

**CCPA Purchasing Partners, L.L.C.  
Group Purchasing Participation Agreement**

THIS GROUP PURCHASING PARTICIPATION AGREEMENT (the “**Agreement**”) is made by and between CCPA Purchasing Partners, L.L.C. (“**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(f) below, restrict Provider’s right to participate in any other group or non-group purchasing arrangement except with respect to each Vendor’s specific requirements.

(c) GPO will notify Provider of the Vendor Agreements available from time to time, and the applicable terms and conditions of each Vendor for such arrangements. Such notice is not a guarantee of the present or future availability to Provider of any such Vendor Agreement, any specific product of a particular Vendor, or of any specific prices or other terms of sale.

(d) Provider acknowledges that GPO’s ability to make available competitive prices and terms of sale for Goods and Services ultimately depends on the pooling of large volume in combination with committed usage by GPO Providers of GPO’s group purchasing arrangements. Accordingly, Provider agrees to look first to GPO for purchases of any products or services available from time to time before considering vendors not associated with GPO. However, Provider’s participation in GPO’s group purchasing arrangements is hereby acknowledged to be non-exclusive, and Provider shall not be obligated to make any specific number or volume of purchases except where a particular Vendor Agreement expressly requires it as a condition of pricing, or unless specifically notified by GPO to the contrary with respect to a particular Vendor Agreement. Provider will be responsible for compliance with all Vendor Agreement terms and conditions, including exclusivity requirements or purchasing requirements.

(e) Provider acknowledges that its purchasing decisions are made independently. Nothing in this Agreement requires Provider to purchase any quantity, fix prices, allocate markets, or otherwise coordinate competitively sensitive decisions. Provider further acknowledges that GPO is a group purchasing organization and is responsible for negotiating the pricing and terms, as well as managing the Vendor Agreements for products and services that are to be purchased by members of GPO. GPO does not take possession of the goods or perform the services offered by Vendors. GPO and its affiliates, subsidiaries, directors, officers, agents, and employees shall not be liable or responsible for any actions of the wholesaler, distributor, manufacturer, or other vendor (each a “**GPO Vendor**”) furnishing purchased and used by Provider. GPO is not responsible for actions resulting from the use of any goods or services purchased and used by Provider, this includes any damages or liability that results from Provider’s use of any goods or services purchased through Vendor Agreements. GPO is not responsible for any damages or liabilities that result from the use of any and all goods and services purchased through the Vendor Agreements, including, without limitation, any defects or damages to the goods and services, delays in delivery and/or any other act or omission by the wholesaler, distributor, manufacturer, or any other party.

(f) 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. Provider acknowledges and agrees that all ordering of goods and services, and payment 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.

(g) Provider acknowledges and agrees that certain Vendors may establish market share or other

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 such compliance or market-share requirements, Provider shall be solely responsible for satisfying those requirements and for any consequences of failure to do so. If Provider fails to meet such requirements and does not timely cure within thirty (30) days after notice of such failure, Vendor may have 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. For the avoidance of doubt, GPO has no authority to terminate, amend, or otherwise interfere with any direct agreement between Provider and a Vendor. GPO's remedies for Provider non-compliance are limited to suspension or removal from specific Vendor Agreements, or termination of this Agreement.

(h) Provider acknowledges that Vendors retain the right to exclude from Vendor Agreements any GPO Provider whose participation, in the judgment of Vendor, is precluded or unduly restricted by current or future state or federal laws. Provider acknowledges and agrees that GPO has no authority to control such decisions by Vendors and Provider agrees that GPO shall have no liability to Provider arising from any such decision.

(i) Provider shall furnish to GPO the true and correct DEA Number of each and every physician owner and employee of Provider contemporaneously with the execution of this Agreement. Provider agrees to immediately notify GPO of additions, deletions, or corrections to such information.

(j) If a Vendor requires Provider to complete a separate enrollment or certification, including proof of GPO membership, then Provider shall timely complete such Vendor-required steps. If Provider does not complete such steps, the Vendor may deny GPO pricing and GPO may remove Provider from that Vendor Agreement until completed.

## 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. GPO does not direct, control, or supervise Provider's clinical, operational, or purchasing decisions.

(b) This Agreement confers only the right to participate in GPO's group purchasing arrangements. Provider is not, pursuant to this Agreement, acquiring a membership interest in GPO, or any other ownership or voting interest in GPO, or any option, warrant, or similar right to acquire any such interest at any future date and has no rights to GPO administrative fees, rebates, discounts, or withholds, including to any paid to GPO by Vendors, except as expressly distributed under this Section 2(d). 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.

(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 GPO Providers. As required by law, GPO will disclose in writing to each GPO Provider an annual report listing Provider's purchases under GPO arrangements and the associated administrative management fees received from each Vendor with respect to purchases made by or on behalf of such GPO Provider.

(d) Children's Community Physicians Association, an Illinois not-for-profit corporation, as the Class A Member of GPO ("CCPA") will determine and allocate Distributable Cash, as defined below, to GPO Providers on an annual basis in proportion to each such GPO Provider's Patronage Interest, defined below. GPO may make distributions on a more frequent basis at its election, except that no distribution will be made unless the assets of GPO will be in excess of all liabilities of GPO. Distributions will be deemed to have been paid to a GPO Provider during a fiscal year if paid within sixty (60) days of the end of such year on the basis of, and arising out of, such fiscal year's operations. Distributable Cash, if any, is determined in CCPA's sole discretion. Provider acknowledges there is no expectancy or entitlement to any Distributable Cash.

For purposes of this Agreement:

(i) "**Distributable Cash**" shall mean that portion of the excess of revenues over expenses of GPO that CCPA, in its sole discretion, determines to be available for distribution to GPO Providers.

(ii) “**Patronage Interest**” shall mean, for any accounting period, the dollar volume of a GPO Provider’s purchases through GPO expressed as a percentage of the total dollar volume of such purchases of all GPO Providers.

### **3. Term and Termination.**

(a) This Agreement will commence on the date of execution by both parties and will continue for a period of one (1) year and will automatically renew annually for one (1) year periods unless either party notifies the other within thirty (30) days of the Term. The Term will continue in effect until terminated by either party on thirty (30) days’ prior written notice to the other. Provider may have ongoing obligations to a Vendor under a Vendor Agreement, which will survive termination of this Agreement.

(b) 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.

(c) GPO may terminate or amend this Agreement immediately upon notice to Provider in the event that any legal, legislative, regulatory, or judicial action (including changes to federal Anti-Kickback Statute safe harbors for group purchasing organizations) requires modification to remain compliant or materially and adversely impairs GPO’s ability to perform its obligations.

### **4. Representations and Warranties.**

(a) Provider represents and warrants that it and its employees purchasing goods or services hereunder have all qualifications, certifications and licenses required pursuant to federal, state and/or local law, or pursuant to any other governmental regulation, for the performance of its duties for Vendors or under any Vendor Agreement.

(b) Provider represents and warrants that it has the authority to enter into Vendor Agreements and will agree to its terms and conditions of such Vendor Agreements.

(c) Provider acknowledges that all goods and services purchased through Vendor Agreements are being purchased for use solely by the Provider. Provider also acknowledges that it is not engaged in retail sales and will not directly or indirectly cause any goods or services purchased through the Vendor Agreements to be sold or used by any third party outside of the class pursuant to which it was originally purchased. It is the responsibility of the Provider to identify to Vendor the class of trade to which it belongs (i.e. physician practice) and agrees to hold harmless GPO and/ or its affiliated corporations for any costs, expenses, losses or damages incurred as a result of GPO Member’s designation of an inappropriate class of trade.

(d) Provider represents and warrants it has never been excluded from participation in any federal health care program (as such term is defined in 42 U.S.C. § 1320a-7b(f)), or been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Each party represents and warrants it has not been the subject of an actual, pending, or threatened formal adverse action, as that term is defined in 42 U.S.C. § 1320a-7e(g). Each party will promptly notify the other party in the event it is, or is threatened to be, excluded from any federal health care program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, during the Term.

### **5. General Provisions.**

(a) Amendment: GPO may amend this Agreement upon thirty (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 thirty (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) Data Use: Provider authorizes GPO to share Provider’s purchasing/eligibility data with Vendors and

administrative service providers as reasonably necessary to administer the program, subject to commercially reasonable safeguards. Provider acknowledges that GPO is not responsible for any misuse of such data by Vendors or other third parties once shared.

(d) 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, Vendor Agreement terms 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. Provider may not disclose such Confidential Information to any other third party, including group purchasing organizations, wholesalers, distributors or manufacturers without the prior written consent of the Vendor. 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.

(e) Audit Rights: Upon reasonable notice, GPO may audit Provider’s records relevant to participation obligations (e.g., eligibility, Vendor enrollment, rebate reporting) to demonstrate program oversight and federal safe harbor compliance.

(f) Provider Compliance: Provider is solely responsible for compliance (i) with all federal and state program reporting obligations related to discounts, rebates, and pricing; (ii) for satisfying Vendor eligibility and onboarding requirements; and (iii) for its own purchasing, billing, and clinical decisions.

(g) Government Program Participation:

It is the intention of the parties that the discounts offered pursuant to this Agreement qualify for safe harbor protection under the Anti-Kickback Statute pursuant to the statutory and regulatory and the “Discount Safe Harbor,” 42 U.S.C. § 1320a-7b(b)(3)(A) and 42 C.F.R. § 1001.952(h) and/or the regulatory “GPO Safe Harbor” 42 C.F.R. § 1001.952(j), as such laws may be amended from time to time.

Any discounts issued by Vendors to GPO are intended to reflect discounts or other reductions in price within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) and 42 C.F.R. § 1001.952(h). GPO may have an obligation to report such discounts or other reductions in price to any state or federal health care program that provides reimbursement to GPO for the items or services to which the discount applies. GPO shall (i) fully and accurately report any discount or rebates it receives from Vendors to any state or federal health care program in any claim or, where applicable, cost report, and (ii) provide, upon request by any federal or state agency, information provided by Provider or Vendor. Further, GPO shall retain invoices and other price documentation and make them available to federal or state officials upon request.

(h) Indemnification: Provider shall indemnify, defend, and hold harmless GPO and its affiliates, including CCPA, their officers, directors, employees, and agents from any Vendor, GPO Vendor or third-party claims, damages, costs, and expenses (including reasonable attorneys’ fees) arising out of: (i) Provider’s purchases or use of Vendor goods/services; (ii) Provider’s breach of this Agreement or of any Vendor Agreement, or Vendor terms and conditions; or (iii) any claim as a result of Provider’s acts or omissions. If GPO is named in a claim based on Provider’s conduct, Provider will assume the defense (subject to GPO’s right to participate) and shall not settle any claim imposing non-monetary obligations on GPO without GPO’s prior written consent.

(i) Limitation of Liability: GPO will hereby disclaims and excludes any express or implied representation or warranty regarding any goods and services under any purchasing agreement.

(j) Disclaimer; No Warranties: GPO makes no representation or warranty regarding any Vendor, product, service, price, availability, or fitness for a particular purpose, and shall have no liability for product performance or Vendor acts or omissions.

(k) Force Majeure: GPO is not liable for failures or delays caused by events beyond its reasonable control, including supply chain disruptions, Vendor defaults, labor disputes, acts of God, or changes in law.

(l) Governing Law; Venue: This Agreement shall be governed by the laws of the State of Illinois without regard to conflicts of law principles thereof, and any dispute shall be brought exclusively in the state or federal courts located in Cook County, Illinois.

(m) 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.

(n) Relationship of the Parties: Nothing contained within this Agreement creates an agency, partnership, joint venture, or employment relationship between GPO and Provider. Provider acts independently and retains complete control over their clinical, operational, or purchasing decisions.

(o) Entire Agreement: This Agreement, including any addenda hereto, constitutes the entire agreement and understanding between GPO and Provider 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. This Agreement may not be amended or modified, and no provision of this Agreement may be discharged or waived, except by a writing signed by GPO and Provider. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

(p) Severability: In the event any provision of this Agreement is for any reason deemed to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal, and enforceable.

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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:**

**CCPA Purchasing Partners, LLC:**

\_\_\_\_\_  
Legal Name of Provider

By: \_\_\_\_\_

\_\_\_\_\_  
Practice Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

225 E. Chicago Avenue, Box 113  
Chicago, IL 60611  
Phone: 312.227.7444  
Fax: 888.276.2344  
Email: [info@ccpapp.org](mailto:info@ccpapp.org)  
[www.ccpapp.org](http://www.ccpapp.org)

\_\_\_\_\_  
Address 2/Suite

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

**A current W-9 form must be  
returned with this agreement.  
Please submit all documents to  
CCPA Purchasing Partners, LLC:**

\_\_\_\_\_  
Phone

Email:

**[applications@ccpapp.org](mailto:applications@ccpapp.org)**

\_\_\_\_\_  
Fax

Fax:

**888.276.2344**

\_\_\_\_\_  
Email\*

Or mail:

**225 E. Chicago Avenue, Box 113  
Chicago, IL 60611**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*\*Your email address will be used by CCPAPP only for the purpose of sending out important communications. We require all members to provide CCPAPP with at least one valid email address to ensure that your practice is in receipt of the information. Email addresses will not be distributed to any entity or individual outside of CCPAPP.*