



An Affiliate of

MedAssets Supply Chain Systems, LLC

5/9/08

PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made as of the _____ day of _____, 200_____, between MedAssets Supply Chain Systems, LLC, a Delaware limited liability company ("MedAssets") located at 280 South Mount Auburn Road, Cape Girardeau, MO 63703, American Association of Homes and Services for the Aging ("AAHSA"), a New York Not-for-Profit corporation having its principal place of business at 2519 Connecticut Avenue NW, Washington DC 20008, and

_____ ("Member").

(Facility Name/City/State)

MedAssets provides group purchasing programs to healthcare providers and has entered into an affiliation agreement with the American Association of Homes and Services for the Aging to make the program available to AAHSA members.

Member wishes to access MedAssets' portfolio of vendor contracts (the "Program") for the procurement of supplies, services, and equipment (collectively, "Products"). This Participation Agreement entitles Member, through its membership in AAHSA, to participate in the MedAssets Group Purchasing Program. Enrollment entitles Member to access all pricing and benefits offered by the vendors in their contracts with MedAssets as the group purchasing organization ("GPO").

Accordingly, the parties agree as follows:

1. Term. The effective date of this Agreement shall be the date this completed and signed Participation Agreement is received by each of AAHSA and MedAssets. The initial term of this Agreement is for one (1) year ("Initial Term"), and shall be automatically renewed for successive one-year periods.

2. Termination.

2.1 Termination by AAHSA or Member. Either AAHSA or Member may terminate this Agreement without cause upon ninety (90) days prior written notice to the other parties.

2.2 Termination by MedAssets. MedAssets may terminate this Agreement without cause upon ninety (90) days prior written notice to the other parties; provided, however, that in the event AAHSA has terminated the Group Purchasing Affiliation Agreement between AAHSA and MedAssets for cause, MedAssets may only terminate this Agreement without cause upon 180 days prior written notice to each of AAHSA and Member.

2.3 Bankruptcy. This Agreement may be terminated by either party upon the bankruptcy or appointment of a receiver to take possession of all or substantially all of the assets of a party, or an assignment by a party for the benefit of creditors, or any action taken or suffered by a party under any insolvency, bankruptcy, or reorganization act, at the option of the other party.

2.4 Breach of Agreement. In the event of a material breach by one party, the nonbreaching party may provide written notice of the breach and terminate this Agreement, at any time after a reasonable opportunity to cure such breach, such opportunity not to exceed thirty (30) days; provided that if the breaching party, prior to expiration of such period has cured the breach, this Agreement shall remain in effect and the nonbreaching party shall be limited to damages and specific performance as its exclusive remedies.

2.5 Termination by AAHSA. This Agreement shall automatically terminate with respect to any Member in the event that such Member ceases to be an eligible member of AAHSA unless otherwise agreed in writing in advance by AAHSA and MedAssets. AAHSA will notify MedAssets when a Member ceases to be a member of AAHSA eligible to participate under the group purchasing organization.

3. Conditions to Program Enrollment. Member agrees to: (i) comply with the applicable terms and conditions of any vendor agreement pursuant to which it elects to make any purchase (the actual terms to be received under the Group Purchasing Program from vendors are dependent upon each Member's eligibility under the vendor's program); and, (ii) in the event that Member elects to access the Pharmacy Program to: (a) Phone Call Spring 2008

provide its DEA number; and, (b) execute a Group Program Designation Form which certifies such purchases are for Member's "Own Use". Notwithstanding the foregoing, Member is not obligated to make any purchase hereunder.

4. Administrative Fees. MedAssets and AAHSA hereby disclose to Member that, as a direct result of Member's purchases from the Program's vendors, MedAssets shall receive administrative fees from vendors based on purchases made by Member; that this administrative fee is not fixed at the same amount in each vendor agreement; and that the administrative fees paid by vendors to MedAssets shall not exceed three percent (3%) of the purchase price of the covered goods or services. A portion of such administrative fees received by MedAssets shall be distributed to AAHSA, as determined based upon the volume of group purchasing sales under the Program. If Member is a member of one of the AAHSA State Affiliates listed on Schedule A, a portion of the administrative fees received by AAHSA from MedAssets may be distributed to the Member's applicable participating AAHSA State Affiliate.

MedAssets, AAHSA, and any participating AAHSA State Affiliate will report at least annually to Member, in writing, and to the Secretary of Health and Human Services on request, the amount received from each vendor with respect to purchases made by or on behalf of Member. Member understands that the discounted pricing provided as part of the Program, as well as the value of any services provided at less than full price including but not limited to the IT Services, may be regarded as 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 Member may have an obligation to report this discount to any state or federal program which provides cost or charge-based reimbursement to Member, as the case may be, for the items to which the discount applies.

5. Own Use. Member represents that every purchase made by Member through any vendor agreement shall be for the Member's ultimate consumption or "Own Use", and not for resale, as defined by Abbott Labs v. Portland Retail Druggist Association, Inc. (425 US 1, 1976), its successor line of cases (Own Use), and the Prescription Drug Marketing Act of 1987. A copy of the Member's DEA certification must be provided if Member chooses to access the Pharmacy Program.

6. IT Services. MedAssets shall grant Member a personal, non-exclusive, non-assignable, and non-transferable license to access CDQuick and such other online member services as offered from time to time by MedAssets in its sole discretion, including, but not limited to, its members' catalog, its members only executive dashboard, and its clinical pharmacy sites (collectively, the "IT Services"). Member may not download, upload, copy, print, display, reproduce, publish, post, distribute, or transmit any IT Service, IT Service properties or User Information (as defined below) for purposes outside the scope of this Agreement. MedAssets may terminate this license at any time, with or without cause; unless otherwise specified, all other terms and conditions of this Agreement will remain in full force and effect.

7. Confidentiality. Member agrees to keep confidential the terms of this Agreement, the IT Services, and all pricing and other terms and conditions of MedAssets' vendor agreements (collectively, "User Information"). Member shall only use the User Information in connection with Member's use of MedAssets' vendor agreements pursuant to this Agreement. Member agrees that title and ownership of the User Information remains with MedAssets, and will limit disclosure to bona fide employees of Member on a need-to-know basis. Member recognizes that MedAssets' and/or AAHSA's remedy at law for breach of this Section would be inadequate, and Member agrees MedAssets and AAHSA shall each be entitled to appropriate equitable relief, including but not limited to, injunctive relief, which remedy shall be non-exclusive. MedAssets and/or AAHSA may immediately terminate this Agreement upon breach of this Section. MedAssets shall have the right to sell, market and commercialize customer usage data and create derivative products and applications therefrom provided any such usage does not disclose the source of the data or in any other way violate the confidentiality terms of this Section.

8. Limitation of Warranties.

8.1 Generally. Member understands and acknowledges that MedAssets and AAHSA are performing a service and are not affecting a sale between the Member and any vendor. Accordingly, Member acknowledges and agrees that MedAssets and AAHSA make no representation or warranty, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any of the Products. Member acknowledges and agrees that MedAssets and/or AAHSA shall have no liability whatsoever for any personal injury, property damage, or lost profits caused by, or related to, the Products. Neither MedAssets nor

AAHSA shall be liable for any general, special, incidental, consequential, punitive, or exemplary damages arising under this Agreement. In no event shall MedAssets' or AAHSA's liability to Member for any cause whatsoever exceed the lesser of the total Program Fees paid by the Member to MedAssets pursuant to this Agreement, or One Thousand Dollars (\$1,000).

8.2 IT Services. Member acknowledges and agrees that the User Information, any IT Service, or the information presented in any IT Service are provided "as is" and with all faults whether caused by MedAssets or any third party. MedAssets expressly disclaims the warranties of title and non-infringement, and the implied warranties of merchantability and fitness for use for a particular purpose with regard to all IT Services provided by MedAssets or any information derived therefrom. Nothing contained in MedAssets' or MedAssets' affiliate's website is intended to replace the independent medical judgment of a health care professional, and they shall not be liable for any damages arising out of reliance on the information provided by the IT Services.

9. 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) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Services provided by MedAssets under this Participation Agreement shall be borne by Member and shall not be considered a part of, a deduction from or an offset against such fees.

10. Compliance with Law. The parties mutually represent that throughout the term of this Agreement their respective performance under this Agreement shall be, and shall remain, in compliance with all applicable federal, state and local laws and regulations.

11. Representations and Warranties. MedAssets represents and warrants to Member and AAHSA that the execution, delivery, and performance by MedAssets, and the consummation by MedAssets of the transaction contemplated hereby, are within MedAssets' corporate powers and have been duly authorized by all necessary corporate actions on the part of MedAssets. MedAssets hereby represents and warrants that it shall comply with all laws and regulations applicable to this Agreement. MedAssets hereby represents and warrants to Member and AAHSA that this Agreement constitutes a valid and binding agreement of MedAssets, enforceable in accordance with its terms.

MEMBER

Authorized Representative for Member

Print or Type Name

Print or Type Title

Date

Street Address

Street Address City/State/Zip

Mailing Address

Mailing Address City/State/Zip

Telephone Number Fax Number

DEA Number HIN Number

Facility Type Total Beds or Physicians

AAHSA Facility ID *(If you need your facility ID#, call (800) 827-4771)*

Email Address *(AAHSA collects email addresses for periodic program updates and communications to you. We will not sell or misuse your e-mail address.)*

MEDASSETS SUPPLY CHAIN SYSTEMS, LLC

MedAssets Supply Chain Systems, LLC Corporate Officer

Print or Type Name

Print or Type Title

Date

AMERICAN ASSOCIATION OF HOMES AND SERVICES FOR THE AGING

American Association of Homes and Services for the Aging

Zachary Sikes

Print or Type Name

SVP – Technology and Business Development

Print or Type Title

Date

SCHEDULE A

AAHSA STATE AFFILIATES

Aging Services of California
Alabama Association of Homes and Services for the Aging
Arizona Association of Homes and Housing for the Aging
Association of Ohio Philanthropic Homes, Housing and Services for Aging
Colorado Association of Homes and Services for the Aging
Connecticut Association of Not-for-Profit Providers for the Aging, Inc.
Delaware Association of Homes and Services for the Aging
Florida Association of Homes and Services for the Aging (FAHSA)
Georgia Association of Homes and Services for the Aging, Inc.
Gulf States Association of Homes and Services for the Aging
Indiana Association of Homes and Services for the Aging
Iowa Association of Homes and Services for the Aging
Kansas Association of Homes and Services for the Aging
Kentucky Association of Homes and Services for the Aging
Life Services Network of Illinois
MANPHA - A Senior Service Alliance
Massachusetts Aging Services Association
MHA...An Association of Montana Health Care Providers
Michigan Association of Homes and Services for the Aging
Minnesota Health & Housing Alliance
Missouri Association of Homes for the Aging
Nebraska Association of Homes and Services for the Aging
New Jersey Association of Homes and Services for the Aging
New York Association of Homes and Services for the Aging, Inc.
North Carolina Association of Non-Profit Homes for the Aging
Northern New England Association of Homes and Services for the Aging
Oklahoma Association of Homes and Services for the Aging
Oregon Alliance of Senior and Health Services
Pennsylvania Association for Non-profit Senior Services
Quality Health Care Foundation of Wyoming
Rhode Island Association of Facilities & Services for the Aging
South Carolina Association of Non-Profit Homes for the Aging
South Dakota Association of Healthcare Organizations
Tennessee Association of Homes and Services for the Aging
Texas Association of Homes and Services for the Aging
Virginia Association of Non-Profit Homes for the Aging
Washington Association of Housing and Services for the Aging
Wisconsin Association of Homes and Services for the Aging



AAHSA Group Purchasing Enrollment Agreement

This Enrollment Agreement (the "Agreement") is entered into as of the _____ day of _____, 200_____, by and between American Association of Homes and Services for the Aging ("AAHSA"), a New York Not-for-Profit corporation having its principal place of business at 2519 Connecticut Avenue NW, Washington DC 20008, the applicable participating affiliated State Association shown on Schedule A, acting on behalf of itself and any group purchasing organization owned or operated by it (collectively, hereinafter, "State Association"), and

_____ ("Member").

(AAHSA Member Facility Name/City/State)

RECITALS

WHEREAS, AAHSA is an association of member facilities that are nonprofit providers of homes and services for the aging (the "AAHSA Member Facilities"); and

WHEREAS, AAHSA and State Association, as part of AAHSA programs designed to assist the AAHSA Member Facilities to meet the needs of the aging, each operates a group purchasing program for the benefit of its members; and

WHEREAS, AAHSA and State Association engage in a cooperative effort with each other for the group purchasing programs operated by each of them; and

WHEREAS, Member desires to participate in the group purchasing programs operated by its participating State Association and AAHSA to obtain competitive prices on items and services necessary to provide care to its residents;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Enrollment. Enrollment entitles you, the Member, to participate in Group Purchasing Organizations ("GPOs") of each of AAHSA and State Association. The AAHSA GPO may act as contracting agent for the State Association GPO. Enrollment in the GPOs of each of AAHSA and State Association entitles the Member to access all pricing and benefits offered by the vendors in their contracts with AAHSA as the GPO contracting agent, as well as to access all pricing and benefits offered by vendors in their contracts with group purchasing organizations directly affiliated with AAHSA. By submission of this Enrollment Agreement, Member hereby appoints both the State Association GPO and the AAHSA GPO to act as a purchasing agent for it.

This Enrollment Agreement does not obligate or commit the Member to purchase from any vendor.

2. Term. The effective date of this Agreement shall be the date this completed and signed Enrollment Agreement is received by each of AAHSA and State Association. The initial term of this Agreement shall be for a period of one (1) year ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive one-year periods, unless earlier terminated as provided below.

3. Termination.

3.1 Termination by AAHSA or Member. Either AAHSA or Member may terminate this Agreement without cause upon ninety (90) days prior written notice to the other parties.

3.2 Automatic Termination. This Agreement shall automatically terminate with respect to any Member in the event that such Member ceases to be an eligible member of AAHSA.

3.3 Bankruptcy. This Agreement may be terminated by either party upon the bankruptcy or appointment of a receiver to take possession of all or substantially all of the assets of a party, or an assignment by a party for

the benefit of creditors, or any action taken or suffered by a party under any insolvency, bankruptcy, or reorganization act, at the option of the other party.

- 3.4 **Breach of Agreement.** In the event of a material breach by one party, the nonbreaching party may provide written notice of the breach and terminate this Agreement, at any time after a reasonable opportunity to cure such breach, such opportunity not to exceed thirty (30) days; provided that if the breaching party, prior to expiration of such period, has cured the breach, this Agreement shall remain in effect and the nonbreaching party shall be limited to damages and specific performance as its exclusive remedies.
4. **Conditions to Program Enrollment.** Unless otherwise agreed to by AAHSA and State Association, Member represents that it is not contractually prohibited by any group purchasing/shared services organization from purchasing through the AAHSA GPO. Member agrees to abide by the terms of participation for all AAHSA group purchasing programs, services, and contracts in which it enrolls. Member agrees that no director, officer, employee, or agent of Member shall divulge contract information to vendors or barter for better prices based upon materials received through Member's participation in the AAHSA group purchasing program. Such materials contain confidential information, trade secrets, and other proprietary information. Member agrees to protect and maintain as confidential all information contained in the materials received. Member further agrees that the purchase of goods or services by Member pursuant to any vendor agreement will only be for use by Member related to its operations and patients and not for use or resale or distribution to any other person.
5. **Administrative Fees.** AAHSA and State Association hereby disclose to Member that, as a direct result of Member's purchases from the group purchasing program's vendors, AAHSA shall receive administrative fees from vendors based on purchases made by Member; that this administrative fee is not fixed at the same amount in each vendor agreement; and that the administrative fees paid by vendors to AAHSA shall not exceed three percent (3%) of the purchase price of the covered goods or services. A portion of such administrative fees received by AAHSA may be distributed to the Member's participating State Association.

AAHSA and State Association will report at least annually to Member, in writing, and to the Secretary of Health and Human Services on request, the amount received from each vendor with respect to purchases made by or on behalf of Member. Member understands that the discounted pricing provided as part of the group purchasing program, as well as the value of any services provided at less than full price, may be regarded as 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 thereunder at 42 C.F.R. Section 1001.952(h) and that Member may have an obligation to report this discount to any state or federal program which provides cost or charge-based reimbursement to Member, as the case may be, for the items to which the discount applies.

6. **Representations and Warranties.** Each party to this Agreement hereby represents and warrants to the other parties that the execution, delivery, and performance of this Agreement by such party, and the consummation by such party of the transaction contemplated hereby, are within such party's corporate powers and have been duly authorized by all necessary corporate actions on the part of each such party. Each party hereby represents and warrants to the other parties that this Agreement constitutes a valid and binding agreement of such party, enforceable in accordance with its terms.
7. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder by Member shall be valid without the specific written consent of AAHSA. AAHSA may assign this agreement to any successor or affiliate entity, including but not limited to an entity related to, or created by, AAHSA through merger, affiliation, asset acquisition, or similar transaction.
8. **Status of the Parties.** Nothing in this Agreement shall be construed to make the parties to this Agreement partners or members of a joint venture relationship, or to create a trust or partnership on or with regard to any of the parties. Each party shall be responsible for its own obligations and liabilities as provided herein. No party shall be under the control of or shall be deemed to control the other. Except as stated above, no party shall be the agent or representative of the other party or have a right or power to bind the other party without such party's express written consent. The parties shall be in the relationship of independent contractors.

9. **Disclaimers and Limitation of Warranties.** Member understands and acknowledges that AAHSA and the AAHSA State Associations are performing a service and are not affecting a sale between Member and any vendor. Accordingly, Member acknowledges and agrees that AAHSA and the AAHSA State Associations, and the directors, officers, agents, and employees of each of them shall not be liable to Member for any act, or failure to act, in connection with a vendor. AAHSA and the AAHSA State Associations make no representation or warranty, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any goods or services which may be the subject of vendor agreements entered into under the terms of this Agreement. AAHSA and State Affiliate shall not have any liability to Member for any failure of a vendor to deliver goods or perform services which vendor has agreed to provide in any such vendor Agreement.

In order to assure that the participating AAHSA vendors correctly price your orders, **please identify yourself as an AAHSA Group Purchasing Program participant and provide your AAHSA ID# when placing all orders.**

Member Organization: _____

GP Contact Name: _____

Street Address: _____

Mailing Address: _____

City/State/Zip: _____

Phone () _____ Fax () _____

E-mail _____

AAHSA collects email addresses for periodic program updates and communications to you. We will not sell or misuse your e-mail address.

Please FAX to (202) 220-0059 No Cover Sheet Required

Member affirms its association and affiliation with each of the AAHSA and State Association GPOs and desires the option to purchase from the Program's vendors accessing the GPO contracts. In addition, Member wishes to access any future contracts that AAHSA group purchasing may enter into as long as the Member remains enrolled in the Program.

Authorized Contact: _____ Authorized Signature: _____
(Please Print)

Date: _____ Title: _____ AAHSA Facility ID# _____
If you need your facility ID#, call (800) 827-4771

Enrollment accepted by AAHSA on this the _____ day of _____

By State Association: _____ Title: _____

By AAHSA: _____ Title: _____

A fully executed copy of this Enrollment Agreement will be faxed to your fax number listed above

SCHEDULE A

AAHSA AFFILIATED STATE ASSOCIATIONS

Aging Services of California
Alabama Association of Homes and Services for the Aging
Arizona Association of Homes and Housing for the Aging
Association of Ohio Philanthropic Homes, Housing and Services for Aging
Colorado Association of Homes and Services for the Aging
Connecticut Association of Not-for-Profit Providers for the Aging, Inc.
Delaware Association of Homes and Services for the Aging
Florida Association of Homes and Services for the Aging (FAHSA)
Georgia Association of Homes and Services for the Aging, Inc.
Gulf States Association of Homes and Services for the Aging
Indiana Association of Homes and Services for the Aging
Iowa Association of Homes and Services for the Aging
Kansas Association of Homes and Services for the Aging
Kentucky Association of Homes and Services for the Aging
Life Services Network of Illinois
MANPHA - A Senior Service Alliance
Massachusetts Aging Services Association
MHA...An Association of Montana Health Care Providers
Michigan Association of Homes and Services for the Aging
Minnesota Health & Housing Alliance
Missouri Association of Homes for the Aging
Nebraska Association of Homes and Services for the Aging
New Jersey Association of Homes and Services for the Aging
New York Association of Homes and Services for the Aging, Inc.
North Carolina Association of Non-Profit Homes for the Aging
Northern New England Association of Homes and Services for the Aging
Oklahoma Association of Homes and Services for the Aging
Oregon Alliance of Senior and Health Services
Pennsylvania Association for Non-profit Senior Services
Quality Health Care Foundation of Wyoming
Rhode Island Association of Facilities & Services for the Aging
South Carolina Association of Non-Profit Homes for the Aging
South Dakota Association of Healthcare Organizations
Tennessee Association of Homes and Services for the Aging
Texas Association of Homes and Services for the Aging
Virginia Association of Non-Profit Homes for the Aging
Washington Association of Housing and Services for the Aging
Wisconsin Association of Homes and Services for the Aging