

## PURCHASED SERVICES AGREEMENT

*Short Form Service (non-clinical)*

This Services Purchase Agreement (the “Agreement”) is entered into effective as of the \_\_\_ day of [Month], [Year] (the “Effective Date”) by and between Saint Luke’s Health System, Inc. (“Saint Luke’s”), a Kansas nonprofit corporation, on its behalf and on behalf of the Buyers, and [Company Name] (“Company”) a [entity type].

Company expressly acknowledges and agrees that this Agreement is entered into by Saint Luke’s for its benefit and for the express, intended benefit of its facilities, hospitals, subsidiaries and affiliates (each a “Buyer” and collectively the “Buyers”), (ii) each of the Buyers shall be and constitute an intended third party beneficiary of the representations, warranties, covenants and agreements of the Company contained herein, and (iii) each of the Buyers shall be entitled to enforce the terms and provisions of this Agreement to the same extent as Saint Luke’s and all of Saint Luke’s rights hereunder shall apply to the Buyers. Nothing contained herein shall be considered a guarantee of purchase by Saint Luke’s or any Buyer. Company agrees that Saint Luke’s may purchase Services hereunder on behalf of Buyers.

1. Services; Pricing; Payment. Company shall sell and make available to Saint Luke’s the non-clinical services set forth on Exhibit A attached hereto and incorporated herein (“Services”). Services shall be performed at those locations and during times specified by Saint Luke’s. Exhibit A shall set forth the pricing for Services, applicable rebates and/or discounts, performance metrics, and such other terms as may be agreed to by the parties. All prices set forth on Exhibit A are complete and shall remain firm for the Term. Saint Luke’s shall pay conforming and undisputed invoices for Services in full within sixty (60) days after the receipt of the invoice.

2. Orders; Acceptance. Saint Luke’s may place an order at any time for Services utilizing a purchase order (“Purchase Order”). Company shall perform the Services in accordance with the terms of this Agreement, the terms of the Purchase Order and in accordance with the timeframes (and during such days and times) set forth within the Purchase Order. There shall be no minimum purchase requirements applicable to Saint Luke’s. If there is any conflict between the terms of the Purchase Order and the terms of this Agreement, the terms of this Agreement shall govern. Saint Luke’s may cancel or alter a Purchase Order at any time before Company’s performance of the Services at no cost to Saint Luke’s. Following performance of Services Company shall certify in writing that the Services are ready for acceptance review (such review shall include a review of any deliverables). Saint Luke’s shall, within a reasonable amount of time after receipt of such certification, conduct acceptance review, which means to review services and any deliverables and/or work product of the Services to determine whether the Services provided meet the provided documentation, specifications and warranties, and perform the functions identified in the applicable Purchase Order, or other document defining the Services to be rendered. In the event the Services fail to meet the above requirements and fulfill the identified specifications, Company shall re-perform the Services (and reproduce any non-accepted deliverables) without additional cost to Saint Luke’s. Services not so rejected shall be deemed to be accepted (“Acceptance”).

3. Term and Termination. This Agreement commences on the Effective Date and continues for a period of [redacted] thereafter (the “Term”). Either party may terminate this Agreement any time upon thirty days’ prior written notice to the other party.

4. Confidentiality. Each party shall keep strictly confidential all Non-Public Information disclosed by either party. “Non-Public Information” shall include the terms of this Agreement and all information disclosed by the parties, inclusive of purchasing information and characteristics. Each party shall use best efforts to return any confidential information to the disclosing party upon request. Saint Luke’s and Company may freely disclose this Agreement internally within their respective organizations. Company agrees that it shall not, without prior written consent of Saint Luke’s in each instance, use in advertising, publicity, or otherwise the name of Saint Luke’s, or any Buyer, partner or employee of Saint Luke’s, nor any trade name, trademark, trade device, or simulation thereof owned by Saint Luke’s, or represent, directly or indirectly, that Services have been approved, recommended, certified, or endorsed by Saint Luke’s or any Buyer. Company agrees that if Saint Luke’s determines that Company qualifies as a business associate under the Health Insurance and Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. §1320d, et seq., and the regulations promulgated there under (“HIPAA”), Company shall execute a Business Associate Agreement (“BAA”) in the form provided by Saint Luke’s.

5. Indemnity; Insurance. Company shall indemnify, defend and hold harmless Saint Luke's and its affiliates and subsidiaries (inclusive of Buyers), and their respective directors, officers, medical staff, agents, and employees (each, a "Saint Luke's Indemnitee") from and against any third party claims, demands, investigations, suits, or causes of action (each, a "Claim") asserted against any Saint Luke's Indemnitee with respect to actual or alleged losses, liabilities, injuries, deaths, damages, fines, penalties, costs, expenses, and damages (including attorneys' and other professionals' fees and expenses incurred by any Saint Luke's Indemnitee and/or Company in connection with the defending against the subject Claim), relating to or arising out of: (i) breach by Company or its employees, agents, subcontractors or assigns (collectively herein "Agents") of any of the representations, warranties or other terms of the Agreement or non-compliance with any federal, state or local law, rule, regulation or ordinance; (ii) acts or omissions of Company or its Agents that are negligent, willfully wrongful, or in violation of the Agreement or applicable laws; (iii) any person filing any lien against any property of Saint Luke's or any claim or lawsuit against Saint Luke's which the person claims payment from Saint Luke's for Services to Saint Luke's by Company or any Agent; (iv) any claims or liability for wages, workers' compensation or unemployment compensation owed to Company employees, or payroll or related taxes or other governmental charges related to the performance of the Services; (v) any claims or liabilities for employee benefits related to the performance of the Services by Company or any Agent; and/or (vi) any claim arising out of or relating to Company or its employees' or agents' release, use or transmittal of data in violation of this Agreement or any BAA. During the Term and for 5 years thereafter, Company shall, as applicable, self-insure and/or maintain commercial general liability insurance written on an occurrence form, insuring against damages because of bodily injury, including death, property damage and personal and advertising injury and include without limitation, coverage for blanket contractual liability, broad form property and fire damage legal liability, and premises and operations liability. The minimum limits of insurance shall be \$1,000,000 per occurrence, \$3,000,000 general annual aggregate and \$3,000,000 products/services and completed operations annual aggregate. Company shall maintain workers' compensation insurance as required by law.

6. Regulatory Compliance. Each party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement. The purpose of the Agreement is to enter into a commercially reasonable and fair market value arrangement. The parties in good faith believe that this Agreement fully complies with the provisions of 42 U.S.C. 1320a-7b (the Medicare/Medicaid "Anti-Kickback Statute"). Neither Saint Luke's nor Company are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or other federal or state health care programs; pricing hereunder does not take into account the volume or value of any referrals or business otherwise generated between the parties. The parties shall comply with the reporting requirements of 42 C.F.R. §1001.952(h), regarding "safe harbor" protection for discounts under the Anti-Kickback Statute and the "safe harbor" regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. 1001.952(j), as applicable. Company warrants that any discount or rebate provided to Saint Luke's satisfies the requirements of the Anti-Kickback Statute Safe Harbor at 42 C.F.R. §1001.952(h) and (j). Company shall disclose to Saint Luke's on each invoice the amount of any discount or rebate relating to the Services. The parties agree to comply with all applicable laws, rules and regulations, including but not limited to, those laws prohibiting payment for referrals. Company represents and warrants that neither it, nor any of its employees, agents or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). If at any time during the Term, Company: (i) is charged with a criminal offense related to Federal Health Care Program or is proposed for exclusion from participation in Federal Health Care Program or procurement or nonprocurement programs; or (ii) has notice that any of its directors, officers, employees or Agents has been charged with a criminal offense related to Federal Health Care Program or is proposed for exclusion, Company agrees to notify Saint Luke's immediately, and Saint Luke's shall have the right to terminate the Agreement immediately upon notice to Company. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. If Company is excluded from any Federal Health Care Program and fails to immediately notify Saint Luke's, Company agrees to indemnify Saint Luke's and each Buyer for any sanctions, penalties, or fines incurred under the federal Civil Monetary Penalty Law (Section 1128A of the Social Security Act), the Health Insurance Portability and Accountability Act of 1996 or the Balanced Budget Act of 1997, as a result of Saint Luke's entering this Agreement with Company. To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated there under are applicable to this Agreement, Company and the organizations related to it, if any, performing any of the duties pursuant to this Agreement valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period shall, until four (4) years after the furnishing of Services pursuant to this Agreement, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between Company and Saint Luke's for Services to any contract or agreement between Company and such related organizations, as well as the books, documents and records of Company and its related organizations, if any, which are necessary to verify the cost of the Services provided.



7. Representations and Warranties. Company warrants and represents that Services performed by Company or by a permitted subcontractor or agent of Company shall be performed on a professional basis, consistent with the best practices in the industry and in a diligent, workmanlike, and expeditious manner. Company acknowledges that time is of the essence for all Services provided hereunder. Company represents and warrants that all Company employees, personnel, agents or contractors performing Services shall be trained, experienced, professional, and where applicable, licensed, certified and bonded, to perform the services and shall comply with all applicable federal and state laws in the performance of Services. Company warrants that it shall, and that its performance of Services shall comply with all federal, state and local laws, rules, ordinances and regulations (inclusive of, but not limited to, all safety regulations applicable to the Services including regulations of the Occupational Safety and Health Administration and all environmental regulations of the state and federal environmental protection authorities). Company warrants to Saint Luke's that Company has and shall continue to have for the Term of this Agreement, good title to any deliverables and/or work product delivered to Saint Luke's and without violating the property rights or interests of any third party inclusive of the intellectual property contained therein. Company hereby acknowledges and agrees that Company is solely responsible for the selection of means, methods, equipment and procedures to perform the Services in compliance with all applicable safety laws, ordinances, and regulations. Saint Luke's contracts with a third party contractor (RepTrax) that provides vendor credentialing services. Company represents that it and its employees and agents shall cooperate and abide by with the credentialing process.

8. Miscellaneous. All notices under this Agreement shall be given in writing to the party's address on the signature page hereto. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. Any dispute arising out of, related to or in connection with the Agreement shall be governed by, and the Agreement shall be construed under, the laws of the State of Missouri, without giving effect to any choice of law or conflict of laws principles that would result in the application of the laws of any other state. The failure of a party to enforce any right or provision of the Agreement shall not be construed as a waiver of such right or provision or a waiver by such party to thereafter enforce such rights or provisions or any other rights or provisions under the Agreement. If any term, condition or provision of the Agreement is held to be unenforceable for any reason, it shall be interpreted to achieve the intent of the parties to the Agreement to the extent possible rather than voided. In any event, all other terms, conditions and provisions of the Agreement shall be deemed valid and enforceable to their full extent. All rights and remedies of each party to the Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under the Agreement or applicable law. Each party shall be considered to be an independent contractor hereunder. The relationship between the parties hereto shall not be construed to be that of employer and employee, or to constitute a partnership, joint venture or agency of any kind. Neither party shall have the right to bind the other party to any contract or other commitment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto. Sections 4 through 8 of this Agreement shall survive the expiration or termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their authorized representative as of the Effective Date set forth above.

SAINT LUKE'S HEALTH SYSTEM, INC.

[COMPANY NAME]

By: Michael D. Darling, RN, CMRP  
Vice President of Supply Chain

By: [Name]  
[Title]

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

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

Notice Address:

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
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Attn:

Attn:

**EXHIBIT A**

**Services**