



**PURCHASING PARTNERS OF AMERICA**  
**Member Agreement Form**

P.O. Box 27765  
Denver, Colorado 80227-7765  
Phone: 303 881-6528  
Fax: 303 986-1174  
www.purchasingpartners.org

**MEMBER NAME:**

Member Name (Please Print or Type) \_\_\_\_\_

Address (please include street address)

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (please add area code) \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Website URL \_\_\_\_\_

Ownership Classification: Not-for-Profit \_\_\_\_\_ For-Profit \_\_\_\_\_ Other \_\_\_\_\_

**CONTACT INFORMATION:**

Primary Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone (please add area code) \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email Address \_\_\_\_\_

**AGREEMENT:**

This Participation Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ (month/year) ("Effective Date") by and between United Social Enterprises, Inc: (DBA) Purchasing Partners of America, herein called "PPA" and \_\_\_\_\_ herein called "The Member" for the purpose of permitting Member and its facilities to obtain certain products and services under Vendor Contracts between PPA and Vendors. Subject to termination under Section 6 hereof, the term of this Agreement shall be for a period of one year commencing on the Effective Date, with automatic renewals thereafter for terms of one (1) year each unless either party gives written notice of non-renewal of this Agreement at least thirty (30) days prior to the end of the initial term or any subsequent renewal term. Member has the right to cancel membership at any time with a 30-day notice. **(Please refer to further terms of the Agreement and definitions of terms used above.)**

**IN WITNESS WHEREOF**, each party hereto has duly executed, or has caused this Agreement to be duly executed, as of the date first above written.

\_\_\_\_\_  
Signature of Purchasing Partners Representative

\_\_\_\_\_  
Signature of Member Representative

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

## **PURCHASING PARTNERS OF AMERICA MEMBERSHIP AGREEMENT**

### 1. Definitions.

As used herein, the following terms have the following meanings:

- (A). "Facility" or "Facilities" means the Member facilities identified on Page 1 which will be purchasing products and services under vendor contracts negotiated by PPA.
- (B). "Program" means the group purchasing program conducted by PPA, pursuant to which Member and its Facilities are provided access to the Vendor contracts.
- (C). "Vendor Contracts" means the purchasing agreements between Vendor and PPA for the purchase of products and services, and any agreements between Vendor and third parties that have agreed that Members may purchase under such agreements.
- (D). "Vendor" or "Vendors" means the supplier of products and services under the Vendor contracts.

### 2. GPO Fees.

Member acknowledges (i) that PPA will receive payment of fees for administrative and other services provided by PPA from one or more Vendors based on products and services purchased, licensed or leased by Member and its Facilities ("GPO Fees"), and (ii) that the percentage of the GPO fees will be three (3%) or less. PPA may receive additional GPO Fees from Vendors, the payment of which is based on the products and services purchased by PPA Members collectively which, when added to the GPO Fees earned based on the Members' and its Facilities' individual purchases, may exceed three percent (3%). The Vendors who may pay fees exceeding 3% is Staples. PPA does not know whether it will receive such additional GPO Fees. PPA will report to the Member, in writing, on a basis not less frequently than annually according to GPO requirements, and to the Secretary of Health and Human Services when applicable or requested, the amount received from the vendors with respect to purchases made by or on behalf of Member.

### 3. Anti-Kickback and Safe Harbor (for organizations accepting Medicare and Medicaid)

(a) It is the intent of the parties to establish a business relationship that complies with the Medicare and Medicaid anti-kickback statute. The parties agree that, for the purposes of this Agreement, PPA is acting as a group purchasing organization and the parties believe that this Agreement satisfies the requirements for a written agreement under the group purchasing organizations safe harbor laws.

### 4. Purchase of Products and Services.

(a) Subject to the terms and conditions set forth in this Agreement, Member hereby engages PPA to act as its independent group purchasing organization, and is hereby granted access to the Vendor Contracts, pursuant to which Member and its Facilities may purchase products and services available there under for use by Member and its Facilities. Nothing in this Agreement shall require Member to purchase anything or to purchase the products and services exclusively from Vendors to the exclusion of any other vendor of those products and services unless Member agrees to specific terms of a contract with a Vendor that requires such written agreement. Members sign individual Vendor contracts when they choose to participate with Vendors that require such a written agreement. Member hereby authorizes PPA, as its agent for such purposes, to (i) negotiate the terms of and enter into Vendor Contracts, and to cancel or modify any Vendor Contracts as it deems necessary, advisable or appropriate; and (ii) receive from Vendors, distributors, and e-commerce companies, data relating to purchases of products and services under Vendor Contracts by Member and its Facilities.

(b) The Facilities identified above hereto shall have access to the Program. Each Facility shall execute and deliver to PPA the Membership Agreement prior to being granted access to the Program except in the case where Facilities are under the direct ownership of Member and Member is authorized and responsible for executing this Agreement for the Facilities.

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5. PPA Disclaimer and Member Release.

PPA DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY PRODUCTS AND SERVICES SOLD BY ANY VENDOR; AND MEMBER AND ITS FACILITIES HEREBY EXPRESSLY RELEASE PPA FROM ANY AND ALL LIABILITY AND CLAIMS RELATING TO THE PRODUCTS AND SERVICES, AND ANY BREACH OR ALLEGED BREACH OF WARRANTY IN COMMENCTION WITH THE PRODUCTS AND SERVICES.

6. Termination.

(a) PPA may terminate this Agreement on thirty (30) days' notice to Member if (i) Member or any of its Facilities fails to comply with the terms and conditions of any of the Vendor Contracts, or (ii) Member or any of its Facilities otherwise breaches any provision of this Agreement; provided, however, that PPA may terminate this Agreement in the event of a breach described above only if PPA shall have given Member written notice of the specifics of the breach and Member shall not have cured such breach or caused such breach to be cured within fifteen (15) days thereafter.

(b) PPA shall also have the right to terminate this Agreement upon (60) sixty days' prior notice upon the transfer, directly or indirectly, by sale, merger or otherwise, of substantially all of the assets of Member or its ultimate parent or any permitted assignee or in the event that more than 49% of Member capital stock or the capital stock of its ultimate parent or any such permitted assignee is transferred to an independent third party entity.

7. Representations, Warranties and Covenants of Members

Member, for itself and for each other of its Facilities that purchase under the Vendor Contracts, whether or not set forth hereby covenants with PPA as follows:

(a) Member and its Facilities shall indemnify and hold PPA, its respective affiliates, agents, officers, directors and employees (the "Indemnitees") harmless from and against any and against all losses, liabilities, damages, costs and expenses (whatsoever, including, without limitation, reasonable attorney's fees) that are awarded against or incurred after the date hereof by any of them, relating to acts or omissions of Member and /or Facilities which relate in any way to this Agreement, including, without limitation, any claims resulting from a failure to pay for any products and services purchased by Member or any of its Facilities.

(b) Member agrees to cause each of its Facilities (i) to comply with all terms of this Agreement as if a party hereto, (ii) to comply with all terms of the Vendor Contracts, including without limitation, payment terms and (iii) to execute separate agreements or acknowledgements as requested by PPA or any particular Vendor evidencing such Facility's agreements to comply with the terms of the relevant Vendor Contract.

(c) Member warrants that all products and services purchased by it or its Facilities under the Vendor Contracts will be for use by the Member or its Facilities, and not for resale or distribution to third parties.

(d) Member warrants that all healthcare Facilities listed above hereto, if the healthcare business, are owned by Member and furnish services to third parties for whom payment may be made in whole or in part under Medicare or state healthcare programs.

8. Assignment.

Member rights and obligations under this Agreement are not assignable without the prior written consent of PPA.

9. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws principles thereof.

10. Severability. To the extent that any provision herein, or part thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement.

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11. Entire Agreement.

This Agreement contains the entire understanding of the parties, and supersedes all previous oral agreements and discussions, with respect to the subject matter set forth herein.

**ADDITIONAL CONTRACT INFORMATION:**

Primary Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone (please add area code) \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email Address \_\_\_\_\_

**ADDITIONAL CONTRACT INFORMATION:**

Primary Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone (please add area code) \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email Address \_\_\_\_\_

**ADDITIONAL CONTRACT INFORMATION:**

Primary Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone (please add area code) \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email Address \_\_\_\_\_

**ANY SPECIAL ARRANGEMENTS OR AGREEMENTS BETWEEN MEMBER AND  
PURCHASING PARTNERS OF AMERICA  
(Pease describe in detail)**

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