



## PEDSPAL GROUP PURCHASING PROGRAM PARTICIPATION AGREEMENT

I desire to participate in the PedsPal Group Purchasing Program. I understand, accept and agree to the terms and conditions attached to and incorporated by reference in this Participation Agreement. [Check box(es) indicating desired participation below.]

- Henry Schein (including Provista)
- Office Depot
- Sanofi Pasteur
- Merck
- Pfizer

Acct # \_\_\_\_\_  
Acct # \_\_\_\_\_  
Acct # \_\_\_\_\_  
Acct # \_\_\_\_\_  
Acct # \_\_\_\_\_

### Participant

Practice Name	Specialty	Number of Providers
Address	City	State & Zip Code
(Area Code) Phone Number	(Area Code) FAX Number	
Contact Person	Email Address	
Doctor's Printed Name	DEA Number	
Authorization Signature	Date	

### PedsPal:

By: \_\_\_\_\_  
Ryan Champlin, Vice President

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

\*\*Account Numbers are required for participation with Sanofi, Merck and Henry Schein discount buying programs. If you currently do not have an account number, please go to [www.VaccineShoppe.com](http://www.VaccineShoppe.com) to apply for a Sanofi account, or to [www.merckvaccines.com](http://www.merckvaccines.com) for a Merck account. For Henry Schein, if you do not have an account number, one will be assigned to you. For Pfizer, contact PedsPal for a form to obtain account number. To apply for Office Depot go to [community.officedepot.com/GPOHome?id=68189246](http://community.officedepot.com/GPOHome?id=68189246).

PLEASE ATTACH IRS FORM W-9 IF YOU WOULD LIKE TO PARTICIPATE IN OUR VACCINE REBATE PROGRAM!!



**PedsPal Group Purchasing Program**  
**801 7th Avenue**  
**Fort Worth, Texas 76104**  
**877-923-2233**  
**www.pedspal.org**

PedsPal's VACCINE REBATE PROGRAM allows members to earn shared administration fees equivalent to 2% on eligible Sanofi Pasteur vaccine purchases, including all Sanofi flu vaccines, and 1% on all Gardasil®, RotaTeq® and Vaqta® purchases from Merck during the REBATE PERIOD (January 1 – December 31).

**The REBATE PROGRAM<sup>1</sup> is as easy as 1, 2, 3...**

1. Participate in BOTH the Sanofi Pasteur and Merck buying agreements.
2. Remain in **compliance** with PedsPal's Participation Agreement<sup>2</sup>.
3. Active participation with PedsPal for a minimum of **six consecutive months prior to the Rebate Distribution**.

Earned rebates will be issued within 120 days of the end of the Rebate Period (January 1 – December 31) to qualifying active members.<sup>3</sup>

PedsPal Platinum: Members who qualify for the Rebate Program and who refer one or more new members to PedsPal will become Platinum members and will also share Henry Schein administrative fees. Henry Schein administrative fees for Platinum members will be split 50/50.

Should you have any questions regarding PedsPal Group Purchasing Program, please contact PedsPal at 877-923-2233.

<sup>1</sup> PedsPal Group Purchasing Program must achieve the performance goals set forth by both Sanofi Pasteur and Merck.

<sup>2</sup> Compliance vaccines: Sanofi Pasteur - ActHIB®, Adacel®, Daptacel, Pentacel®, Ipol®, Menactra®  
Merck - Recombivax HB®, Rotateq®, Vaqta®

<sup>3</sup> Member's IRS form W-9 must be on file and Member must be active with PedsPal at the time Rebate Payments are issued.

## SANOFI PASTEUR Participation Terms

The following vaccines are Core Products to the performance of the PedsPal Group Purchasing Program with Sanofi Pasteur and must be purchased exclusively through Sanofi Pasteur in lieu of equivalent vaccines from any other vendors.

Pertussis – (Pentacel, Daptacel)

Tdap – Adacel

HIB (ActHib, Pentacel)

MCV4-Menactra

IPV-IPOL

- Members can receive a discount of 2% for paying invoices within 90 days, and additional 1% for using VaccineShoppe.com.
- PedsPal members receive PedsPal discounts on all eligible vaccines in addition to special promotional discounts offered by Sanofi Pasteur.

## MERCK Participation Terms

The following vaccines are Core Products to the performance of the PedsPal Group Purchasing Program with MERCK and must be purchased exclusively through MERCK in lieu of equivalent vaccines from any other vendors.

VAQTA (Hepatitis A – pediatric formulation)

RECOMBIVAX HB (Hepatitis B – pediatric/adolescent formulation)

RotaTeq

\*If your patient population does not utilize one or more of the core antigens you are not required to purchase these vaccines for compliance.

- Members can receive a discount of 2% for paying invoices within 90 days.
- PedsPal members receive PedsPal discount on all Merck Vaccines listed in addition to special promotional discounts offered by Merck.

PLEASE FAX YOUR COMPLETED FORMS TO 682-885-5860





## TERMS AND CONDITIONS

### DESCRIPTION OF SERVICE

Group purchasing programs will be established and communicated to PedsPal Members allowing purchases directly from third-party vendors at prices negotiated by PedsPal (each, a "Program"). Use of each Program is voluntary by Participant.

### AUTHORITY

Participant hereby authorizes and designates PedsPal to act as a purchasing agent for Participant to enter into contracts with third-party vendors to furnish goods or services to Participant. Participant authorizes PedsPal as its agent to negotiate and enter into agreements with vendors in order to make agreements available to Participant. Participant authorizes PedsPal as its agent to negotiate and enter into affiliation agreements with other group purchasing organizations ("Affiliate GPOs") and to enroll Participant in Affiliate GPOs in order to make their agreements available to Participant. PedsPal's agency under this Agreement is limited to the purposes of (i) negotiating, entering into and managing Program agreements with third-party vendors and Affiliate GPOs; and (ii) collecting and retaining administrative fees that are paid under the third-party vendor agreements.

### ACCESS TO VENDOR PROGRAMS

Normally, access to individual third-party vendor programs will occur within 45 days after the effective date of this Agreement. Some individual programs also require a Letter of Commitment to the vendor in addition to evidence of this Agreement before access will be granted. Vendors in the Program generally agree to accept each Participant submitted by PedsPal, but may require a reasonably satisfactory report of credit worthiness on the Participant. PedsPal cannot provide any assurance that Participant will be accepted by any third-party vendor. Vendor denials will be promptly communicated to PedsPal by the third-party vendor. PedsPal will, in turn, communicate the denial to Participant. Termination of participation may also be initiated by PedsPal in the event any actions of Participant adversely affect pricing and benefits available to the other PedsPal members.

### COMMITMENT TO THE PROGRAM

PedsPal uses commercially reasonable efforts to negotiate agreements with third-party vendors with favorable terms and provisions. Programs in the Group Purchasing Organization portfolio that contain the more prominent savings opportunities are often those in which the most members participate through their purchases. Reductions in purchases by members under any third-party vendor contract may affect future pricing through that vendor. PedsPal does not guarantee any specific terms or conditions in any third-party vendor contract or arrangement, any specific savings or procurement outcomes, an agreement with a particular third party vendor or that any particular product or service will be offered under the PedsPal Program agreements.

### OWN USE

Participant acknowledges and agrees that any goods or services purchased under any Program contract with a third-party vendor are subject to own-use restrictions. These restrictions generally require that purchases may not be made for the purpose of reselling the goods or services offered under this Agreement. Pricing negotiated by PedsPal is intended for Group Purchasing Organization members only. Any actions by Participant in violation of these terms, including, but not limited to attempting to use PedsPal pricing to leverage better pricing with a competing vendor or co-op, will result in immediate exclusion of the Participant from further purchases through this group purchasing Program and immediate termination of this Agreement, in PedsPal's sole discretion.

### NONDISCLOSURE TO OUTSIDE PARTIES

Participant understands and agrees that pricing and other benefits and terms contained in pricing agreements/programs with third-party vendors shall be considered confidential and not disclosed outside PedsPal membership and its vendors. This provision shall survive any termination of this Agreement.

### HISTORICAL PURCHASING ACTIVITIES

PedsPal may solicit and receive certain data regarding Participant's current and historical purchasing activities. This data may come directly from Participant or directly from suppliers and third-party vendors. PedsPal may use this data to determine sourcing or negotiation strategies. Participant grants PedsPal permission to solicit and receive this information directly from suppliers and third-party vendors.

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**DISAGREEMENT WITH VENDOR**

If any dispute pertaining to products or services offered by or purchased from any third-party vendor arises between Participant and a third-party vendor, then Participant must work directly with the applicable third-party vendor to resolve the dispute, including, but not limited to, disputes involving invoices, payments, warranty, product returns, claims, product defects, sufficiency of service, etc.

**TERMINATION/CANCELLATION**

It is AGREED that either party may terminate this Agreement at any time, with or without cause, by providing the other party at least ten (10) days' prior notice, in writing, to that effect.

**ASSOCIATED COSTS/ADMINISTRATIVE FEES**

The parties acknowledge that PedsPal incurs costs in the management and administration of the PedsPal Group Purchasing Program. PedsPal charges administrative fees to third-party vendors furnishing goods and services under the Program to Program participants. PedsPal retains these fees to cover its costs and Participant is not entitled to any portion of these administrative fees unless otherwise agreed by PedsPal and Participant. Except as provided herein, each vendor agreement provides for administrative fees that are fixed at three percent or less of the purchase price of the goods or services covered by the vendor agreement, and that with respect to vendor agreements providing for fees that are not so fixed. By law, records of administrative fees collected by PedsPal from each third-party vendor shall be disclosed at least annually to all Program participants and, upon request, to the Secretary of the United States Department of Health and Human Services.

**SAFE HARBOR COMPLIANCE**

The parties intend to conduct their relationship and activities performed under this Participation Agreement in accordance with the requirements of the group purchasing organization safe harbor and discount safe harbor to the federal Anti-Kickback Statute (42 C.F.R. § 1001.952(j)).

**ACCESS TO INFORMATION**

Participant grants PedsPal access to individual and summary sales data provided by vendors, including, but not limited to, Sanofi Pasteur and/or Merck, as applicable, to ensure participation compliance.

**EFFECTIVE DATE**

This Participation Agreement shall be effective as of the date of the last signature hereon.