

# Letter of Participation

## The Perfect Purchase, Inc. ®

A Group Services Organization

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This Letter of Participation is entered into by the undersigned Candidate effective as of the date of acceptance by The Perfect Purchase, Inc. ® ("TPPI") as set forth below and is comprised of this cover sheet and the attached terms and conditions. **Please complete all fields with type or print.**

Date \_\_\_\_\_

Physician/Owner Name \_\_\_\_\_

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

Physician/Owner E-Mail \_\_\_\_\_

Designated Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Designated Contact E-Mail \_\_\_\_\_

Facility/Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

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

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_

Business Web Site Address: \_\_\_\_\_

Physician Office

Physician Office with Surgical Facility Accredited by: AAAASF JCAHO AAAHC

Ambulatory Surgery Center Accredited by: AAAASF JCAHO AAAHC

Other Medical Entity \_\_\_\_\_

Annual Medical/Surgical Supply Expenditures: \_\_\_\_\_

Annual Pharmaceutical Expenditures: \_\_\_\_\_

Non-Medical Entity

**For use by TPPI only:**

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

## Terms and Conditions

1. Member agrees to use the program materials provided to Member by TPPI and any affiliate of TPPI ("Program Materials") only in connection with Member's participation in TPPI group purchasing programs. Member agrees that title to and ownership of the Program Materials shall remain with TPPI and/or any such affiliate. Member will maintain the confidentiality of Program Materials, and will not disclose same to any third parties. Member will return all Program Materials to TPPI upon the termination of Member's participation in TPPI group purchasing programs.
2. The TPPI medical/surgical group purchasing program contemplates as a goal that Member will purchase eighty percent (80%) (by annual dollar volume) of its annual requirements for all medical/surgical products and supplies covered under the program from the TPPI distributors.
3. Member hereby designates TPPI to act as Member's purchasing agent for any and all medical, surgical, pharmacy (if Member participates in the pharmacy program) and other products purchased by Member through TPPI group purchasing programs. Member understands that TPPI will act as Member's primary group purchasing organization.
4. TPPI hereby discloses to Member that, in consideration for administrative services, TPPI or will be paid an administrative fee by contracted manufacturers and suppliers in an amount not to exceed three percent (3%) of the purchase price of aggregate purchases by Member except as set forth in the attached Administrative Fee Exception Schedule. The Schedule will be updated from time to time as necessary and such updates will be deemed to be incorporated in this Letter of Participation immediately upon transmission to Member. TPPI will also disclose annually to Member the amount of any such fees earned by TPPI or Purchasing Partners, by vendor, with respect to purchases made by or on behalf of Member.
5. Member acknowledges and agrees that any action by Member which is inconsistent with the terms hereof may result in the termination by TPPI, at TPPI's sole discretion, of Member's participation in any or all TPPI group purchasing programs. By signing this Letter of Participation, Member acknowledges its intent to: (i) participate in TPPI group purchasing programs and (ii) comply with the participation requirements described herein.
6. This Letter of Participation may be canceled by either TPPI or Member by giving at least thirty (30) days written notice of cancellation to the other.
7. This Letter of Participation represents the entire agreement between TPPI and Member regarding TPPI participation requirements and supersedes any prior oral or written agreement concerning such subject matter.
8. Member represents that all products purchased under TPPI and/or Purchasing Partners negotiated agreements are for its own operations, excluding operations which compete with retail trade, and are not for resale.
9. During the term of this agreement, Member agrees to require individuals (employees, agents, designated representatives) made aware of confidential information to keep confidential and not disclose to any third parties other than TPPI and Purchasing Partners or other employees of Member with a need to know (who have been made aware of this provision by the Member) any information designated as confidential by TPPI or Purchasing Partners by either oral or written statement without TPPI's and/or Purchasing Partners' prior written permission. Such confidential information may take many forms, but is likely to include TPPI's and/or Purchasing Partners' plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, and contract catalogs (printed and electronic).
10. Member agrees during the term of this Letter of Participation not to use any TPPI agreements as leverage to negotiate individual or system agreements with TPPI's contracted vendors or other competing vendors.
11. Warranty - TPPI does not make any warranty or representation, express or implied, as to goods and services purchased under TPPI supplier agreements.
12. Liability - In no event will TPPI have any liability for any special, indirect, incidental, or consequential damages arising in any way out of this agreement, whether or not TPPI has been advised of the possibility of these damages. These limitations will apply notwithstanding the failure of the essential purpose of any limited remedy, except in the event of intentional misconduct or violation of law, in no event will TPPI's aggregate liability arising under this agreement exceed \$ 50,000.00.
13. Indemnification - Member shall indemnify, defend, and hold harmless TPPI and TPPI's respective directors, officers, managers, employees, partners, affiliates, and agents from and against any and all losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties, and reasonable attorneys' fees), and judgments ("Liabilities") brought against TPPI in connection with any third party claims, demands, and actions arising from the conduct of member.