



**Blackmaple Group, LLC
PHYSICIAN SUPPORT PROGRAM/PROFESSIONAL SERVICES
PARTICIPANT AGREEMENT**

Appointment of Blackmaple Group, LLC as Group Purchasing Agent

THIS AGREEMENT is entered into between the undersigned (“Participant”) and Blackmaple Group, LLC (“BMG”). The Agreement shall be effective as of the date of Participant’s signature, as set forth below.

1.0 **Background.** BMG serves as an affiliate to a Group Purchasing Organization (“GPO”) for health care providers, including physicians, hospitals, and other health care organizations. In this capacity, BMG seeks to make available opportunities to acquire goods and services at discounted rates to its participants. Participant wishes to access these purchasing opportunities.

2.0 **Designation of BMG as Purchasing Agent.** Participant hereby appoints BMG as a non-exclusive GPO purchasing agent of Participant to make available to Participant on a non-exclusive, voluntary basis the opportunity to acquire goods and services at discounted rates through group purchasing arrangements negotiated by BMG with suppliers and manufacturers (“Sellers”). BMG shall not have the authority to purchase any goods or services on behalf of Participant or to bind Participant to purchase any goods or services from any third party. Contracts to acquire goods or services are solely between the Participant and the Seller, and each purchase order issued by Participant to a Seller for goods and services shall constitute the Participant’s agreement to the terms, conditions, and pricing of the applicable Seller’s contract.

3.0 **Safe Harbor Compliance**

3.1 A principal purpose of this Agreement is to comply with the terms and conditions of the group purchasing organization safe harbor under the Medicare anti-kickback statute.¹ Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the arrangement to qualify for the group purchasing organization safe harbor.

3.2 By signing this Agreement, Participant: (a) authorizes BMG and its agents to act as Participant’s purchasing agent; and (b) agrees that BMG may (i) receive fees of varying amounts, either directly or indirectly, from Sellers based on Participant’s purchases under BMG group purchasing arrangements; and (ii) furnish certain administrative and promotional services to such Sellers.

¹ 42 C.F.R. § 1001.952(j).

3.3 In accordance with the provisions of the GPO safe harbor, BMG agrees that, unless it provides Participant with prior written notice, any fees to be paid by a Seller shall not exceed three percent (3%) of the total purchase price of the goods or services purchased by Participant. If the fee to be paid by a Seller is greater than three percent (3%), BMG shall send a written notice to Participant identifying the amount of the fee and the Seller prior to offering Participant access to the group purchasing arrangement. The notice shall become a part of this Agreement.

3.4 BMG agrees to disclose annually and upon request by Participant the amounts received from each Seller with respect to purchases made by or on behalf of Participant. BMG agrees to disclose the same information to the Secretary of HHS upon request or other state health care regulatory agencies if required by law or if requested to do so by Participant.

3.5 Participant acknowledges that it may be required to disclose any discounts, rebates, incentives, or other remuneration that it receives through group purchasing arrangements to federal or state health care programs or other payers. To the extent required by law, Participant agrees to properly disclose and reflect any such remuneration on its cost claimed or charges made to Medicare and Medicaid or to provide such information upon request to the Secretary of HHS or other state health care regulatory agencies.

4.0 **Limitation of Liability.** Except for willful misconduct or gross negligence, BMG, its subsidiaries and affiliates, and their directors, officers, members, agents and employees shall not be liable to Participant for any act, or failure to act, in connection with this Agreement. BMG shall not have any liability to Participant for any failure of a Seller to perform any contract with Participant, and Participant is solely liable to make any payments for goods, services, and taxes under its contracts with Sellers. In no event shall BMG be liable for incidental, indirect, special, consequential, or punitive damages. NO WARRANTIES, EXPRESS OR IMPLIED, APPLY TO BMG'S PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY WITH RESPECT TO ANY PRODUCT OR SERVICE.

5.0 **Termination Without Cause.** Either party may terminate this Agreement at will and without cause at any time upon sixty (60) days' prior written notice to the other party.

6.0 **Miscellaneous.** This Agreement is not assignable by Participant. Participant agrees to treat information that it receives from BMG related to purchasing arrangements as confidential information which may not be disclosed to third parties either during or after the term of this Agreement. Participant acknowledges that part of the program involves regular review of Participant purchasing patterns and savings opportunities, and agrees to provide BMG and related parties access to senior leadership – including C-level executives and / or Board of Directors – of no less than one hour per calendar year to review program effectiveness and further opportunity.

PARTICIPANT ACKNOWLEDGMENT

Program Participant Name

City

State

Contact Name/ Title

Email Address

Signature

Date

Federal Tax I.D. #

Letter of Participation

(BLACKMAPLE GROUP, LLC)



THIS LETTER OF PARTICIPATION ("LOP") is entered into as of the ____ day of _____, 201__ ("LOP Date") by and between the undersigned facility and its related entities, as listed on Attachment A if applicable, and as amended from time to time (collectively "Member"), and Amerinet, Inc. d/b/a Intalere, a group purchasing organization ("Intalere"); extending to Blackmaple Group, LLC ("BMG") clients, the ability to participate in the Intalere program and take advantage of additional benefits provided to BMG with the Intalere Program.

Member operates a health care 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 Intalere is a national GPO with a mission focused on elevating the operational health of America's healthcare providers by designing tailored, smart solutions that deliver optimal cost, quality and clinical outcomes. Intalere enters into arrangements with numerous Suppliers to furnish Products and provide support services and access to its group purchasing programs and services (collectively, the "Programs") to institutions or facilities who choose to affiliate with Intalere.

GROUP PURCHASING AGENT. Member designates Intalere as its national group purchasing agent, and authorizes Intalere to negotiate and enter into agreements with Suppliers in order to make Products available to Member. As such group purchasing agent, Intalere shall not have authority to bind Member without its prior written permission, and Intalere's duties shall be limited to negotiating prices and other terms with Suppliers. Member's eligibility to access specific Intalere Supplier contracts shall be established based on Member's identified class of trade. Member is not obligated to make any purchase under this LOP.

MEMBER AGREES:

- 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. Notwithstanding any contrary GPO designation stated above, should Member desire to access the Intalere Pharmacy Program, they agree to execute the Intalere Pharmacy Program Primary GPO Declaration and Own Use Form in addition to this LOP.
- To execute an Intalere contract designation form and abide by the terms and conditions of individual Programs in which Member chooses to participate.
- Member agrees to work collaboratively with Intalere and specifically agrees not to seek or accept price reductions or other changes to the terms of the contracts negotiated by Intalere with any Suppliers, unless Intalere expressly consents to such changes in advance and in writing.
- Member agrees that while Intalere shall provide sufficient account representation for Member to ensure Supplier compliance with all contract terms and conditions, Intalere 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.
- To ensure Supplier compliance with applicable contract terms, Member agrees to cooperate with Intalere upon written notice of a reasonable request to audit, by providing all relevant purchase order data and/or Supplier invoice data pertaining to purchases from Suppliers for which Member has signed a relevant designation or commitment form. Any such reviews shall be conducted during normal business hours and in a manner that, as much as reasonably possible, minimizes disruption to the business and operations of the Member. Intalere shall bear its own costs of any such audit.
- **MEMBER ACKNOWLEDGES THAT INTALERE, 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 INTALERE CONTRACTS.** Therefore, Member agrees to indemnify and hold harmless Intalere 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 Intalere's contracts, or the use of such Products.

SAFE HARBOR NOTICE REGARDING SUPPLIER PAYMENTS TO INTALERE. Intalere hereby notifies Member that payments, not to exceed three (3) percent of all reported purchases made by or on behalf of Member under the Programs, may be made by Suppliers to Intalere. Any contracts with payments above or with the potential to exceed three (3) percent of all reported purchases made by or on behalf of Member shall be identified as such on the Intalere Contract Data Sheets. All such Intalere Contract Data Sheets are incorporated herein by reference, and shall be in substantially the form set forth and accessible to Member through (a) Intalere's electronic catalog, and/or (b) Intalere's website, www.Intalere.com. Intalere will disclose in writing to Member, at least annually, and to the Secretary of the Department of Health and Human Services upon request, the amounts received by Intalere from Suppliers based upon reported purchases made by or on behalf of Member.

CONFIDENTIALITY. For purposes of this LOP, "Confidential Information" means any information exchanged from time to time during the term of this LOP which is proprietary to or maintained in confidence by Intalere, including without limitation, the Intalere 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 Intalere, except to the extent required by law. Member acknowledges that substantial and irreparable harm would be suffered by Intalere in the event that Member should disclose any Confidential Information to any third party, including any competitor of Intalere, either during or after the term of this LOP. Upon termination of this LOP, Member will return to Intalere all originals and copies of the Confidential Information, retaining no copies. Intalere agrees to maintain the confidentiality of information relating to Member's purchasing practices and financial status not available in the public domain. Such information as provided by Member shall be solely for the evaluation and enhancement of Intalere's Products. Neither party to this LOP shall disclose the contents of this LOP to any third party, except as may be required by law or as necessary to carry out the terms and conditions of this LOP, without the express written consent of the other party.

TERM & TERMINATION. The initial term of this LOP will be for one year commencing on the date it is signed by Intalere. This LOP will renew annually for an additional period of one year upon expiration of the initial and any subsequent renewal terms of the LOP. Either party may cancel this LOP by providing ninety (90) days written notice.

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 LOP, 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 LOP shall be governed by and construed and enforced in accordance with the internal laws of the state of Missouri, determined without reference to conflict of laws principles.

MISCELLANEOUS. Intalere hereby notifies Member that it has engaged BMG to act as its marketing agent to recruit new Members to Intalere. In consideration of these marketing services and the recruitment of Member, Intalere shall pay BMG a percentage of the posted gross contract administrative fees it collects from Suppliers attributable to purchases of Products made by or on behalf of Member. All notices and other communications required or permitted to be given under this LOP 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). If any provision of this LOP is found to be unlawful, invalid, or unenforceable, then the remainder of this LOP shall not be affected thereby and shall remain in full force and effect so long as no party is deprived of the material benefits afforded to such party under this LOP. Member warrants that it owns each of the entities listed on the Attachment A and that it has the legal authority to enter into this LOP on their behalf. This LOP shall apply collectively to the entities identified above and in Attachment A of this LOP. Member shall provide prompt written notice to Intalere of all additions and changes to Attachment A. Each signatory to this LOP represents and warrants that he or she has all necessary capacity and authority to act for, sign on behalf of and bind the respective entity. This LOP may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. This LOP 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 undersigned agrees to participate in the Intalere group purchasing program as outlined above.

MEMBER:

AMERINET, INC. D/B/A INTALERE:

BY: _____
(Signature)

BY: _____
(Signature)

(Printed Name)

Susanne Leasure
Director, Membership Services
sue.leasure@Intalere.com

TITLE: _____

E-MAIL: _____

DATE: _____

DATE: _____

FACILITY NAME: _____

Intalere
Two CityPlace Drive, Suite 400
St. Louis, MO 63141

ADDRESS: _____

Please return signed LOP to Intalere, to the attention of Donald Auguston
by fax to (801)478-5759; or by email to Donald.Auguston@Intalere.com;
or by mail to Intalere, Attention: Donald Auguston, 500 Commonwealth Drive, Warrendale, PA 15086

Authorization to Sign



The undersigned Member, its related entities as applicable and listed on Attachment A hereto, and as amended from time to time, (collectively "Member"), hereby certifies that it appoints its Blackmaple Group and/or Intalere representative as its agent(s) to act on its behalf solely for the limited purpose of the execution of all contract access forms, deemed reasonably necessary to inform any manufacturers, distributors or vendors, of the Member's participation in a Blackmaple Group and/or Intalere Program. Said authorization does not extend to the execution of bilateral commitments which are beyond the limited purpose described above.

This Authorization to Sign shall be effective as of the date set forth below and shall remain in full force and effect until the undersigned Member delivers written notice of its revocation at the address listed below.

The Member represents that the execution, delivery and performance of this Authorization to Sign has been duly approved by the Member, and that the person signing on behalf of the Member has the power and authority to do so.

IN WITNESS WHEREOF, this Authorization to Sign is hereby executed this ___ day of _____, 201__.

Intalere Number*: _____

Global Location Number*: _____

Member Name: _____

Address: _____

City/State/Zip: _____

*Denotes field which is optional.

MEMBER:

Signature

Printed Name

Title

Please return signed Authorization to Sign form to Intalere, to the attention of Donald Auguston by fax to (801)478-5759; or by email to Donald.Auguston@Intalere.com; or by mail to Intalere, Attention: Donald Auguston, 500 Commonwealth Drive, Warrendale, PA 15086



MEDLINE INDUSTRIES, INC., ONE MEDLINE PLACE, MUNDELEIN, IL 60060
And its wholly owned consolidating subsidiaries, MedCal Sales LLC, an Illinois corporation And
Medline Industries Holdings, L.P., a Delaware corporation

CUSTOMER ACCOUNT APPLICATION FOR PHYSICIANS OFFICE

NOTE: Please complete in its entirety and fax to (847) 837-2765.

Medline Sales Representative Name and Number _____ **Group #** _____

I. SOLD TO/OWNERSHIP INFORMATION: Identify Parent Company, controlling entity, or principle owner(s). If there are multiple owners please attach a complete list including the name, address and the percentage of ownership.

Registered Company or DBA Applying for Credit _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Name of Practice _____ # of Physicians _____ Years in Business _____

Physician Name _____ Percent Owned _____

(Please list ALL physicians in your practice. Use a separate sheet as needed.)

II. SHIP TO INFORMATION: complete if a designated shipping location exists. For multiple locations please attach a facility listing including the phone/fax information and the contact person's name. By signing this application Applicant agrees to be financially responsible for amounts due and owing to Medline for all invoices and shipments to all of the facilities provided on a facility listing.

Corporation___ Partnership___ LLC___ Limited Partnership___ Proprietorship___ Publicly Traded___ Non-Profit___

Shipping Name and Address (complete only if different than address of registered company or DBA)

III. BILL TO CUSTOMER INFORMATION: (complete if different from registered address/Invoices will be sent to this address)

Accounts Payable Phone # _____ Accounts Payable Fax # _____

Accounts Payable Contact Person: _____ Email Address: _____

IV. PAYER: (complete only if different than address of registered company or DBA/Account statements will be sent to this address)

Company Name and Address

Phone _____ Contact Person _____

***TAX EXEMPTION REQUIREMENTS:** *For Tax Exemption or Resale Status, a VALID tax exemption or resale certificate MUST be received. However; in ALL CASES, the name of the entity listed as the "SOLD TO" or selling party, must match the legal name of the entity the certificate was issued under by the state taxing authority.

Tax Exempt/Not for Profit* _____ **State Resale Number** _____

Federal ID Number _____

NOTICE: Prescription Drug and Prescription Device Licensing Requirements

Before placing an order for a prescription drug and/or prescription device, Medline is required to obtain a copy of a valid license that authorizes these purchases in your state. Examples of acceptable licenses are Facility Pharmacy License; Institutional Pharmacy License; Wholesale Drug (or Device) Distributor License (both, if your state has separate licenses for drugs/devices); and a Physician Authorization Form with a copy of the physician/medical director's license. Additionally, teaching institutions that are not required to obtain licenses in their state must provide a letter to certify Rx products are used for teaching purpose only. Failure to submit the appropriate license, or authorization, will result in deletion of Rx items from your order(s). Please note: the address on the license must match the address of your bill to and/or ship-to location. If you have questions regarding this Rx requirement, please contact our Medline Regulatory Affairs Department at 847-643-3884. Fax all licenses to 866-914-2586 or email us at licensing@medline.com.

REQUIRED – Check this box to acknowledge understanding of the above prescription drug and prescription device requirement

CHANNELS OF TRADE:

1. Do you intend to ship Medline products to a freight forwarder that, to your knowledge, will sell or ship these products outside the U.S.? Y/N
2. If the answer to question 1 is yes, please identify the countries: _____.
3. Do you intend to ship or resell Medline products outside the United States? Y/N
4. If the answer to question No. 3 is yes, please identify the countries: _____.
5. Do you intend to bid on any government contracts, and/or ship or resell Medline products to any governmental entity? Y/N
6. If the answer to question No. 5 is yes, please identify the government contracts/ent _____.
7. Do you intend to ship or resell Medline products to military facilities including, but not limited to, APO/FPO addresses outside the continental United States (CONUS) and/or Hawaii? Y/N
8. If the answer to question No. 7 is yes, please identify the facilities: _____.
9. Do you intend to sell Medline products on the internet? Y/N
10. Do you intend to resell Medline products to any third party that sells via the internet? Y/N
11. If the answer to question No. 10 is yes, please identify the third parties: _____.

TERMS: Invoices billed throughout any given calendar month are due and payable on the last day of the following month according to 30 Day End of Month payment terms. All claims for defective or damaged goods must be made within four (4) days after receipt of goods. Failure to notify Medline shall constitute acceptance of work, waiver of defect, damage or shortage. Service charges of 1 ½% per month, or as allowed by law will be assessed on all balances outstanding past specified credit terms. By signing this agreement you are authorizing Medline to send you advertisements via fax and or email. Customer consents to the jurisdiction of any state or federal court in Lake or Cook County, State of Illinois. Customer will be liable for reasonable costs and legal fees incurred by Medline Industries or any affiliate thereof to assist in the recovery of any invoices in default. The sales representative assigned to this Customer will negotiate the pricing and terms of this agreement for all orders and all such orders are placed pursuant to such negotiated terms. Any changes in these terms must be negotiated in writing with the assigned sales representative. Any requests for extended payment terms must be approved by Medline corporate Credit Department. Customer agrees product purchased from Medline will not be re-sold, distributed, exported or otherwise disposed of contrary to any relevant law or regulation, including but not limited to laws and regulations pertaining to embargoed countries and anti-boycott regulations.

BY COMPLETING AND RETURNING THIS APPLICATION TO MEDLINE, THE APPLICANT REPRESENTS THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT AND APPLICANT AGREES THAT IF ANY OF THE INFORMATION BECOMES OUTDATED OR IF APPLICANT LEARNS OF A POSSIBLE OR PENDING CHANGE IN OWNERSHIP OR MANAGEMENT OF IT OR ANY FACILITY, IT WILL IMMEDIATELY NOTIFY MEDLINE. THE APPLICANT FURTHER AGREES THIS AGREEMENT SHALL BIND APPLICANT'S HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND INURE TO THE BENEFIT OF MEDLINE.

THE UNDERSIGNED OR APPLICANT IDENTIFIED AS PROPRIETOR, OWNER, AND OR MAJORITY SHAREHOLDER, AUTHORIZES MEDLINE INDUSTRIES, INC. TO VERIFY THIS INFORMATION BY OBTAINING DATA FROM A CREDIT REPORTING AGENCY. THE UNDERSIGNED ACKNOWLEDGES THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER REPORT ON THE UNDERSIGNED BY MEDLINE INDUSTRIES, INC. FROM TIME TO TIME, AS MEDLINE INDUSTRIES, INC. MAY DEEM NECESSARY IN ITS CREDIT EVALUATION.

FOR APPLICANT:

By: _____ Signature: _____
(Print name)

Title: _____ Date: _____

NOTE: PLEASE COMPLETE THE ATTACHED BANK RELEASE AUTHORIZATION FORM FOR CREDIT LIMIT REQUESTS IN EXCESS OF \$10,000.

Authorization to Release Bank Information

Company Name(s) as it appears on the Bank Account: _____

I _____ hereby authorize _____
(Must be authorized signer for account) (Name of Bank)

to release credit information to MEDLINE INDUSTRIES, INC. for the purpose of establishing credit on this _____ day of _____, 200__. Please, release credit information, on the account type(s) requested.

Authorized Signature Here _____ Date: _____
(Person signing release form must be the **authorized** signer for the account(s), and or on signature card.)

Bank Reference Information: Main Operating Account

Bank Name: _____ Phone: _____ Fax: _____

Address: _____ City _____ ST _____ Zip _____

Bank Contact Name: _____

_____ Checking Account # _____

_____ Savings Account # _____

_____ Line(s) of Credit Account # _____

_____ Other Account # _____

Reason for Inquiry: To establish an open credit line to purchase medical supplies. Medline will contact bank for below.

THIS SECTION RESERVED FOR BANK PERSONNEL TO COMPLETE:

Date Account(s) Opened: _____

Average Checking Account Balance: _____

Other Deposit Balance: _____

NSF Checks: Yes _____ No _____ Times Year-to-Date _____

Line of Credit Available: _____ Current Balance: _____

Term Loans: _____ High Credit: _____

Months Remaining: _____ Secured: _____ Unsecured: _____

Rating: _____

Name of Bank Personnel

Date

**All information received is strictly confidential and is for Medline's use only.
If only returning this 3rd page, please fax to 847 949 3155.**