

## MGMA STATE PARTNER AFFILIATE AGREEMENT

This MGMA State Partner Affiliate Agreement (“Agreement”) is entered into by and between MGMA-ACMPE, d/b/a Medical Group Management Association (“MGMA”) and \_\_\_\_\_ (“Partner Affiliate”) as of January 1, 2024 (“Effective Date”).

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 serve members, customers and the healthcare community as a trusted partner by delivering insights, solutions and advocacy to achieve medical practice excellence (“MGMA Mission”).

MGMA and its diverse state affiliates seek to work together in collaboration, forming a mutually dependent and mutually beneficial force aligned with achievement of the MGMA Mission.

Partner Affiliate is a state non-profit organization that seeks to partner with MGMA and further the MGMA Mission at a state level.

MGMA agrees to affiliate with Partner Affiliate for purposes of furthering the MGMA Mission in accordance with the terms and conditions set forth in this Agreement.

Now therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, MGMA and Partner Affiliate agree as follows.

### 1. **AFFILIATION.**

MGMA confers upon Partner Affiliate the status of MGMA’s State Partner Affiliate for the state of \_\_\_\_\_ in accordance with the terms and conditions of this Agreement.

### 2. **MGMA OBLIGATIONS.**

As part of the State Partner Affiliate status, MGMA agrees it shall provide the following:

(a) MGMA will permit Partner Affiliate to have certain limited rights to use the MGMA mark to identify Partner Affiliate as MGMA State Partner Affiliate, upon such terms and limitations as specifically described in **Schedule A**, attached hereto and incorporated by reference.

(b) MGMA shall provide Partner Affiliate with a number of services and benefits (“Partner Affiliate Offerings”). The current Partner Affiliate Offerings are described on **Schedule B**, which may be modified from time to time by MGMA.

(c) MGMA will encourage MGMA members within the state to become members of Partner Affiliate and refrain from any actions or conduct to discourage membership in Partner Affiliate.

(d) MGMA will provide notification to Partner Affiliate of regional and national conference dates and locations no less than twelve months in advance of each conference or, in the event a conference is scheduled less than 12-months in advance, notification will be provided as soon as the conference date(s) and location(s) are finalized.

### **3. PARTNER AFFILIATE OBLIGATIONS.**

As consideration for the status of Partner Affiliate, Partner Affiliate agrees as follows:

(a) Partner Affiliate will operate at all times in full compliance with all applicable statutes, laws, regulations, rules and other legal standards governing its performance.

(b) Partner Affiliate will at all times operate in a manner consistent with MGMA's Mission and MGMA's published policies and guidelines as they exist from time to time. Partner Affiliate will not adopt policies inconsistent with or contrary to MGMA's Mission.

(c) Partner Affiliate will not copy, reproduce or distribute any MGMA materials, such as newsletters, articles, survey tools and assessments, or other content, without first obtaining MGMA's written consent, which shall be required in every instance.

(d) Partner Affiliate will support and arrange for at least one of its leadership to participate in MGMA-sponsored annual State Leadership Conference, as well as facilitate attendance by its leadership at other MGMA sponsored training and development opportunities or peer group leadership forums.

(e) Partner 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.

(f) Partner Affiliate shall coordinate the dates being considered for its state conference date(s) and location(s), which will not be within thirty (30) days (before or after) a scheduled MGMA face-to-face conference being held in the same state. Partner Affiliate shall notify MGMA of finalized dates and locations no less than twelve months in advance of each state or, in the event a conference is scheduled less than 12-months in advance, notification will be provided as soon as the conference date(s) and location(s) are finalized.

(g) Partner Affiliate will encourage members within State to participate in the dual membership program and become members of MGMA, and Partner Affiliate shall refrain from any actions or conduct which would discourage membership in MGMA.

(h) Partner Affiliate shall provide a complimentary non-voting membership for one (1) MGMA staff person in the Partner Affiliate.

(i) Partner Affiliate shall encourage/facilitate Partner Affiliate's members' participation in MGMA surveys. Partner Affiliate shall not conduct surveys within its state, under the Partner Affiliate's name or utilizing the MGMA name or trademarks in connection with any such survey, which surveys cover subject matter and data which is included in the MGMA national surveys; provided that as a Partner Affiliate, Partner Affiliate may elect, by written notice to MGMA, to conduct its own surveys within its State, under Partner Affiliate's name and utilizing the MGMA name and trademarks in accordance with the rights set forth in this Agreement, provided that Partner Affiliate follows the protocol and parameters for such independent State surveys established annually by MGMA, including the time frames for the survey distribution and the period for which the survey data is collected. Failure to conduct a State survey in compliance with those protocol and parameters will be grounds for terminating Partner Affiliate's right to undertake its own State surveys.

(j) Partner 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) Partner 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) Partner Affiliate shall comply with MGMA's certain core benefits requirements ("Core Benefit Requirements") for MGMA Partner Affiliates. MGMA's current Core Benefit Requirements for MGMA Partner Affiliates are attached hereto as **Schedule C**, and incorporated by reference. Core Benefit Requirements may be modified by MGMA from time to time.

(m) Partner Affiliate will consider application to the Internal Revenue Service for status as a Section 501(c)(6) organization, which application is strongly encouraged but not required. However, if applicable, Partner Affiliate will comply with all requirements necessary to maintain its tax-exempt status.

(n) Partner Affiliate may engage in federal, state and local advocacy. Partner Affiliate will 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, Partner Affiliate will avoid publicly challenging MGMA's policy positions or advocating opposing policy positions under the MGMA logo. Accordingly, when advocating policy positions opposed to MGMA's position, Partner Affiliate will inform its audience that the views expressed are those of Partner Affiliate – not MGMA.

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

(p) Partner Affiliate may engage in commercial activity (retail sales) to fund and support its Mission and the MGMA Mission, provided such activities are not directly competitive with MGMA without obtaining MGMA's prior written consent. For example, and without limitation, Partner Affiliate may not resell MGMA products, content or data.

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

(r) At the request of MGMA, Partner Affiliate will promote MGMA's national and regional conferences, webinars and podcasts on its website, in its newsletters and on social media platforms on which it participates.

(s) Partner Affiliate, and its officers, board, and administrators, will not make any communication, oral or written, that disparages, criticizes, or otherwise reflects adversely upon MGMA.

(t) Partner Affiliate will complete the State Matrix (defined below) or provide any information requested by MGMA within thirty (30) days from MGMA's request. The "State Matrix" is an online interface with MGMA through which Partner Affiliate is required to communicate and submit any data or information requested by MGMA. The purpose of the information gathered through the State Matrix is to ensure compliance by Partner Affiliate with this Agreement and to assess the viability of the Partner Affiliate. The information requested through the State Matrix may include, but not be limited to, membership, finance, evidence for compliance with this Agreement, state level association management,

evidence of compliance of the Core Benefit Requirements, and relationship with local affiliates. MGMA has the right to request any information MGMA may need to assess the viability of the Partner Affiliate, either through the State Matrix or upon thirty (30) days' notice to Partner Affiliate. Failure to comply with the requests shall be considered a material breach under the termination provisions set forth in Section 13(c) below. Any such metrics for the assessment of the viability of the Partner Affiliate shall, to the extent available and applicable, be based on reasonable third-party sources.

#### 4. MEMBERSHIP.

(a) Dual Membership Program.

- (i) Dual Individual Membership. MGMA and Partner Affiliate will participate in a dual membership program which will allow persons who are interested in membership to obtain one individual dual membership covering MGMA and the Partner Affiliate. The dual membership program shall be promoted by both parties. MGMA shall be responsible for developing a website linkage for enrolling as a dual member, collection of the appropriate fees for the membership categories selected and distribution of state dues portion to Partner Affiliate.
- (ii) Dual Organizational Membership. MGMA and Partner Affiliate will participate with Partner Affiliate in a dual organizational membership based on MGMA organizational membership tiers and pricing and which will be sold by the MGMA national sales team. MGMA shall be responsible for invoicing, collection of the appropriate fees and distribution of the designated state dues portion to the Partner Affiliate less applicable administrative fees retained by MGMA. Partner Affiliate will follow MGMA's policies and definitions for organizational membership, including but not limited to, definition for active members.
- (iii) Partner Affiliate Membership Categories. Partner Affiliate will offer the following categories of membership in Partner Affiliate:
  - (iv) Active or Regular Member: An active or regular member is one who meets one of the following criteria for membership:
    - 1. An individual who is directly employed in management or administrative support services by an entity formally organized to provide or facilitate the provision of healthcare services.
    - 2. An individual employed by a management organization, hospital/health system, practice management firm or other business entity responsible for managing any operational component(s) of an entity providing healthcare services. This includes consultants who are responsible for operations of one or more practices on an ongoing basis.
    - 3. Healthcare providers/clinicians who hold an active license in the state are also considered active members.
  - (v) Student Member. An individual who is pursuing a healthcare or business-related degree at an accredited institution of higher learning and does not qualify for any other member category.
  - (vi) Optional Member Categories. Partner Affiliate may offer additional member categories as it determines appropriate, and may determine eligibility criteria, benefits, rights and dues for each such category of member.

## **5. MEMBER DEMOGRAPHIC DATA SHARING.**

(a) The List Exchange. MGMA and Partner Affiliate will collaborate in the development and maintenance of a membership database (the “List Exchange”) using the data collected as part of the dual membership enrollment process, or for State optional membership categories not included in the dual membership program, as collected by Partner Affiliate, 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: Biannually each party will deliver to the other, in a format prescribed by MGMA, a listing of all of Partner Affiliate’s members and their respective contact information (including street or post office box address and email address) and any other information Partner Affiliate and MGMA agreed to have collected during the dual membership registration process. Partner 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. Partner Affiliate bears sole responsibility for maintaining and storing its membership data for its own use. Partner Affiliate acknowledges and agrees that MGMA will not be responsible or liable in any way for Partner Affiliate’s use of the List Exchange or the failure of the List Exchange to accomplish or facilitate any Partner 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 Partner 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.

## **6. USE OF SHARED MEMBER DEMOGRAPHIC DATA.**

(a) Non-Commercial License Grant. Each of MGMA and Partner Affiliate grants on a reciprocal basis the other a limited, non-exclusive, non-transferable, non-sub-licensable 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. Partner 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 Partner Affiliates so long as MGMA does not use any personally identifiable information of Partner Affiliate’s members. Partner Affiliate may not use MGMA’s membership data for commercial purposes without first obtaining MGMA’s prior written consent.

(c) Shared Communications. MGMA and Partner Affiliate will 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.

**7. REGIONAL CONFERENCES.**

Partner Affiliate will have the option to participate in MGMA's regional conferences, which will occur in the region designated for the State. The parties agree that for those regional conferences Partner Affiliate participates in, MGMA and Partner Affiliate will share in the revenue received at such regional conference as pre-determined by MGMA and communicated to Partner Affiliate prior to the regional conference. Partner Affiliate will not be eligible for a revenue share for regional conferences occurring outside of their designated region.

**8. RECOGNITION OF OTHER ORGANIZATIONS.**

MGMA acknowledges that Partner 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 Partner Affiliate.

**9. GOVERNANCE.**

(a) MGMA Legislative Liaison-Representative. With the concurrence of MGMA, Partner Affiliate may appoint an MGMA member-representative to serve as Partner Affiliate's state legislative liaison. Partner Affiliate is encouraged to have that representative serve as a liaison to Partner Affiliate's governing board.

(b) ACMPE Forum Representative. With the concurrence of MGMA, Partner Affiliate may appoint an MGMA member-representative to serve as Partner Affiliate's state Forum Representative. Partner Affiliate is encouraged to have the Forum Representative serve as a liaison to Partner Affiliate's governing board.

(c) Recommendations to MGMA. Partner Affiliate is encouraged to make recommendations to MGMA for all MGMA volunteer opportunities.

**10. PARTNER AFFILIATE DISCLOSURE OF INFORMATION TO MGMA.**

(a) Partner Affiliate represents and warrants that as of the Effective Date there is no pending or threatened claim or action against Partner Affiliate. During the term of this Agreement and for six (6) years following the termination hereof, Partner Affiliate will notify MGMA immediately in writing if any claim, litigation, arbitration or other legal action is threatened or filed which involves or may involve Partner Affiliate or MGMA. This provision shall survive the termination or expiration of this Agreement.

(b) Promptly after completion of its annual elections, Partner Affiliate will provide to MGMA the name and address of each of its president, president-elect and immediate past president.

(c) Partner Affiliate will notify MGMA within thirty (30) days of a change in any person or management company providing management services for Partner Affiliate, and such notice will include the name, address and telephone number of the new management person or company.

**11. INSURANCE.**

(a) Liability. During the term of this Agreement, Partner Affiliate shall obtain and maintain, at its own expense, 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 reasonably 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, its respective officers, directors, employees, agents, or consultants. Partner Affiliate shall provide MGMA with a certificate of insurance evidencing the required insurance coverage within thirty (30) days after the Effective 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 thirty (30) days' prior written notice of any material change in, or cancellation of, such policies.

(b) Other Insurance. MGMA encourages Partner Affiliate to purchase and maintain directors' and officers' liability insurance. Partner Affiliate shall provide MGMA with a certificate of insurance evidencing the insurance coverage within thirty (30) days after the date of this Agreement and annually thereafter, if applicable.

(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 Partner 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 Partner Affiliate, coverable under the liability policy required hereunder.

## **12. MUTUAL INDEMNIFICATION.**

(a) MGMA indemnifies and holds Partner 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 Partner Affiliate's own negligence or willful misconduct.

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

## **13. TERM AND TERMINATION.**

(a) Term of Agreement. This Agreement shall commence on the Effective Date for an initial one (1) year term, unless earlier terminated as provided herein. Thereafter, so long as Partner Affiliate is not in breach of this Agreement, this Agreement shall automatically renew for additional one (1) year periods unless either party provides notice of non-renewal to the other at least ninety (90) days prior to the end of the then-current term.

(b) Without Cause Termination. Either party may terminate this Agreement, with or without cause, at any time upon ninety (90) days' prior written notice to the other.

(c) For Cause Termination. 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 (30) days after receipt of such notice. Provided, however, pursuant to Section 3(t)(iii), no additional notice of termination is required by MGMA. For the avoidance of doubt, Partner Affiliate's noncompliance with its obligations under Section 3(t) shall be considered a material breach. 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 Partner Affiliate are a party.

(d) Termination for State Partnership Transition. Partner Affiliate has the option to terminate this Agreement in the event Partner Affiliate should determine it would prefer to become a state chapter under MGMA. MGMA and Partner Affiliate shall work together to effectuate such transition in

compliance with all applicable State law and Partner Affiliate's bylaws and Articles of Incorporation. Upon completion of such transition, this Agreement shall terminate.

(e) Obligations Upon Termination. In the event of termination of this Agreement for any reason, all licenses granted hereunder and in accordance with the MGMA's Trademark License Agreement shall cease immediately and each party shall promptly remove any hypertext link from its website to the other party's website. Partner Affiliate agrees that it will promptly cease all use of the MGMA Names, the MGMA Partner Affiliate Logo and the List Exchange and will promptly change its name to remove all references to "MGMA or "Medical Group Management Association." Partner 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 Partner Affiliate and MGMA and shall promptly cease representing itself as a Partner Affiliate of MGMA.

(f) 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.

(g) **NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING 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. REPRESENTATIONS OF PARTNER AFFILIATE**

(a) Organization Status. Partner Affiliate is incorporated and in good standing under the laws of the state of \_\_\_\_\_. Copies of Partner Affiliate's current Articles of Incorporation, Code of Bylaws or other applicable governing document, and tax exemption determination letter from the IRS shall be provided to MGMA contemporaneously with the execution of this Agreement and within thirty (30) days following any amendment or other modification thereof.

(b) Power and Authorization. Partner 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) No Violation of Law. Execution of this Agreement does not violate any law, contract or other agreement by which Partner Affiliate is bound.

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

(e) Commitment to Mission. Partner 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.

#### **15. REPRESENTATIONS OF MGMA**

MGMA represents to Partner 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.

## 16. **MISCELLANEOUS**

(a) **Termination Of Prior Agreements.** Upon the Effective Date of this Agreement, any and all prior agreements between the MGMA and Partner Affiliate shall terminate and except for those provisions that expressly survive, be of no further force and effect, and shall be superseded and replaced in its entirety by this Agreement.

(b) **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.

(c) **Relationship to the Parties.** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or agency between MGMA and Partner 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 Partner Affiliate, and no obligations of MGMA pursuant to this Agreement shall require MGMA to conduct business in such locality.

(d) **Assignment.** The licenses and all rights and duties granted hereunder are personal to Partner Affiliate and shall not be assigned by Partner 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.

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

(f) **Entire Agreement.** This Agreement and all Schedules attached hereto (including MGMA's referenced policies, as may be amended from time to time) constitutes the entire agreement between the parties and supersedes all prior and existing agreements and between Partner Affiliate and MGMA. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by a duly authorized representative of both parties. 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.

(g) **Notices.** All notice required or permitted to be given immediately after this shall be in writing, and may be personally served, sent by electronic mail, 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 email, on the date sent if during business hours or the next business day if sent outside of business hours and a written copy shall also be mailed by United States mail, provided however return receipt not required; (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: COO  
Email: [membership@mgma.com](mailto:membership@mgma.com)

**PARTNER AFFILIATE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

(h) 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.

(i) 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.

(j) 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.

[SIGNATURE PAGE ON FOLLOWING PAGE]

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

**MGMA**

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

**PARTNER AFFILIATE**

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

## **SCHEDULE A - TRADEMARK LICENSE AGREEMENT**

This Trademark License agreement (“Trademark Agreement”) is made by and between Medical Group Management Association, a Colorado non-profit organization (“MGMA”), and the Partner Affiliate identified in the MGMA State Partner Affiliation Agreement effective January 1, 2024 (“State Partner Affiliation Agreement”).

By entering into this Trademark Agreement, Partner 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 Trademark Agreement, the State Partner Affiliation Agreement, MGMA’s Intellectual Property Policy and any other brand guidelines that MGMA adopts from time to time, MGMA hereby grants to Partner Affiliate and Partner 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 conjunction with Partner Affiliate’s own Partner Affiliate logo and trademark . Partner Affiliate may use the MGMA Trademarks only in connection with Partner Affiliate’s medical group practice management professional association that is Partner Affiliated with MGMA to designate Partner Affiliate as a State Partner Affiliate and only in compliance with MGMA’s quality standards and usage guidelines. Partner 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) Intellectual Property Policy; (ii) standards of quality for the goods and services offered by Partner Affiliate in association with the MGMA Trademarks; and (iii) its mandatory usage guidelines relating to acceptable uses of the MGMA Trademarks. Partner Affiliate agrees to meet all of MGMA’s standards of quality and mandatory usage guidelines.

(c) **Inspection & Approval.** Upon request, Partner 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 Partner Affiliate has met or is meeting MGMA’s standards of quality and/or mandatory usage guidelines. If MGMA believes that Partner Affiliate is not in compliance, MGMA may demand that Partner Affiliate cease use of the MGMA Trademarks, and Partner Affiliate will immediately cease all use of the MGMA Trademarks.

(d) **Compliance with Applicable Laws.** Partner 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 Partner Affiliate’s materials or logos in no way affects, alters, diminishes or waives Partner Affiliate’s obligations hereunder or under Partner Affiliate’s obligation to indemnify MGMA as set forth herein below.

(e) **Limitations.** Partner 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. Partner 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. Partner 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 Partner Affiliate under this Trademark Agreement, and all goodwill related thereto, shall inure to the benefit of MGMA. Partner Affiliate will not seek to register, either at the federal or state level, any of its own trademarks incorporating the MGMA Trademarks without first obtaining MGMA's express written authorization.

(g) **Confidentiality.** Partner Affiliate shall: (i) hold this Trademark 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 Partner 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 Partner Affiliate is required to disclose any of MGMA's Confidential Information in response to legal process, Partner 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, Partner 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 promptly notify MGMA of any similar uses by third parties.

(i) **Termination.** In the event the State Partner Affiliation Agreement is terminated for any reason, this Trademark Agreement shall terminate and the Partner Affiliate shall immediately cease all use of the MGMA Trademarks, defined below.

(j) **Notice of Infringement.** If Partner Affiliate knows that any person, firm or corporation is infringing the MGMA Trademarks, Partner 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. Partner Affiliate shall have no right to prosecute or defend the MGMA Trademarks if MGMA chooses not to do so.

**(k) 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 PARTNER 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 TRADEMARK 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. Partner 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. Partner 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 Partner Affiliate's breach of this Trademark Agreement or any of Partner Affiliate's warranties contained herein.

(l) **Injunctive Relief.** Partner 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. Partner Affiliate further acknowledges that it would be difficult to accurately measure damages and injury to MGMA from any such breach by Partner 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 Partner Affiliate or its agents breach any of the trademark or confidentiality provisions of this Trademark Agreement. Partner 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.

## **SCHEDULE B – PARTNER AFFILIATE BENEFITS**

- Make available to Partner Affiliate certain MGMA developed content supporting MGMA’s Mission.
- MGMA offered training and development opportunities for Partner Affiliate’s leadership, including opportunities for MGMA State Partner Affiliate networking.
- Offering of ACMPE credit for appropriate subject matter at Partner Affiliate’s State Conferences or other eligible state events, facilitated by MGMA.
- Complementary membership in MGMA for Partner Affiliate’s staff member.
- Permission to republish (subject to approved attribution) up to two articles from MGMA publications per quarter.
- Permission to post the *Washington Connection* behind the member wall on its website and/or to forward *Washington Connection* to Partner Affiliate’s members by email.
- Upon request by Partner Affiliate, a “traveling bookstore” (including a supply of bestselling books) for Partner Affiliate’s state conference, and MGMA will bear roundtrip shipping expense for one event per year.
- Upon request by Partner Affiliate, MGMA will provide MGMA staff speakers (subject to availability) at Partner Affiliate’s state conferences. Partner Affiliate will be responsible for payment of the speaker’s travel expenses.
- Upon request and subject to availability, MGMA will make available, on a mutually agreeable schedule and cost, virtual or pre-recorded programs on topics of interest for Partner Affiliate to use at their State Conference or other state event.

**SCHEDULE- C PARTNER AFFILIATE CORE BENEFIT REQUIREMENTS**

<b>Benefit</b>	<b>Details</b>	<b>Counts Toward Core Benefit</b>
Interactive education	Total of at least 12 continuing education hours annually	<ul style="list-style-type: none"> <li>• Conferences, annual, legislative, payer, technology</li> <li>• Lunch &amp; Learns</li> <li>• Traveling roadshows</li> <li>• Streaming conferences</li> <li>• Live webinars</li> <li>• May include state's local chapter(s) face-to-face programming, if local has formal business agreement with the state and program covers an area of the Body of Knowledge</li> </ul>
Digital educational resources	Provide members with at least one digital resource each month	<ul style="list-style-type: none"> <li>• Recorded or on-demand webinars</li> <li>• Podcasts</li> <li>• Videos</li> <li>• Newsletters</li> <li>• Letter from president</li> <li>• Polls</li> <li>• Links to additional educational resources</li> </ul>
Online networking	Formal networking vehicle provided for members	<ul style="list-style-type: none"> <li>• Chat room</li> <li>• List-serv</li> <li>• Member community</li> <li>• LinkedIn community</li> <li>• Facebook</li> <li>• Twitter</li> </ul>
Job Postings	Some mechanism for job opportunity postings or announcements	<ul style="list-style-type: none"> <li>• Job board</li> <li>• Career center</li> <li>• Regular email</li> <li>• Included in newsletter</li> </ul>
Website	<ul style="list-style-type: none"> <li>• Follows MGMA brand requirements</li> <li>• Includes membership exclusive area</li> </ul>	
Regulatory/Legislative Advocacy	At least one quarterly regulatory/legislative update of national and/or state issues and activities	<ul style="list-style-type: none"> <li>• Washington Update presentation at state conference</li> <li>• Washington Connection e-newsletter</li> <li>• Regular report from legislative liaison</li> <li>• Partner with state medical society government affairs for local updates</li> </ul>