

Intalere/Western Alliance of Healthcare Resources Addendum



THIS INTALERE/WESTERN ALLIANCE OF HEALTHCARE RESOURCES ALLIANCE ADDENDUM (this "Alliance Addendum") is entered into and effective as per Section 4(a) by and between Intalere, Inc. ("Intalere"), and the undersigned facility ("VENTURA").

WHEREAS, Intalere is a national group purchasing organization which enters into arrangements with numerous suppliers and distributors ("Suppliers") to furnish a variety of products and services ("Products") to institutions or facilities who choose to affiliate with Intalere; and

WHEREAS, Intalere has established the Western Alliance of Healthcare Resources ("WAHR") (the "Alliance") pursuant to which selected healthcare and other facilities may, in addition to the general group purchasing Products and services offered by Intalere, gain access to discounted regional contracts and pricing, preferred distribution programs, regional meetings, educational programs, vendor presentations and other programs directed to members of the Alliance (the "Alliance Programs"); and

WHEREAS, VENTURA is party to an Intalere IDN Group Purchasing Savings Agreement (the "Agreement") pursuant to which VENTURA receives access to Intalere's general group purchasing programs and services; and

WHEREAS, VENTURA desires to participate as a fully committed, sole source member of the Alliance ("Core Member"), and the parties hereby enter into this Alliance Addendum and include therein certain additional terms and conditions with respect to its participation in the Alliance.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein and in the Agreement, the parties agree as follows:

1. INTALERE AGREES:

In addition to the agreements of Intalere set forth in the Agreement, Intalere hereby agrees as follows:

- (a) To provide VENTURA access to the various Alliance Programs that are available to members of the Alliance, and to furnish appropriate information to VENTURA to enable it to purchase Products under such Alliance Programs.
- (b) To provide VENTURA access to the various programs that are available to members of the Intalere National Health Alliance ("INHA"), a super alliance. Appropriate information will be furnished to VENTURA to enable it to purchase Products under such INHA programs.
- (c) To assist VENTURA in utilizing the Alliance Programs by providing orientation to key personnel, access to regional member meetings, sharing of information about market conditions and cost trends, and personal service visitation from a designated account representative.
- (d) To consider VENTURA's input relating to development, evaluation, and/or improvement of the Alliance Programs.
- (e) To extend an invitation to VENTURA to attend all sessions held within all WAHR forums.

2. VENTURA AGREES:

In addition to the agreements of VENTURA set forth in the Agreement, VENTURA hereby agrees as follows:

- (a) To abide by the INHA operational guidelines as they currently exist and all such future reasonable revisions or amendments which may be made.
- (b) During the term of this Alliance Addendum, VENTURA shall utilize Intalere as VENTURA's exclusive/sole source group purchasing agent for GPO Product Groups as defined in Section 1.1(b) of the Agreement for purchases of Products included in the Alliance Programs.
- (c) VENTURA hereby authorizes Intalere to negotiate contracts on its behalf with Suppliers to furnish Products to VENTURA. As such group purchasing agent, Intalere shall not have authority to bind VENTURA without its prior written permission, and Intalere's duties shall be limited to negotiating prices and other terms with Suppliers.
- (d) VENTURA shall execute an Intalere contract designation form (which is the documentation required by a Supplier to know that a member is eligible to purchase pursuant to that specific Intalere contract) and abide by the terms and conditions of Alliance Programs in which VENTURA chooses to participate.
- (e) VENTURA agrees to contribute toward the funding of the Alliance in accordance with the Alliance board approved fee of two percent (2%) of VENTURA's Alliance Shareback. Such funding shall be deducted from Alliance Shareback earned by VENTURA as defined in Section 5. If such fees are subsequently adjusted, the Alliance board shall provide written notice to VENTURA at least sixty (60) days before such adjustment takes effect.

3. CONDITIONS TO PARTICIPATION IN THE ALLIANCE.

The continued participation of VENTURA as a Core Member in the Alliance is conditioned upon compliance by VENTURA with the terms and conditions set forth in the Agreement and this Alliance Addendum, including without limitation the sole source purchasing requirement set forth in Section 2 (b) above. Intalere may terminate VENTURA's participation in the Alliance for failure to comply with the terms and conditions set forth in the Agreement or this Alliance Addendum, which breach continues uncured for a period of sixty (60) days following delivery of written notice to VENTURA of such breach. Upon any such termination of participation in the Alliance, the terms of this Alliance Addendum (other than Section 4, "Term and Termination of Addendum") shall terminate, and VENTURA shall continue to be entitled to participate in the general programs and services offered by Intalere pursuant to the Agreement.

4. TERM AND TERMINATION OF ADDENDUM.

- (a) This Alliance Addendum shall be effective upon execution by both parties ("Effective Date").
- (b) Unless otherwise terminated in accordance with Paragraph 4(c), this Alliance Addendum shall be coterminous with the Agreement, so long as VENTURA does not breach this Alliance Addendum.
- (c) Either party may voluntarily terminate this Alliance Addendum at any time with thirty (30) days written notice.
- (d) Any material breach by VENTURA of this Alliance Addendum, which breach continues uncured for a period of sixty (60) days following delivery of written notice to VENTURA of such material breach may result in the termination of membership in the Alliance at the sole discretion of Intalere.
- (e) Upon termination of this Alliance Addendum, neither party shall have any further obligations hereunder except for those obligations which have accrued prior to the date of such termination.

5. **ALLIANCE SHAREBACK.** During the term of the Agreement, and provided that VENTURA is a Core Member of the Alliance and is not in default under the terms of the Agreement or this Alliance Addendum, VENTURA shall earn an Alliance Shareback equal to forty-one percent (41%) of "Contract Administrative Fees" as defined and set forth in the Agreement. This Alliance Shareback shall be provided in addition to any Shareback identified in the Agreement.

6. **SEVERABILITY.** If any provision of this Alliance Addendum is found to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, then the remainder of this Alliance Addendum 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 Alliance Addendum.

7. **COUNTERPARTS.** This Alliance Addendum 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.

8. **EFFECT OF ADDENDUM.** Except as specifically provided herein, the Agreement shall remain in full force and effect and is expressly ratified hereby. This Alliance Addendum provides additional supplemental terms and conditions that govern VENTURA's access to Alliance contracts beyond the terms and conditions governing VENTURA's use of any other product or services under the Agreement. Accordingly, this Alliance Addendum supersedes any conflicting terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Alliance Addendum as of the day and year written below.

County of Ventura
General Services Agency
800 South Victoria Avenue, L#1000
Ventura, CA 93009

Name _____

Title

Signature

Date

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

Megan Williams
Vice President, Sales Support

Signature

Date