

**Physician Select by MedACCESS (PSMA)**

**MedACCESS, Inc**

**PARTICIPATION AGREEMENT**

**THIS PARTICIPATION AGREEMENT** (“Agreement”) is entered into on \_\_\_\_\_, 20\_\_\_, to be effective as of \_\_\_\_\_, 20\_\_\_ (“Effective Date”), by and between MedACCESS, Inc. a Delaware corporation, and \_\_\_\_\_ (“Purchaser”).

MedACCESS Inc. is a health care, group purchasing organization (“GPO”) and has negotiated discount pricing contracts, with certain distributors, manufacturers, vendors, and has affiliate agreements with certain GPOs providing Purchaser access to discounted pricing terms for products and services used in the conduct of Purchaser’s business, and Purchaser desires to purchase such products and services in an effort to reduce Purchaser’s administrative burden and to lower Purchaser’s costs of healthcare delivery.

Therefore, in consideration of the mutual agreements set forth herein, MedACCESS, Inc. and Purchaser agree as follows:

Subject to the terms of this agreement, MedACCESS, Inc. grants Purchaser a limited license to access the favorable pricing available through PSMA, a MedACCESS, Inc cooperative program and to our affiliate agreement contracts. Purchaser grants MedACCESS, Inc limited agency authority to act as the Purchasers purchasing agent.

Membership in the PSMA program is at **NO COST** to the Purchaser. No Fees are paid by the Purchaser to access the discounts.

Both Parties desire for MedACCESS, Inc to be able to expand its scope of access to discounted products and services available to Purchaser by having MedACCESS, Inc contract with other GPOs to access their contracts. Purchaser hereby gives MedACCESS, Inc limited agency authority to enroll the Purchaser with other GPO programs MedACCESS has contracted with on behalf of the Purchaser, as long as there is no obligation on the part of Purchaser to purchase products or services and no GPO membership fees payable by Purchaser.

Purchaser, understanding that the power of a group purchasing program is in the member’s support of the contracted products and services, agrees to use reasonable effort to purchase 85% of the products and services utilized by Purchaser through MedACCESS, Inc. programs and affiliates. Purchaser will give contracted products the opportunity to prove their quality and cost effectiveness.

**Purchaser, its employees and their families are entitled to make unlimited use of some of the program for their respective non-business, personal purchases.**

Purchaser understands that MedACCESS may receive fees of varying amounts, either directly or indirectly from suppliers based on the purchaser’s purchases. The majority of the fees received are less than 2% of the total sales of contracted items to the purchaser.

The initial membership in all MedACCESS, Inc. programs is for 24 months, commencing on the Effective Date. After the initial term, on each anniversary of the Effective Date, the term will automatically renew for an additional 12-month term. Either party may cancel at any time.

**Purchaser:** [PLEASE COMPLETE ALL SECTIONS]

**By:** \_\_\_\_\_ [signature]      **Its:** \_\_\_\_\_ [position/title]

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_ **Email:** \_\_\_\_\_

**Practice Name:** \_\_\_\_\_ **# of Physicians:** \_\_\_\_\_ **Business/Specialty:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_ **PSS Account #** \_\_\_\_\_

**DEA #** \_\_\_\_\_

**Distributor:** Physician Sales & Service **Branch:** \_\_\_\_\_ **Rep:** \_\_\_\_\_

**Please fax to PSS PCI Department: 904-332-3183**

MedAccess, Inc. makes no warranties or representations as to the goods purchased. Purchaser’s sole remedy will be under the warranty, if any made by Vendors. **MEDACCESS, Inc. HAS MADE NO AFFIRMATION OF FACT AND HAS MADE NO PROMISE RELATING TO THE GOODS BEING PURCHASED, INCLUDING THOSE UNDER PRICING ARRANGEMENTS NEGOTIATED BY MEDACCESS, Inc., THAT HAS BECOME ANY BASIS OF THE BARGAIN. FURTHER, MEDACCESS, Inc. HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS PURCHASED, INCLUDING THOSE UNDER PRICING ARRANGEMENTS NEGOTIATED BY MEDACCESS, Inc., THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY AFFIRMATION OR PROMISE. MEDACCESS, Inc. MAKES NO WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS OR SERVICES PURCHASED, INCLUDING THOSE UNDER PRICING ARRANGEMENTS NEGOTIATED BY MEDACCESS, Inc. MEDACCESS, Inc. MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSES WHATSOEVER WITH RESPECT TO THE GOODS PURCHASED, INCLUDING THOSE UNDER PRICING ARRANGEMENTS NEGOTIATED BY MEDACCESS, Inc.**

Any controversies or disagreements arising out of, or relating to, this Agreement or the breach thereof, will be settled by arbitration in accordance with the rules then existing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The laws of the State of Alabama shall govern this Agreement.

# PSMA CONNECT

## GPO Participation Amendment to MedACCESS, Inc. Participation Agreement

MedACCESS, Inc. and Purchaser below entered into a Participation Agreement with an effective date of \_\_\_\_\_. Both parties now desire for MedACCESS, Inc. to be able to expand its scope of access to discounted products and services available to Purchaser under the Participation Agreement by having MedACCESS, Inc. contract with other Group Purchasing Organizations ("GPO's"), to include, but not exclusively VHA Inc., a national healthcare GPO. Purchaser hereby gives MedACCESS, Inc. limited agency authority to (1) enroll the Purchaser with any GPO programs MedACCESS has contracted with on behalf of Purchaser, (2) sign each GPO's applicable membership agreements on Purchaser's behalf, so long as there is no obligation on the part of Purchaser to purchase products or services and no GPO membership fees payable by Purchaser required under the terms and conditions of the GPO's membership agreement, and (3) accept (for subsequent distribution by MedACCESS to Purchaser) any disclosures, reports and/or other notices that VHA may prepare pursuant to the requirements of the federal health care program anti-kickback law's GPO safe harbor, 42 C.F.R §1001.952(j).

**Tax Status.** Purchaser has checked the number below that correctly reflects Purchaser's organizational legal structure and tax status, and agrees to provide MedACCESS, Inc. with written notice of any changes during the term of this Agreement.

- \_\_\_\_\_ 1. 501(c)(3) tax-exempt corporation  
\_\_\_\_\_ 2. For-profit corporation  
\_\_\_\_\_ 3. Pass-through entity -- **all** members of the LLC or partners of the partnership are either for-profit corporations or 501(c)(3) entities  
\_\_\_\_\_ 4. Other (e.g. pass-through entity with individual members or partners) Purchaser's description of structure:

AGREED:

AGREED:

Purchaser  
[entity name]

MedACCESS, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: Tim Lescalleet

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Purchaser:** [PLEASE COMPLETE ALL SECTIONS]

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Practice Name: \_\_\_\_\_ # of Physicians: \_\_\_\_\_ Business/Specialty: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ PSS Account # \_\_\_\_\_

DEA # \_\_\_\_\_

Distributor: Physician Sales & Service Branch: \_\_\_\_\_ Rep: \_\_\_\_\_

**Please fax to PSS PCI Department: 904-332-3183**