

# Letter of Participation (“LOP”) (Veterinary Market)



*Reducing healthcare costs. Improving healthcare quality*

**PARTICIPATING MEMBER NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**THIS THREE PARTY LETTER OF PARTICIPATION** (“LOP”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, (“LOP Date”) by and between (1) the undersigned facility and its related entities, as listed on Attachment A if applicable, and as amended from time to time, (collectively “Member”), (2) Amerinet, Inc. (“Amerinet”) and (3) Health Resource Services (“Affiliate”).

By signing this LOP, Member will be entitled to continue to receive support services and access to Amerinet’s group purchasing programs and services (“Programs”) that may be applicable to Member, and Amerinet has committed to provide such Programs and support services to Member and the Member agrees to work with Amerinet representatives during that time to evaluate the cost reduction opportunities afforded to them under such programs, with the right of becoming a full, independent Member of Amerinet. To further demonstrate our mutual commitment to maximizing the benefits of Amerinet membership for this facility, Amerinet shall waive Amerinet program participation fees for the Member.

Member agrees to designate Amerinet as one of its group purchasing agents for the term of this LOP. Member hereby authorizes Amerinet to negotiate contracts on its behalf with Suppliers to furnish Products to Member. As such group purchasing agent, Amerinet shall not have authority to bind Member without its prior written permission, and Amerinet’s duties shall be limited to negotiating prices and other terms with Suppliers.

Member acknowledges and agrees that the materials and information furnished to it from time to time during the term of this LOP by Amerinet (collectively, the “Confidential Information”) constitute the confidential and proprietary information of Amerinet, to be used solely for its benefit, and that substantial and irreparable harm would be suffered by Amerinet in the event that Member should disclose any Confidential Information to any third party, either during or after the term of this Agreement, without the prior written consent of Amerinet, except to the extent required by law. Upon termination of this Agreement, Member will return to Amerinet all originals and copies of the Confidential Information, and will not retain any copies. For purposes of this section, Confidential Information includes information in printed format, in microfiche, or in any other electronic or other form whatsoever.

MEMBER ACKNOWLEDGES THAT AMERINET, NOT BEING THE MANUFACTURER, WHOLESALER OR DISTRIBUTOR OF THE PRODUCTS, MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS OFFERED BY SUPPLIERS UNDER THE TERMS OF AMERINET CONTRACTS. Therefore, Member agrees to indemnify, defend, and hold harmless Amerinet upon demand from and against any and all suits, claims, damages and expenses (including but not limited to reasonable attorneys’ fees) arising out of or resulting from damage to property or injury to persons that is caused by or arises out of any of the Products purchased under Amerinet’s contracts, or the use of such Products.

Member agrees it shall cooperate with Amerinet in the auditing of vendor and distributor invoices on a selective basis to ensure vendor and distributor compliance with the Amerinet program terms and pricing. Member further agrees to provide in writing to Amerinet, upon request, all requested information concerning pricing, volume of purchases, choice of products, or other information relative to purchases made or orders placed by Member.

This Agreement shall become effective upon execution by all parties. This Agreement may be terminated by either Member or Amerinet (a) immediately upon a material breach of any provision of this Agreement by the other party, which material breach has continued for forty-five (45) days following the delivery of written notice to the breaching party of such material breach, or (b) with or without cause, upon written notice delivered to the other party no later than sixty (60) days before the desired date of termination. Upon termination of this Agreement, neither party shall have any further obligations hereunder except for the confidentiality provisions above and those obligations which have accrued prior to the date of termination.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement.

Each signatory to this Agreement represents and warrants that he or she has all necessary capacity and authority to act for, sign on behalf of and bind the respective entity.

The undersigned agrees to participate in the Amerinet group purchasing program as outlined above.

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**SIGNATURE PAGE**

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**MEMBER:**

(see information above)

**AMERINET, INC.:**

2060 Craigshire Road  
St. Louis, MO 63146

**BY:** \_\_\_\_\_  
(signature)

**BY:** \_\_\_\_\_  
(signature)

**NAME:** \_\_\_\_\_

**Brian Straeb**  
**Executive Vice President, Sales**  
**brian.straeb@amerinet-gpo.com**

**TITLE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**HEALTH RESOURCE SERVICES:**

1100 Olive Way Suite 1030  
Seattle, WA 98101

**BY:** \_\_\_\_\_  
(signature)

**Kenneth Freeman**  
**President**  
**kenneth.freeman@vmmc.org**

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