

**PURCHASE AGREEMENT
(Comprehensive Form)**

PRODUCT CATEGORY: _____

CSF: Cooperative Services of Florida, Inc., a Florida not for profit corporation
401 Leonard Boulevard North
LeHigh Acres, Florida 33971 (~~%CSF Address~~)

VENDOR: _____

_____ (~~%Vendor Address~~)

THIS AGREEMENT (this ~~%Agreement~~) is made effective as of the ____ day of _____, 2011 (the ~~%Effective Date~~) by and between CSF and Vendor.

ARTICLE 1: RECITALS

1.1 CSF is a group purchasing organization (a ~~%GPO~~) which negotiates vendor agreements (~~%GPO Agreements~~) on behalf of its members (the ~~%GPO Members~~), in accordance with Title 42, Chapter V, Section 1001.952(j) of the Code of Federal Regulations (the ~~%GPO Safe Harbor~~). CSF has a written agreement (a ~~%Member Agreement~~) with each of the GPO Members, the Member Agreement authorizes CSF to act as a purchasing agent for the GPO Member, and the Member Agreement specifies the maximum amount CSF will be paid by each participating vendor (the ~~%Administrative Fees~~). Because many of the GPO Members are health care providers, CSF discloses to each GPO Member at least annually (the ~~%Annual Notice~~), and to the Secretary of Health and Human Services upon request, the amount received by CSF from each vendor with respect to purchases made by or on behalf of the GPO Member. A list of the participating GPO Members and their respective facilities is attached as Exhibit A (the ~~%Participating Member and Facility List~~), which may be updated by CSF from time to time with Vendor's consent.

1.2 Additionally, CSF is a Florida not for profit corporation controlled by the Lee Memorial Health Care System, the Sarasota Memorial Health Care System (through Community Health Corporation), Central Florida Health Alliance, Inc., and the Health Care Authority of the City of Huntsville (the ~~%Controlling GPO Members~~). The Controlling GPO Members are neither wholly-owned by CSF nor subsidiaries of a parent corporation that wholly owns CSF. CSF is taxed as a non-exempt Subchapter T cooperative, and distributes all net income (after payment of reasonable overhead) to the Controlling GPO Members based on the purchase volume of the Controlling GPO Members with CSF (the ~~%Subchapter T Distributions~~).

1.3 In accordance with Title 42, Chapter V, Section 1001.952(h) of the Code of Federal Regulations (the ~~%Discount Safe Harbor~~), CSF informs each GPO Member in the Member Agreement and in the Annual Notice of its obligations to report discounts arising pursuant to the GPO Agreements (including Subchapter T Distributions) and certain other information upon request. CSF also refrains from doing anything that would impede the GPO Member's ability to meet its reporting obligations.

1.4 Vendor desired to provide the items or services listed on Exhibit B to the GPO Members pursuant to the terms of this Agreement (the ~~%Products or Services+~~). Exhibit B identifies the manufacturer or supplier of the Products or Services if other than Vendor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

ARTICLE 2: INCORPORATION OF RECITALS, EXHIBITS, ETC.

The parties agree that the recitals are true and correct, and are hereby incorporated. The parties also agree that any referenced exhibits, schedules, documents, or instruments are hereby incorporated.

ARTICLE 3: GENERAL COVENANTS

3.1 Compliance Representation. Vendor and the Products or Services shall adhere to all applicable Federal, state, and local laws, rules, and regulations.

3.2 Federal Health Care Program Exclusion. Vendor's owners, officers, and employees are not sanctioned individuals or companies. Vendor has not been listed by any federal agency as barred, excluded, or otherwise ineligible for participation in federally funded health care programs.

3.3 Medicare Cost Certification. To the extent applicable, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, Vendor shall make available the Agreement, and the books, documents, and records (collectively, the ~~%Records+~~) of Vendor that are necessary to certify the nature and extent of costs incurred by the GPO Members. The Records shall be available until the expiration of four years after the furnishing of Products or Services under this Agreement. Vendor shall have a similar provision in all subcontracts, if any, for providing Products or Services under this Agreement.

3.4 Purchase Level Commitment. The Purchase Level Commitment for this Agreement is ___%. If any individual GPO Member breaches the Purchase Level Commitment, such GPO Member shall be denied access to the pricing and other benefits contained in this Agreement without the prior written approval of Vendor.

3.5 Line Item Pricing. The price per item or service is included in Exhibit B. Such price shall be applicable to all GPO Members and shall be fixed for the term of this Agreement. Vendor shall invoice GPO Members directly and GPO Members are solely responsible for payment of such invoices.

3.6 Return Goods and Product Recall Policies. Vendor's return goods and product recall policies are included in Exhibit C.

3.7 Additional Terms and Conditions. Additional terms and conditions are included in Exhibit D.

3.8 Administrative Fees. Vendor shall pay CSF an Administrative Fee calculated based on each purchase made by the GPO Members pursuant to this Agreement specified in Exhibit E. Vendor shall calculate and pay Administrative Fees on a quarterly basis within 45

days of the end of each quarter. Vendor shall also include any other incentives (i.e., additional volume incentives, large per order incentives, etc.) or value-added enhancements, if any, in Exhibit E.

3.9 Failure to Supply Products or Services. If Vendor is unable to supply the Products or Services for any reason on a timely basis, the GPO Members shall be able to purchase substitute products or services without violating the terms of this Agreement. If the Purchase Level Commitment specified in Section 3.4 is greater than 75%, Vendor shall be liable for the price differential paid by the GPO Member for such substitute products or services. Additionally, Vendor's repeated failure to provide the Products or Services on a timely basis shall be a breach of this Agreement.

3.10 Distribution. CSF's preferred distributor for the Products is LeeSar Regional Service Center (LeeSar). LeeSar is an affiliate of CSF, and is controlled by certain of the Controlling GPO Members (except for and the Health Care Authority of the City of Huntsville). Purchases made by LeeSar that are distributed to GPO Members shall constitute purchases by such GPO Members for purposes of this Agreement. If Vendor wishes to use LeeSar for the distribution of the Products, the terms and conditions of the distribution of the Products by LeeSar shall be as set forth in a separate distribution agreement (and LeeSar's standard agreement is available on request).

3.11 Vendor Liability Insurance. Vendor shall carry commercially reasonable insurance, and shall provide all information reasonably requested by CSF relating to such insurance. If requested by CSF, each policy shall contain a provision requiring 30 days notice to CSF of cancellation, reduction or non-renewal. If requested by CSF, Vendor shall name CSF as an additional insured under the policy and shall provide CSF with notice of any reduction or termination of such coverage within 48 hours of such reduction or termination.

3.12 Non-disclosure. Each party shall not use or disclose to any unauthorized person any confidential or proprietary information relating to the business or affairs of the other party, except pursuant to the express written consent of the other party, court order, or as required by law. Notwithstanding the foregoing, CSF shall have the right to disclose all pertinent information regarding this Agreement, including but not limited to pricing information, to the GPO Members, pricing consultants, GPO Members or CSF's attorneys or auditors, and as part of pricing surveys. Additionally, because many of the Controlling GPO Members are governmental entities, CSF complies with Florida's public record laws which may require the disclosure of information to the public upon request.

3.13 Implementation Plan. To the extent this Agreement involves extensive implementation activities, each party shall agree on an implementation plan prior to this Agreement being effective.

3.14 Circumvention. During the term of this Agreement, Vendor shall only sell, market, or price the Products or Services to the GPO Members pursuant to the terms of this Agreement and shall deal exclusively with CSF for such purposes as agent for the GPO Members.

3.15 Clinical Acceptability and Technological Advancements. Any Products or Services that are no longer clinically acceptable (as reasonably determined in good faith by the GPO Members) shall be excluded from this Agreement for such GPO Member. Additionally, unless agreed otherwise by the GPO Members, all Products or Services shall be state of the art

and include all clinical technological advancements. This Section shall not apply if this Agreement is terminable without cause on 60 (or less) days notice.

3.16 Market Erosion and Best Available Pricing. To the extent the marketplace for the Products and Services soften and prices erode, Vendor shall adjust the line item pricing and/or the Administrative Fees to maintain the market competitiveness of this Agreement. Additionally, to the extent Vendor offers another customer lower line item pricing for the Products or Services, Vendor shall adjust the line item pricing to CSF and its GPO Members to such lower amount. This Section shall not apply if this Agreement is terminable without cause on 60 (or less) days notice.

3.17 Own Use. The GPO Members shall acquire the Products or Services for their own use, and shall not resell such Products or Services.

ARTICLE 4: INDEPENDENT CONTRACTOR

Each party shall be regarded as an independent contractor for all purposes, including, without limitation, income tax and employment tax purposes, and shall represent such status to third parties. Neither party shall withhold any portion of the other's compensation for income, employment, or other tax purposes. Neither party shall provide health, workman's compensation, or unemployment insurance, or any other benefits to the other. This Agreement shall not make either party an agent, employee, partner, or joint venturer of or with the other, and neither party shall bind or transact business in the other's name, or make representations or commitments on the other's behalf without prior written approval.

ARTICLE 5: TERM AND TERMINATION

5.1 Term. Unless earlier terminated, this Agreement shall be for a term of ___ year(s), beginning on the Effective Date. This Agreement shall automatically renew for successive 1 year terms unless either party provides written notice to the other party of its intention to terminate at least ___ days prior to the expiration of the then current term.

5.2 Termination by Notice. This Agreement shall continue until either Vendor or CSF elects to terminate after first giving not less than ___ calendar days written notice to the other party of intention to terminate.

5.3 Termination upon Breach. In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 30 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to the other party.

5.4 Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality, indemnification, and noncompetition.

5.5 Payments upon Termination. If this Agreement is terminated for any reason, Vendor shall pay to CSF accrued but unpaid amounts through the date of termination. CSF shall repay to vendor any unearned discounts or other remuneration, if any. Such payment

shall be in full and complete discharge of any and all liabilities or obligations of CSF to Vendor under this Agreement, and Vendor shall be entitled to no further benefits under this Agreement.

ARTICLE 6: STANDARD PROVISIONS

6.1 Remedies. In the event of a breach of this Agreement, the parties acknowledge that the injury to the other party would be irreparable, and the monetary amount of damage therefrom would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief, without bond or with a nominal bond if allowed by law.

6.2 Avoidance of Violations; Modification. Notwithstanding any provision of this Agreement, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations including, without limitation, 42 U.S.C. § 1320a-7b(b) (the ~~Federal~~ Anti-Kickback Law). Each party shall use best efforts to comply with any applicable safe harbors to the Federal Anti-Kickback Law or similar laws (including Stark, etc.).

6.3 Fair Market Value Remuneration; Anti-kickback. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services or purchased items.

6.4 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to Vendor, to:

Vendor's Address (which may be changed upon notice to CSF)
Attn: _____

If to CSF, to:

CSF's Address (which may be changed upon notice to CSF)
Cooperative Services of Florida
Attn: Rita Lee
401 Leonard Blvd. North
Lehigh Acres, FL 33982

with a copy to:

Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
Attention: J. Hugh Middlebrooks

6.5 Indemnification. Vendor (the ~~%Indemnitor~~) shall indemnify and hold harmless CSF, GPO Members, and their affiliates, officers, directors, agents, and employees (collectively, the ~~%Indemnitee~~) for all claims, liabilities, damages, or judgments based on the negligent or wrongful conduct of Indemnitor or its affiliates, officers, directors, agents, or employees. This provision shall survive the termination of the Agreement.

6.6 Amendment. No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

6.7 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned by CSF to an entity controlling, controlled by, or under common control with CSF, without Vendor's consent.

6.8 Entire Agreement. This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

6.9 No Third Party Rights. This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

6.10 Severability. If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

6.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

6.12 Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

6.13 Interpretation. Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

6.14 Prevailing Party Entitled to Attorneys' Fees and Costs. With regard to any legal disputes arising out of or related to this Agreement, the prevailing party shall receive from the non-prevailing party(ies) all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorneys' fees, whether from the initial request for redress or through trial, appeal, and collection.

6.15 Waiver of Compliance. Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

6.16 Applicable Law and Courts. This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or in the United States District Court for the Middle District of Florida.

6.17 Cooperation. The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

6.18 Force Majeure. Vendor shall not be responsible for a failure or delay to perform its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond Vendor's reasonable control, including without limitation, governmental interference or orders, fire, flood, accident, war, an act of terrorism, the failure of a commercial delivery service or the United States Postal Service to timely deliver documents or packages, and an act of God. Vendor shall use reasonable efforts to remedy such circumstances as soon as possible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

CSF

By: _____ Date: _____
Name: Bob A. Simpson
Title: President and CEO

VENDOR

By: _____ Date: _____
Name: _____
Title: _____

JHM-509922.7

EXHIBIT A
Participating Member and Facility List

Lee Memorial Health System (EIN: 59-0714812)	
Lee Memorial Hospital 2776 Cleveland Avenue Ft. Myers, FL 33901	HealthPark Medical Center 9981 HealthPark Circle Ft Myers, FI 33908
The Children's Hospital of Southwest Florida 9981 HealthPark Circle Ft. Myers, FL 33908	Gulf Coast Medical Center Lee Memorial Health System 13681 Doctor's Way Fort Myers, FL 33912
Lee Memorial Hospital Outpatient Surgery Center 8960 Colonial Center Drive Fort Myers, Florida 33905	Regional Cancer Center Pharmacy 8931 Colonial Center Drive Fort Myers, FL 33905
The Rehabilitation Hospital 2776 Cleveland Avenue Ft. Myers, FL 33901	Lee Memorial Health System Radiology 12600 Creekside Lane Fort Myers, FL 33919
Lee Memorial Health System Employee Pharmacy 636 Del Prado Boulevard Cape Coral, Fl. 33990	Lee Memorial Health System Radiology 16281 Bass Road Fort Myers, FL 33908
Advanced Heart Center 14051 Metropolis Ave. Ft. Myers, FL 33912	Access Infusion 11220-31 Metro Parkway Fort Myers, FL 33908

Physicians/Clinics (60) locations . upon request specific locations provided

Cape Memorial Hospital, Inc. (EIN: 65-0666516)	HealthPark Care Center, Inc. (EIN: 65-0319983)	Lee Memorial Home Health, Inc. (EIN: 59-2186101)
Cape Coral Hospital 636 Del Prado Boulevard Cape Coral, Fl. 33990	HealthPark Care Center 16131 Roserush Court Ft. Myers, FI 33908	Lee Memorial Home Health 2776 Cleveland Avenue Ft. Myers, FL 33901

Sarasota County Public Hospital District d/b/a (EIN: 59-6012500)	
Sarasota Memorial Hospital 1700 S. Tamiami Trail Sarasota, FL 34239	Bayside Center for Behavioral Health 1650 S. Osprey Avenue Sarasota, FL 34239
Waldemere Medical Plaza 1921 Waldemere Street Sarasota, FL 34239	Sarasota Memorial Care Center Bee Ridge, 5682 Bee Ridge Road Sarasota, FL 34239
Community Medical Clinic 1700 So. Tamiami Trail Sarasota, FL 34239	North Port After-Hours Care Center North Port Clinic Shoppes 14999 Tamiami Trail North Port, FL 34287
Outpatient Imaging/Breast Health Center FDA Certified Mammography Facility Waldemere Medical Plaza 1921 Waldemere Street Sarasota, FL 3423	Women's Diagnostic Center FDA Certified Mammography Facility 1801 Arlington Street Sarasota, FL 34239
Sarasota Memorial Hospital Health Care 6075 Rand Boulevard, Suite 2 Sarasota, FL 34238	BlackBurn Point Pain Care 929 South Tamiami Trail Osprey, Fl. 34229-0000

Sarasota County Public Hospital District d/b/a (EIN: 59-6012500)	
Sarasota Memorial Eastgate Rehabilitation Services 943 So. Beneva Road Sarasota, FL 34232	Sarasota Memorial Gulfgate Rehabilitation Services 6130-A Tamiami Trail Sarasota, FL 34231
Sarasota Memorial Southgate Rehabilitation Services 3530 So. Tamiami Trail Sarasota, FL 34239	Sports Medicine Center at Sarasota Memorial Hospital 4937 Clark Road Sarasota, FL 34233
Sports Medicine Center at The Evalyn Sadler Jones Sarasota Family YMCA 8301 Potter Park Drive Sarasota, FL 34238	Sarasota Memorial Lakeside Terrace Skilled Nursing Center 5640 Rand Boulevard Sarasota, FL 34238
Sarasota Memorial Hospital Walk In Clinic 6130 S. Tamiami Trail Sarasota, FL 34231	Pain Care Center of Sarasota Memorial Health Care At Gulf Gate 5880 Rand Blvd., Suit 206 Sarasota, FL 34238
Sarasota Memorial Ambulatory Care Heritage Harbour 1040 River Heritage Blvd Bradenton, FL 34212-6348	North Port Medical Plaza 2345 Bobcat Village Center Road North Port, FL 34288
Sarasota Memorial Hospital Walk In Center 2401 University Pkwy Ste. 105 Sarasota, FL 34243	The Cape Outpatient Surgery Center 941 Waldemere Street Sarasota, FL 34239

Healthcare Authority of Athens and Limestone County d/b/a (EIN: 63-6002175)	Colbert County N.W. Alabama Healthcare Authority d/b/a (EIN: 63-0288825)	
Athens-Limestone Hospital 700 West Market Street Athens, AL 35611	Helen Keller Hospital 1300 South Montgomery Avenue Sheffield, AL 35660	Red Bay Hospital 211 Hospital Road Red Bay, AL 35582

The Healthcare Authority of the City of Huntsville d/b/a (EIN: 63-0845288)		
Huntsville Hospital 101 Silvey Road Huntsville, AL 35801	Huntsville Hospital Employee Health 101 Silvey Road Huntsville, AL 35801	Huntsville Hospital Pharmacy W&C 911 Big Cove Road Huntsville, AL 35801

Central Florida Health Alliance, Inc. d/b/a (EIN: 33-1197054)	
Leesburg Regional Medical Center 600 East Dixie Avenue Leesburg, FL 34748	The Villages Regional Hospital 1451 El Camino Real The Villages, FL 32159
Alliance Urgent Care (Riverside) 3631 W Burleigh Blvd Tavares, Florida 32778	OHME Rehab 700 N Palmeto Street Leesburg, FL 34748
LRDSC 601 East Dixie Ave Leesburg, FL 34748	The Villages Regional Hospital Out Patient 8900 NE 134 th Ave Lady Lake, FL 32159

OTHER	
Hope Hospice and Community Services, Inc (EIN: 59-2128697) 9470 Health Park Circle Fort Myers, FL 33908	Bonita Community Health Center (EIN: 59-3544102) 3501 Health Center Boulevard Bonita Springs, FL 34135
Shell Point (EIN: 20-98293409) 15101 Shell Point Blvd Fort Myers, FL 33908	Lee County Board Of County Commissioners 14752 Six Mile Cypress Fort Myers, FL 33912

EXHIBIT B
Products or Services
And
Line Item Pricing

(See attached EXCEL)

EXHIBIT C
Return Goods and Product Recall Policies

EXHIBIT D
Additional Terms and Conditions

Minimum order requirement (cases)	
Freight (FOB Origin or FOB Destination)	
Freight Charges (Paid by Vendor, LeeSar or Patron)	
Storage Requirements (i.e., refrigerated, controlled temperature, humidity etc.)	
Requirements for Special Order/Drop Shipments	
Purchasing Card (PCard) Acceptance (Y/N) <i>Note- preferred method of payment</i>	
Payment Terms	
Early Payment Incentives	
Tracing Fees (Y or N; define)	
Other dealer margin funding (% and/or \$)	
Vendor Managed Inventory (Y or N)	
Internet/EDI Purchase Order Processing	
Buy bulk incentives (Y or N; define)	
Price Protection for life of contract (Y or N)	
Re-Stocking Fees (Y or N and %)	

EXHIBIT E
Administrative Fees
And
Additional Incentives

Administrative Fees:

Vendor shall pay CSF ___% of net purchases made by the Patrons pursuant to this Agreement (the Administrative Fee). Vendor shall calculate and pay Administrative Fee on a quarterly basis within 45 days of the end of each quarter.

Additional Incentives:

Vendor shall submit to Cooperative Services of Florida, Inc. the following information with the Administrative Fee and Additional Incentives checks:

Time period for the check

Sales detail (by hospital) - which should include product #, Product description, Units and Sales \$ (hard copy and in Excel format)

All Administrative Fee and Additional Incentives checks and supporting documents should be sent directly to:

Gayle Reynolds
VP -Finance
Cooperative Services of Florida
5597 8th Street West
Lehigh Acres, FL 33971
greynolds@leesar.com
Phone# 239-303-3407

With a copy of the electronic back up to Rita Lee at - rlee@csofl.com)