

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 <i>(No P.O. Boxes please.):</i>		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 (Sponsoring Premier Owner/Purchasing Group): Avera Health	Direct Parent Name (parent company, if different from Sponsor):
Sponsor Entity Code: SD2017	Direct Parent Entity Code:
Participating Member Relation to Direct Parent¹ <i>(If No Direct Parent, Indicate Participating Member Relation to Sponsor):</i> <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Managed <input checked="" type="checkbox"/> Affiliated (Not Owned, Leased or Managed)	

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

<input type="checkbox"/> Allergy & Immunology	<input type="checkbox"/> Family Practice	<input type="checkbox"/> Orthopedics	<input type="checkbox"/> Rehabilitation
<input type="checkbox"/> Cardiovascular Disease	<input type="checkbox"/> Infertility	<input type="checkbox"/> Otolaryngology	<input type="checkbox"/> Surgery
<input type="checkbox"/> Dentistry	<input type="checkbox"/> Internal Medicine	<input type="checkbox"/> Pain Management	<input type="checkbox"/> Urgent Care
<input type="checkbox"/> Dermatology	<input type="checkbox"/> Neurology	<input type="checkbox"/> Pediatrics	<input type="checkbox"/> Urology
<input type="checkbox"/> Ear, Nose & Throat	<input type="checkbox"/> OB/GYN	<input type="checkbox"/> Plastic Surgery	<input type="checkbox"/> Other
<input type="checkbox"/> Emergency Medicine	<input type="checkbox"/> Occupational Medicine	<input type="checkbox"/> Podiatry	
<input type="checkbox"/> Endocrinology	<input type="checkbox"/> Oncology	<input type="checkbox"/> Psychiatry	
<input type="checkbox"/> Gastroenterology	<input type="checkbox"/> Ophthalmology	<input type="checkbox"/> 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 provider_select@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 #: _____

¹Definitions for the types of Member Relations:

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 ProviderSelect: MD medical/surgical group purchasing program (“ProviderSelect: MD”) 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 program from the ProviderSelect: MD distributor. Participating Member further authorizes the ProviderSelect: MD distributor to release all purchase data to Premier Healthcare Alliance, L.P. (“Premier”).
- Participating Member will use Premier as its primary group purchasing organization.
- Participating Member will use all products and supplies 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 or supplies.
- 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 and 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.
- 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.
- Participating Member hereby acknowledges that the discounts available under Premier and Sponsor contracts may be exclusive and that its access to, or acceptance of, any incentives or rebates under separate programs may impact the discounts available to it under Premier and/or Sponsor contracts.
- 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 Sponsor may terminate Participating Member from participation in the 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.
- Participating Member acknowledges that rebates or discounts it may receive from vendors as part of its participation in the Premier group purchasing 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.
- 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 supplier as its downstream business associate.
- 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.
- 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.
- Participating Member confirms that all information supplied by Participating Member to Premier and Sponsor is complete and accurate.
- Participating Member authorizes Premier and Sponsor to individually activate group purchasing contracts on its behalf.
- 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.
- This Agreement may be canceled by either Premier or Participating Member by giving at least thirty (30) days written notice of cancellation to the other.
- Participating Member agrees that Premier and Sponsor, if applicable, are authorized to act as purchasing agents for Participating Member, including any child sites identified by Participating Member or its agent in accordance with this agreement as it may be amended from time to time.
- Participating Member is hereby notified that vendors pay to Premier an aggregate administrative fee of three percent (3%) or less of the purchase price of goods and services such vendors provide, which may be apportioned between Premier and Sponsor pursuant to a separate agreement. In the event there are any exceptions to the foregoing statement, they will be noted in a report located in Premier’s online member portal.
- On an annual basis, Premier shall provide Participating Member written notice of the amount of administrative fees which Premier has received from vendors with respect to purchases made by or on behalf of Participating Member.
- If Participating Member participates in Premier’s Pharmacy program, the following additional terms apply:
 - Participating Member will purchase all of its annual requirements for pharmaceuticals which are covered by contract awards made by the Premier pharmacy program as measured by annual dollar volume.
 - 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 all purchase data to Premier.
 - Participating Member understands that each manufacturer and each wholesaler agreement has individual terms and conditions.

By signing below, Participating Member hereby agrees to the foregoing terms of participation. If Participating Member is a Multi-Site System, Participating Member hereby represents that it is authorized to sign this agreement on behalf of itself and each of the sites listed in Schedule 1 and that Participating Member and each such site shall be bound by the terms of this agreement.

Signature of Participating Member

Printed Name of Participating Member

Title

Date

Signature of Sponsor

Ryan Donovan

Printed Name of Sponsor

Director

Title

Date

Schedule 1 – Child Site List

Please list all of Participating Member's bill-to and ship-to sites that will be receiving products and services through the ProviderSelect: MD program. By listing a site below, Participating Member represents that 1) it has legal authority to sign and bind the site to contracts, including this agreement, 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 must match 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.:
City:	State:	Zip:	City:	State:	Zip:
DEA #:*		HIN #:*		DEA #:*	
				HIN #:*	
McKesson Account Number: (To be provided by the McKesson Account Manager)			McKesson Account Number: (To be provided by the McKesson Account Manager)		

Ship to Address

Ship to Address

Facility/Practice Name:		Phone Number:	Facility/Practice Name:		Phone Number:
Street Address:		Ste./Fl.:	Street Address:		Ste./Fl.:
City:	State:	Zip:	City:	State:	Zip:
DEA #:*		HIN #:*		DEA #:*	
				HIN #:*	
McKesson Account Number: (To be provided by the McKesson Account Manager)			McKesson Account Number: (To be provided by the McKesson Account Manager)		

Ship to Address

Ship to Address

Facility/Practice Name:		Phone Number:	Facility/Practice Name:		Phone Number:
Street Address:		Ste./Fl.:	Street Address:		Ste./Fl.:
City:	State:	Zip:	City:	State:	Zip:
DEA #:*		HIN #:*		DEA #:*	
				HIN #:*	
McKesson Account Number: (To be provided by the McKesson Account Manager)			McKesson Account Number: (To be provided by the McKesson 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 agreement to kevin.jordanger@avera.org.