

Premier REACH™ Membership Application

Part I - Account Information (*Indicates Required Field)

*Facility Name ("Participating Member"): _____

*Primary Street Address: _____

*City: _____ *St: _____ *Zip: _____

*Phone: _____ Website: _____

Sponsor Name (Sponsoring Premier Owner/Purchasing Group): Avera Health

Direct Parent (parent company, if different from Sponsor): SD2017

Relationship to Direct Parent** (Check one - If No Direct Parent, Indicate Participating Member Relation to Sponsor):

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

** See Bottom of Page 4 for definitions of the types of relationships.

*Primary Service: (Check one)				
Education	Employee Feeding	Recreation		
<input type="checkbox"/> Colleges & Universities	<input type="checkbox"/> Employee Feeding	<input type="checkbox"/> Auditorium/Museum	<input type="checkbox"/> Golf Course/Country Club	
<input type="checkbox"/> Early Childhood Education	Hospitality	<input type="checkbox"/> Camp	<input type="checkbox"/> Stadium/Arena	
<input type="checkbox"/> K-12 Private School	<input type="checkbox"/> Casino	<input type="checkbox"/> Convention Center	<input type="checkbox"/> Zoo	
<input type="checkbox"/> K-12 Public School	<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Park/Recreation/Fairgrounds		
Other Alternate Markets				
<input type="checkbox"/> Business & Industry	<input type="checkbox"/> Catering	<input type="checkbox"/> Community Agency	<input type="checkbox"/> Restaurant**	<input type="checkbox"/> Other:

** Restaurants must spend at least \$15M annually and be centrally owned/controlled in order to access the Premier Foodservice Program.

Part II - Contact Information (*Indicates Required Field)

*First and Last Name: _____

*Title: _____ *Email Address: _____

*Phone: _____

General Terms and Conditions:

Participating Member agrees to the following:

- A. Participating Member hereby designates Premier Healthcare Alliance, L.P. ("Premier") to act as Participating Member's group purchasing agent for the products purchased by Participating Member through the group purchasing program ("Program"). Participating Member hereby acknowledges and agrees that Premier will act as Participating Member's primary group purchasing organization for the products and services in program lines it elects to access through the Program.
- B. Participating Member is hereby notified that vendors pay to Premier an 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 its affiliates pursuant to 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 received from vendors with respect to purchases made by or on behalf of the Participating Member.

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- C. 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.
- D. Participating Member represents and warrants that it complies with all applicable federal, state and local laws and regulations and that it has not (a) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs or (b) been convicted of any crime relating to any federal and/or state program.
- E. Participating Member shall indemnify, defend and hold Premier, its affiliates and their respective officers, directors, shareholders, employees, successors, agents and assigns ("Premier Indemnitees"), harmless from and against any claims, liabilities, damages, judgments or other losses imposed upon or incurred by any of the Premier Indemnitees arising out of or as a result of: (a) the breach by Participating Member or its officers, directors, employees, affiliates, or other agents of any of Participating Member's representations, warranties, duties or obligations under this agreement or (b) the negligence or willful misconduct of Participating Member, or its officers, directors, employees, affiliates, or other agents, in connection with its participation in the Program.
- F. Participating Member will use all products and supplies it purchases through the Program solely for its own operations and will not re-sell any such products or supplies outside of the Participating Member's business operation as indicated on this agreement or use any such Products to provide services for a facility that is not listed as a child site on Schedule 1.
- G. Premier may terminate immediately Participating Member's participation in the Program in the event Participating Member acts in a manner that is inconsistent with the Program's spirit of intent or violates the participation requirements of the Program. By signing this agreement, Participating Member acknowledges its intent to (i) participate in the Program and (ii) comply with the participation requirements described herein.
- H. This agreement may be canceled without cause or penalty at any time by Premier or Participating Member by giving at least thirty (30) days written notice of cancellation to the other.
- I. This agreement represents the entire agreement between Premier and Participating Member regarding the Program and supersedes any prior oral or written agreement concerning such subject matter.
- J. Participating Member agrees to protect the confidentiality of the Program's group contract prices and terms, and in no event to leverage the Program's prices to obtain a better price. Participating Member (and its agents, employees and representatives) shall keep confidential the proprietary and confidential information of Premier and its affiliates and shall not disclose such information to any third parties other than Participating Member's employees with a need to know (who have been made aware of this provision by Participating Member and agree in writing to comply with it). Such confidential information includes without limitation Premier's and its affiliate's plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, contract catalogs (printed and electronic) and contract terms and pricing of participating vendors. Participating Member's obligation to maintain the confidentiality of such information shall remain in effect continuously throughout the period of its membership in Premier and for a period of five (5) years thereafter.
- K. Premier shall have the right to assign this agreement and its rights and obligations hereunder to any of its affiliates.
- L. In the event any Participating Member client is operated by a state, federal or municipal agency and therefore subject to applicable open records laws which may require Participating Member to release confidential or proprietary information of Premier and its affiliates, Participating Member shall promptly notify Premier of any request under such laws for the release of such information. Further, Participating Member shall cooperate in good faith with Premier and use its best efforts to assist Premier in preventing the release of such information to the extent consistent with applicable law.
- M. Participating Member hereby acknowledges that the discounts available under Program contracts are exclusive of any additional incentives or rebates that may be offered by contracted suppliers under separate programs.

Participating Member hereby agrees not to attempt to access such other incentives or rebates to the extent the applicable products or supplies purchased by Participating Member are purchased under Program contracts.

- N. 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.
- O. 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.
- P. If Participating Member sells products and/or services to other businesses then the following additional terms apply: If at any time Participating Member enters into a group purchasing agreement with Premier or any of its affiliates (collectively "Premier Group") pursuant to which Participating Member agrees to pay any member of the Premier Group an administrative fee in connection with the purchase of Participating Member's products or services by members of a group purchasing organization operated by any member of the Premier Group, then, thirty (30) days after the date of award of such agreement, (i) this agreement shall automatically terminate and (ii) Participating Member's membership in the Program shall terminate. Participating Member represents and warrants that Participating Member and its affiliates, and their respective employees, agents and representatives (the "Member Group"), shall not reference Premier or Premier's group purchasing program in any written or verbal communication, including without limitation a reference to the existence of a contractual or other relationship between Participating Member and Premier, without obtaining Premier's prior written consent. In addition, Participating Member acknowledges and agrees that neither Premier nor its partners, including without limitation your sponsor, will provide the Member Group with access to any Premier tools, including without limitation Supply Chain Advisor and Premier's membership roster. Participating Member further agrees that the Member Group will not use any confidential information of Premier, including any Premier pricing or membership information, for any business purpose of the Member Group, including without limitation, sales targeting. Any Premier confidential information obtained by the Member Group will be used solely to purchase products under Premier group purchasing agreements.
- Q. Participating Member authorizes Premier and the Sponsor named on the first page of this agreement, if applicable ("Sponsor"), to individually activate group purchasing contracts on its behalf.

Foodservice Program Participants Terms and Conditions:

If participating in the Foodservice Program, the following program terms and conditions apply:

<i>Please include your:</i>	Estimated Annual Foodservice Purchases: \$ _____
Avg Drop Size: \$ _____	Scheduled Deliveries per Week: _____ Avg Days Sales Outstanding: _____

- A. Participating Member agrees to utilize the Program's authorized foodservice distributor (the "Authorized Distributor") as its prime vendor for foodservice distribution. Participating Member authorizes Premier to disclose this agreement to the Authorized Distributor as part of the Program.
- B. Participating Member agrees to comply with the participation requirements of the Premier foodservice distribution program and manufacturer programs.
- C. Participating Member agrees, upon termination of its participation in the Program, to promptly purchase or cause a third party to promptly purchase any remaining inventory of specially ordered and/or proprietary products stocked exclusively for the Participating Member.
- D. Participating Member will receive any applicable manufacturer rebates that are earned from purchases through vendors participating in the Program via Electronic Funds Transfer (EFT). Rebates earned will be deposited directly to your secure financial institution. *Please complete the Premier Rebate ACH Direct Deposit Enrollment Form (Page 6 of this document).* Participating Member is advised that Premier and its Affiliates do not retain any portion of the manufacturer rebates (excluding the administrative fee) generated by Participating Member purchases through the Program.

Please provide your estimated annual purchases for each of the following program lines that you intend to access within the Premier portfolio: (If Not Applicable, please indicate "N/A")

IT/Telecom:	\$	Med/Surg:	\$
Housekeeping:	\$	Capital:	\$
Facilities:	\$	Pharmacy*:	\$
Lab:	\$	Other:	\$

*Completion of a Premier Pharmacy Participation Form is required in order to participate in Premier's Pharmacy Program.

Signature of Participating Member

Printed Name of Participating Member

Title

Date

Signature of Sponsor

Ryan Donovan

Printed Name of Sponsor

Director

Title

Date

Please return the completed agreement to kevin.jordanger@avera.org.

****Definitions for the types of Direct Parent Relationships (from Page 1):**

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.

Schedule 1 – Child Site List

Please use the attached form to list all child sites that will be receiving products and services purchased by the Participating Member through the Program. Participating Member represents and warrants 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. Any child site that controls its own purchasing must complete its own agreement.



Schedule 1 - Child
Site List

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Premier Rebates ACH Direct Deposit Enrollment Form

Please complete this form in order to receive Premier Foodservice, Pharmacy and Medical/Surgical rebates through Direct Deposit. Premier offers Direct Deposit so that you may receive your rebates faster, while reducing the potential for fraud.

Date: _____

Facility/Member Information:

Facility Name: _____ Entity Code (if Known): _____

Address: _____

City: _____ St: _____ Zip: _____

Authorized by:

Name: _____ Title: _____

Phone: _____ Email Address: _____

Account Information:

Bank Name: _____

Account Name: _____

ABA Routing Number (for ACH deposits): _____

Account Number: _____

Email Notifications:

Below, please list any email addresses that should receive an email notification when a rebate deposit is made to your account. Multiple email addresses can be provided for each type of rebate.

Email Addresses:	
Foodservice Rebates: <input type="checkbox"/> Check if not applicable	
Pharmacy Rebates: <input type="checkbox"/> Check if not applicable	
Med/Surg Rebates: <input type="checkbox"/> Check if not applicable	
Convenience Store Rebates: <input type="checkbox"/> Check if not applicable	

This form may be returned with a Premier REACH agreement via email to kevin.jordanger@avera.org. You may also fax the Premier Rebate ACH Direct Deposit Enrollment Form separately, directly to Premier Rebates, by email to PremierRebates@PremierInc.com or by fax to 605-322-4666. If you have any questions please email kevin.jordanger@avera.org.

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