

Customer Name  
Customer Address

Date Signed

Manufacturer and GPO Community:

Customer Name has elected to declare Vizient/Provista as our primary group purchasing organization (GPO) as of today. In addition, Customer Name would like to be removed from our current buying group and placed under Savings Squared Medical and make this change effective immediately. Please allow Savings Squared Medical to implement and manage our GPO contracts.

This entitles Customer Name, and its sites, to all pricing and terms available under Vizient contracts. Thank you for your support.

Sincerely,

Authorized Signature \_\_\_\_\_

Authorized Name

Title:

*Phone*

*Email*

All Locations

ACKNOWLEDGEMENT OF PRIMARY GROUP PURCHASING ORGANIZATION

Date Signed

Customer Name  
Customer Address

To Whom It May Concern:

I, Authorized Name an Officer of Customer Name, hereby acknowledge Vizient as the primary group purchasing organization (GPO) for Customer Name.

Undersigned has the required authority to sign this Acknowledgement:

Thank you,

Authorized Signature: \_\_\_\_\_

Authorized Name/Title/Phone/Email: \_\_\_\_\_

All Locations

# LETTER OF GPO DESIGNATION

DATE Signed

Re: Primary GPO Designation

Dear Becton Dickinson:

Please be advised that effective as of August 16, 2021 (date), Customer Name (name of Healthcare Organization)(“Customer”), on behalf of itself and all facilities and/or affiliates set forth on the attached Exhibit 1, hereby designates Vizient/Savings Squared Medical (GPO Name) (“Designated GPO”), as its group purchasing organization for the purchases of products from CareFusion and its subsidiaries and affiliates (“Vendor”) pursuant to the terms of the existing agreements between Designated GPO and Vendor. Customer hereby acknowledges that (a) it is aware of Vendor’s single GPO Designation policy and therefore will be connected to, and only to, the contract portfolio of its Designated GPO for Vendor’s entire product portfolio; and (b) facilities on Exhibit 1 may be added or deleted only upon the mutual written agreement of Customer and Vendor, and may impact previously set commitment levels on a go-forward basis.

The designation in this letter supersedes any other group purchasing organization designation that Vendor may have on file. Vendor will rely on this designation unless it is revoked in writing by Customer.

If you have questions, please do not hesitate to contact Authorized Name Healthcare Organization point of contact) at phone/email or Phone and Email (GPO point of contact phone/email).

Authorized Signature \_\_\_\_\_

Authorized Name:

Title:

Healthcare Organization Name: Customer Name

Street:

City, St, ZIP:

Phone:

Email:

ACKNOWLEDGED:

\_\_\_\_\_

# LETTER OF GPO DESIGNATION

## EXHIBIT 1

All Locations

# LETTER OF PARTICIPATION

This Letter of Participation ("LOP") to the Purchasing Agreement executed by the Parties on Date \_\_\_\_\_ ("Master Agreement") is entered into, by and between Legal Business Name \_\_\_\_\_ ("Member"), Medline Industries, LP, an Illinois limited partnership (f/k/a Medline Industries, Inc.), (and for sales involving the state of Tennessee, Medline Industries Holdings, L.P., a Delaware limited partnership) ("Medline"), and Savings Squared Medical ("SSM"), (individually a "Party" and collectively, the "Parties").

WHEREAS, Vizient Supply, Inc. is a group purchasing organization ("GPO") as defined in 42 CFR § 1001.952(j); and

WHEREAS, Medline is a vendor, manufacturer or distributor of healthcare and other products and services (collectively the "Products"), a more complete description of which is set forth on Exhibit "A" attached hereto; and

WHEREAS, Savings Squared Medical ("SSM") is a pricing contracts management agent having relationships with manufacturers, other vendors of products and services, distributors, and GPO (collectively, "Suppliers") with whom SSM negotiates pricing agreements for its members and their subsidiaries and affiliates (collectively, "SSM Members") based on the combined spend of the group of SSM Members ("Covered Aggregation Services") through which SSM Members can purchase certain products and services ("Covered Contracts"); and

WHEREAS, Savings Squared Medical ("**SSM**") facilitates the loading and ongoing management of Covered Contracts and tiers on behalf of SSM Members ("Contracts Services"); and

WHEREAS, Medline and SSM entered into an Agreement (the "Agreement"), pursuant to which Medline has agreed to supply certain Products to SSM Members, consistent with the terms of the Agreement and this LOP; and

WHEREAS, the Parties desire to enter into this LOP pursuant to which Medline shall supply Products to the Member in accordance with the discounted pricing and other terms contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## 1. Designations.

By execution of this Agreement, Member declares acceptance of the designations of GPO and Medline as an approved Suppliers of Products to Member. and Member designates SSM as its pricing contracts management agent for the Products and services as the structural foundation for Member's contracts supply chain framework. The designation of SSM as Member's pricing contracts management agent includes the authorization to (i) negotiate pricing tailored according to Member's Products and brand preferences with optimized pricing benefits from Suppliers and the signing authority for letters of participation and letters of commitment necessary to establish pricing for set terms ("Covered Contracts") on behalf of Member hereunder; and, (ii) facilitate the loading and ongoing management of Covered Contracts and tiers ("Contracts Services") on behalf of Member. These designations cancels all prior primary GPO declarations provided to Medline. By signing this LOP, Member is bound to the terms and conditions of the Master Agreement and this LOP and agrees to be subject to all limitations and exclusions of liability. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Master Agreement.

## **2. Term and Termination.**

This LOP begins on the last date of signature and shall expire simultaneously with the Master Agreement. In the event the Master Agreement is terminated earlier for any reason during its initial (or any renewal) term, this LOP shall automatically and simultaneously terminate. In the event the Master Agreement is extended or renewed, this LOP shall automatically and simultaneously extend for the same period of time. Any party may terminate this LOP at any time by giving sixty (60) days' written notice to the other parties. Termination of this LOP will result in lost access for Member to SSM Contracts Services hereunder.

Member or Medline may terminate this Agreement upon the occurrence of any of the following events:

- a. any party makes an assignment for the benefit of creditors, admits its inability to pay its debts as they become due, files a petition in bankruptcy, is adjudicated to be bankrupt or insolvent, or files any petition or answer seeking (or not contesting) any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of itself or of all or any substantial part of its assets;
- b. any such action described in the immediately preceding paragraph is commenced against a party by another party or any substantial part of its properties, and is not stayed or dismissed within sixty (60) days; or
- c. the other party shall fail to perform any other material obligation and such failure continues for a period of thirty (30) days after it receives notice of such breach from the non-breaching party.

## **1. Authorizations**

As Member's pricing contracts management agent, Member hereby authorizes SSM to collect detailed information regarding Member's purchases made under GPO and other purchasing contracts, this LOP and any other agreements between SSM and any Supplier. In addition Member authorizes Medline and all Suppliers to disclose to SSM any information regarding any of Member's current, historical, planned or proposed purchases from any Supplier. Member expressly authorizes SSM and Medline to represent Member in discussions between SSM and Medline and to disclose information regarding the Member to any potential Suppliers, provided however, that no party shall have the authority to make any LOP or other commitment, nor incur any liability on behalf of another party, nor shall any party hereto be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by another party, except as specifically authorized in this LOP.

## **2. Reporting Obligations**

Member understands that the discounted pricing provided under this LOP, as well as the value of any products provided at less than full price, may be a "discount" or "rebate" 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 such discounts and rebates to applicable state or federal programs. Member and/or its facilities will report any discounts or rebates earned and paid under this Agreement on its/their institutional cost report(s), or otherwise disclose the amount of the discount or rebate to the appropriate federally funded program, in compliance with the discount safe harbor provisions of the Anti-Kickback Statute and its implementing regulations. 42 CFR § 1001.952(h). All discounts and rebates will be provided based on purchases of products within a single fiscal year of Member, and the terms of the discounts and rebates are fixed as set forth in this LOP. Medline will provide Member with notice on invoices of Member's obligation to fully and accurately report the amount of any earned discounts or rebates in compliance with the safe harbor provisions and to provide information concerning the discounts and rebates to the Secretary of the United States Department of Health and Human Services or any applicable state Medicaid agency, if requested. Medline will also disclose the amounts of the discounts and rebates in writing to Member at the time of purchase on the invoice or at such time as the discounts or rebates are ascertainable.

SSM will, as provided by law, provide information concerning the discounts and rebates to the Secretary of the United States Department of Health and Human Service or any applicable state Medicaid agency, if requested.

**3. Amendments.**

SSM and Medline reserve the right to change, jointly, the terms of this LOP, disclaimers and policies at any time by written notice to Member.

**4. Notices.**

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or national overnight courier or by registered or certified mail, postage prepaid, as follows:

If to Member, to:                      Address 1, City, State, Zip

\_\_\_\_\_  
\_\_\_\_\_

If to Medline, to:

Medline Industries, LP  
Three Lakes Drive  
Northfield, IL 60093  
Attention: General Counsel

or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so personally delivered or facsimile or three (3) days after being deposited in the mail.

**5. Time Limitations.**

Notwithstanding any statute of limitation under applicable law, Member agrees that it shall not bring any action relating to this LOP more than one (1) year after the cause of action has arisen.

This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein, shall supersede all prior agreements, arrangements and/or understandings, and shall not be amended unless in writing and signed by a duly authorized representative of each party. In the event of conflict between this Agreement and any document, instrument or agreement prepared by Medline, including without limitation, any purchase order or invoice, the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties have had a duly authorized officer, partner or principal execute this Agreement as of the Effective Date.

## ACCEPTED AND AGREED TO:

**MEMBER** Legal Business Name

By: Signature

Name: First Name Last Name Title: Title

Date: Date

**MEDLINE INDUSTRIES, LP**

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

Name: Patrick Christian

Title: Director, Sales Contract Administration

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

**SAVINGS SQUARED MEDICAL**

By: Josh Schechtman Name: Josh Schechtman

Title: CEO

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

Date

**MEDLINE INDUSTRIES**

**HOLDINGS, L.P.**

By: Medline Mills Industries LLC

Its: General Partner

By: Medline Industries, LP

Its: Managing Member

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

Name: Patrick Christian

Title: Director, Sales Contract Administration

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

## All Locations