

Please fax the completed form to INN at 844.322.9404

Membership Agreement

This Membership Agreement is made by and between the Integrated Nephrology Network (INN) and (Applicant) effective as of (current date): _____

Name of Parent Organization (applicant)

Contact Person

Address of Administrative Office (where rebates are to be paid)

Practice Information

Name of Practice

HIN #

Practice Shipping Address

City

State

Zip Code

Primary Contact

Telephone Number

Fax Number

E-mail Address

Days of Operation

Type of Clinic Dialysis Nephrology Office Prison
 Epo/Depot Nursing Home Program

By providing e-mail address(es) and signing this agreement, Applicant hereby grants INN permission to contact Member via e-mail and/or fax in order to pass on information regarding educational meetings, product/pricing announcements, and/or any other information that INN deems may be of interest to Member, consistent with the requirements set forth in the CAN-SPAM Act of 2003 and the Junk Fax Prevention Act of 2005.

Terms of GPO Membership Agreement:

1. There is no annual fee to INN members. Participating manufacturers pay an administrative fee to INN (and in some cases GPOs affiliated with INN) on all qualifying purchases made by INN members. The administrative fees amount to three percent or less of the purchase price of the goods or services purchased by INN members by the participating manufacturer.
2. This GPO Membership Agreement is subject to Applicant meeting credit and payment criteria as established by INN in conjunction with INN's Authorized Distributors, and is subject to approval and acceptance by INN. INN reserves the right to decline membership to Applicant for any reason. If Applicant is accepted as an INN member, this GPO Membership Agreement shall become effective as of the date of the signature by the authorized INN representative set forth below.
3. INN may terminate this GPO Membership Agreement, and the participation of Applicant as an INN member, at any time and for any reason.
4. Applicant understands and agrees that INN may offer an expanded portfolio of products and services from participating manufacturers through GPO affiliation agreements with other GPOs, and that such affiliated GPOs may receive part of the administrative fees from participating manufacturers.
5. INN, and the GPOs with which INN affiliates to provide INN members an expanded portfolio of qualified products and services, each meet the definition of a group purchasing organization in 42 C.F.R. § 1001.952(j) and agree to comply with all requirements of that regulation.
6. This agreement authorizes INN and its affiliated GPOs to utilize the above Applicant Information to verify Applicant's eligibility for contract pricing with participating manufacturers.
7. Applicant certifies that all products purchased through INN contracts, or those of an affiliated GPO, are solely for the INN member's 'own use', as that term is defined in Abbott Laboratories et. al. vs Portland Retail Druggist Association, Inc. 425 US 1(1976) where applicable. In the event that the phrase "own use" is modified by a court decision or federal statute of regulations, the facility will utilize the contract items in a manner consistent with the law so modified, within the meaning of the Non-profit Institutions Act, 15 U.S.C. § 13c, and will not be resold or distributed to third parties for sale by the Applicant.
8. Applicant acknowledges that, if accepted as an INN member, it may purchase products from INN participating manufacturers, either directly or through any of INN's Authorized Distributors listed above, in accordance with the participating manufacturers' policies negotiated by INN with the participating manufacturers.
9. INN agrees and Applicant acknowledges that, if Applicant is accepted as an INN member, INN will disclose, in writing, to Applicant at least annually, and to the Secretary of Health and Human Services upon request, the amount received [by INN and its affiliated GPOs] from each participating manufacturer with respect to purchases made by or on behalf of an INN member.
10. By providing fax number and email and signing this agreement, Member hereby grants INN permission to contact Member via fax and/or email in order to pass on information regarding educational meetings, product/pricing announcements, and or any other information that INN deems may be of interest to Member, consistent with the requirements set forth in the Junk Fax Prevention Act of 2005.
11. Applicant acknowledges that as a Member, it may receive certain confidential and proprietary information related to INN ("Confidential Information"), which includes, but is not limited to, the terms and conditions of certain INN contracted drugs. Except as required by law, Member shall at all times maintain the confidentiality of such information, including any information provided to Member related to INN, except as required by law, or with the express written consent of INN. Notwithstanding the foregoing, Member may discuss any such Confidential Information with other INN members.

Signature and Certification

Subject to INN's acceptance below, Applicant hereby agrees to be a "Member" of the INN group purchasing organization subject to the above terms and conditions. As of the date set forth below.

X

Practice Signature

INN hereby accepts Applicant as Member:

X

By

Printed Name

Printed Name

Title

Title

Date

Date