General Information

Contract Effective Date	11/1/2013	**Contract Expiration Date**	9/30/2016
Contracting Discipline	Medical	**Contract Source**	Multi-Source
Form Required	Yes		
Alternate Contract Number	BM03697(Previous Related), GI-207(Previous), MS00582(Previous), BM02445(Previous), GM-669(Previous), MS00074(Previous), MS00463(Previous)		
Class of Trade	340B/DSH Inpatient, 340B/Non-DSH Inpatient, Ambulatory Care Center, Correctional Provider, Home Health Care, Hospital, Long Term Care, Managed Care, Oncology/Cancer Center, Physician Clinic and Office, Surgery Center		
Value Statement	Innovative Healthcare Corporation, a MedAssets diversity supplier, was awarded an agreement for Exam Glove Products effective November 1, 2013. This agreement remains in effect for23 months, expiring on September 30, 2015. Tiers: This contract offers 2 tiers of pricing. An LOC is required to access the committed tier. Tier 1: Access tier; No LOC required. Tier 2: 80% Commitment; **LOC required.** Key Contract Details: Pricing is firm for the term Products available direct or through an authorized distributor		

Terms & Conditions

Additional Eligibility Information	Subject to the Firm Pricing Section, any MedAssets Customer (including any entity that becomes a MedAssets Customer after the Effective Date) in any location within the United States (including the District of Columbia, Puerto Rico, and the U.S. Virgin Islands) and any class of trade may elect to purchase Products pursuant to the terms and conditions of this Agreement by executing and delivering to Supplier an LOC.
Additional Information	Firm Pricing. The Price File sets forth the prices for each Product. Any Customer may purchase Products at the Access Tier pricing. A Customer accessing a Committed Tier must (a) execute and deliver to Supplier an LOC and (b) designate the applicable Committed Tier on its LOC. Supplier must not increase the prices during the Term. Supplier may decrease the prices set forth on the Price File upon prior written notice to MedAssets, and this notice must include a proposed amendment. In addition to these prices, Supplier may offer bulk purchase options to the Customers that offer additional discounts based on a Customer's commitment in connection with MedAssets sponsored "group buys" or other savings opportunities; but all other terms and conditions of this Agreement apply to those bulk purchase options as if the prices were listed on the Price File. If a bulk purchase option is offered to a Customer, then Supplier must provide written notice to MedAssets at the time of the offer. Competitive Pricing. Except as set forth in the Termination of Existing Contracts Section, the prices, terms, and conditions under this Agreement must be equal to or better than those offered to any other customer of Supplier. To the extent that Supplier is not in compliance with this Section, Supplier must refund to each Customer the difference between the price set forth on the Price File that the Customer paid to Supplier and the lower, competitive price in violation of this

Section. Within 30 days of determining that Supplier is not in compliance, MedAssets and Supplier must amend this Agreement to provide the more favorable prices, terms, and conditions.

Non-Contract Pricing. Supplier may only provide the Distributors or a MedAssets Customer pricing for products that are: (i) the Products, (ii) products covered in another agreement between Supplier and MedAssets, or (iii) products set forth in a direct agreement between Supplier and a MedAssets Customer. If Supplier provides pricing for products not listed in (i), (ii), or (iii), above, then Supplier must only provide that pricing in a separate file not referencing any MedAssets or Customer contract.

New Products. If Supplier begins to sell a similar product not listed on the Price File, then Supplier must notify MedAssets within 30 days after governmental approval or Supplier's release of the product. At MedAssets' discretion, MedAssets and Supplier may amend the Price File to add the new Product at a mutually agreed-upon price.

Disclosure of All Available Products. Supplier represents and warrants that, as of the Effective Date, it has disclosed all exam glove products to MedAssets that: (a) have government approval; or (b) have been released for sale by Supplier. If Supplier is not in compliance with this Section, then MedAssets, in its sole discretion, may: (x) terminate this Agreement upon written notice to Supplier; (y) amend the Price File to add the new Product with a discount structure similar to other Products offered in this Agreement; or (z) pursue any other remedies available in law or equity.

Discontinuing Products. Supplier may not discontinue the manufacture of any Product without notifying MedAssets at least 90 days in advance. Supplier must replace any discontinued Product with a functionally equivalent Product at a price equal to or less than the price of the discontinued Product.

Replacement Products. If Supplier discontinues any Product and fails to provide a substitute of comparable functionality at a price not higher than the discontinued Product, then the Customer's purchase of a Competing Product will be treated as a Product purchase for purposes of calculating the Customer's compliance with its Committed Tier requirements.

New Technology. If New Technology becomes available from any source, including Supplier, then the commitment requirements set forth in this Agreement (if any) do not apply and MedAssets may evaluate and contract with any supplier so the MedAssets Customers and the Customers have access to New Technology at all times. If Supplier cannot offer New Technology at comparable prices, then the commitment requirements set forth in this Agreement (if any) do not apply and MedAssets may either: (a) amend the Price File to add Supplier's New Technology at a mutually agreed-upon price; or (b) contract with other suppliers for New Technology. Regardless of whether New Technology is added to this Agreement, Supplier and MedAssets will negotiate in good faith to equitably adjust the pricing for any current Product under this Agreement affected by the New Technology.

Commitment Requirements

Committed Tier 2. If a Customer commits to Committed Tier 2, then the Customer (a) must purchase 80% of its requirements for the Exam Glove Products from Supplier; and (b) may purchase Products at the Tier 2 pricing on the Price File.

Customer Groups. If a Customer Group executes an LOC on behalf of its constituent Customers (as listed on its LOC), then (a) each of the constituent Customers does not have to execute a separate LOC to access the applicable Committed Tier pricing, and (b) the Customer Group may aggregate the purchases of the constituent Customers for purposes of complying with its Committed Tier.

Compliance with Committed Tier Requirements. A Customer's compliance with its Committed Tier is based on the Customer's aggregate semi-annual purchases. Supplier and MedAssets may conduct semi-annual reviews of the Customers' Committed Tier compliance. If any review reveals that any Customer failed or is failing to purchase at the Committed Tier, then Supplier may issue written notice of non-compliance to that Customer and to MedAssets. If that Customer does not bring its purchases to the Committed Tier within 30 days of receiving notice of non-compliance from

	Supplier; then Supplier has no retroactive remedy and, as its exclusive remedy, Supplier may move the Customer to the applicable pricing Tier (to which the Customer's purchases qualify) for future purchases, but (a) Supplier may not assign the Customer to pricing higher than the Access Tier; and (b) Supplier must provide 90 days' prior written notice to the Customer and MedAssets indicating that the Customer is being moved to the applicable pricing Tier. If the Customer subsequently brings its purchases to the Committed Tier designated on its LOC, then Supplier must immediately reinstate the Customer's access to the corresponding Committed Tier pricing. Exception to Compliance. If (a) a Customer commits to a Committed Tier under this Agreement, and (b) either (i) Supplier cannot provide any Product, or (ii) the Customer, in its sole discretion, determines that any Product is not clinically satisfactory or clinically preferable; then (y) the Customer may, without penalty, purchase Competing Products from any source, and (z) those purchases will be treated as purchases of Products for purposes of calculating the Customer's compliance with its Committed Tier requirements. LOC Administration. Upon request, Supplier must send to MedAssets a summary (in Excel spreadsheet form) of each Customer that executed an LOC. Upon MedAssets' request, Supplier must send a copy of a particular Customer's LOC. A Customer may execute an LOC in any format mutually agreed to by MedAssets and Supplier. Electronic or fax signatures are binding and as acceptable as signatures written on paper. Supplier must promptly execute an LOC presented to it by a Customer, unless Supplier has a good faith dispute as to the accuracy of the LOC. If Supplier has a good faith dispute, then Supplier must work in good faith with the Customer to promptly resolve the dispute. For purposes of clarity, Supplier is not required to extend Committed Tier pricing to any MedAssets Customer that has not executed an LOC; but Supplier may, at its sole discretion, extend Committed Tier pricing for the Products to any MedAssets Customer (regardless of whether that MedAssets Customer has executed an LOC), and those Product purchases will be treated as if made pursuant to an LOC. LOC Acceptance. Within five business days of receiving a Customer's LOC, Supplier must notify MedAssets (by email to LOCSupport@medassets.com) that Supplier has: (a) accepted the LOC, and will load it pursuant to the LOC Effective Date and Term Section; (b) rejected the LOC on its merits (Supplier must copy the Customer on the notice, and must state the basis for rejection, the Customer's pricing tier, and the pricing effective date); or (c) rejected the LOC as incomplete (Supplier must copy the Customer on the notice, and must specify the information necessary to approve the LOC). For purposes of clarity, an LOC is received under this Section when the email or facsimile including the LOC is electronically received, as demonstrated by an electronic time stamp (rather than when Supplier retrieves or reviews the LOC). LOC Effective Date and Term. Each LOC will be effective as of the date the applicable pricing Tier is loaded and effective for the applicable Customer. Within 30 days after the execution and delivery of an LOC, Supplier must load into its system the applicable pricing Tier for the applicable Customer. Beginning on the first day of the month following this 30-day period, that Customer must receive the applicable Product pricing for its selected Tier. Each LOC expires upon the expiration or earlier termination of this Agreement.
Guaranteed Supply	Supplier must maintain sufficient inventory of all Products to meet the purchase requirements of Customers. If Supplier fails to supply any Product, then any Customer may purchase a Competing Product and Supplier must remit to the Customer the difference between the price of the Product as set forth on the Price File and the Customer's purchase price of the Competing Product plus any other reasonable damages that the Customer incurs. Supplier is also liable to MedAssets for loss of any Administrative Fees resulting from such failure. Supplier must make applicable payments to Customers and MedAssets within 30 days after receiving documentation of the amount, respectively. Supplier must give MedAssets and each affected Customer reasonable notice if Supplier is unable to supply a Product.
Customer Action	An LOC is required to access the committed tier.

Steps	
Contracting Process	This Agreement was awarded by the Spend Management Board on August 20, 2013.
Minimum Order Requirements	Supplier sells all Products through a Distributor. The applicable terms of the Customer's agreement with the Distributor govern all taxes, ordering, invoicing, payment, delivery, fill rate, and return terms.
Warranty	The warranty for each Product is set forth in the Supplier's Product Warranties located in the Documents section. Services Warranty. Supplier represents and warrants that: (a) its Representatives have the skills and qualifications necessary to perform services under this Agreement in a timely, competent, and professional manner in accordance with the highest industry standards and all applicable governmental requirements, laws, ordinances, rules, and regulations; and (b) Supplier is able to fulfill the technical service requirements and all other services requirements of this Agreement. Manufacturers' Warranties. Upon any Customer's request, Supplier must provide to MedAssets and the Customer copies of all warranties for Products that Supplier receives from its vendors and all manufacturers' warranties. Supplier assigns to each Customer all vendors' and manufacturers' warranties and rights of action under these warranties and authorizes the Customers to enforce these warranties. Warranties Cumulative. The warranties provided under this Agreement are cumulative and apply to any replacement or modification of the Products by Supplier or any of its Representatives, and these warranties are in addition to any warranties provided at law or in equity.

Products & Pricing

Product Line A - All Products	Tier Number	Description
	1	Tier 1: Access (No LOC Required)
	2	Tier 2: 80% of Customer's requirements for the Exam Glove Products from Supplier (LOC Required)

Price Protection Terms	Firm for Duration of Contract
Price Protection Fields	Net Price
Price Protection Dates	11/1/2013 - 9/30/2016
Payment Terms	Net 0 Days

Freight

Freight Payment Terms	Freight per Distributor Terms
Supplier has agreed to 3rd party freight terms	No

Delivery	Supplier sells all Products through a Distributor. The applicable terms of the Customer's agreement with the Distributor govern all taxes, ordering, invoicing, payment, delivery, fill rate, and return terms.

Contact Information

MedAssets Contact	Please contact your client representative.	
Supplier Representatives	VP Marketing & Operations Kevin Neuman kneuman@ihcsolutions.com 918-245-8400	VP Sales West & Natl Accts Jeff Borgstrom jborgstrom@ihcsolutions.com 918-633-2940