



Southern Oncology Association of Practices

MEMBERSHIP AGREEMENT

The undersigned Member of Southern Oncology Association of Practices (SOAP) hereby authorizes SOAP to enter into contractual agreements with pharmaceutical companies to arrange for the purchase by Member of pharmaceuticals at a discount. Member further authorizes SOAP to designate a wholesaler for Member and also authorizes wholesaler to release SOAP volume usage to SOAP's Board of Directors for group purchasing tracking purposes.

As a condition to participating in such group purchasing arrangement, Member represents and warrants as follows:

- A: Products purchased at contract prices under agreements SOAP enters into or agreements that a partner GPO enters into on SOAP members' behalf, with pharmaceutical companies will be used as intended in the Member's practice only and will not be resold or traded.
- B: Member is in compliance with, and shall remain in compliance with, all federal or state laws and regulations applicable to the fees, rebates and discounts paid by the pharmaceutical companies to Member, including and without limitation, the Medicare/Medicaid anti-kickback statute and any laws requiring the proper disclosure and/or reporting of fees, rebates and discounts.
- C: Member will maintain accurate records concerning their purchases of pharmaceuticals under the SOAP agreements and make such information available to pharmaceutical companies upon their request for inspection during regular business hours.
- D: Member will maintain the confidentiality of pharmaceutical prices and contract terms. As required by law, prices and contract terms will not be disclosed to any third party other than the Member selected wholesaler. Member shall take reasonable precaution to maintain this confidentiality, including the following: (1) only those persons within the member practice who have a need to know shall have access to pricing information; (2) any information pertaining to pricing shall be kept in a secure file which is marked "Confidential"; (3) the Active Member, by signing this document is deemed to bind himself or herself personally to these confidentiality provisions. In the event a SOAP membership is terminated, or that any listed Member should leave the employ of the member practice, all information regarding SOAP contracts and pricing will remain confidential and shall not be disclosed or communicated in any method to anyone after said termination except as authorized by SOAP or compelled by law.
- E: Member will maintain the confidentiality of any and all information contained on the SOAP website and will not disclose that information to any third party. Member shall take reasonable precautions to maintain confidentiality of that information including the following: (1) only those persons within the member practice who has a need to know shall have access to the information. In the event a SOAP membership is terminated, or that any listed person from a Member should leave

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the employ of the member practice, all information on the website will remain confidential and shall not be disclosed or communicated in any method to anyone after said termination except as authorized by SOAP or compelled by law.

- F: Member will purchase, from the selected wholesaler, all of its requirements of the pharmaceuticals for which SOAP has contracted.
- G: Member agrees to attend a minimum of one SOAP meeting per year and to endeavor to attend more whenever possible. The Active Member may designate another staff member to attend the SOAP meeting in their place. While additional staff may attend, only Active Members or their designees will have voting privileges.

Member acknowledges that SOAP may be paid fees by the pharmaceutical companies. Such fees shall be three percent or less of the purchase price of the pharmaceutical products purchased by Member. SOAP may provide Member, on an annual basis, written notification disclosing the amount of the fee SOAP was paid by each pharmaceutical company with respect to Member's purchases. Member acknowledges that it shall be responsible for verifying the amount of Member's purchases set forth in such notice against Member's purchase records. In the event of a discrepancy, please notify SOAP so that the discrepancy can be resolved.

Membership is at will and may be cancelled by either party with written notification. As per our Bylaws section Article 1, Section 2: Membership shall be terminated by the Board of Directors for (1) failure to pay required dues; (2) failure to attend membership meetings as required by the Bylaws; (3) any act by the Member contrary to the best interests of the Corporation; (4) breach of any provision of the Bylaws or membership agreements currently in effect or hereinafter adopted or any written rules as established by the Board of Directors.

Attached hereto are the rules that have been adopted by the Board of Directors.

This SOAP Membership runs on a July 1st - June 30th year.

All membership fees are subject to change and due when the Membership application is submitted, and non-refundable, if application is approved.

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ACTIVE MEMBER INFORMATION: (Active member receives SOAP correspondence and may be the physician, office manager, purchasing manager, nurse, or any other staff member)

Printed Name of Active Member

Signature

By the signature above, the active member binds his/herself and the practice they represent to the terms of the foregoing Group Purchasing Agreement.

Title: _____ **Email address:** _____

Phone: _____ **Fax:** _____ **Date:** _____

PRACTICE INFORMATION:

Practice Name: _____ **2nd Location:** _____

Address: _____ **Address:** _____

City, State Zip _____ **City, State Zip:** _____

(If more than two clinic locations, please note all other locations on a separate sheet.)

PHYSICIAN NAME	DEA NUMBER	PHYSICIAN NAME	DEA NUMBER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If the physician has multiple DEA numbers for multiple sites, please include all DEA numbers and indicate which site(s) they attach to.

Additional Office Personnel we may contact regarding SOAP:

Practice Administrator: _____ **Email:** _____

Nurse Manager: _____ **Email:** _____

Business Office Manager: _____ **Email:** _____

Confidential information regarding pricing, contracts, and financials will only be discussed with Active Member and/or Designee unless otherwise requested by Active Member.

Please review the Membership Agreement. Please complete form, initial each page of the Membership Agreement, send completed form and check made payable to SOAP for \$100.00 annual membership fee to Jeannie VanderKruik, Executive Director, SOAP, 316 Weatherstone Drive, Belleville, IL 62221.