



Physician Services Participation Form

This The Broadlane Group™ Physician Services Participation Form is an agreement (this "Agreement") between The Broadlane Group, a Delaware corporation ("Broadlane"), and the entity and/or individual identified in the signature block of this Agreement ("Client"). Broadlane and Client agree as follows:

Practice / Participant Name: \_\_\_\_\_

Physician's Name (if different from above): \_\_\_\_\_

Street Address: \_\_\_\_\_ Suite: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Facility Telephone: \_\_\_\_\_ Facility Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ DEA Number: \_\_\_\_\_

Broadlane Facility Admitting Privileges (if any) (Facility Name, City, State & Zip) : \_\_\_\_\_

Please select the practice type (Note: Acute care facilities are not eligible for participation through this program):

- Individual Physician Clinic/Group Urgent Care Center

Total Number of Physicians in Practice: \_\_\_\_\_

Number of Physicians in each Practice Specialty:

- Anesthesiology Cardiology Dermatology Emergency Medicine Family Practice Gastroenterology Podiatry Hematology Oncology Internal Medicine Nephrology Neurology OB/GYN Ophthalmology Pain Management Orthopedics Otolaryngology Pathology Pediatrics Psychiatry Radiology / Imaging Surgery-General Urology Plastic Surgery Other

Pharmacy, Medical and Surgical Supplies Distributor Designation: Please designate a distributor authorized to serve Broadlane Physician Services clients. Most distributors use a local account representative – often the same one currently servicing your practice. Selecting a Broadlane authorized distributor may result in a substantial reduction in price. If you do not select a Broadlane authorized distributor or if the distributor selected ceases to be a Broadlane authorized distributor then 1) Broadlane reserves the right to select a distributor on your behalf and 2) you agree to waive any objection to Broadlane's selection. If you currently are purchasing from any of the distributors listed below, please include your account number and sales representative's name.

Medical/Surgical Distributors:

- Henry Schein, Inc. McKesson Corporation DBA Cardinal Health 200, Inc. PSS World Medical, Inc. General Injectables and Vaccines (GIV)

Your acct # \_\_\_\_\_ Your Rep's Name \_\_\_\_\_

Pharmacy Distributors:

- Henry Schein, Inc. McKesson Corporation DBA Besse Curascript Anda Cardinal Health 200, Inc.

Your acct # \_\_\_\_\_ Your Rep's Name \_\_\_\_\_

Check here if you would like to purchase Pharmacy products from GlaxsoSmithKline, Pfizer, AstraZeneca or Sanofi Pasteur

AUTHORIZED THE BROADLANE GROUP SIGNATURE

CUSTOMER SIGNATURE

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Additional Terms and Conditions on Next Page

## Broadlane Physician Services Participation Form – Additional Locations/Ship-To's

*If this customer application has additional facilities at separate physical locations please fill out the information below. Each location will then be rostered into the physician services program and given a separate Broadlane ID. (Use additional paper if necessary.)*

**Practice / Participant Name:** \_\_\_\_\_

**Physician's Name** (if different from above): \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Suite:** \_\_\_\_\_

**City, State, ZIP:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_ **DEA Number:** \_\_\_\_\_

**Practice / Participant Name:** \_\_\_\_\_

**Physician's Name** (if different from above): \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Suite:** \_\_\_\_\_

**City, State, ZIP:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_ **DEA Number:** \_\_\_\_\_

**Practice / Participant Name:** \_\_\_\_\_

**Physician's Name** (if different from above): \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Suite:** \_\_\_\_\_

**City, State, ZIP:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_ **DEA Number:** \_\_\_\_\_

**Practice / Participant Name:** \_\_\_\_\_

**Physician's Name** (if different from above): \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Suite:** \_\_\_\_\_

**City, State, ZIP:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_ **DEA Number:** \_\_\_\_\_

1. Subject to the next sentence, the term of this Agreement commences upon the latest date written in the signature block (the "Effective Date"). If Client is the last party to sign the Agreement, then the term does not begin until a reasonable time after Broadlane receives a copy of the fully executed Agreement. The term continues until either party terminates the Agreement. Either party may terminate the Agreement providing 30 days' advance written notice to the other party. The termination of this Agreement by either party (a) does not excuse either party from performing any duty or obligation assumed under this Agreement before termination; and (b) does not have the effect of waiving any right either party may have to obtain performance of duties or obligations incurred or accrued prior to the termination. If Client continues to purchase through Broadlane GPO Agreements after termination of this Agreement, Broadlane remains Client's purchasing agent with respect to those purchases.
2. As a group purchasing organization, defined in 43 C.F.R. §1001.953(j), as amended, Broadlane is Client's limited agent for the purposes of negotiating, entering into, and managing certain aspects of Broadlane's GPO Agreements on behalf of Client. Neither party is a fiduciary under this Agreement or owes any fiduciary duty to the other party. Each party must comply with any laws or regulations applicable to its performance under this Agreement.
3. Broadlane negotiates and enters into "Broadlane GPO Agreements" with suppliers for products and services on behalf of Broadlane's clients according to Broadlane's standard operating procedures. Broadlane does not guarantee any specific terms and conditions in any contract or arrangement, and does not promise or guarantee any specific outcomes. Broadlane is neither a supplier nor merchant of products offered under Broadlane GPO Agreements, and does not own, control, or invest in any suppliers. **BROADLANE MAKES NO WARRANTY AS TO ANY PRODUCT'S FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY PRODUCTS AND SERVICES OFFERED FOR SALE, RENT, OR USE UNDER ANY BROADLANE GPO AGREEMENT.**
4. Any purchases Client makes through Broadlane GPO Agreements are made pursuant to the terms and conditions set forth in the applicable Broadlane GPO Agreement. As between Broadlane and Client, only Client: (a) requisitions, pays for, receives and takes title to, insures, installs, and pays any taxes for products and services offered through any Broadlane GPO Agreement; and (b) monitors product recall or safety-related notices, and coordinates product recall or safety-related responses for any products offered through any Broadlane GPO Agreement. Client understands that each supplier has the right to seek a remedy for breach directly against Client under each Broadlane GPO Agreement. Client warrants that any products purchased under any of Broadlane's agreements with suppliers are purchased for its own use and not for the purpose of reselling the products. Any Client access to Broadlane specialized software is subject to additional terms and conditions.
5. Broadlane is compensated for the services it provides under this Agreement through an Administrative Fee. Suppliers (called "participating suppliers" in the GPO Safe Harbor) pay the Administrative Fee to Broadlane. The Administrative Fee that each supplier pays is generally equal to 3% or less of the purchase price of the products and services Client and End Purchasers acquire through each Broadlane Supplier Agreement. If any supplier pays Broadlane an Administrative Fee greater than 3% of the purchase price of an applicable product or service, Broadlane provides Client and End Purchasers written notification regarding the amount of the fee.
6. For the purposes of this Agreement, "Confidential Information" means all proprietary, secret, or confidential information, such as contract pricing, systems, processes, or other data relating to Broadlane and Company. If a party receives Confidential Information of the other party, it must maintain the Confidential Information in strict confidence. Unless required by law, the receiving party shall not disclose any portion of the Confidential Information of the other party to any person except those of its employees and agents having a good faith need to know the Confidential Information.
7. **NEITHER PARTY HAS LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THIS LIMITATION APPLIES DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT IN THE EVENT OF BROADLANE'S INTENTIONAL MISCONDUCT, BROADLANE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT DOES NOT EXCEED THE LESSER OF: (a) THE TOTAL AMOUNT OF FEES BROADLANE RECEIVES UNDER THIS AGREEMENT; OR (b) \$10,000.**
8. This Agreement, and any disputes relating to this Agreement, must be construed and enforced under Texas law. For any dispute between Client and Broadlane relating to this Agreement, the parties must meet and work directly with each other in a good faith attempt to resolve the dispute for a period of 60 days before seeking other legal remedies.
9. Any notice required to be given under this Agreement must be in writing and sent only by email, fax, hand delivery, overnight mail service, first-class mail, or certified mail with return receipt requested, if to Client at the address on page one of this Agreement, and if to Broadlane at The Broadlane Group, 13727 Noel Road, Suite 1400, Dallas, Texas 75240, Phone: 888.714.4625, Fax: 888.714.4624, email: physicianservices@broadlane.com.
10. Any of the obligations under this Agreement that by their nature are required to be performed following termination of the agreement shall survive the termination of this agreement. This Agreement supersedes all previous and contemporaneous communications, representations, or agreements between Broadlane and Client regarding the referenced subject matter. If there is a conflict between this Agreement and any other writing or correspondence between a supplier, Broadlane, or Client, then the terms of this Agreement control.
11. Client represents and warrants that: (a) Client has full authority to enter into this Agreement; and (b) the execution, delivery, and performance of this Agreement is not prohibited by and does not violate any other existing contract, agreement, or exclusive arrangement to which Client is a party. The individual signing this Agreement represents and warrants that he or she is duly authorized and has the full power and authority to execute this Agreement on behalf of the individual or entity for whom he or she is signing.

<b>For Internal Use Only</b>			
Date _____	Time _____	Verification: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Affiliation: _____	# of MD _____	Method: Call <input type="checkbox"/> Web <input type="checkbox"/> Name _____	