



# CONTRACT SUMMARY

HEALTHCARE SUPPLYSIDE SOLUTIONS

11 Penn Plaza, 5th Floor, New York, NY 10001  
800.416.8229 • Fax 847.557.2148

www.jpc.org

AGREEMENT #8000M  
10/01/94 - 06/30/12

PRODUCTS: MEDICAL X-RAY FILM & DRY MEDIA & IMAGERS  
PRODUCTS COMPUTED RADIOGRAPHY (CR)PRODUCTS

VENDOR: AGFA HEALTHCARE - 8000 / 128  
10 S. ACADEMY ST., MAILSTOP 100  
GREENVILLE SC 29601 2632  
(303) 774-8196  
WWW.AGFA.COM/HEALTHCARE

PRICING: DISCOUNTS & INCENTIVES PER COMMITMENT  
BY PARTICIPATING FACILITY

PRICE PROTECTION: NONE

SHIPPING TERMS: DEALER TERMS APPLY

PAYMENT TERMS: DEALER TERMS APPLY

CONTACT PERSON: MR. FRANK MCGRATH  
EXECUTIVE DIRECTOR, CORP. HEALTHCARE  
(949) 493-4629  
FAX (949)493-4762  
FRANK\_D.MCGRATH@AGFA.COM

ORDERING INFORMATION: ORDER THROUGH MEDICAL IMAGING DYNAMICS  
OR THROUGH AUTHORIZED DEALERS

## NOTICE

**TO QUALIFY FOR JPC DISCOUNTS, IT IS NECESSARY TO COMPLETE THE DESIGNATION FORM PRIOR TO YOUR INITIAL ORDER. FOR MORE INFORMATION CALL JPC CUSTOMER CARE AT 800-416-8229.**

**NOT VALID UNLESS REPRODUCED ON YOUR LETTERHEAD**

To: Joint Purchasing Corporation

RE: Professional Disposables, Inc., Contract #8000M

This letter is our designation to be included as a participant in the Joint Purchasing Corporation agreement under all applicable terms and conditions and supercedes all previous GPO affiliations for this vendor.

It is our understanding that our participation in this agreement shall become effective no later than thirty (30) days after receipt of this authorized letter. JPC will notify the vendor/distributor of our intention to purchase.

If product(s) require shipment through a local distributor, please advise the distributor of choice and sales representative's name, if known:

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*Distributor*

*Sales Representative*

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*Signature / Date*

---

*Print Name / Title*

---

*Facility*

---

*Street Address*

---

*City*

*State*

*Zip*

*Telephone*

\$

***Kindly indicate estimated annual dollar volume***

**Fax to: Document Control Team  
Fax 847.557.2148**



**HEALTHCARE SUPPLYSIDE SOLUTIONS**

**800-416-8229  
www.jpc.org**

Joint Purchasing Corporation, 11 Penn Plaza, 5th Floor, New York, NY 10001

**EXHIBIT A-1**

**MAGNET COMMITTED MEMBER AGREEMENT FOR FILM AND MEDIA PRODUCTS**

**DATE**

This Agreement, between **CUSTOMER** ("Committed Member"), a member of the MAGNET group purchasing organization, whose address is **ADDRESS, CITY** (including the wholly-owned sites listed on Attachment A), and Agfa HealthCare Corporation ("Agfa"), whose address is P.O. Box 19048, Greenville, SC 29602-9048, provides for the purchase of wet processable medical x-ray film ("Film") and dry media ("Media").

**1. PURCHASES.** During the term hereof Committed Member shall purchase Film and Media from Agfa through the authorized Agfa dealer of Committed Member's choice (the "Dealer") in quantities equal to ninety percent (90%) of Committed Member's requirements for Film and Media based on Committed Member's net invoiced purchase price for Film and Media for such period.

Committed Member's designated Dealer(s) are:

_____	_____
(Dealer)	(Dealer)
_____	_____
(Street Address)	(Street Address)
_____	_____
(City, State, Zip)	(City, State, Zip)

**2. TERM.** This Agreement shall be effective from the date set forth below and shall continue for five (5) years following such effective date.

**3. INCENTIVES.** Based on Committed Member's commitment in Paragraphs 1 and 2 hereinabove, Agfa shall provide the following incentives which are based on terms requisite for Agfa to meet a competitive offer:

**DEALER SUPPORT CREDIT.** Agfa will provide to the Dealer a fifty-seven percent (57%) Dealer Support Credit as a discount off then-current, suggested consumer list prices for Film; and a thirty-six percent (36%) Dealer Support Credit as a discount off then-current, suggested consumer list prices for Media. The Dealer Support Credit will be paid by Agfa directly to the Dealer and computed from invoices provided by the Dealer. Agfa will use reasonable efforts to assure that the discount is passed on by the Dealer to Committed Member.

**PRICE PROTECTION.** Any change in Agfa's standard list price will be matched by adjustments to Committed Member's Film and Media discounts contained above so that Committed Member will pay in the aggregate the same price for purchases pursuant to this Agreement for a period of sixty (60) months from the effective date of such price list change. Price protection as provided in this section is based on the assumption that the market prices of Agfa's principal raw materials do not increase significantly from current market prices. For purposes of this paragraph, a fifteen percent (15%) increase in the market price of silver, or a thirty percent (30%) increase in the market price of petroleum above the listed base market price as of the effective date of this Agreement shall be deemed significant. In such case Agfa may increase its prices to reflect these increased raw materials market prices.

The value of the incentives, credits, rebates, services, or products described above may constitute discounts or other reductions in price for purposes of compliance with the discount disclosure exceptions to the federal Medicare/Medicaid anti-kickback law. You should properly disclose and appropriately reflect the discounts or price reductions in any costs claimed or charges made to Medicare, Medicaid, or other federal or state health insurance programs requiring such disclosure. You may also be requested to provide information to these programs upon their request. Agfa shall periodically provide you with documentation identifying the net value of these incentives.

In order to verify compliance with the terms hereof and eligibility for discounts and other benefits hereunder, Agfa may audit Committed Member's records relating to purchase of Film and Media. Such

**EXHIBIT A-2**

**MAGNET COMMITTED MEMBER AGREEMENT FOR FILM AND MEDIA PRODUCTS**

**DATE**

This Agreement, between **CUSTOMER** ("Committed Member"), a member of the MAGNET group purchasing organization, whose address is **ADDRESS, CITY** (including the wholly-owned sites listed on Attachment A), and Agfa HealthCare Corporation ("Agfa"), whose address is P.O. Box 19048, Greenville, SC 29602-9048, provides for the purchase of wet processable medical x-ray film ("Film") and dry media ("Media").

1. **PURCHASES.** During the term hereof Committed Member shall purchase Film and Media from Agfa through the authorized Agfa dealer of Committed Member's choice (the "Dealer") in quantities less than ninety percent (< 90%) of Committed Member's requirements for Film and Media based on Committed Member's net invoiced purchase price for Film and Media for such period.

Committed Member's designated Dealer(s) are:

_____	_____
(Dealer)	(Dealer)
_____	_____
(Street Address)	(Street Address)
_____	_____
(City, State, Zip)	(City, State, Zip)

2. **TERM.** This Agreement shall be effective from the date set forth below and shall continue for five (5) years following such effective date.

3. **INCENTIVES.** Based on Committed Member's commitment in Paragraphs 1 and 2 hereinabove, Agfa shall provide the following incentives which are based on terms requisite for Agfa to meet a competitive offer:

**DEALER SUPPORT CREDIT.** Agfa will provide to the Dealer a fifty-three percent (53%) Dealer Support Credit as a discount off then-current, suggested consumer list prices for Film; and a thirty percent (30%) Dealer Support Credit as a discount off then-current, suggested consumer list prices for Media. The Dealer Support Credit will be paid by Agfa directly to the Dealer and computed from invoices provided by the Dealer. Agfa will use reasonable efforts to assure that the discount is passed on by the Dealer to Committed Member.

**PRICE PROTECTION.** Any change in Agfa's standard list price will be matched by adjustments to Committed Member's Film and Media discounts contained above so that Committed Member will pay in the aggregate the same price for purchases pursuant to this Agreement for a period of sixty (60) months from the effective date of such price list change. Price protection as provided in this section is based on the assumption that the market prices of Agfa's principal raw materials do not increase significantly from current market prices. For purposes of this paragraph, a fifteen percent (15%) increase in the market price of silver, or a thirty percent (30%) increase in the market price of petroleum above the listed base market price as of the effective date of this Agreement shall be deemed significant. In such case Agfa may increase its prices to reflect these increased raw materials market prices.

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In order to verify compliance with the terms hereof and eligibility for discounts and other benefits hereunder, Agfa may audit Committed Member's records relating to purchase of Film and Media. Such audits shall be

**EXHIBIT B**

**MAGNET COMMITTED MEMBER AGREEMENT FOR COMPUTED RADIOGRAPHY PRODUCTS**

1. **Tier.** The undersigned MAGNET Committed Member hereby designates the following desired tier under the above-referenced MAGNET Group Purchasing Agreement and commits to purchase that number of units of Agfa HealthCare Computed Radiography systems over the next twelve (12) months:

**Select one Tier by initialing below**

<b>Member Initials</b>	<b>VOLUME TIERS</b>	<b>TOTAL PRODUCT PURCHASES (Per 12 Month Period)</b>	<b>DISCOUNT OFF OF AGFA'S LIST PRICE AT TIME OF PURCHASE</b>
	TIER 1	1 - 4 Agfa CR units (not DX-S) or 1-2 DX-S systems	CR Equipment, Software, Accessories & Upgrades: 40% DX-S: 23%
	TIER 2	5 - 9 Agfa CR units (not DX-S) or 3 or more DX-S systems	CR Equipment, Software, Accessories & Upgrades: 42% DX-S: 25%
	TIER 3	9 + Agfa CR units (not DX-S)	CR Equipment, Software, Accessories & Upgrades: 44% DX-S: Not applicable.

2. **Terms and Conditions.** The purchase of computed radiography products from Agfa HealthCare shall be subject to the attached Agfa HealthCare Corporation Computed Radiography Master Sales and License Agreement for MAGNET GPO Members. By signing below, the MAGNET Committed Member agrees to and accepts the attached terms and conditions, and that the Effective Date of such terms and conditions shall be the date that this document is signed by Agfa below.

3. The undersigned MAGNET Committed Member hereby acknowledges and confirms the above designation.

<p><b>Member</b> Print Name of Person Signing _____ Signature _____ Title of Person Signing _____ Date Signed _____ Print Name of Committed Member _____ Address _____ City and State _____</p>	<p><b>Agfa HealthCare Corp.</b> Print Name of Person Signing _____ Signature _____ Title of Person Signing _____ Date Signed _____</p>
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Upon completion, please submit this form to both Seller and MAGNET.

**Seller Information –**  
**Agfa HealthCare Corporation**  
 P.O. Box 19048  
 Greenville, SC 29602-9048  
 Attn: Ni-Kesha Williams MS104  
 FAX (864) 421-1721

**MAGNET Cooperative**  
 Fax: (717 ) 763-7464