

CCPA Purchasing Partners, LP
225 E. Chicago Avenue, Box 113
Chicago, Illinois 60611-2605
Phone: 312.227.7444
Fax: 888.276.2344



**CCPA Purchasing Partners, L.P.
Associate Membership Application**

Thank you for your interest in CCPA Purchasing Partners, L.P. (CCPAPP), a group purchasing organization that provides vendor contracts to physicians and other health care providers, offering discounts on vaccines, medical and office supplies and other products and services.

CCPAPP was founded in 1999 by the Children's Community Physicians Association (CCPA) as an Illinois Limited Partnership. CCPA, as the general partner, governs CCPAPP through its 14-physician board of directors. The primary focus of CCPAPP is to use the collective purchasing volume of its membership to obtain discounts from various vendors for its members.

Licensed physicians practicing in Illinois, Indiana, Michigan, Minnesota, Missouri and Wisconsin are eligible to join as a Partner for a capital investment of \$10.00 per physician in the practice. The net income of CCPAPP is distributed to Partners annually on a patronage basis. If you are eligible for the Partnership and would like to learn more, please feel free to contact Paresh Patel at **312.227.7436**. If you do not wish to join as a Partner member, you are not a licensed physician, or you are a physician or other healthcare provider practicing outside of the aforementioned states, you are welcome to join as an Associate member. Associate members have access to the same vendor contracts and upfront pricing as Partner members; however, Associate members are not eligible to receive a financial distribution. There is no cost to join as an Associate member and no monthly or annual dues.

If you would like to join CCPAPP as an Associate member, please complete the enclosed materials and return them to CCPAPP. If you have any questions or wish to view our sample vaccine and/or vendor pricing and/or our Prospectus prior to joining, please feel free to contact us.

Thank you again for your interest in CCPA Purchasing Partners, L.P.!

Sincerely,

A handwritten signature in black ink that reads "Kena Norris". The signature is written in a cursive style and is positioned above a horizontal line.

Kena Norris
Executive Director,
CCPA Purchasing Partners, L.P.

A handwritten signature in black ink that reads "Paresh Patel". The signature is written in a cursive style.

Paresh Patel
National Sales Manager,
CCPA Purchasing Partners, L.P.

CCPA Purchasing Partners, L.P. Group Purchasing Participation Agreement

THIS GROUP PURCHASING PARTICIPATION AGREEMENT (the "**Agreement**") is made by and between CCPA Purchasing Partners, L.P. ("**GPO**") and the health care provider executing below ("**Provider**"), and is effective as of the date last written below.

1. Participation in Group Purchasing Arrangements.

(a) By executing and submitting this Agreement to GPO, Provider authorizes GPO to act as its non-exclusive agent to arrange for the purchase of goods and services as set forth herein, and agrees to comply with and be bound by the terms and conditions of this Agreement.

(b) Provider shall have the opportunity to purchase medical supplies, pharmaceuticals and other goods or services (collectively, "**goods and services**") from vendors (each a "**Vendor**") with which GPO negotiates and enters into vendor agreements (each a "**Vendor Agreement**") on behalf of those providers participating in GPO's group purchasing arrangements (collectively, "**GPO Providers**"). Nothing in this Agreement shall (i) require Provider to participate in any specific Vendor Agreement or (ii) subject to the understanding in paragraph 1(d) below, restrict Provider's right to participate in any other group or non-group purchasing arrangement.

(c) All purchases by Provider shall be made in accordance with the terms and conditions of the applicable Vendor Agreement, and Provider's participation in any specific Vendor Agreement may be subject to prior authorization by the Vendor and/or GPO. Provider acknowledges and agrees that all ordering of goods and services, and payment therefor, will be conducted directly between Provider and the Vendor, and GPO shall have no responsibility to receive or distribute goods or services for the benefit of Provider or to make or advance payment on behalf of Provider.

(d) Provider acknowledges and agrees that certain Vendors may establish compliance requirements under which Provider, or GPO Providers collectively, may be required to meet certain minimum purchasing standards in order to receive favorable pricing or other terms. If Provider elects to participate in a Vendor Agreement subject to compliance requirements, GPO reserves the right to suspend or terminate Provider's participation in such Vendor Agreement if Provider fails to meet such compliance requirements and cannot effect a timely cure of such deficiency; provided, however, that GPO shall provide reasonable notice of non-compliance to Provider in advance of any proposed suspension or termination from a Vendor Agreement.

2. Financial Relationships.

(a) This Agreement does not require Provider to make any payment to GPO, either in the nature of membership fees or dues, or otherwise.

(b) This Agreement confers only the right to participate in GPO's group purchasing arrangements. Provider is not, pursuant to this Agreement, acquiring a limited partnership interest in the GPO, or any other ownership or voting interest in the GPO, or any option, warrant, or similar right to acquire any such interest at any future date. The participatory privileges conferred by this Agreement are not, and shall not be deemed, a "security" within the meaning of any state or federal securities laws. However, this paragraph 2(b) shall not be understood to restrict Provider's right to subsequently acquire a limited partnership interest, to the extent Provider is eligible to do so, in accordance with the terms and conditions of under which such interests are offered to eligible investors.

(c) In accordance with 42 C.F.R. §1001.952(j), Provider acknowledges and agrees that Vendors from whom goods and services are purchased by GPO Providers may pay to GPO an administrative fee, which ordinarily will not exceed three percent (3%) of the payments to such Vendors by the GPO Providers. GPO will disclose in writing to each GPO Provider, at least annually, the fee amount received from each vendor with respect to purchases made by or on behalf of such GPO Provider.

(d) By participating in GPO's group purchasing arrangements pursuant to this Agreement, Provider is not entitled to, and will not receive, any distributions of GPO's revenues, net income, or assets including revenues derived from the administrative fees described in paragraph 2(c).

3. Term and Termination.

(e) This Agreement will commence on the date of execution by both parties and will continue in effect until terminated by either party on 30 days' prior written notice to the other.

(f) Further, this Agreement will terminate automatically and without the necessity of notice in the event of either party's insolvency, death, incapacity, dissolution or cessation of operations for any reason.

(g) GPO may terminate this Agreement immediately upon notice to Provider in the event that any legislative, regulatory, or judicial action materially and adversely impairs GPO's ability to perform its obligations.

3. General Provisions.

(a) **Amendment:** GPO may amend this Agreement upon 30 days prior written notice to Provider, and such amendment shall be binding upon Provider unless Provider gives written notice of rejection to GPO within 30 days of receipt of the amendment. Notice of rejection shall constitute notice of termination of this Agreement. This Agreement otherwise may be amended only by a written instrument executed by GPO and Provider.

(b) **Assignment:** Provider's rights and obligations under this Agreement may not be assigned to any third party except with GPO's prior written consent. GPO may assign this Agreement without Provider's consent to any person that controls, is controlled by, or that is under common control with, GPO. GPO may not otherwise assign this Agreement without Provider's prior written consent. Any purported assignment contrary to the foregoing shall be void and of no effect.

(c) **Confidentiality:** The parties and their employees and representatives (each, a "Receiving Party") agree that the existence and content of this Agreement, any Vendor Agreements, and all proprietary and confidential information, specifically including (but not limited to) pricing information under Vendor Agreement ("Confidential Information") disclosed by the other ("Disclosing Party") shall be maintained in confidence and not disclosed to any third party except as may be required by law, or with the Disclosing Party's express written consent. Confidential Information shall not include information that is publicly available or otherwise available to the Receiving Party on a non-confidential basis. Violation of this provision may give rise to equitable and legal liability including, but not limited to, injunctive relief. This confidentiality provision shall survive the termination of this Agreement.

(d) **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and shall supersede any and all prior oral or written negotiations, agreements, or understanding between the parties with respect thereto.

(e) **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois without regard to conflicts of law principles thereof.

(f) **Notices:** All notices by either party to the other shall be in writing, and delivered by hand, U.S. mail, national overnight delivery service, or confirmed electronic transmission to the address set forth on the signature page to this Agreement. In the absence of contrary evidence, any such notice shall be deemed to have been received on the following business day.

CCPA Purchasing Partners, LP
225 E. Chicago Avenue, Box 113
Chicago, Illinois 60611-2605
Phone: 312.227.7444
Fax: 888.276.2344



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized representatives, effective as of the last date written below.

Provider:

_____	Mailing Address:
Legal Name of Provider	_____
_____	_____
Authorized Signature	_____
_____	_____
Printed Name of Signatory	_____
_____	Telephone _____
Title	Facsimile _____

Date	

CCPA Purchasing Partners, L.P.

By: _____

Title

Date

Mailing Address:

Att: Katrina Ilagan
CCPA Purchasing Partners, L.P.
225 E. Chicago Avenue, Mailbox 113
Chicago, IL 60611-2605

Telephone: 312.227.7442
Facsimile: 888.276.2344

*To join CCPA Purchasing Partners, L.P. (CCPAPP) as an Associate Member,
please return this page along with page 5 to:*

Attn: Katrina Ilagan
CCPA Purchasing Partners, L.P.
225 E. Chicago Avenue, Box 113
Chicago, IL 60611-2605

-OR-

Fax: 888.276.2344

(1A) PRACTICE NAME AND PRIMARY ADDRESS:

Practice Name: _____

Practice Address: _____ Suite Number: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Primary Contact/Office Manager (Name & Title) _____

Primary Practice Email* (REQUIRED): _____

(1B) ADDITIONAL ADDRESS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Practice Address: _____ Suite Number: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Additional Email* (OPTIONAL): _____

(2) TOTAL NUMBER OF PHYSICIANS IN PRACTICE: _____ (SPECIFY BY SPECIALTY BELOW)

NUMBER OF PED: _____ NUMBER OF FP: _____ NUMBER OF OB/GYN: _____ NUMBER OF IM: _____

NUMBER OF OTHER SPECIALTY(S): _____ PLEASE SPECIFY: _____

(2a) PRIMARY PHYSICIAN INFORMATION: (EMAIL ADDRESS WILL BE USED FOR CCPAPP USAGE ONLY)

Physician Name and Title: _____

Email* (OPTIONAL): _____ Gender: Male _____ Female _____

Specialty(s)/subspecialty(s): _____

Membership in Professional Organizations/Societies (AAP, ISMS, etc.): _____

If applicable, please attach additional sheets or roster with additional physician names, titles, genders, and specialties.

(3) WHICH VENDOR PARTNERS ARE YOU INTERESTED IN? (Please check all that apply)

- Merck Sanofi Pasteur MedImmune ADP Payroll Services Alliance Tech Medical
(vaccines) (vaccines including Flu) (Flumist vaccine) (payroll services) (respiratory products)
- CDW First Data Illinois Paper & Copier Co. LB Medwaste Services McKesson
(computers) (electronic payments) (Konica Minolta, Ricoh, HP) (medical waste disposal) (medical-surgical supplies)
- Medix Staffing Solutions OEC Business Interiors RhinoDox Staples Summit Technologies
(temporary staffing) (office furniture) (document storage; scanning) (office supplies) (IT support)
- Warehouse Direct
(office supplies)

(4) HOW DID YOU LEARN ABOUT CCPA PURCHASING PARTNERS? (Please check all that apply)

- Website Another practice/physician Mailing/Information sent to your practice
- CCPAPP contracted vendor/vaccine company (Please list company and contact if available): _____
- Professional Organization/Society - Please check which one:
 Illinois State Medical Society Illinois Academy of Family Physicians
 Missouri State Medical Association Other (Please list) _____
- CCPA Purchasing Partners' Staff or Account Executive Other (Please explain) _____

*Please note: Your email address is used by CCPA Purchasing Partners only for the purpose of sending out important communications and membership updates. We require that your practice provides CCPAPP with at least one valid email address to ensure that your practice is in receipt of the information. You may also provide additional email addresses to be included in our email distribution. If any of the email addresses provided to CCPAPP are updated, please notify CCPAPP right away.