ProviderSelect: MD™
Membership Application

Participating Member Information: (*Please provide all bill-to and ship-to address information on page 3)*

Participating Member Facility/Practice Name:			Primary Contact Name:
Street Address *(No P.O. Boxes please.)*:		Ste./Fl.:	Primary Contact Title:
City:	State:	Zip Code:	Primary Contact Phone Number:
Facility/Practice Phone Number:			Primary Contact Email:

Sponsor Information: If there is no sponsor, leave this section blank.

Sponsor Name: IPC Group Purchasing	Direct Parent Name (parent company, if different from Sponsor): CCPA Purchasing Partners, LLC
Sponsor Entity Code: 636729	Direct Parent Entity Code: 700683

Participating Member Relation to Direct Parent[1] ***(If No Direct Parent, Indicate Participating Member Relation to Sponsor):***

☐ Owned ☐ Leased ☐ Managed ☒ Affiliated (Not Owned, Leased or Managed)

Physician Practice / Medical Group Specialty* (check all that apply)

☐ Allergy & Immunology	☐ Family Practice	☐ Orthopedics	☐ Rehabilitation
☐ Cardiovascular Disease	☐ Infertility	☐ Otolaryngology	☐ Surgery
☐ Dentistry	☐ Internal Medicine	☐ Pain Management	☐ Urgent Care
☐ Dermatology	☐ Neurology	☐ Pediatrics	☐ Urology
☐ Ear, Nose & Throat	☐ OB/GYN	☐ Plastic Surgery	☐ Other
☐ Emergency Medicine	☐ Occupational Medicine	☐ Podiatry	
☐ Endocrinology	☐ Oncology	☐ Psychiatry	
☐ Gastroenterology	☐ Ophthalmology	☐ Pulmonology	

**Prospective members that are not physician practices/medical groups (such as surgery centers, imaging centers, home health care agencies, clinical labs, long term care facilities and DMEs) must complete a Premier Continuum of Care Membership Application rather than this ProviderSelect: MD application in order to join Premier. Please contact Rosters@PremierInc.com with questions.*

Pharmacy Program Participation:

A DEA # and/or HIN # must be provided in order to participate in the pharmacy program. The registered address for the DEA and/or HIN must match the address provided above 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. DEA and HIN #s for all ship to addresses accessing the program must be provided on Page 3. If Participating Member will not be participating in the pharmacy program, please write "Opt-out" below.

DEA #: HIN #:

[1]Definitions for the types of member facilities relationships (collectively, the "Child Sites") :
OWNED: A facility is considered to be owned if the Sponsor or Parent directly or indirectly holds (1) a majority of the equity or corporate membership interests in the facility or the power to appoint a majority of such facility's governing board or (2) a significant interest (which may be less than a majority of the total equity) sufficient to enable operational control and such facility is willing to designate Premier Healthcare Alliance, L.P. as its primary group purchasing organization.
LEASED: A facility is considered to be leased if it is leased and operated by its Sponsor or Parent.
MANAGED: A facility is considered to be managed if the Sponsor or Parent manages such facility in whole or in part (including at a minimum, the supplies purchasing function).
AFFILIATED: A facility is considered to be affiliated if the Sponsor or Parent formally sponsors the facility for participation in Premier's group purchasing organization, but does not own, lease or manage it.

To Be Completed by McKesson Account Manager:

McKesson Account Manager Name:	Account Manager Phone Number:	Account Manager Email Address:
Account Number:		

TERMS CONDITIONS AND SIGNATURES (the "Agreement")

By signing below, Participating Member agrees that:

A. The ProviderSelect: MD medical/surgical group purchasing program ("ProviderSelect: MD Program") contemplates as a goal that Participating 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 ProviderSelect: MD Program from the ProviderSelect: MD distributor. Participating Member further authorizes the ProviderSelect: MD distributor to release all of Participating Member's purchase data to Premier Healthcare Alliance, L.P. ("Premier").

B. Participating Member hereby designates Premier to act as Participating Member's group purchasing agent for the products and services (collectively, "Products") purchased by Participating Member through the ProviderSelect: MD Program.

C. Participating Member will use Premier as its primary group purchasing organization.

D. Participating Member will use all Products it purchases under group purchasing agreements of Premier and, if applicable, the sponsor named on the first page of this Agreement ("Sponsor") solely for its own operations and will not re-sell any such Products.

E. Participating Member (and Participating Member's agents, employees and representatives) shall keep confidential Premier's and Sponsor's proprietary and confidential information and shall not disclose such information to any third parties other than Premier's affiliates, Sponsor or Participating Member's employees with a need to know (who have been made aware of this provision by Participating Member and agree to comply with it). Such confidential information includes without limitation Premier's and Sponsor's plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, and contract catalogs (printed and electronic). Participating Member's obligation to maintain the confidentiality of such information shall remain in effect continuously throughout the period of Participating Member's membership in Premier and for a period of five (5) years thereafter.

F. In the event Participating Member is subject to applicable open records laws (such as a federal, state or municipal agency) which may require Participating Member to release confidential or proprietary information of Premier or Sponsor, Participating Member agrees to promptly notify Premier and/or Sponsor, as applicable, of any request under such laws for the release of such information. Further, Participating Member shall cooperate in good faith with Premier and Sponsor and use its best efforts to assist Premier and Sponsor in preventing the release of such information to the extent consistent with applicable law.

G. Participating Member represents and warrants that it (and its officers, directors and employees) are not listed by a federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal and/or state programs. Premier and/or Sponsor may terminate Participating Member from participation in the ProviderSelect: MD Program immediately in the event at any point Participating Member is not in compliance with this representation and warranty. Termination is in addition to any other rights or remedies Premier and Sponsor may have at law or in equity.

H. Participating Member acknowledges that rebates or discounts it may receive from ProviderSelect: MD vendors ("Vendors" or each a "Vendor") as part of its participation in the ProviderSelect: MD Program are, for purposes of 42 C.F.R. Section 1001.952(h), "discounts or other reductions in price" and Participating 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 Participating Members.

I. Participating 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 Participating Member, nor will Participating Member provide to Premier, "protected health information," as such term is defined in HIPAA. For the avoidance of doubt, Participating Member agrees that Premier is not engaging any Vendor as its downstream business associate.

J. Participating Member represents and warrants that its execution and performance of this Agreement does not conflict with or violate any other agreement or obligation to which Participating Member is subject or by which it is bound.

K. Participating Member acknowledges and agrees that Premier, its affiliates and their respective directors, officers, employees and agents will not be liable for the acts or omissions of Premier's contracted suppliers, or for any representations or warranties made by such suppliers.

L. Participating Member confirms that all information supplied by Participating Member to Premier and Sponsor is complete and accurate.

M. Participating Member authorizes Premier and Sponsor to individually activate group purchasing contracts on its behalf.

N. Participating Member agrees during the term of this Agreement not to use any Premier agreements as leverage to negotiate individual or system agreements with Premier's contracted Vendors or other competing vendors that exclude Premier.

O. Premier shall have the right in its sole and absolute discretion to immediately terminate or deny the membership of Participating Member or any Child Site or organization (i) in the event Participating Member or such Child Site or organization acts in a manner that is inconsistent with the ProviderSelect: MD Program's spirit of intent or violates the participation requirements of the ProviderSelect: MD Program; or (ii) whose involvement with Premier has the potential to damage the reputation of Premier and/or any of its affiliated companies. Notwithstanding anything is this Agreement to the contrary, Participating Member's membership shall automatically terminate if Participating Member becomes a contracted supplier of Products under the ProviderSelect: MD Program.

P. Premier and Sponsor, if applicable, are each authorized to act as a purchasing agent for Participating Member and any Child Sites that are added to Schedule 1 as it may be amended from time to time.

Q. Participating Member is hereby notified that Vendors pay to Premier an administrative fee, which is a percentage of the purchase price of Products that Participating Member purchases from such Vendors, which may be apportioned between Premier and Sponsor pursuant to a separate agreement. Administrative fees will be noted in a report located in Premier's online member portal.

R. Except as otherwise directed, Premier shall provide written notice at least annually to Participating Members that are healthcare providers of service[1], of the amount of administrative fees that Premier has received from Vendors with respect to purchases made by or on behalf of such Participating Member.

S. If Participating Member participates in Premier's Pharmacy program, the following additional terms apply:
   1. Participating Member hereby designates and will use Premier's Pharmacy Program as its Primary GPO for Participating Member and all Child Sites currently owned or subsequently acquired by Participating Member or any affiliate of Participating Member.
   2. Participating 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 Premier.
   3. Participating Member understands that each Vendor and each wholesaler contract in the ProviderSelect: MD Program has individual terms and conditions.

T. If Participating Member is a Multi-Facility System, Participating Member will list on Schedule 1 attached to this Agreement the facilities that it intends to serve as Child Sites subject to the terms of this Agreement. Participating Member may update the Child Site list upon written notice to Premier consistent with the terms of this Agreement. Participating Member represents that it has authority over all purchases, including liability for payment of invoices, for each Child Site listed and that it has the authority to sign and bind each Child Site to the terms of this Agreement. In such case, Participating Member and each such Child Site shall be bound by the terms of this Agreement.

U. In addition to compliance with the terms and conditions contained in this Agreement, Participating Member shall comply with all Premier policies pertinent to the Program.

V. Participating Member will receive any applicable Vendor rebates that are earned from purchases through the Premier Program via Electronic Funds Transfer (EFT). Please complete the Direct Deposit Via ACH Form and IRS Form W-9.

	Sonia Gandara
Signature of Participating Member	Signature of Sponsor
	Sonia Gandara
Printed Name of Participating Member	Printed Name of Sponsor
	CCPAPP Member Relations Specialist
Title	Title
Date	Date

[1] As defined in Section 1861(u) of the Social Security Act.

Schedule 1 – Child Site List

Please use the form attached below to list all Child Sites that will be receiving Products through the Premier Program that meet the following requirements below:

1. **The Participating Member has legal authority to sign and bind the Child Site to Program contracts, including the terms of this Agreement.**

2. **The Participating Member has control over all supply chain and purchased services for the Child Site.**

If either of the requirements above are not met, the Child Site must complete its own, separate Membership Application.

By submitting Schedule 1 to Premier, Participating Member certifies that the responses listed on Schedule 1 are true and accurate.

Participating Member authorizes and designates its Sponsor, distributor/wholesaler or other agent to add new Child Sites by submitting to Premier a list of new Child Sites on the attached form or by other written communication for the same purpose. Participating Member acknowledges and agrees that by making or authorizing any such future submissions of Child Site(s), unless expressly stated otherwise in the applicable submission, Participating Member certifies that it (1) has legal authority to sign and bind the Child Site(s) to contracts, including the terms of this Agreement, and (2) has control over all supply chain and purchased services for the Child Site(s).

** A DEA # and/or HIN # must be provided for all Child Sites that will be participating in the Premier ProviderSelect: MD Program. The registered address for the DEA and/or HIN must match the address associated with it on this form in order to gain access to the ProviderSelect: MD Program. Some Vendors may require a DEA # (rather than a HIN) in order to provide access to ProviderSelect: MD Program pricing.*

ExhD-Sch1ListofChildSites_7-21-26.xlsx

Email the completed Agreement to Rosters@PremierInc.com.

COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE BY PREMIER.