

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages: 26 (including  
appendices and schedules)

Agreement Number: 12151

Expiration Date: November 20, 2017 - with  
two optional one year renewals

Department: Administration

Registered Agent: CT Corporation System

Address: 150 Fayetteville Street, Box 1011  
Raleigh, NC 27601

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Premier Healthcare Alliance LP (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Room 425, Madison, WI 53703-3345, desires to enter into an agreement with PROVIDER for the purpose of gaining access to PROVIDER's group purchasing program for pharmaceuticals, medical equipment and supplies and related products and services to provide a means for COUNTY's Badger Prairie Health Care Center and other COUNTY departments or agencies to procure pharmaceuticals, medical equipment and supplies and related products and services at reduced cost through group purchasing; and

**WHEREAS** PROVIDER, whose address is 13034 Ballantyne Corporate Place, Charlotte, NC 28277, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. AGREEMENT DOCUMENTS/ORDER OF PRECEDENCE.

A. This Agreement shall consist of this signed 26 page County of Dane Purchase of Services Agreement and the following documents which are incorporated herein by reference as if fully set forth (collectively, the "Agreement Documents"):

1. Premier Technical Proposal, dated 1/21/2014
2. Premier Cost Proposal, dated 1/21/2014
3. Premier response to clarification request dated 2/4/2014
4. Premier response to clarification request dated 2/7/14
5. Premier response to clarification request dated 2/17/14
6. Premier summary from call dated 4/25/2014
7. Premier response to clarification request dated 5/12/2014
8. Premier letter of participation dated 11/6/14
9. Dane County RFP #113102, dated 12/2/2013
10. Dane County RFP #113102, Addendum #1, dated 12/19/2013
11. Dane County RFP #113102, Addendum #2, dated 1/6/2014
12. Dane County RFP #113102, Addendum #3, dated 1/13/2014

The Agreement Documents constitute the entire the entire agreement between the PROVIDER and the COUNTY and shall collectively be referred to as the "Agreement" or the "Purchase of Services Agreement."

- B. In the event of a conflict between a provision of this Purchase of Services Agreement and any other agreement document, this Purchase of Services Agreement shall control. All other Agreement Documents control in the order listed in Section I.A. above except that no provision contained in Premier Technical Proposal, dated 1/21/2014; Premier Cost Proposal, dated 1/21/2014; Premier response to clarification request dated 2/4/2014; Premier response to clarification request dated 2/7/14; Premier response to clarification request dated 2/17/14; Premier summary from call dated 4/25/2014; or Premier response to clarification request dated 5/12/2014, shall alter or change any provision of the COUNTY's Standard Terms and Conditions set forth in Section 9.0 of the RFP unless such alteration or change is specifically included in this Agreement or as set forth in Schedule A which is attached hereto and incorporated herein by reference.
- II. TERM. The term of this Agreement shall commence as of the date by which the parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties.
- III. SERVICES.
- A. During the term of this Agreement, PROVIDER shall provide access to its group purchasing program for pharmaceuticals, medical equipment and supplies and related products and services in accordance with the terms and conditions set forth this Agreement, the RFP and PROVIDER's proposal in response to the RFP.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY. The PROVIDER shall not substitute key personnel assigned to this contract without providing notice to the COUNTY. PROVIDER will consult with COUNTY at its request regarding PROVIDER's key personnel; provided however, that PROVIDER shall have the final decision in all matters relating to its personnel. The PROVIDER's key personnel for this contract are Richard Schall, Vice President, Continuum of Care and Kevin Lee, Director Pharmacy Business Development, Continuum of Care.
- IV. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- V. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its material obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the material covenants or stipulations

of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement if PROVIDER fails to cure such breach within thirty (30) days after PROVIDER's receipt of written notice from COUNTY specifying in reasonable detail the nature of the alleged breach. Failure of COUNTY to fulfill any of its material obligations under this Agreement in a timely manner, or violation by COUNTY of any of the material covenants or stipulations of this Agreement, shall constitute grounds for PROVIDER to terminate this Agreement if COUNTY fails to cure such breach within thirty (30) days after COUNTY's receipt of written notice from PROVIDER specifying in reasonable detail the nature of the alleged breach.

- B. The following shall constitute grounds for immediate termination:
  - 1. Violation by PROVIDER of any applicable State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. Failure by PROVIDER to carry any applicable licenses or certifications as required by law.
  - 3. Failure of PROVIDER to comply in any material respect with any reporting requirements contained herein within 30 days after receipt of written notice from COUNTY identifying the requirement.
  - 4. Inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available. COUNTY will provide notice to PROVIDER of such termination as soon as reasonably possible.
- D. Upon termination of this Agreement, neither party shall be relieved of liability to the other for damages sustained by the other party by virtue of any breach of this Agreement.

## VI. PURCHASES.

- A. COUNTY acknowledges that PROVIDER is a group purchasing organization and agrees that any products or services purchased by COUNTY pursuant to this Agreement will be purchased directly from PROVIDER's suppliers who participate in PROVIDER's pharmaceutical products, medical equipment and supplies and related products and solutions program. The current Premier Contracted Suppliers are listed in "Appendix 1: List of Premier Contracted Suppliers". Such list may be updated by PROVIDER from time to time by addendum. This Agreement does not guarantee COUNTY will make any purchases.
- B. In accordance with the terms and conditions set forth in the RFP and PROVIDER's proposal in response to the RFP, COUNTY, in cooperation with the designated administrator, agrees to allow other public agencies ("Participating Public Agencies") access to this Agreement. PROVIDER shall allow eligible Participating Public Agencies to make purchases from PROVIDER's group purchasing program for pharmaceuticals, medical equipment and supplies and related products and services under the same terms and conditions as COUNTY.
- C. By entering into this Agreement, COUNTY makes no representations or guaranties with respect to any minimum purchases to be made by COUNTY or any Participating Public Agency.
- D. When making purchases pursuant to this Agreement, neither COUNTY nor any Participating Public Agency shall be bound by any term or condition that varies, amends,

modifies or adds terms and conditions to the provisions of this Agreement governing the sale of goods and services.

- E. The COUNTY shall not be liable or responsible for any costs, damages, expenses, fees, liabilities or other obligation arising out of any transaction between a Participating Public Agency and the PROVIDER or PROVIDER's suppliers or for any failure by a Participating Public Agency or PROVIDER or PROVIDER's suppliers to comply with procedures or requirements of any applicable law or obtain due authorization and approval necessary to make purchases under this Agreement.
- F. The parties acknowledge and agree that the products and services will be provided in accordance with the terms and conditions set forth in the supplier agreements in the PROVIDER group purchasing portfolio, which terms and conditions govern purchases by COUNTY and Participating Public Agencies under this Agreement. The parties further acknowledge and agree that in order to participate in PROVIDER's group purchasing program each participant must execute PROVIDER's membership application and related documentation.

VIII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

IX. INSURANCE AND INDEMNIFICATION.

- A. As between PROVIDER and COUNTY as lead public agency, PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives from and against any and all claims, demands, actions, loss (including, but not limited to, property damage, bodily injury and loss of life), expenses, damages, liabilities, costs (including but not limited to interest, penalties and reasonable expert and attorney fees) and judgments which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur, or be required to pay arising out of or substantially related to PROVIDER's breach of any representation, warranty, covenant or other obligation or duty contained in this Agreement; the furnishing of services by PROVIDER pursuant to this Agreement; the direct acts or omissions of PROVIDER in the performance or attempted performance by PROVIDER of the provisions of this Agreement; actual or alleged violations by PROVIDER of any provision of federal, state or local law related to PROVIDER's group purchasing program; or, any claim or action arising out of PROVIDER'S negligence or willful misconduct in the performance of its obligations under this Agreement, which cause or may cause the COUNTY or its boards, commissions, agencies, officers, employees and representatives, directly or indirectly, to incur any liability, loss, charge, cost, or expense. The provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement. This paragraph replaces Section 20.1 of the COUNTY's Standard Terms and Conditions set forth in Section 9.0 of the RFP.
- B. The PROVIDER'S RFP response (incorporated into this Agreement under Paragraph IA above), includes the PROVIDER's current template group purchasing agreement which contains the following indemnification provision. The COUNTY and the PROVIDER acknowledge that PROVIDER's template group purchasing agreement is subject to change, and that each group purchasing agreement is individually negotiated:

Indemnification. Seller hereby agrees to indemnify, defend and hold harmless Premier and each Participating Member and their respective affiliates, directors, officers, employees, agents, and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and

reasonable experts' and attorneys' fees) and judgments, in whatever jurisdiction brought, under either federal or state law, arising out of or substantially related to: (a) alleged bodily injury, wrongful death, property damage or any other damage or injury allegedly caused by in whole or in part, contributed to by or associated with any of the Products covered by this Agreement, (b) any alleged acts or omissions of Seller or its employees and agents acting under its control or supervision, (c) the alleged direct or contributory infringement of any intellectual property right, including any patent, trademark, copyright or trade secret right, by (i) any of the Products; (ii) the labels, labeling, packaging, instructions and other materials supplied therewith; or (iii) their contemplated uses; and (d) the alleged inducement of infringement of any such intellectual property right by Premier's inclusion of any of the Products in its approved list of products and its other normal business conduct related thereto.

- C. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of subparagraph A. above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

*Commercial General Liability.*

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

*Commercial/Business Automobile Liability.*

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

*Environmental Impairment (Pollution) Liability.*

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

*Workers' Compensation.*

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

*Umbrella or Excess Liability.*

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each

Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- D. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- E. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- X. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- XI. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XII. CIVIL RIGHTS COMPLIANCE. PROVIDER agrees to comply with all applicable Federal and state laws and regulations governing equal rights and affirmative action. At the time the PROVIDER and COUNTY entered into this Agreement, PROVIDER was exempt pursuant to Section 19.52 of the Dane County Code of Ordinances from taking the affirmative action measures itemized in Sections 19.58 through 19.64 of COUNTY's Affirmative Action Ordinance as more fully set forth below. This exemption does not relieve the PROVIDER of any obligation to undertake an affirmative action program that may be required by any federal or state law. This paragraph replaces Sections 16.1-16.4 of the COUNTY's Standard Terms and Conditions set forth in Section 9.0 of the RFP. If during the term of this Agreement, the PROVIDER is no longer entitled to such exemption, the affirmative action requirements of Ch. 19 Dane County Code of Ordinances and Sections 16.1-16.4 of COUNTY's Standard Terms and Conditions shall apply.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XIII. LIVING WAGE. At the time the PROVIDER and COUNTY entered into this Agreement, PROVIDER was exempt from the COUNTY's Living Wage requirements set forth in Section 25.015(1), Dane County Ordinances. This paragraph replaces Sections 27.0 – 27.02 of the COUNTY's Standard Terms and Conditions set forth in Section 9.0 of the RFP. If during the term of this Agreement, the PROVIDER is no longer entitled to such exemption, the living wage

provisions of Section 25.015(1), Dane County Ordinances and Sections 27.0 – 27.02 of COUNTY's Standard Terms and Conditions shall apply.

XIV. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XV. COMPLIANCE WITH FAIR LABOR STANDARDS.

A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Sections 25.015(11)(c) through (e) of the Dane County Ordinances.

XVI. CONFIDENTIAL AND PROPRIETARY INFORMATION. If the PROVIDER has asserted that material submitted in its response to the RFP is proprietary and/or confidential information which qualifies as a trade secret as that term is defined in Wis. Stat. § 134.90(1)(c), or is otherwise material that can be kept confidential under the Wisconsin Open Records Law, COUNTY will promptly notify the PROVIDER upon receipt of an open records request for disclosure of such information. COUNTY will not release such records without first affording the PROVIDER an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the PROVIDER. To the extent consistent with applicable law, the COUNTY shall cooperate in good faith with PROVIDER and use its best efforts to assist PROVIDER in preventing the release of such information. The PROVIDER acknowledges and agrees that if the PROVIDER shall fail to initiate legal action in a timely manner to defend the trade secret designation or be unsuccessful in its defense of that designation, COUNTY shall be obligated to and will release the records. This paragraph replaces Section 22.1 of the COUNTY's Standard Terms and Conditions set forth in Section 9.0 of the RFP.

XVII. MISCELLANEOUS.

A. Authority and Registered Agent. PROVIDER warrants that it has complied with any applicable requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.



- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained in this Agreement consisting of this Purchase of Services Agreement and the documents specifically incorporated by reference hereto. This Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Appendices and Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: 11/7/14

*Joan Ralph*  
 JOAN RALPH, Group Vice President, Premier

Date Signed: 11/7/14

*Richard T. Schall*  
 Richard T. Schall, Vice President, CoFC, Premier

**FOR COUNTY:**

Date Signed: 11-11-14

*Joseph Parisi*  
 JOSEPH PARISI, Dane County Executive

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

\_\_\_\_\_  
 SCOTT MCDONELL, Dane County Clerk

[print name and title, below signature line of any person signing this document]

## Schedule A

In addition any to changes the COUNTY's Standard Terms and Conditions specifically made within the attached Purchase of Services Agreement, COUNTY and PROVIDER further agree to the following with regard to the County's Standard Terms and Conditions:

Section 17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT shall read as follows:

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The PROVIDER guarantees that any goods sold to the COUNTY by PROVIDER were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The PROVIDER covenants that it will, at its own expense, defend every suit which shall be brought against the COUNTY (provided that such PROVIDER is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit. COUNTY acknowledges that with regard to any purchases it may make as a Participating Public Agency, Section 12.1 of PROVIDER's template group purchasing template provides indemnification by the applicable supplier for infringement. PROVIDER will make commercially reasonable efforts to assist COUNTY in enforcing this requirement on COUNTY's behalf through its supplier agreements.

Section 19.0 WARRANTY shall read as follows:

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0. COUNTY acknowledges that with regard to any purchases it may make as a Participating Public Agency, Section 12.2 of PROVIDER's group purchasing template contains product warranties. PROVIDER will make commercially reasonable efforts to assist COUNTY in enforcing this requirement on COUNTY's behalf through its supplier agreements.

Section 22.3 shall read as follows:

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County. This Section shall not apply to any of PROVIDER's copyrighted contract templates if provided to the COUNTY.

Section 27.05 shall be deleted:

~~27.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."~~



**Appendix 1 - List of Premier Suppliers as of 11/7/2014**

Supplier Name
3M Company
AAPER Alcohol & Chemical Company
Abbott Laboratories, Inc.
Abbott Nutrition
Abbott Vascular Devices
AbbVie US LLC
Acacia
Accord Healthcare Inc
Accuray, Inc.
AccuVein LLC
Actavis Pharma, Inc.
Action Bag Company
Acute Care Pharmaceuticals
Adroit Medical Systems Inc
Advance Medical Designs, Inc.
Advanced Biologics
Advanced Medical Innovations
Advanced Vascular Dynamics
Aesculap Implant Systems, Inc.
Aesculap, Inc.
Agamatrix Inc
Agfa Healthcare Corporation
AidaPak Services LLC
Air Liquide Healthcare
Airgas, Inc.
Akorn Inc
Akrimax Pharmaceuticals LLC
Alcon Laboratories Inc
Alere North America Inc.
All Medical Care
Allcare, Inc.
Allergan USA Inc
Alliance Laboratories
Alliance Tech Medical, Inc.
Alliant Healthcare
Alpha Medical Distributor Inc
Alvogen, Inc

Supplier Name
AMAG Pharmaceuticals Inc
Ambler Surgical Corp.
Ambu, Inc.
Amd-Ritmed, Inc.
American Contract Systems
American Health Packaging
American Medical Depot
American Regent Laboratories, Inc.
American Surgical Specialties Company
AmerisourceBergen Drug Corporation
Amgen Inc.
Amico Corporation
Amneal Pharmaceuticals, LLC
Amphastar Pharmaceuticals, Inc.
Anatomy Supply Partners
Andover Healthcare Inc
Angiodynamics Inc
ANIP Acquisition Company, Inc. dba ANI Pharmaceuticals, Inc.
Ansell Healthcare Products Inc
Aplicare, Inc.
Apollo Endosurgery
Apollo Safety
Apotex Corp.
APP Pharmaceuticals Inc
Applied Medical Resources Corporation
Aptalis
Arbor Pharmaceuticals Inc
ArjoHuntleigh Inc
Arkray USA
Arrow International Inc
ARUP Laboratories
Ascend Laboratories
ASD Specialty Healthcare
Aspen Surgical Products, Inc.
Astellas Pharma US, Inc.
Astrazeneca Pharmaceuticals LP
Augustine Temperature Management
AuroMedics Pharma LLC
Authentidate Holding Corp
Avid Medical Inc.
Avkare Inc.
B. Braun Medical Inc.
Bacterin International Inc
Baker Company, The
Bard Access System
Bard Medical Division

Supplier Name
Bard Peripheral Vascular Inc
Barrington Ventures
Bausch & Lomb Surgical, Inc.
Baxter Healthcare Corporation
Bayer HealthCare
Bear Facts Entertainment, LLC
Beaver Visitec International Inc
Beckman Coulter Inc
Becton, Dickinson and Company
Bedford Laboratories
Belimed, Inc.
Besse Medical
Best Medical International, Inc.
Beutlich Pharmaceuticals, LLC
BFFL Co., LLC
Bio Products Laboratory
Biocare
bioCSL
BioDerm, Inc
bioMerieux, Inc.
Biomet, Inc.
Bio-Rad Laboratories
BioSeal Systems
Biotest Pharmaceuticals Corporation
Biotronic
Biotronik, Inc.
Biovigil Healthcare Systems, Inc.
Birchwood Laboratories Inc
BiTech Medical
Boehringer Ingelheim Pharmaceuticals, Inc.
Boston Scientific Company
Bracco Diagnostics, Inc.
Braintree Laboratories Inc
Brasseler USA
Breckenridge Pharmaceutical Inc.
Briggs Medical Service Company
Bristol Myers Squibb US Pharm
Broadline Medical Inc
BSI Healthcare Audit Services, LLC
BSN Medical, Inc.
BTNX, Inc.
Buffalo Filter
Buffalo Hospital Supply
Busse Hospital Disposables
BZ Medical Inc
Cadwell Laboratories, Inc.

Supplier Name
Camber Pharmaceuticals Inc
Cangene bioPharma
Capital Inventory, Inc.
Cardiac Science Corporation
Cardinal Health 110 Inc
Cardinal Health 200, LLC
Cardinal Health P.R. 120, Inc.
Cardinal Health Speciality Pharmaceutical Services
Cardinal Health, Inc.
Care Line, Inc.
CareBorne LLC
CareFusion 211, Inc.
CareFusion 213, LLC
CareFusion 2200, Inc.
CareFusion 303, Inc.
CareFusion Solutions, Inc.
CareFusion, Inc.
Carestream Health Inc
Carolina Medical Products Company
Carolon Company
Case Medical, Inc.
Celgene Corp.
Centicare Corporation
Central Admixture Pharmacy Services, Inc.
Cepheid
Certol International, LLC
Cesar Castillo Inc
Cetylite Ind, Inc.
Charles Solana & Sons
Chemence Medical Products Inc
Chiesi USA, Inc
Christie Medical Holdings Inc
Cincinnati Sub-Zero Products, Inc.
CJPS Healthcare Supplies & Equipment
Clafin Co.
Claris Lifesciences Inc
Clear Advantage Collar
Clinical Innovations, Inc.
Clinton Industries, Inc.
Clorox Sales Company
CNF Medical
CNS Therapeutics
Coloplast Corp.
Compression Therapy Concepts
Conmed Corporation
Conmed Linvatec

Supplier Name
Contec
Contour Fabricators, Inc.
Contract Management Strategies
ConvaTec Inc
Cook Medical, Inc.
Cooper-Atkins Corporation
CooperSurgical, Inc.
Corflex, Inc.
Covidien Sales LLC
Covis Pharmaceuticals
Crucell Vaccines Inc
CSL Behring
Cumberland Pharmaceuticals Inc
Curasan Inc
CuraScript, Inc.
Customed USA, LLC
Dako North America, Inc
Dakota Drug, Inc.
Dana Products Inc
Dandle Lion Medical
Datex-Ohmeda, Inc.
Dava Pharmaceuticals Inc
Davol Inc.
DebMed USA, LLC
Dekroyft-Metz & Co. Inc.
Delta Pharmaceuticals Inc
DeNovo Products LLC
Deroyal Industries Inc
Designs For Vision, Inc.
Detecto Scale Co.
DFine Inc
Diagnostica Stago, Inc.
Diasol
DigiPath, Inc.
Discoverylabs
Divergent Medical Technologies
Diversey, Inc.
DJO Global
DM Systems
DMS Pharmaceutical Group Inc
Dr. Reddy's Laboratories, Inc.
Draeger Medical Inc
Drip Drop, Inc
Drogueria Betances, Inc.
Dudley Manufacturing
E M Adams Company, Inc.

Supplier Name
Eagle Pharmaceuticals, Inc
Eclat Pharmaceuticals LLC
Ecolab, Inc.
Edenbridge Pharmaceuticals LLC
Edwards Lifesciences LLC
Eisai Corporation Of North America
Ekla Corporation
Electrical Geodesics, Inc.
Electro Medical Equipment Co. (EME)
Electrochemical Oxygen Concepts Inc
Electromed Inc
Eli Lilly and Company
Elkay Plastics Co., Inc.
Emerge Medical Inc
Empower Spine
Encompass Group LLC
Endo Pharmaceuticals Inc
EndoChoice Inc
Energizer Battery Company
EP Technologies Inc
Ethicon, Inc. Ethicon Endo-Surgery,inc.
Exactech Inc
Exergen Corporation
EXP Pharmaceutical Services Corp.
EZ Way Inc
Faxitron Bioptics
Ferndale Laboratories, Inc.
Ferring Pharmaceuticals, Inc.
FFF Enterprises
First Healthcare Products, Inc.
Fischer Surgical Inc
Fisher & Paykel Healthcare, Inc.
Fisher Scientific Healthcare
Flexicare Inc.
Focus Health Group
Forest Laboratories, Inc.
Freedom Medical Inc
Fujifilm Medical Systems USA, Inc.
Fundanoodle
Future Health Concepts
G & W Laboratories Inc
Galen US Inc.
Gavis Pharmaceuticals LLC
GE Healthcare
GE Medical Systems
GE Medical Systems Information Technologies, Inc.



Supplier Name
Genentech USA Inc
GeneOhm Sciences Inc
Genesis Medical Products Inc
Genicon, LLC
GE-OEC Medical Systems, Inc.
Gericare Pharmaceutical Corp
Geritrex Corporation
Getinge USA Inc
Glaxosmithkline Inc.
Glenmark Generics Inc USA
Global Pharmaceuticals
GOJO Industries, Inc.
Golden Group International
Grace Medical, Inc.
Graphic Controls LLC
Great Basin Corporation
Greenstone LLC
Greiner Bio-One North America, Inc.
Grifols Biological, Inc.
GRx Inventory, LLC
gSource LLC
Guaranteed Returns
Guerbet LLC
Guldmann, Inc.
H2ORS, Inc
Haemonetics Corp.
Haldor USA Inc
Halozyme Therapeutics
Hamilton Medical, Inc.
Handicare USA
Harris Pharmaceutical Inc
HD Smith Wholesale Drug Co.
Health o meter Professional
Health Robotics Canada Inc
Healthpoint, Ltd.,dba Healthpoint Biotherapeutics
Heartland Medical Sales & Services, LLC
Helmer, Inc.
Hemcon Medical Technologies Inc
Hemosphere
Henry Schein, Inc.
Heritage Pharmaceuticals Inc
Hettich Instruments
Hill-Rom Company, Inc.
Hilton Publishing
Hi-Tech Pharmacal Co., Inc.
HNM Medical USA

Supplier Name
Hollister Incorporated
Hologic Inc
Homewood Health Care
Hospira Worldwide
Hosted PACS Solutions
Hovertch International
HR Pharmaceuticals, Inc
HTL-STREFA Inc
Hub Pharmaceuticals, LLC
Humco
Hygeia II Medical Group, Inc
Hygia Health Services, Inc.
IBA Molecular North America, Inc.
IC Medical
ICU Medical Sales, Inc.
I-Health, Inc
Immucor Inc
Infolab Inc
Innovative Healthcare Corporation
INSYS Therapeutics, Inc.
Integra Jarit Surgical Instruments
Integra Lifesciences Corporation
Integra Luxtec Inc
Integra Neurosciences
Integrated Medical Systems International Inc
International Technidyne Corporation
Intersurgical
Invivo Corporation
IRadimed Corporation
Irrimax Corporation
Isensix
Ivera Medical Corporation
J M Smith Corporation
J. T. Posey Company
J.A. Majors Company LTD
JM Blanco Inc
Joerns Healthcare Inc
Johnson & Johnson Health Care Systems, Inc.
Karl Storz Endoscopy-America, Inc.
KCI USA, Inc.
Kedrion BioPharma Inc
Kentec Medical, Inc.
Kerma Medical Products, Inc.
Kerr Prescription Packaging
Kimberly Clark Corporation
King Systems Corp.

Supplier Name
Kinray Inc
Kirby Lester LLC
Kit Check, Inc
KLS Martin LP
KMED Inventory
Konica Minolta Medical Imaging USA, Inc.
Konsyl Pharmaceuticals, Inc.
Kowa Pharmaceuticals America, Inc
Kreisers, Inc.
Kremers Urban Llc.
KVK-Tech, Inc.
Laboratory Corporation of America Holdings
Laboratory Environment Support Systems, Inc.
Laboratory Supply Company, Inc.
Laborie Medical Technologies Corp.
Landauer Inc
Lannett Company, Inc.
Lantheus Medical Imaging
Lanx Inc
Laser Engineering
LDI Corporation
Legend Medical Devices Inc
Leica Microsystems, Inc.
Lemaitre Vascular Inc
LifeCell Corporation
LifeNet Health
Lifesync Corporation
Linde Gas North America LLC
Linnet Americas
LMA North America, Inc
LSL Industries, Inc.
Lucina Advanced Care
Lumara Health
Lumenis
Major Pharmaceuticals
Mallinckrodt Inc.
Mallinckrodt Pharmaceuticals
Manage Resource Group
Mantua Mfg. Co
Maquet Medical Systems USA
Marian Medical, Inc.
Marpac Inc
Masimo Americas
MaxiFlex LLC
McAuley Medical Inc
McKesson Automation, Inc.

Supplier Name
McKesson Medical Surgical
McKesson Packaging
McKesson Pharmaceutical
Mead Johnson & Company, LLC
Mectra Labs, Inc.
Meda Pharmaceuticals
Med-Dyne
Medefil, Inc.
Medegen Medical Products, LLC
Medela, Incorporated
Medgluv, Inc.
Medgyn Products, Inc.
Medic Vision Imaging Solutions Ltd
Medical Action Industries Inc
Medical Components Inc
Medical ID Solutions
Medical Imaging Solutions International
Medical Optics, Inc.
Medical Specialties Distributors, Inc.
Medical Technology Associates, Inc
Medicines Company, The
Medicure Pharma, Inc.
MedImmune Inc
Medite, Inc.
Medi-Tech International Corporation
Medivators Inc
Medline Industries Inc
Medtech Products Inc
MedTextile
MedTox Diagnostics
Medtronic Inc.
Merck Sharp & Dohme Corp
Meridian Bioscience Corporation
Merit Medical Systems, Inc.
Methapharm, Inc.
Metrex Research Corporation
Metropolitan Medical Services
MGC Diagnostics Corporation
Miami-Luken, Inc.
Microgenics Corporation
Microline Surgical, Inc.
Microtek Medical, Inc.
Midbrook Inc
Midland Medical Supply
Midmark Corporation
Midwest Medical Supply Company LLC

Supplier Name
Mindray DS USA Inc
Mirion Technologies - Dosimetry Services
Misonix Inc
Mission Pharmacal Company
Mobile Instrument Service & Repair, Inc.
Molnlycke Health Care
Monaghan Medical Corporation
Morris & Dickson Co., Ltd.
Mortara Instrument Inc
Musculoskeletal Transplant Foundation
Myco Medical
Mylan Institutional
Mylan Speciality LP
Mylan, Inc.
National Advanced Endoscopy Devices Inc
National Distribution & Contracting Inc
Naturepedic
Natus Medical, Inc.
NCM USA LLC
NeoMatrix
NeoMed Inc
Nephron Pharmaceuticals Corp.
Nestle Health Sciences
Newman Medical
Nexus Surgical Inc
Nihon Kohden America, Inc.
Nonin Medical Inc
Northern Digital Inc
Nova Biomedical Corporation
Novartis Consumer Health
Novartis Pharmaceuticals Corp.
Novartis Vaccines & Diagnostics
Novo Nordisk Pharmaceuticals, Inc.
Novo Surgical Inc
Novum Medical Products
Nuair, Inc.
NuBone LLC
Nuvasive Inc
Nuvo, Inc.
Oasys Healthcare Corporation
Octapharma USA Inc
Olympus America Inc
Omnicell, Inc.
Oncura, Inc.
ONY Pharmaceuticals
OP-marks, Inc

Supplier Name
Optimer Pharmaceuticals
Orasure Technologies Inc.
Orthofix, Inc.
Oscor Inc
Otodynamics Ltd
Otsuka America Pharmaceutical Inc
Owens & Minor Distribution, Inc.
Pacira Pharmaceuticals, Inc
PACSHHealth, LLC
Pall Corporation
Par Pharmaceutical, Inc.
Par Sterile Products, LLC
Parker Medical Associates LLC
Patrin Pharma Inc
Patriot Pharmaceuticals LLC
Patterson Medical Supply, Inc.
PDC Healthare (Precision Dynamics Corporation)
PDI-Professional Disposables International
Pedia Pals, LLC
Pedigo Products Inc
Penumbra Inc USA
Pepper Medical, Inc.
Pernix Therapeutics LLC
Perrigo Co.
Pfizer Inc
Pharma Logistics
Pharmaceutical Associates, Inc.
Pharmacy Healthcare Solutions
Pharmatek Systems
Pharmco Products, Inc.
Pharmedium Services LLC
Phillips Children's Medical Ventures
Phillips Healthcare
Phillips Medical Systems
Physical Enterprise Inc
Physio-Control
Pierre Fabre Pharmaceuticals, Inc.
Piramal Healthcare
Plus Pharma Inc
PNC Bank National Association
Poiesis Medical LLC
Prasco Laboratories
Praxair Inc
Precept Medical Products, Inc.
Precision Dose, Inc.
Precision Medical Devices

Supplier Name
Premier Guard LLC
Prestige Ameritech
Prezio Health
Print Media, Inc.
Procter & Gamble
Procter & Gamble Distributing LLC
Professional Hospital Supply, Inc.
Progressive Medical, Inc.
ProMed Products Xpress
Propper Manufacturing Company
PSS World Medical, Inc.
Pulse Medical Inc.
Purdue Pharma LP
Qualitest Pharmaceuticals, Inc.
Quest Diagnostics Incorporated
Quotient Biodiagnostics Inc
R D Plastics Company, Inc.
R&S Northeast LLC
Radiation Detection Company
Ranbaxy Inc
Remel Inc.
Renu Medical, Inc.
Research Technologies, Inc.
Retractable Technologies, Inc.
RF Surgical Systems Inc
RF Technologies
RG Medical USA
Rhodes Pharmaceuticals
Richard Wolf Medical Instruments Corp.
Richard-Allan Scientific
Rising Pharmaceuticals Inc
Roche Diagnostics Corporation
Rochester Medical Corporation
Roxane Laboratories, Inc.
S/T Health Group Consulting, Inc.
S2S Global
Safecor Health
Sage Products, Inc.
Sagent Pharmaceuticals Inc
Salix Pharmaceuticals, Inc.
Sancilio & Company
Sandbox Medical, LLC
Sandoz Inc.
Sanofi Aventis
Sanofi Pasteur
Santarus, Inc.

Supplier Name
Sapheneia
Sarstedt Inc.
Scale-Tronix, Inc.
Schaerer Mayfield USA
ScriptPro USA
Seacoast Medical
SECA Corporation
Sempermed Usa, Inc.
Seneca Medical Inc
SensoScientific Inc
Sensus Healthcare
Shared Imaging, Inc.
SheerVision Incorporated
Shire US Inc.
Siemens Healthcare Diagnostics Inc
Siemens Medical Solutions USA, Inc.
Sigmapharm Laboratories
Sigma-Tau Pharmaceuticals, Inc.
Silarx Pharm
Silvergate Pharmaceuticals
Sinclair Worldwide Inc
Sizewise Rentals
SkinStitch Corp
Skytron, LLC
Smart Medical Technology Inc
Smilemakers
Smith & Nephew Inc - Endoscopy Division
Smith & Nephew Inc - Wound Management Division
Smith Drug Company
Smith Medical Partners
Smiths Medical ASD, Inc.
Solution Matrix Inc
Sonosite, Inc.
Sorin Group USA
Sourcemark LLC
Spectrum Surgical Instruments Corp.
ST Surg LLC
St. Jude Medical
Stanley Healthcare Solutions
Statlab Medical Products Inc
Steelco-USA Inc
Sterigear LLC
Steris Corporation
Stratus Pharmaceuticals, Inc.
Stryker Corporation
Stryker Craniomaxillofacial



Supplier Name
Stryker Endoscopy
Stryker Instruments
Stryker Medical
Stryker Orthopaedics
Stryker Spine
Stryker Sustainability Solutions
Suburban Surgical
Summit Industries Inc
Sun Pharmaceutical Laboratories, Ltd.
Sundance Enterprises, Inc.
Sunoptic Technologies, LLC
Sunovion
SuperSonic Imagine
Surge Cardiovascular
Surgical Innovations US, LLC
Surgical Specialties Corporation
Surgicount Medical, Inc.
SurgiDat Corporation
Surgimed Corporation
Suture Express Inc
Symmetry Surgical
Synergy Health Americas
Sysmex America, Inc.
Systagenix Wound Management
TAGI Pharma
Takeda Pharmaceuticals North America, Inc.
Talyst
Taro Pharmaceuticals USA, Inc.
Tech Medical Services Inc.
Technical Safety Services
Teleflex Medical Incorporated
Tempsys Inc
Terumo Cardiovascular Systems
Tetra Medical Supply Corp.
Teva Pharmaceuticals USA
TGX Medical Systems
Thayer Medical Corporation
The Medcom Group LTD
The Ritedose Corporation
Tidi Products
TissueSeal
Tollos, Inc.
Torrent Pharma Inc
Toshiba America Medical Systems, Inc.
Transmotion Medical, Inc.
Triad Isotopes

Supplier Name
Tri-Anim Health Services Inc
Trinity Biotech USA Inc.
Trinity Sterile, Inc.
Tronex Healthcare
TZ Medical, Inc.
UA Medical Products Inc
UCB Pharma, Inc.
Ultra Pure, LLC
UltralinQ Healthcare Solutions
UMF Medical
Unit Dose Solutions Inc
Universal Hospital Services, Inc.
Upsher-Smith Laboratories, Inc.
US Medco Inc
US Worldmeds, LLC
Valeant Pharmaceuticals International
VaxServe, Inc
Vermed, Inc.
Vernacare Incorporated
Versapharm Inc
Viscot Medical LLC
Vistapharm
Vital Signs Inc
VueTek Scientific
Vygon US LLC
W. L. Gore & Associates, Inc.
Watson Pharmaceuticals Inc.
Welch Allyn Inc
Welmed, Inc
Werfen USA, LLC
Westmed, Inc.
West-Ward Pharmaceutical Corp.
Wilshire Pharmaceuticals
Winfield Laboratories, Inc.
Wockhardt USA Inc
X-GEN Pharmaceuticals Inc.
Zebra Technologies International, LLC
Zewa, Inc.
Ziehm Imaging Inc
Zimmer Us, Inc.
Z-Medica Corporation
Zoll Medical Corporation
Zydus Pharmaceuticals USA Inc