



## $\textbf{ProviderSelect:} \ \textbf{MD}^{\text{TM}}$ Membership Application

Prospective Member Inf	ormatio	n: (Please provide	all bill-to and ship	o-to address info	rmation on page 3.)
Prospective Member Facility/Pra	ctice Name	· ·	Primary Contact Na	ime:	
Street Address (No P.O. Boxes p	olease.):	Ste./Fl.:	Primary Contact Tit	le:	
City:	State:	Zip Code:	Primary Contact Ph	one Number:	
Facility/Practice Phone Number:			Primary Contact En	nail:	
Sponsor Information: If t	here is no	sponsor, leave th	is section blank.		
Sponsor Name (Sponsoring Pred IPC Group Purchasing	/Purchasing Group):	Direct Parent Name (parent company, if different from Sponsor): CCPA Purchasing Partners, LP			
Sponsor Entity Code: 636729		Direct Parent Entity Code: 700683			
Prospective Member Relation			Parent, Indicate Prospliated (Not Owned, Lea		elation to Sponsor):
Physician	Practice	e / Medical Grou	up Specialty* (c	heck all that a	ipply)
Allergy & Immunology Cardiovascular Disease Dentistry Dermatology Ear, Nose & Throat Emergency Medicine Endocrinology Gastroenterology *Prospective members that are no agencies, clinical labs, long term of than this ProviderSelect: MD appli	Infe	es and DMEs) must co rder to join Premier. Pl	mplete a Premier Con	ement   ery   centers, imaging centinuum of Care Men	mbership Application rather
A DEA # and/or HIN # must be DEA and/or HIN must match require a DEA # (rather than addresses accessing the propharmacy program, please w	e provided the addres a HIN) in d gram must	d in order to participals provided above in order to provide accept be provided on Page	n order to gain accesses to program prici	ss to the program. ing. DEA and HIN	Some suppliers may #s for all ship to
DEA #:			HIN #:		
Provider Select, LLC ("Provider Select, LLC ("Provider Select, LLC ("Provider Selection of the Provider Selection of the Provider Sele	lect progran t pricing. P	n. For some programs Please contact <u>provide</u>	s and contracts, compl r_select@premierinc.c	letion of specific part	ticipation forms may be
To Be Completed by Mc McKesson Account Manager Na			er Phone Number:	Account Manager	Email Address:
Account Number:					

## TERMS CONDITIONS AND SIGNATURES

- 1. The Provider Select medical/surgical group purchasing program contemplates as a goal that Prospective Member will purchase at least eighty percent (80%) (by annual dollar volume) of its annual requirements for all medical/surgical products and supplies covered under the program from the Provider Select distributor. Prospective Member further authorizes the Provider Select distributor to release total purchase data to Provider Select and Premier Healthcare Alliance, L.P. ("Premier") on a monthly basis.
- 2. Prospective Member hereby designates Provider Select to act as Prospective Member's purchasing agent for any and all medical, surgical, pharmacy [if Prospective Member participates in the Provider Select Pharmacy group purchasing program (the "Pharmacy Program")] and other products purchased by Prospective Member through Provider Select group purchasing programs. Prospective Member understands that Provider Select will act as Prospective Member's primary group purchasing organization.
- 3. Prospective Member is hereby notified that vendors pay to Provider Select or its affiliate, Premier, an administrative fee of three percent (3%) or less of the purchase price of goods and services such vendors provide. In the event there are any exceptions to the foregoing statement, Provider Select or Premier shall provide Prospective Member with an Administrative Fee Exceptions Schedule listing such exceptions. On an annual basis, Provider Select or Premier shall provide Prospective Member written notice of the amount of administrative fees which Provider Select or Premier has received from vendors with respect to purchases made by or on behalf of Prospective Member.
- 4. Prospective Member acknowledges and agrees that any action by Prospective Member which is inconsistent with the terms hereof may result in the termination by Provider Select, at Provider Select's sole discretion, of Prospective Member's participation in any or all Provider Select group purchasing programs. By signing this Membership Application, Prospective Member acknowledges its intent to: (i) participate in Provider Select group purchasing programs and (ii) comply with the participation requirements described herein.
- 5. This Membership Application may be canceled by either Provider Select or Prospective Member by giving at least thirty (30) days written notice of cancellation to the other.
- 6. Prospective Member represents that all products purchased under Provider Select and/or Premier negotiated agreements are for its own operations, excluding operations which compete with retail trade, and are not for resale.
- 7. During the term of this Membership Application and for a period of five (5) years thereafter, Prospective Member agrees to require individuals (employees, agents, designated representatives) with access to confidential information to keep confidential and not disclose to any third parties other than Provider Select and Premier or other employees of Prospective Member with a need to know (who have been made aware of this provision by the Prospective Member) any information designated as confidential by Provider Select or Premier by either oral or written statement without Provider Select's and/or Premier's prior written permission. Such confidential information may take many forms, but is likely to include Provider Select's and/or Premier's plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, and contract catalogs (printed and electronic).
- 8. Prospective Member agrees during the term of this Membership Application not to use any Provider Select or Premier agreements as leverage to negotiate individual or system agreements with Provider Select's or Premier's contracted vendors or other competing vendors that exclude Provider Select and Premier.
- 9. Prospective Member acknowledges and agrees that by entering into this Agreement the parties have not established, and do not intend to establish, a "business associate" relationship, as such term is defined under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). Under no circumstances will Premier request from Member, nor will Member provide to Premier, "protected health information," as such term is defined in HIPAA. For the avoidance of doubt, Prospective Member agrees that Premier is not engaging any supplier as its downstream business associate.
- 10. Prospective Member acknowledges that rebates or discounts it may receive from vendors as part of its participation in the Provider Select group purchasing program are, for purposes of 42 C.F.R. Section 1001.952(h), "discounts or other reductions in price" and Prospective Member is required to disclose the specified dollar value of any such discounts or reductions in price under any state or federal program which provides cost or charge-based reimbursement to such Prospective Members.
- 11. Prospective Member represents and warrants that its execution and performance of this Application does not conflict with or violate any other agreement or obligation to which Prospective Member is subject or by which it is bound.
- 12. Prospective Member acknowledges and agrees that Provider Select, its affiliates and their respective directors, officers, employees and agents will not be liable for the acts or omissions of its contracted suppliers, or for any representations or warranties made by such suppliers.
- 13. If Prospective Member participates in the Pharmacy Program, Prospective Member is required to abide by the following additional terms and conditions:
  - a. Prospective Member agrees to purchase all of its annual requirements for pharmaceutical products which are covered by contract awards made by the Pharmacy Program through Premier group purchasing agreements.
  - b. Prospective member designates the Pharmacy Program's authorized pharmacy wholesaler (the "Authorized Wholesaler") as its prime vendor for purchasing pharmaceuticals under the Pharmacy Program. Participating Member further authorizes the Authorized Wholesaler to release total purchase data to Provider Select and Premier on a monthly basis.
  - c. Prospective Member represents that all products and supplies purchased under Provider Select and/or Premier negotiated agreements are for its own operations, excluding operations which compete with retail trade, and are not for resale.
  - d. Prospective Member understands that each manufacturer agreement has individual terms and conditions.

By signing below, Prospective Member hereby agrees to the foregoing terms of participation and confirms that all information supplied by Prospective member to Provider Select is complete and accurate. If Prospective Member is a Multi-Site System, Prospective Member hereby represents that it is authorized to sign this Membership Application on behalf of itself and each of the sites listed in Schedule 1 and that Prospective Member and each such site shall be bound by the terms of this Membership Application.

Signature of Prospective Member	Signature of Sponsor		
Printed Name of Prospective Member	Printed Name of Sponsor		
Title	Title		
Data	Poto		

Email the completed application to applications@ccpapp.org or fax to 888.276.2344.

## Schedule 1 - Child Site List

Please list all of Prospective Member's bill-to and ship-to sites that will be receiving products and services through the Provider Select program. By listing a site below, Prospective Member represents that 1) it has legal authority to sign and bind the site to contracts, including this membership application, and 2) it has control over all supply chain and purchased services for the site.

\* A DEA # and/or HIN # must be provided for all sites that will be participating in the Premier Pharmacy Program. The registered address for the DEA and/or HIN <u>must match</u> the address associated with it on this form in order to gain access to the program. Some suppliers may require a DEA # (rather than a HIN) in order to provide access to program pricing.

Bill to Address				Ship to Address			
Facility/Practice Name:			Phone Number:	Facility/Practice Name:			Phone Number:
Street Address:			Ste./Fl.:	Street Address:			Ste./Fl.:
State:		e:	Zip:	City: State:		te:	Zip:
DEA #:*	   HIN #:			DEA #:* HIN #:		HIN #:*	
McKesson Account Account Manager)	Number: (To	be provide	d by the McKesson	McKesson Account Account Manager)	Number: (To	be provid	ded by the McKess
hip to Address				Ship to Address	S		
acility/Practice Name:			Phone Number:	Facility/Practice Name:			Phone Number:
Street Address:			Ste./Fl.:	Street Address:			Ste./FI.:
City:	State	e:	Zip:	City:	Stat	te:	Zip:
DEA #:*		HIN #:*		DEA #:*	HIN #:*		
McKesson Account Account Manager)	Number: (To	be provide	d by the McKesson	McKesson Account Account Manager)	Number: (To	be provid	ded by the McKess
hip to Address				Ship to Address	 S		
Facility/Practice Name:			Phone Number:	Facility/Practice Name:			Phone Number:
Street Address:			Ste./Fl.:	Street Address:			Ste./Fl.:
City:	State:		Zip:	City: State:		te:	Zip:
DEA #:*	#:* HIN #:*			DEA #:*		HIN #:*	
McKesson Account Number: (To be provided by the McKesson Account Manager)			McKesson Account Number: (To be provided by the McKesso Account Manager)				

If you have more addresses than can fit on this page, please re-use this page or email provider select @premierinc.com for assistance.

Email the completed application to applications@ccpapp.org or fax to 888.276.2344.