalized terms not defined elsewhere in this Agreement shall have the following meanings:

- 1.1 “**Affiliate**” means, with respect to any specified entity, any entity that directly or indirectly controls, is controlled by or is under common control with such specified entity. An entity shall be deemed to control another entity if such first entity has the power, directly or indirectly, to direct or cause the direction of the management and policies of such other entity, whether through ownership of voting securities, by contract or otherwise, for compliance with the terms and conditions of this Agreement.
- 1.2 “**AdvantageTrust Member Portal**” means the website made available by HealthTrust for access by Participant and its Locations, currently identified as the “AdvantageTrust Member Portal”, to participate in the Program.
- 1.3 “**Agreement**” and “**Participation Agreement**” means the Terms and Conditions, including the GPOAC, attached hereto as Attachment A.
- 1.4 “**BAA**” or “**BAAs**” means a business associate agreement entered into between HealthTrust and a Supplier.
- 1.5 “**Effective Date**” means the date that Participant clicks “I AGREE” to accept the terms and conditions of this Agreement.
- 1.6 “**Eligibility Date(s)**” means the date(s) Participant and Locations will be able to start purchasing non-pharmacy and pharmacy Products and Services under the Program, as listed on the GPOAC.
- 1.7 “**GPO Affiliation Certificate**” and “**GPOAC**” means the form of the certificate set forth in Attachment A and any completed GPOAC for the Participant.
- 1.8 “**HIPAA**” means the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d.
- 1.9 “**Location**” or “**Locations**” means the Participant healthcare facilities and offices listed on Attachment A-1 of the GPOAC, including Participant itself, which will participate in the Program.
- 1.10 “**Party**” or “**Parties**” means HealthTrust and Participant individually as a Party or collectively as Parties.
- 1.11 “**Participant**” means a member of HealthTrust that has accepted the terms of this Agreement, and its Locations.
- 1.12 “**PHI**” means Protected Health Information or individually identifiable health information as defined by HIPAA.
- 1.13 “**Products and Services**” means the products and services, including distribution services, available under the Program pursuant to Supplier Contracts.
- 1.14 “**Program**” means the AdvantageTrust Group Purchasing Program conducted by HealthTrust, pursuant to which Locations are provided access to Supplier Contracts.
- 1.15 “**Supplier**” or “**Suppliers**” means the supplier of Products and Services under the Supplier Contracts.
- 1.16 “**Supplier Contracts**” means the purchasing agreements between Suppliers and HealthTrust for the purchase of Products and Services through the Program, as well as any other agreements related thereto, such as, but not limited to, BAAs, which are accessed through the AdvantageTrust Member Portal.

1.17 “Term” has meaning stated in Section 6.1.

2. **Program Access.**

2.1 **Program Access.** On the Effective Date, Participant and Locations shall be eligible to purchase Products and Services under the Program in accordance with the terms of this Agreement.

2.2 **Intent of Parties.** It is the intent of the Parties to establish a business relationship that complies with the federal anti-kickback statute set forth in 42 U.S.C. §1320a-7b(b). The Parties agree that, for the purposes of this Agreement, HealthTrust is acting as a group purchasing organization. The Parties intend to comply with the requirements of the “safe harbor” regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. §1001.952(j) and the Parties believe that this Agreement satisfies those requirements.

2.3 **Exclusivity.** Subject to the terms and conditions set forth in this Agreement, Participant designates HealthTrust to act as the exclusive independent group purchasing organization for Participant and all Locations. During the Term, neither Participant nor any of its Locations shall utilize, participate in or maintain membership in any other group purchasing organization, or utilize any group purchasing, consulting, analytics or contracting services in any other group purchasing organization.

~~2.4~~ **Authorization.** Participant, on behalf of itself and its Locations, authorizes HealthTrust, as agent to: (i) negotiate the terms of and enter into Supplier Contracts, and to cancel or modify any Supplier Contracts as it deems necessary, advisable or appropriate; (ii) receive rebates from HealthTrust Suppliers based on purchases under Supplier Contracts by Participant and Locations, for payment by HealthTrust to Participant pursuant to Section 5.4; and (iii) receive from Suppliers, distributors, and e-commerce companies, data relating to purchases of Products and Services under Supplier Contracts, as well as for products and services not purchased through Supplier Contracts, by Participant and Locations.

~~2.5~~ **Services by HealthTrust Affiliates.** Participant acknowledges that HealthTrust, its owners and HealthTrust/AdvantageTrust participants provide healthcare services. These entities may, from time to time, make proposals to, or do business with, Participant or its Affiliates. It is understood by the Parties that execution of this Agreement does not give rise to any obligation whatsoever, either express or implied, on the part of Participant or any of its Affiliates to provide any business or referrals to HealthTrust, its owners, or any HealthTrust/AdvantageTrust participant.

2.6 **No Breach of Agreement.** Participant represents and warrants that its entering into this Agreement does not constitute a default or breach by Participant of any agreement to which Participant is a party.

2.7 **No Separate Agreements.** Participant and its Locations shall not (itself or through third parties) negotiate amendments or modifications to Supplier Contracts or enter into separate agreements with Suppliers for Products and Services without the prior written approval of HealthTrust.

2.8 **Locations Divested by Participant.** Any Locations divested by Participant or its parent Affiliate, or which no longer qualify as an Affiliate of Participant, shall be removed from participation under this Agreement at the closing of such transaction.

3. **Participant Commitments.** Participant, for itself and for each of its Locations and Affiliates, agrees to the following:

3.1 **Meeting the Compliance Level.** Excluding any exceptions expressly provided in this Agreement, commencing on the first anniversary of the later Eligibility Date, and continuing for each rolling twelve (12) month period thereafter, Participant and its Locations in the aggregate shall meet or exceed the Compliance Level. “**Compliance Level**” means of all products and services purchased by Participant and Locations which are the same or comparable to Products and Services available under Supplier Contracts with a sole, dual or multi-source award status, at least eighty percent (80%) of such purchases (as measured in dollars spent by Participant and Locations in the aggregate) were made under Supplier Contracts. Notwithstanding the foregoing, purchases of products or services other than under Supplier Contracts, when necessary for patient care considerations that are not able to be met by Products and Services, shall not be included in the calculation for meeting the Compliance Level.

3.2 **AdvantageTrust Member Portal Terms.** Participant and Locations agree to comply with the terms and conditions for access and use of the AdvantageTrust Member Portal as stated on such portal.

- 3.3 Warranty of Non-exclusion. Participant represents that it and its Locations are not currently excluded, debarred, or otherwise ineligible to participate in Federal Healthcare Programs or any state healthcare program and to Participant's knowledge, is not under investigation or otherwise aware of any circumstances which may result in Participant or any of its Affiliates being excluded from participation in any Federal Healthcare Programs or any state healthcare programs. This representation shall be ongoing during the Term, and Participant shall immediately notify HealthTrust of any change in the status of the representations and warranties set forth in this Section 3.3.
- 3.4 Business Associate Agreements. HealthTrust may provide on or through the AdvantageTrust Member Portal copies of BAAs with certain Suppliers. Participant agrees it is solely responsible for determining if BAAs meet Participant's own legal and other requirements. HealthTrust does not accept, and expressly disclaims any legal, financial, or other obligation relating to Participant's reliance on: (i) the terms of any BAA; or (ii) the absence of a BAA indicating that no BAA was required. Participant is solely responsible for determining, with respect to Participant: (a) whether a BAA with a Supplier is required; and (b) the content of any such BAA is acceptable.
- 3.5 HealthTrust is Not a Business Associate. It is not the intent of this relationship to have PHI disclosed by Participant or any Location to HealthTrust or to, in any way, make HealthTrust a business associate (as defined in HIPAA) to Participant or any Location.
- 4.6 Existing Supplier Contracts. Participant shall provide HealthTrust notice of existing supplier contracts that do not permit Participant to comply with Section 3.1 with respect to one or more Locations and any one or more particular Supplier Contracts. Participant shall transition such Location or Locations to the particular Supplier Contract(s) at the first appropriate opportunity. Nothing in this Section 3.6 shall be construed to require or encourage Participant or any of its Locations to improperly terminate or breach any existing supplier contract to which Participant or any of its Locations is a party.
- 4.7 GPOAC. Participant hereby agrees to the terms and conditions of any GPOAC.
- 4.8 Compliance with Supplier Contracts: Own Use. Participant, on behalf of itself and each Location, in consideration of being granted access to the Program and the Supplier Contracts available under the Program agrees that: (1) each will comply with all terms and conditions of Supplier Contracts, including without limitation, payment terms, compliance levels, and arbitration or other dispute resolution provisions, and (2) with regard to purchases made by any Location under the Supplier Contracts, each will purchase Products and/or Services from Suppliers only for its "own use" in the provision of healthcare services.
- 4.9 Participant Updates: Authorization to Use Participant Information for Enrollment. Participant is required to update its enrollment with HealthTrust if there is a change to its contact person or relevant changes in the scope of authority of the person who accepted this Agreement on Participant's behalf. Participant understands and acknowledges that HealthTrust is authorized to rely upon and use the Participant information provided during the enrollment and any subsequent enrollment process unless Participant notifies HealthTrust of a change. Participant authorizes HealthTrust to capture and use information provided during the enrollment process to populate and execute a GPOAC, letters of commitment, Standard Incentive Program Acknowledgment Forms "SIPs" and other Supplier forms to ensure Participant is in an appropriate pricing tier based on its ability to commit and to update or change Participant's GPO affiliation. HealthTrust will not use such information to obligate Participant to make any purchases. HealthTrust will maintain a copy of any documentation it has submitted using Participant's information. Participant may opt out of this authorization or withdraw it at any time by sending a written notice to HealthTrust as set forth in Section 10.

5. HealthTrust Disclaimer, Participant Release and Indemnification.

- 4.1 HEALTHTRUST DISCLAIMER. HEALTHTRUST DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, AS TO ANY PRODUCTS AND SERVICES SOLD BY ANY SUPPLIER; AND PARTICIPANT AND ITS LOCATIONS HEREBY EXPRESSLY RELEASE HEALTHTRUST FROM ANY AND ALL LIABILITY AND CLAIMS RELATING TO THE PRODUCTS AND SERVICES, AND ANY BREACH OR ALLEGED BREACH OF WARRANTY IN CONNECTION WITH THE PRODUCTS AND SERVICES.
- 5.2 Indemnity. Participant and its Locations shall indemnify and hold HealthTrust, HealthTrust general and limited partners, and their respective Affiliates, agents, officers, directors and employees (the "Indemnitees") harmless

from and against any and all losses, liabilities, damages, costs and expenses (whatsoever, including, without limitation, reasonable attorneys' fees and litigation costs) in connection with third party claims or actions relating to acts or omissions of Participant and/or Locations which relate in any way to this Agreement or any Supplier Contract, any Products or any Services, including, without limitation, any claims resulting from a failure to pay for Products and Services purchased by Participant or any of its Locations, or from use of Products and Services.

6. GPO Fees, Rebates, and Global Sourcing Fees.

- 6.2 GPO Fees.** Participant acknowledges: (i) HealthTrust will receive from Suppliers fees for administrative and other services provided by HealthTrust related to Products and Services purchased, licensed or leased by Locations ("**GPO Fees**") during the Term; (ii) the percentage of the GPO Fees will generally be three percent (3%) or less from each Supplier if a GPO Fee is paid, but may in some cases be higher; and (iii) HealthTrust will receive GPO Fees from Suppliers that are distributors of Products in amounts that are one percent (1%) or less but resulting in an aggregate GPO Fee from both the Supplier manufacturer and the Supplier distributor that may exceed three percent (3%) of the purchase price paid by a Location, but which shall not exceed four percent (4%) of the purchase price paid by a Location.
- 6.3 The AdvantageTrust Member Portal.** HealthTrust provides on the AdvantageTrust Member Portal includes: (i) lists of HealthTrust Supplier Contracts; (ii) lists of HealthTrust Supplier Contracts where the Suppliers have agreed to pay GPO Fees of three percent (3%) or less; (iii) lists of HealthTrust Supplier Contracts with distributors listing the GPO Fee to be paid to HealthTrust by each distributor; and (iv) lists of HealthTrust Supplier Contracts where the Suppliers have agreed to pay GPO Fees to HealthTrust greater than three percent (3%), including the specific percentage of the GPO Fee or the maximum GPO Fee.
- 6.4 Disclosure of GPO Fees.** HealthTrust shall disclose to Participant on an annual basis, in writing, with respect to purchases of Products and Services by each Location, the names of the Suppliers and the specific amount of GPO Fees received from each of such Suppliers for Products and Services purchased by Locations. HealthTrust shall disclose to the Secretary of the United States Department of Health and Human Services, upon request, the amount of GPO Fees received by HealthTrust from each Supplier with respect to Products and Services which are purchased, licensed or leased by Locations. Participant agrees to disclose to each Location the applicable GPO Fee information provided to it by HealthTrust.
- 5.4 Rebates.** HealthTrust will pay to Participant any funds received from Suppliers designated as Supplier rebates based on purchases of Products and Services by Participant and its Locations. The amount of any rebate distributed to Participant (either from HealthTrust or directly from Suppliers) shall be treated as a discount to Participant's and Locations' cost for the applicable Products and Services. Participant is responsible for allocating any such rebate so received, as well as any rebate received directly from any Supplier, among its Locations and for providing all required information regarding such rebate amounts and allocations to its Locations as required by law and/or regulation applicable to buyers. It is the intent of the Parties to establish a business relationship that complies with the Medicare, and Medicaid anti-kickback statutes set forth at 42 U.S.C. §1320a-7b(b). Where a discount or other reduction in price is applicable, the Parties also intend to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. §1001.952(h). Thus, Participant will accurately report, under any state or federal program that provides cost or charge based reimbursement for the Products and Services, the net cost actually paid by Participant and/or Locations.
- 6.5 Global Products.** Participant acknowledges that HealthTrust is engaged in a program to achieve savings on products ("**Global Products**") by sourcing them internationally through coordinated arrangement with third parties. Due to the investment of HealthTrust in this program, as well as the services and clinical expertise that HealthTrust will dedicate to sourcing products globally, pricing for Global Products made available to Locations for purchase may include a fee payable to HealthTrust (a "**Global Sourcing Fee**"). While the Global Sourcing Fee is not calculated based on a specific formula related to sourcing costs, the amount of the Global Sourcing Fee will range from zero percent (0%) up to a maximum of five percent (5%) of the sourcing costs. As used in this Section, "sourcing costs" includes costs for purchasing Global Products from the manufacturer and transportation and logistics costs for delivery to the third party warehouse.
- 6.6 Audits of Suppliers.** From time to time, HealthTrust, in its sole discretion, may perform periodic audits of Suppliers for verifying their compliance with: (i) the pricing and other terms of Supplier Contracts; (ii) the amounts paid and payable by participants to Supplier under Supplier Contracts; and (iii) the GPO Fees and Rebates paid and payable

by Supplier. Participant agrees that, as fair market value compensation for HealthTrust's performance of the auditing function, HealthTrust may retain up to ten percent (10%) of the aggregate net positive sum (if any) recovered on behalf of Participant as a result of such audits of purchases during the Term (e.g., overpayments; Rebates), and will pay the applicable portion of the balance to the Participant. Participant understands and acknowledges that any portion of Rebates retained as compensation by HealthTrust will still remain subject to disclosure and allocation in full in accordance with Section 5.4. Notwithstanding the foregoing, HealthTrust shall have the right to retain the full amount of any recoveries from audits performed more than one (1) year following the termination or expiration of this Agreement, except as to any Custom Agreement that remains in effect.

7. **Term and Termination.**

- 7.5 **Term.** The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date ("Initial Term") with automatic renewals thereafter for periods of one (1) year each ("Renewal Term") unless either Party provides notice of non-renewal at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. "Term" means collectively the Initial Term and all Renewal Terms.
- 7.6 **Participant's Right to Terminate; Sole Remedy.** As its sole remedy, Participant may terminate this Agreement if HealthTrust breaches any material provision in this Agreement and fails to cure such breach within ninety (90) days from receipt of written notice thereof.
- 7.7 **Survival.** To ensure regulatory compliance and to permit Participant and its Locations to meet their contractual commitments to HealthTrust Suppliers, after expiration or termination of this Agreement, if Participant or any Location continues to purchase under any Supplier Contract, this Agreement shall remain in effect on a non-exclusive basis for so long as such purchases continue, and HealthTrust shall have the right to retain all GPO Fees received related to such purchases.
- 7.8 **No Continuing Obligations.** Upon termination of this Agreement, HealthTrust shall have no further obligations hereunder, including, without limitation, no obligation to maintain, update or advise Participant or its Locations concerning any Products or Services, except: (i) as necessary to support any continuing Custom Agreements; (ii) to receive, process and pay to Participant its allocable portion of any rebates earned prior to termination; and (iii) to provide the applicable reporting for rebates and GPO Fees with respect to Participant purchases from Suppliers made prior to termination or for any Custom Agreements that remain in effect after the date of intended termination. HealthTrust shall have no obligation to pay Participant any amounts received by HealthTrust from Suppliers more than one (1) year after termination of this Agreement based on purchases by Participant or Locations under Supplier Contracts. Participant shall remain obligated to pay for all purchases by it and the Locations made under Supplier Contracts.
- 7.9 **Termination with Cause.** HealthTrust may terminate this Agreement as to Participant or any Location on thirty (30) days' notice to Participant in the event of the following and such not being cured within thirty (30) days following notice to Participant: (i) Participant and Locations, taken as a whole, fail to meet the Compliance Level; (ii) Participant or any of its Locations fails to comply with the material terms and conditions of any of the Supplier Contracts; (iii) Participant or any Location breaches any provision of this Agreement; (iv) Participant or any Location fail to make purchases under any Supplier Contract during any one (1) year period; (v) Participant or any Location is no longer in business at the address stated in this Agreement and has failed to notify HealthTrust of any new address; or (vi) the transfer, directly or indirectly, by sale, merger or otherwise, of all or substantially all of the assets of Participant or its ultimate parent entity (or more than forty-nine percent (49%) equity interest) to an independent third party entity. In the event Participant or any Location is in breach of the exclusive group purchasing provisions in this Agreement, HealthTrust may terminate this Agreement immediately if such breach has not been cured within fifteen (15) days following Participant's and Location's receipt of written notice of such breach. The foregoing termination rights shall be in addition to the rights and remedies provided elsewhere in this Agreement, or at law or equity.
- 7.10 **Custom Agreements.** In the event this Agreement expires or is terminated without being replaced by a new participation agreement, any separate agreement or commitment entered into by Participant or any of its Locations under any Supplier Contract ("**Custom Agreement**") shall terminate concurrently with this Agreement unless such Custom Agreement: (i) expressly provides that it survives termination of this Agreement; or (ii) has a stated term related to the purchase or lease of capital equipment and does not have any automatic termination provision in the event Participant and/or Locations no longer participate in the Program.

8. Confidentiality.

- 8.5 **Confidentiality.** The terms and attachments of this Agreement, all information, documents and instruments (including, without limitation, all information regarding the pricing, rebates, discounts, shipping terms and other terms and conditions of Supplier Contracts) delivered or otherwise provided to Participant or its Locations, or any of their agents, directors, officers or employees, are confidential (hereinafter, “**Confidential Information**”). Participant and Locations shall maintain all Confidential Information in strict confidence, use Confidential Information only in connection with participation in the Program, and disclose Confidential Information only on a “need-to-know” basis to their duly authorized employees, officers, directors, representatives, accountants, attorneys and agents, subject to the below requirements regarding non-employees. In addition, HealthTrust shall maintain in confidence quantities and dollar amounts of Products and Services purchased by Participant and/or Locations, as well as any PHI HealthTrust may receive from Participant and/or Locations (it being understood by the Parties that PHI is not to be provided to HealthTrust unless a separate agreement is entered into between the Parties), subject to the provisions of Section 15, Data. No disclosure of Confidential Information shall be made by Participant or Locations to non-employed persons or third parties (“**Other Persons**”) until such Other Persons have entered into a written confidentiality agreement with HealthTrust. Notwithstanding anything herein to the contrary, any entity that functions as a group purchasing organization or is an affiliate of such an entity shall not qualify as “Other Persons”, and disclosures of Confidential Information to such entities are expressly prohibited. Participant expressly acknowledges and agrees it will not disclose any Supplier Contract pricing to any third party, even if pricing is de-identified. The confidentiality obligations in this Section 7.1 shall remain in effect for the Term and for five (5) years following the Term.
- 8.6 **Compelled Disclosures.** If a Party, or any Affiliate of a Party, is requested (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, such Party shall take all reasonable and necessary action to maintain, or cause to be maintained (and to cause any such Affiliate or Location to maintain) the confidentiality of such information and to provide prompt notice to the other Party, so that such other Party may seek an appropriate protective order or waive compliance with the above provisions. If, in the absence of a protective order or the receipt of a waiver hereunder, the entity or person who has received such a request is, nonetheless, in the reasonable written opinion of counsel, legally required to disclose such information, such entity or person may disclose such information, and no Party shall be liable, provided, that such entity or person: (i) furnishes only that portion of the information which it is legally compelled to disclose; and (ii) exercises its reasonable efforts to obtain assurance that confidential treatment will be accorded to the disclosed portion of the information. Notwithstanding the foregoing, each Party shall be permitted to disclose confidential information in any proceeding in which it is in an adversarial position to the other Party. The Parties acknowledge that certain HealthTrust Confidential Information, including but not limited to the pricing and terms of HealthTrust Supplier Contracts, constitute “trade secrets” (regardless of whether marked as such) as defined by the Uniform Trade Secrets Act and are exempt from disclosure under applicable federal and state public records disclosure laws.

9. Limitation of Liability.

Except for indemnification obligations and breach of confidentiality obligations in this Agreement, in no event will Participant, Locations, HealthTrust or any of their respective Affiliates, partners, agents, officers, directors and employees be liable to each other for any indirect, punitive, special, incidental or consequential damage each may suffer in connection with or arising out of this Agreement (including loss of profits, use, data or other economic advantage), however it arises, whether for breach of this Agreement, or in tort, even if they have been previously advised of the possibility of such damage.

10. Access to Books and Records.

Until the expiration of four (4) years after the Term (including any renewal term), HealthTrust shall make available to the Secretary of the United States Department of Health and Human Services, the United States Comptroller General, and their duly authorized representatives, in accordance with 42 C.F.R. § 420.300 et seq., this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of the services provided by HealthTrust hereunder. If HealthTrust carries out any of its duties hereunder through a subcontract worth ten thousand dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract also shall contain an access clause to permit such access by the Secretary, the Comptroller General, and their duly authorized representatives to the related organization’s books, documents and records. The Parties agree that any attorney-client, accountant-client or any other legal privilege shall not be deemed waived by virtue of the provisions of this Section 9.

11. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and sufficient if sent by registered or certified mail, postage prepaid, or by reputable express delivery service, or delivered personally. Notices shall be deemed given upon receipt and shall be addressed to each Party as set forth below or as otherwise designated by a Party:

HealthTrust:

HealthTrust Purchasing Group, L.P.
1100 Dr. Martin L King Jr Blvd., Suite 1100
Nashville, Tennessee 37203
Attn: Chief Legal Counsel
Email: CorpDLLegalNotice@Healthtrustpg.com

With a copy to:

HealthTrust Purchasing Group, L.P.
1100 Dr. Martin L King Jr Blvd., Suite 1100
Nashville, Tennessee 37203
Attn: HealthTrust Membership Legal Administrator
Email: corp.atlegal@healthtrustpg.com

Participant: see address on the GPOAC

12. Assignment.

Neither Participant, nor any Location may assign this Agreement, or any of its rights or obligations set forth herein, without the prior written consent of HealthTrust. No assignment in violation of the provisions of this Agreement shall vest any rights in any purported assignee. Participant consents to assignment by HealthTrust of its rights and obligations under this Agreement to any Affiliate of HCA Healthcare, Inc., or to a successor entity of HealthTrust as part of an internal reorganization of HealthTrust which results in HealthTrust being organized in one or more different legal entities or any other corporate form(s), whether through conversion, merger, or otherwise.

13. Entire Agreement; Amendment.

This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to participation in the AdvantageTrust Program, and supersedes all prior agreements, arrangements and understandings relating to the subject matter herein; provided however, that if Participant is currently a HealthTrust member under a separate written participation agreement currently in effect which provides access to the AdvantageTrust Program, the terms of such separate written participation agreement shall control and this Agreement shall be void and of no effect. Amendments to this Agreement may only be made by a written instrument expressly stating an intent to amend this Agreement, and which is executed by both Parties. Changes to Participant's and any Location's DEA Number, contact information, address correction and other such information that do not change the terms and conditions of this Agreement, may be completed in the HealthTrust databases without requiring any amendment to this Agreement.

14. Governing Law; Consent to Venue and Jurisdiction.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to the conflict of laws and principles. Participant and HealthTrust each expressly submits and consents to the jurisdiction of any Tennessee State Court sitting in Nashville, Tennessee or the United States District Court for the Middle District of Tennessee with respect to any legal proceedings arising out of or relating to this Agreement and waives any objection that it may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.

15. Counterparts; Methods of Execution.

This Agreement and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i)

executing and delivering the paper copy of the document; (ii) transmitting the executed paper copy of the document in “portable document format” (“**.pdf**”) or other electronically scanned format by email; or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process associated with this Agreement, and executed or adopted by a party with the intent to execute this Agreement (i.e., “electronic signature” through a process such as DocuSign®).

16. Data.

HealthTrust shall be the exclusive owner of the compilation of pricing data related to Products and Services. All purchasing transaction data (other than pricing data related to Products and Services) resulting from purchase of Products and Services by Participant and Locations shall be owned by Participant. Participant shall transmit its procurement data to HealthTrust through a data feed in a format and frequency specified by HealthTrust. Participant authorizes HealthTrust to have access to Participant’s (and Locations’) purchasing transaction data, whether through Suppliers, distributors, or any business-to-business e-commerce companies through which orders for Products and Services, as well as for products and services not purchased through Supplier Contracts, are placed by Participant and its Locations. Participant further authorizes HealthTrust to use purchasing transaction data from Participant and Locations for statistical analysis, GPO functions and other similar purposes, to provide such data to other members and third parties provided such data is de-identified and no portion of the data contains any PHI or other patient identification information or information that can be specifically traced to Participant or any of its Locations, in which case such purchasing transaction data shall not be Confidential Information.

17. Drug Enforcement Administration Registration Numbers.

Participant consents to HealthTrust providing Drug Enforcement Administration registration numbers (“**DEA Numbers**”) for itself and all Locations, to HealthTrust Suppliers, including authorized HealthTrust distributors; and to HealthTrust receiving such DEA numbers from HealthTrust Suppliers, authorized HealthTrust distributors, and any other appropriate recipients.

18. Force Majeure.

Neither Party shall be liable to the other Party for any delay or failure to perform its obligations hereunder if such delay or failure results from causes beyond its reasonable control. Such causes may include, without limitation, acts of God, fires or other catastrophes, telecommunications failures, equipment failures, power failures, labor disputes, strikes, delays in transportation, riots, war, governmental regulations, non-performance by suppliers and Suppliers, or problems experienced by HealthTrust as a result of its own, HCA Healthcare, Inc. or any other third party’s computer software or hardware failures (an “**Event of Force Majeure**”). Each party shall give the other party prompt notice of any Event of Force Majeure that may cause delay or non-performance of its obligations hereunder.

19. Name and Logos.

Participant authorizes HealthTrust to use Participant’s names and logos, as provided by Participant to HealthTrust, on HealthTrust’s proprietary website and other HealthTrust publications listing Participant among other entities that are members of HealthTrust.

Attachment A
AdvantageTrust Program Participation Agreement
Group Purchasing Organization Affiliation Certificate (“GPOAC”)

Participant Legal Name:

d/b/a:

Address:

City, State, ZIP:

Participant Contact:

Phone Number:

Email:

Effective Date:

Non-Pharmacy Eligibility Date:

Pharmacy Eligibility Date:

GPOID Number:

COID:

Class of Trade:

PARTICIPANT HAS AGREED TO THE TERMS AND CONDITIONS OF THE ADVANTAGETRUST PROGRAM PARTICIPATION AGREEMENT AND THE TERMS OF THIS GPOAC.

The “**Participant**” listed above, on behalf of itself and each Location set forth in Attachment A-1, designates HealthTrust as their sole GPO affiliation as of the Eligibility Date(s), in accordance with the terms of this GPOAC and the Participation Agreement. HealthTrust Suppliers are instructed and authorized to remove Participant and Locations from any other GPO affiliations. HealthTrust is authorized to provide copies of this GPOAC to HealthTrust Suppliers, and HealthTrust Suppliers shall be entitled to rely on the contents of this GPOAC. This GPOAC shall remain in effect until written notice is provided to Suppliers. Affiliates of Participant that are not listed as Locations shall not be eligible to participate in the Program. An amendment to this Agreement shall be required to add or delete Participant Affiliates as Locations.

Participant, on behalf of itself and each Location, in consideration of being granted access to the AdvantageTrust Group Purchasing Program and the Supplier Contracts available under the Program, has agreed to the terms and conditions of the Participation Agreement, which provides that: (i) with regard to purchases made by any Location under the Supplier Contracts, each will purchase Products and/or Services from Suppliers only for its “own use” in the provision of healthcare services; and (ii) each will comply with all terms and conditions of Supplier Contracts, including without limitation, payment terms, compliance levels, and arbitration or other dispute resolution provisions.

Additional Locations on Attachment A-1

Attachment A-1

Additional Locations

