

STATE AFFILIATION AGREEMENT

MGMA-ACMPE, dba Medical Group Management Association (“MGMA”) is a Colorado non-profit corporation and is the premier membership association for professional administrators and leaders of medical group practices. MGMA’s mission is to elevate the performance of medical practice leaders and their organizations by connecting members, building partnerships, setting standards for certification, advocating and improving systems that complement the delivery of affordable, quality patient care. MGMA is defined by administrator-physician leadership, driven by data, devoted to professional development and dedicated to advocacy for better healthcare policy.

MGMA and its diverse state [and local] affiliates blend together in collaboration and to form a mutually dependent and mutually beneficial force aligned with achievement of the MGMA mission. The purpose of this Agreement is to define the rights, duties and benefits of MGMA and its affiliates and their respective roles as they unite in pursuit of the mission.

In consideration of their shared aspirations and the mutual promises that follow, MGMA and _____ (“Affiliate”) bind themselves to each other as follows:

1. REPRESENTATIONS OF AFFILIATE.

(a) Affiliate is incorporated and in good standing under the laws of the state of _____. Copies of Affiliate’s current Articles of Incorporation will be made available to MGMA upon request. To the extent that Affiliate is a tax-exempt organization, its tax exemption determination letter from the Internal Revenue Service is attached to this Agreement.

(b) Affiliate has the full right, power and authority to enter into and perform its obligations under this agreement, and the execution and delivery of this Agreement have been duly authorized by all necessary corporate action.

(c) Execution of this Agreement does not violate any law, contract or other agreement by which Affiliate is bound.

(d) There is no litigation or proceeding pending or, to the knowledge of any of Affiliate’s officers, threatened against Affiliate.

(e) Affiliate is committed to MGMA’s mission and the realization of MGMA’s vision. Among its purposes for existence is pursuit of the MGMA mission as described above.

2. REPRESENTATIONS OF MGMA.

MGMA represents to Affiliate that it is incorporated and in good standing under the laws of the state of Colorado. MGMA has the full right, power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement has been duly authorized by all necessary corporate action.

3. GRANT OF STATE AFFILIATE STATUS.

MGMA by this Agreement confers upon Affiliate the status of MGMA's State Affiliate for the state of _____. The term of this Agreement, and Affiliate's status as MGMA's State Affiliate for the state of _____, shall commence on the date of this Agreement and terminate on December 31 of the same year. Unless earlier terminated this Agreement shall be automatically renewed for an additional term of one year unless either party provides to the other written notice of termination at least ninety (90) days prior to the end of the initial or then-current renewal term.

4. MGMA COVENANTS.

During the term of this Agreement, MGMA will abide by the following covenants and agreements:

(a) MGMA, through its employees and agents may from time-to-time undertake research and development of meaningful, current and forward thinking content and knowledge around its mission, and as appropriate will make such information available to Affiliate.

(b) MGMA may solicit, consider and, where appropriate, incorporate Affiliate's input and opinion on matters relating to the Affiliate relationship between MGMA and Affiliate. MGMA will create training and development opportunities for Affiliate's leadership and will create forums for Affiliate's leadership to interact with MGMA State Affiliates from other states, to enhance Affiliate's leadership, knowledge of MGMA and to develop and enhance their leadership skills.

(c) To symbolize Affiliate's commitment to the MGMA mission and vision, and to facilitate Affiliate's serving the MGMA mission in the state of _____, MGMA will confer on Affiliate certain limited rights to use the MGMA mark to identify Affiliate as MGMA State Affiliate, more particularly described below.

(d) Subject to availability, MGMA will upon request provide MGMA staff speakers – one MGMA Government Affairs staffer and one MGMA staffer, at Affiliate's State Conferences (for up to two engagements per year) in exchange for payment of the speaker's travel expenses only.

(e) MGMA will facilitate the offering of ACMPE credit for appropriate subject matter at Affiliate's State Conferences.

(f) MGMA will provide complementary membership in MGMA for Affiliate's national liaison or a staff member.

(g) MGMA will encourage MGMA members within the state of _____ to become members of Affiliate and refrain from any actions or conduct which would tend to discourage membership in Affiliate.

(h) MGMA will make available to Affiliate data respecting MGMA's members in the state of _____, in accordance with the provisions of Sections 6 and 7 of this Agreement, as

well as any other restrictions MGMA may develop from time to time, provided Affiliate makes available to MGMA the same data respecting Affiliate's members. MGMA will also work with participating Affiliates on a jointly shared staff salary questionnaire utilizing the National MGMA survey participation portal, and using that questionnaire MGMA will develop state specific reports deployed in DataDive platform that participating Affiliates will be able to access.

(i) MGMA will allow Affiliate to republish (subject to approved attribution) up to two articles from MGMA publications per quarter.

(j) MGMA will allow Affiliate to post the *Washington Connection* behind the member wall on its website and/or to forward *Washington Connection* to Affiliate's members by email.

(k) MGMA will provide, at Affiliate's request, a "traveling bookstore" (including a supply of bestselling books) for Affiliate's state conference, and MGMA will bear shipping expense for one event per year.

5. AFFILIATE COVENANTS.

During the term of this Agreement, Affiliate will abide by the following covenants and agreements:

(a) Affiliate shall operate at all times in full compliance with all applicable statutes, laws, regulations, rules and other legal standards governing its performance. Affiliate shall at all times operate in a manner consistent with MGMA's stated mission and MGMA's published policies and guidelines as they exist from time to time, including without limitation, MGMA's Principles of Alliance and Intellectual Property Policy.

(b) Affiliate understands that MGMA publishes and makes available various content to its members and affiliates. Affiliate understands and agrees that it may not copy, reproduce or distribute any of MGMA's materials, such as newsletters, articles, survey tools and assessments, or other content, without first obtaining MGMA's written consent.

(c) Affiliate shall refrain from adopting policies or taking actions inconsistent with or contrary to MGMA's stated mission.

(d) Affiliate shall support and arrange for its leadership to participate in MGMA sponsored leadership training and development opportunities and facilitate attendance by its leadership at MGMA sponsored peer group leadership forums. In this regard Affiliate shall cause its President (or similar senior executive officer) and its President Elect (or similarly designated successor to its senior executive officer) to maintain membership in MGMA and shall encourage other members of its governing board to be members of MGMA.

(e) Affiliate shall, consistent with MGMA's published Event Scheduling Procedures as they exist from time to time, coordinate its professional development product offerings with those sponsored by MGMA and coordinate the scheduling of its sponsored events to avoid conflict with MGMA sponsored events. For example, Affiliate agrees that it will not hold conferences within 30 days of an MGMA conference that is held in the Affiliate state.

(f) Affiliate will encourage affiliate members within the state of _____ to become members of MGMA and refrain from any actions or conduct which would tend to discourage membership in MGMA.

(g) Affiliate shall provide a complementary non-voting membership for one (1) MGMA staff person.

(h) Subject to the terms stated in Sections 6 and 7 below, Affiliate will make available to MGMA, on a reciprocal basis, data Affiliate has collected relating to Affiliate's members in the state of _____.

(i) Affiliate shall encourage/facilitate Affiliate's members' participation in MGMA surveys conducted within the state of _____.

(j) Affiliate shall not use any MGMA survey or other data product or sell, license or transfer to any third party any MGMA survey or other data product except as expressly stated in terms of use accompanying the survey or data product or as otherwise allowed by MGMA's express written permission.

(k) Affiliate shall encourage its members to promote the value of MGMA's professional development programs, including the ACMPE designation, using messaging developed by MGMA delivered in accordance with MGMA's messaging protocols.

(l) Affiliate shall comply with MGMA's Affiliate Baseline Reporting Requirements as stated from time to time, and report compliance annually to MGMA in the form required by MGMA. MGMA's current Affiliate Baseline Reporting Requirements are attached hereto as Schedule B.

(m) Affiliate shall consider application to the Internal Revenue Service for status as a Section 501(c)(6) organization. Affiliate shall not be required to make application for Section 501(c)(6) status but is strongly encouraged to do so. If Affiliate is a tax-exempt organization it will comply with all requirements necessary to maintain its tax-exempt status.

(n) Affiliate may engage in federal, state and local advocacy. Affiliate shall not be required to support or advocate MGMA's policy positions but, in view of the need to maintain consistent messaging under the MGMA logo, Affiliate shall avoid publicly challenging MGMA's policy positions or advocating opposing policy positions under the MGMA logo and shall, when advocating policy positions opposed to MGMA's position, inform its audience that the views expressed are those of Affiliate – not MGMA.

(o) Affiliate shall be free to set its own agenda for activities which it deems best serve its mission and to create and provide benefits which it believes best serve its members; provided however, that Affiliate's engagement in or support of activities outside the MGMA mission shall in no case conflict with or detract from MGMA's mission, activities or initiatives or otherwise divide Affiliate's and Affiliate's members' loyalty to MGMA.

(p) Affiliate may engage in commercial activity to support its mission and the MGMA mission. However, Affiliate understands and agrees that it may not engage in any

directly competitive activities with MGMA without first obtaining MGMA's written consent. For example (and without limitation), Affiliate may not resell MGMA products, content or data without first obtaining MGMA's written consent.

(q) Affiliate will use the MGMA and MEDICAL GROUP MANAGEMENT ASSOCIATION trademarks in connection with its business only in accordance with MGMA's Trademark License Agreement, which is attached hereto as **Schedule A** and fully incorporated by this reference.

6. MEMBER DEMOGRAPHIC DATA SHARING.

(a) The List Exchange. MGMA and Affiliate shall collaborate in the development and maintenance of a membership database (the "List Exchange") through which the parties will share certain information relating to their respective members, for use solely as allowed in this Agreement. The List Exchange will be established and function as follows: Semiannually, in January and June of each year, Affiliate shall deliver to MGMA, in format prescribed by MGMA, a listing of all of Affiliate's members and their respective contact information (including street or post office box address and email address). Within one month of receipt of Affiliate's member information, MGMA shall deliver to Affiliate listings of (a) all MGMA members and their respective contact information (including street or post office box address and email address located within Affiliate's state, (b) all MGMA members who are also members of Affiliate plus all Affiliate's members and (c) all Affiliate members who are not MGMA members. Affiliate and MGMA will comply with the CAN-SPAM Act and all similar laws and regulations applicable to either of them.

(b) Preservation of Membership Data. Affiliate bears sole responsibility for maintaining and storing its membership data. Affiliate acknowledges and agrees that MGMA shall not be responsible or liable in any way for Affiliate's use of the List Exchange or the failure of the List Exchange to accomplish or facilitate any Affiliate use or purpose, including without limitation use of the List Exchange for recording and storing membership data.

(c) Representations and Warranties Regarding List Exchange. Each of MGMA and Affiliate represents and warrants to the other that it has the authority and legal right to disclose and share such membership data as it shares from time to time with the other party and that doing so does not violate any law, regulation, rule or order or any contract, agreement or policy to which it is subject or by which it is bound and that its membership data delivered to the List Exchange was collected lawfully and in accordance with all applicable legal, contractual and internal privacy and other policies.

7. USE OF SHARED MEMBER DEMOGRAPHIC DATA.

(a) Non-Commercial License Grant. Each of MGMA and Affiliate grants on a reciprocal basis the other a limited, non-exclusive, non-transferable, non-sublicensable license to use such party's membership data provided through the List Exchange solely for non-commercial purposes in connection with (i) membership networking, (ii) cross-marketing of programs, (iii) membership tracking and analysis, (iv) internal (but not rental) mailing programs, and (v) solicitation of membership in its organization. Each party agrees that under this non-

commercial license: (a) it may not send promotional materials to the other's membership lists obtained through the List Exchange more than once per month unless it obtains written permission from the other party for more extensive use; and (b) it may not sell or license the other party's membership data to a third party.

(b) **Commercial License Grant.** Affiliate grants MGMA a non-exclusive, non-transferable license to use its membership data provided through the List Exchange for commercial and non-commercial purposes, to compile and analyze membership data and to offer products, programs and services to MGMA's members and State Affiliates so long as MGMA does not use any personally identifiable information of Affiliate's members. Affiliate may not use MGMA's membership data for commercial purposes without first obtaining MGMA's prior written consent.

(c) MGMA and Affiliate shall each provide the other contemporaneously with distribution to the List Exchange (or any select group within the List Exchange) all communications sent to the List Exchange or any select group within the List Exchange.

8. RECOGNITION OF OTHER ORGANIZATIONS.

MGMA acknowledges that Affiliate may choose to recognize other organizations within its State formed to advance the profession of medical group practice management which meet the criteria established by Affiliate.

9. GOVERNANCE ISSUES.

(a) With the concurrence of MGMA, Affiliate may recommend an ACMPE member-representative to work with Affiliate. Affiliate is encouraged to have that representative serve as a liaison to Affiliate's governing board.

(b) Recommendations to MGMA. Affiliate's president is encouraged to make recommendations to the appropriate nominating committee for (1) all MGMA offices; and (2) MGMA section offices in the state of _____.

10. AFFILIATE DISCLOSURE OF INFORMATION TO MGMA.

(a) Affiliate represents and warrants that there is not currently pending or threatened any claim or action against Affiliate. Affiliate will notify MGMA immediately in writing if it is threatened with any claim or action or if any litigation, arbitration or other proceeding is filed which involves or may involve Affiliate.

(b) Affiliate will annually, promptly after completion of its elections, provide to MGMA the name and address of each of its new officers and directors.

11. INSURANCE.

(a) Liability. Affiliate agrees, at its own expense and at all times throughout the term of this Agreement, to maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and [\$1,000,000] in the aggregate with an insurance company acceptable to MGMA. The coverage provided under such policy shall be occurrence-based, not claims made. The insurance policy shall name MGMA, their respective officers, directors, employees, and agents as additional insureds and, if applicable, shall require the insurance company to waive all rights or subrogation against MGMA, their respective officers, directors, employees, agents, or consultants. Affiliate shall provide MGMA with a certificate of insurance evidencing the required insurance coverage within 30 days after the date of this Agreement and annually thereafter. The certificate of insurance must state that the insurance carrier has issued the insurance specified, that such policies are in force, and that the insurance carrier will give MGMA 30 days prior written notice of any material change in, or cancellation of, such policies.

(b) Other Insurance. MGMA encourages Affiliate to purchase and maintain directors' and officers' liability insurance.

(c) Waiver of Subrogation. Each party hereby releases, waives and discharges any claim, demand, or cause of action that such party, its officers, directors, employees, agents, or consultants may have against the other party, its affiliates, officers, directors, employees, agents or consultants for any loss, damage, claim or cause of action of any kind covered under the insurance policies of such party or, in the case of Affiliate, coverable under the liability policy required hereunder.

12. MUTUAL INDEMNIFICATION.

(a) MGMA shall indemnify and hold Affiliate and its directors, officers, employees and agents harmless from any and all claims, actions, liabilities, demands, damages, and costs (including reasonable attorneys' fees and costs) (collectively, "Claims") arising from the acts or omissions of MGMA, except to the extent caused by Affiliate's own negligence or willful misconduct.

(b) Affiliate shall indemnify and hold MGMA and its directors, officers, employees and agents harmless from any and all Claims arising from the acts or omissions of Affiliate, except to the extent caused, respectively, by MGMA's own negligence or willful misconduct.

13. TERM AND TERMINATION.

(a) Term of Agreement. The term of this Agreement shall be as stated in Section 3 above. Either party may terminate this Agreement, with or without cause, at any time upon ninety (90) days notice to the other. If this Agreement has not been terminated earlier, the term of this Agreement shall be automatically extended for one year unless either party provides notice of termination to the other at least ninety (90) days prior to the end of the then current term.

(b) Termination Upon Default. In addition to exercising any rights or remedies available hereunder or under applicable law, either party may terminate this Agreement

immediately in the event of a material breach of this Agreement by the other party if the non-defaulting party has given written notice to the defaulting party of such material breach and such material breach has not been cured within thirty days after receipt of such notice. In addition, MGMA may terminate this Agreement immediately in the event of a material breach by Affiliate of any Local Chapter Affiliation Agreement to which MGMA and Affiliate are a party.

(c) Obligations Upon Termination. In the event of termination of this Agreement for any reason, all licenses granted hereunder shall cease immediately and each party shall promptly remove any hypertext link from its Web site to the other party's Web site. Affiliate agrees that it will promptly cease all use of the MGMA Names, the MGMA Affiliate Logo and the List Exchange and will promptly change its name to remove all references to "MGMA or "Medical Group Management Association." Affiliate shall, at MGMA's stated option, deliver to MGMA or destroy all records or copies of the List Exchange and all promotional or other materials then in its possession or control using or displaying the MGMA Name and Logos or such other names or marks which imply an affiliation between Affiliate and MGMA and shall promptly cease representing itself as an affiliate of MGMA.

(d) Survival of Obligations. To the extent that this Agreement contemplates (whether or not specified) that a party shall perform an obligation after termination of this Agreement, such obligation and all provisions of this Agreement relating to interpretation and enforcement thereof shall survive the termination of this Agreement.

(e) **NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS SUFFERED.**

14. MISCELLANEOUS.

(a) Dispute Resolution. It is agreed that in the event any controversy or claim arises out of or in relation to this Agreement or with respect to a breach hereof, the parties shall first endeavor in good faith to resolve the matter amicably through discussions among themselves. If the parties cannot so agree among themselves, in addition to their respective rights hereunder, they agree to following dispute resolution provisions. Either party may request in writing from the other confidential mediation by a mutually acceptable third party. If the parties cannot agree on such a person within five (5) business days after the written request for mediation is given or, within thirty (30) business days following engagement of a mediator the parties remain in disagreement, then either party may submit all controversies, claims and disputes arising from this Agreement to confidential binding arbitration in the county of Arapahoe, Colorado pursuant to the commercial arbitration rules of the American Arbitration Association then in force, or pursuant to such other rules or procedures to which the parties may agree in writing. Each party shall bear its own costs in any mediation proceeding. In any arbitration proceeding, the prevailing party shall be entitled to receive from the non-prevailing party compensation for its attorneys' fees, expert witness fees and any other out of pocket expenses reasonably associated with any such arbitration proceeding. Notwithstanding the foregoing, either party shall have the right to seek injunctive relief in federal or state court pending invocation or conclusion of the

noted dispute resolution process to preserve the status quo or if an act or omission of the other party threatens to cause immediate, irreparable harm.

(b) Relationship to the Parties. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or agency between MGMA and Affiliate. The relationship is one of independent contractors. Neither party is liable for the debts, liabilities or obligations of the other, nor may either party incur or enter into any debts or liabilities on behalf of the other. Nothing in this Agreement is intended to imply that MGMA is doing business in the state or geographical locality of Affiliate, and no obligations of MGMA pursuant to this Agreement shall require MGMA to conduct business in such locality.

(c) Assignment. The licenses and all rights and duties granted hereunder are personal to Affiliate and shall not be assigned by Affiliate or by operation of law, without MGMA's prior written consent. Without limiting the foregoing, this Agreement will fully bind and inure to the benefit of each party and its respective successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(e) Entire Agreement. This Agreement (including MGMA's Principles of Alliance and Intellectual Property Policy incorporated by reference and Schedules A and B attached hereto) constitutes the entire agreement between the parties and supersedes all prior and existing agreements and undertakings of the parties pertaining to the subject matter of this Agreement, including but not limited to, that certain State Affiliation Agreement dated _____ by and between Affiliate and MGMA. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by or on behalf of both parties to the Agreement. Notwithstanding the foregoing, updates or changes made by MGMA to extrinsic documents incorporated herein by reference shall not be deemed an amendment or modification of this Agreement.

(f) Notices. All notice required or permitted to be given immediately after this shall be in writing, and may be personally served, sent by facsimile, sent by courier service, or by regular United States mail, return receipt requested, with proper postage prepaid, and shall be deemed to have been given: (a) in the case of personal service, on the date of such personal service; (b) in the case of facsimile, upon receipt of a confirmation page by the sending party; (c) in the case of courier service, on the first day following deposit with such courier service; or (d) in the case of the United States mail, upon the sender's receipt of the return receipt. For this purpose, the proper mailing address of the parties (until notice of change is served as provided in the preceding sentence) shall be as follows:

MGMA:
Medical Group Management Association
104 Inverness Terrace East
Englewood, CO 80112-5306
Attn: _____

AFFILIATE:

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and will, when taken together, constitute this Agreement, notwithstanding that each party is not a signatory to the same counterpart. This Agreement may be executed by facsimile signatures.

(h) Waiver. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other prior, subsequent or continuing breach of the same provision of this Agreement.

(i) Severability. If any provision of this Agreement shall, for any reason, be held invalid or illegal in any respect, such inability or illegality shall not affect the validity or the illegality of this Agreement itself, and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision. If such provision cannot be amended so as to be valid and enforceable, then such provision is severable from this Agreement, and the remaining provisions of this Agreement shall remain valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the day and year first above written.

MGMA-ACMPE, dba Medical Group Management Association

Print name and title

Signature

Date _____

State Affiliate Name

State President, Print

Signature

Date _____

SCHEDULE A - TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is by and between Medical Group Management Association, a Colorado non-profit corporation (MGMA) and the Affiliate identified in this State Affiliation Agreement.

By entering into the State Affiliation Agreement, Affiliate agrees to all of the following terms and conditions if it uses MGMA's Trademarks (as defined herein).

(a) **Grant of License.** Subject to the terms and conditions of this Agreement, the State Affiliation Agreement, MGMA's Intellectual Property Policy and any other brand guidelines that MGMA adopts from time to time, MGMA hereby grants to Affiliate and Affiliate hereby accepts a non-exclusive, non-transferable, limited license (without the right to sublicense) to use the MGMA and MEDICAL GROUP MANAGEMENT ASSOCIATION trademarks ("MGMA Trademarks") in Affiliate's own affiliate logo and trademark. Affiliate may use the MGMA Trademarks only in connection with Affiliate's medical group practice management professional association that is affiliated with MGMA and only in compliance with MGMA's quality standards and usage guidelines. Affiliate may not use the MGMA Trademarks for any other purpose or in any other manner without MGMA's prior written consent.

(b) **Standards of Quality.** MGMA may periodically amend its: (i) standards of quality for the goods and services offered by Affiliate in association with the MGMA Trademarks; and (ii) its mandatory usage guidelines relating to acceptable uses of the MGMA Trademarks. Affiliate agrees to meet all of MGMA's standards of quality and mandatory usage guidelines.

(c) **Inspection & Approval.** Upon request, Affiliate shall submit representative samples or detailed descriptions to MGMA of all labels, advertisements, web sites and promotional materials bearing the MGMA Trademarks ("Specimens") and shall, at its sole cost and expense, make any such changes to the Specimens directed by MGMA and/or cease using the MGMA Trademarks in connection with any goods, services or Specimens that do not meet MGMA's standards of quality. MGMA shall be the sole judge of whether or not Affiliate has met or is meeting MGMA's standards of quality and/or mandatory usage guidelines. If MGMA believes that Affiliate is not in compliance, MGMA may demand that Affiliate cease use of the MGMA Trademarks, and Affiliate will immediately cease all use of the MGMA Trademarks.

(d) **Compliance with Applicable Laws.** Affiliate is solely responsible for the compliance with all applicable laws and regulatory standards regarding the operation of its business and the use of the MGMA Trademarks. MGMA's approval of Affiliate's materials or logos in no way affects, alters, diminishes or waives Affiliate's obligations hereunder or under Affiliate's obligation to indemnify MGMA as set forth herein below.

(e) **Limitations.** Affiliate shall not: (i) use or permit others to use the MGMA Trademarks in any manner that may dilute or adversely affect the value and distinctiveness of the MGMA Trademarks; (ii) use or take any action that may associate the MGMA Trademarks with any illegal, offensive, obscene, immoral, or improper purpose or action; (iii) do anything inconsistent with MGMA's intellectual property rights in the MGMA Trademarks; (iv) use any

MGMA Trademarks to directly compete with MGMA without MGMA's written permission; or (v) use or permit others to use the MGMA Trademarks except as expressly permitted herein.

(f) **Ownership of Marks.** MGMA expressly reserves the sole and exclusive ownership of the MGMA Trademarks and all rights relating thereto. Affiliate hereby acknowledges that MGMA is the sole and exclusive owner of the MGMA Trademarks and agrees not to challenge at any time, directly or indirectly, the rights of MGMA thereto or the validity or distinctiveness thereof. Affiliate further agrees not do any act that will prejudice, affect, impair or destroy the title and interest of MGMA in and to the MGMA Trademarks. Use of the MGMA Trademarks by Affiliate under this Agreement shall inure to the benefit of MGMA. Affiliate will not seek to federally register any of its own trademarks incorporating the MGMA Trademarks without first obtaining MGMA's express written authorization.

(g) **Confidentiality.** Affiliate shall: (i) hold this Agreement, all technical specifications for the use of the MGMA Trademarks provided by MGMA, and other information that MGMA designates (either orally or in writing) as confidential or proprietary (collectively "Confidential Information") in strict confidence; (ii) not use any Confidential Information except in carrying out its relationship with MGMA; (iii) restrict disclosure of the Confidential Information to Affiliate's employees and representatives with a need to know (and advise such employees and representatives of the obligations assumed herein); and (iv) not disclose the Confidential Information to any other third party without MGMA's prior written approval. If Affiliate is required to disclose any of MGMA's Confidential Information in response to legal process, Affiliate shall provide MGMA with advance notice of the subpoena or other legal compulsion prior to disclosing the information to allow MGMA to seek relief from disclosure.

(h) **Similar Marks.** Other than its use of the MGMA Trademarks, Affiliate agrees not to use, at any time, any trademark, trade name or other designation which is confusingly similar to the MGMA Trademarks and agrees to notify MGMA of any similar uses by third parties.

(i) **Notice of Infringement.** If Affiliate knows that any person, firm or corporation is infringing the MGMA Trademarks, Affiliate will promptly notify MGMA and cooperate fully with MGMA in the defense and protection of the MGMA Trademarks. MGMA reserves the right to protect and/or defend, at its own expense, all suits involving the MGMA Trademarks and the protection thereof. Affiliate shall have no right to prosecute or defend the MGMA Trademarks if MGMA chooses not to do so.

(j) **WARRANTIES**

- a. MGMA GIVES NO WARRANTY, WHETHER STATUTORY, EXPRESS, OR IMPLIED, WITH RESPECT TO THE MGMA TRADEMARKS, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MGMA BE LIABLE TO AFFILIATE FOR LOSS OF PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA, INTERRUPTION OF BUSINESS,

COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY, EVEN IF MGMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. Affiliate hereby warrants that any goods and services provided by it in connection with the MGMA Trademarks shall be of good quality, free of defects in design, materials, workmanship and shall comply with all applicable laws, safety standards, and MGMA's quality standards. Affiliate agrees to indemnify, defend, and hold harmless MGMA, its agents, officers, directors and employees from and against any and all loss and expense arising out of Affiliate's breach of this Agreement or any of Affiliate's warranties contained herein.

(k) **Injunctive Relief.** Affiliate acknowledges that any breach of the trademark or confidentiality obligations herein will reduce the value of the MGMA Trademarks and/or MGMA's Confidential Information. Affiliate further acknowledges that it would be difficult to accurately measure damages and injury to MGMA from any such breach by Affiliate or its agents and that damages alone would not be an adequate remedy. Accordingly, in addition to any other rights it may have at law or in equity, MGMA shall be entitled to injunctive relief if Affiliate or its agents breach any of the trademark or confidentiality provisions of this Agreement. Affiliate hereby expressly waives: (i) the defense that a remedy in damages will be adequate; (ii) any bond requirement in an action for injunctive relief; and (iii) any requirement to show actual damages in an action for injunctive relief.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the day and year first above written.

MGMA-ACMPE, dba Medical Group Management Association

Print name and title

Signature

State Affiliate Name

State President, Print

Signature

SCHEDULE B – AFFILIATE BASELINE REPORTING REQUIREMENTS

State Metric/Requirements	Required or Suggested	Notes
Submission of all Board member information to MGMA, <i>10(b)</i>	Required	Email to MGMA
President and president elect be members of MGMA, <i>5(d)</i>	Required	
Provide one complimentary state MGMA membership for an MGMA staff person, <i>5(g)</i>	Required	Email to MGMA
Submission of education events to ensure no direct competition, <i>5(e)</i>	Required	Email to MGMA
ACMPE Activity/Promotion (e.g. having a forum representative, linking items on your website, providing credits at education events, etc.), <i>5(k)</i>	Required	Tool kit including reporting instructions will be provided by MGMA
Signed State Affiliation Agreement (annually), <i>13(a)</i>	Required	Email to MGMA
Brand Compliance, <i>5(q) and Schedule A</i>	Required	
Promotion of Survey Participation, <i>5(i)</i>	Required	Toolkit including reporting instructions
Promotion of Grass Roots Advocacy (e.g. having a legislative liaison, linking items on your website, etc.), <i>5(n)</i>	Required	Toolkit including reporting instructions will be provided by MGMA
Liability Insurance, <i>11(a)</i>	Required	Note: Discounts available through AHT Insurance (www.ahtins.com)
Participation in State Matrix*, <i>5(l)</i>	Required	
Verification that state has filed tax forms to the Government	Required	Report online via State Matrix
State Dues Amount	Required	Report online via State Matrix
State Membership Counts	Required	Report online via State Matrix
Verification of by-laws, articles of incorporation and tax ID	Required	Reporting done via the State Matrix

*The State Matrix is an interactive online interface with MGMA through which Affiliates can communicate and submit data to MGMA for baseline reporting.

SCHEDULE B – AFFILIATE BASELINE REPORTING REQUIREMENTS (cont.)

State Metric/Requirements	Required or Suggested	Notes
Participation in List Exchange, <i>5(h) and Sections 6 and 7</i>	Suggested	Contact the Membership Department at MGMA for institutions for data transfer and data access
D&O Insurance, <i>11(b)</i>	Suggested	Report online via State Matrix. Discounts available through AHT Insurance (www.ahtins.com)
ACMPE State Goals	Suggested	Report online via State Matrix
State Board Members sign conflict of interest statements	Suggested	MGMA will provide samples if requested; Report compliance online via State Matrix
State Board Member Succession Plan	Suggested	Report online via State Matrix
Strategic Planning	Suggested	Report online via State Matrix
Web Presence (link to mgma.org is required)	Suggested	