Avera PACE

PREMIER Continuum of Care

CONTINUUM OF CARE MEMBERSHIP APPLICATION

Section I - Participating Member Information: *(All Fields In This Section Are Required)*

Participating Member Facility Name:			Primary Contact Name:
Street Address *(No P.O. Boxes Please)*:		Ste.:	Primary Contact Title:
City:	State:	Zip code:	Primary Contact Phone Number:
Member Phone Number:			Primary Contact Email:
Website:			

Start Date: _____ (Start Date may not precede the received date of a signed copy of an application.)

Section II - Member Primary Service: Please choose one below *(Required)*

☐ Adult Day Care Center	☐ Healthcare Corporate Office	☐ Physician(s)
☐ Ambulatory Care Center	☐ Healthcare Management Svc Org	☐ Prison/Correctional Health
☐ Assisted Living	☐ Home Health Care Agency	☐ Public Health Department
☐ Behavioral Health - Inpatient	☐ Home Infusion	☐ Rehabilitation Center
☐ Behavioral Health - Outpatient	☐ Hospice – Home Care	☐ Retail Pharmacy
☐ Charity	☐ Hospice – Inpatient	☐ Skilled Nursing (# of Beds ____)
☐ Community Health Center	☐ Imaging Center	☐ Student/Employee Health Svc
☐ Cont Care Retire Community (CCRC)	☐ Independent Living	☐ Substance Abuse Treatment Center
☐ Dentistry	☐ Infusion Pharmacy	☐ Surgery Center
☐ Dialysis Center	☐ Mail Order Pharmacy	☐ Veterinary
☐ DME & Supply Dealer	☐ Meals on Wheels	☐ Wellness Facility/Fitness Ctr
☐ First Responder	☐ Medical Association	☐ Healthcare-Other:
☐ Freestanding Healthcare Laboratory	☐ Oncology Center	
☐ Health Plan/HMO/PPO	☐ Pharmacy	

Section III - Sponsor/Parent Information:

Sponsor Name: Avera PACE	Direct Parent Name (parent company, if different from Sponsor):
Sponsor Entity Code: SD0001	Direct Parent Entity Code:

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)

Required to be completed by Sponsor: **Sponsor has reviewed the governmental exclusionary lists as required by Premier's policies and Participating Member does not appear on any such list: ☒ Agree ☐ Disagree**

Section IV - Unique Industry Identifiers:

GLN (Global Location Number):	DEA (Drug Enforcement Agency) #:	HIN (Health Industry Number):

[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.

TERMS CONDITIONS AND SIGNATURES (the "Agreement")

By signing below, Participating Member agrees that:

- Participating Member hereby designates Premier Healthcare Alliance, L.P. ("Premier") to act as Participating Member's group purchasing agent for the products and services (collectively, "Products") purchased by Participating Member through the group purchasing program ("Program").
- Participating Member will use Premier as its primary group purchasing organization.
- Participating Member will use all Products it purchases under group purchasing contracts 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 (except to the extent Participating Member is a DME provider or retail pharmacy that is purchasing from Program vendors ("Vendors") who offer pricing to DME providers and/or retail pharmacies with the expectation that Products will be re-sold).
- 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.
- Subject to the confidentiality provisions contained herein and any third-party confidentiality obligations to which Participating Member is subject, Participating Member agrees to permit reasonable access to all data directly related to the purchasing of Products by Participating Member, whether such purchases by Participating Member are made under Premier contracts or other vendor contracts ("Participating Member Data"). Participating Member grants to Premier and its affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Participating Member Data: (i) to provide the Program and other Products provided, or that may in the future be provided, by Premier or any of its affiliates; (ii) to perform Premier's obligations or to exercise its rights under this Agreement; (iii) as part of Products provided by Premier or any of its affiliates for Participating Member, including quality improvement initiatives, supply chain consulting services and data analytic services; and (iv) for any commercial purpose on a blinded and aggregated basis.
- Participating Member will sign the Facility Authorization and Vendor Fee Agreement attached as Exhibit A. The signed original of the Facility Authorization and Vendor Fee Agreement should be returned to Premier as soon as possible and a copy retained by Participating Member for its records. Notwithstanding approval of Participating Member's application to become a member in Premier, Participating Member will not have the right to participate in Premier's Program and Sponsor's group purchasing programs until the Facility Authorization and Vendor Fee Agreement has been signed and returned to Premier. Execution of the Facility Authorization and Vendor Fee Agreement is required for compliance with the regulatory safe harbor for group purchasing organizations under the Federal Medicare Anti-Fraud and Abuse Statute, codified at 42 C.F.R. § 1001.952(j).
- 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 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 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 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 that 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 Vendor 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 Vendors, or for any representations or warranties made by such Vendors.
- 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 Program group purchasing contracts on its behalf.
- 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 facility or organization acts in a manner that is inconsistent with the Program's spirit of intent or violates the participation requirements of the 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 Vendor of Products under the Program.
- If Participating Member is a Multi-Facility System, Participating Member will list on Exhibit D 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 facility shall be bound by the terms of this Agreement.
- Participating Member agrees that in addition to the terms and conditions contained in this Agreement, it shall also comply with all Premier policies pertinent to the Program.
- If Participating Member wishes to participate in the Premier foodservice Program, the terms and conditions of Exhibit E shall apply.
- 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.

Signature of Participating Member	Signature of Sponsor Kevin Jordanger
Printed Name of Participating Member	Printed Name of Sponsor Director - Avera PACE
Title	Title
Date	Date

Email the completed application and exhibits to Rosters@PremierInc.com for sponsor signature.

COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE BY PREMIER.

Participating Member Information:

Participating Member Facility Name ("Participating Member"):
Street Address *(No P.O. Boxes Please)*:
City:
State:
Zip code *(+4 if available)*:

Participating Member and Premier Healthcare Alliance, L.P. ("Premier") hereby agree as follows:

PURCHASING AGENT FOR PURPOSES OF PARTICIPATING IN GROUP PURCHASING PROGRAMS
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 Exhibit D as it may be amended from time to time.

ADMINISTRATIVE FEE
Participating Member is hereby notified that Vendors pay to Premier an administrative fee of three percent (3%) or less of the purchase price of Products 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.

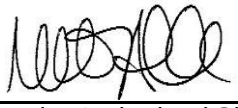
ANNUAL DISCLOSURE OF ADMINISTRATIVE FEES
Except as otherwise directed, Premier shall provide written notice on at least an annual basis to Participating Members that are healthcare providers of service[1], of the amount of administrative fees that Premier has received from vendors with respect to purchases made by or on behalf of such Participating Member.

Signature of Participating Member

Printed Name Date

Title

ACKNOWLEGED BY PREMIER HEALTHCARE ALLIANCE, L.P.
By: Premier Services, LLC,
Its: General Partner



Premier Authorized Signature

Michael Alkire, President and CEO
Printed Name, Title

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

EXHIBIT B – PHARMACY PROGRAM REQUIREMENTS - CONTINUUM OF CARE

To be completed if participating in Premier's Pharmacy Program

Facility Name _____ DEA # _____ HIN # _____

PLEASE INCLUDE COPY OF DEA CERTIFICATE WHEN SUBMITTING APPLICATION

PHARMACY START DATE*: _____ *(*If there is an existing contract with another service provider, the start date may be delayed until after the expiration of the existing contract.)*

Please check one which applies:

☐ Infusion Closed Door	☐ Infusion Suite	☐ Mail Order
☐ Infusion Closed Door with Specialty	☐ Retail	☐ Physician Practice
☐ Infusion Combo	☐ Retail Closed Door	☐ Prison / Correctional Provider
☐ Infusion Combo with Specialty	☐ Retail with Specialty	☐ Specialty Pharmacy
☐ Non Acute Non Retail		

- Participating Member hereby designates and will use Premier 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. Participating Member agrees to communicate such designation in writing to its distributors and wholesalers. "Primary GPO" means the national group purchasing organization ("GPO") designated by Participating Member as its primary GPO to Vendors, service providers, wholesalers and/or distributors (collectively, "Sellers"), which among other things allows Participating Member to access contracts that have been negotiated and entered into between Sellers and their affiliates (collectively, "Premier GPO Contracts") and credits Premier as the GPO for Participating Member's purchases, including at a minimum and without limitation, to be the GPO attached to Premier GPO Contracts for Products purchased by Participating Member in cases where the contract price of a Product pursuant to a Premier GPO Contract is equal to or less than the contract price of such Product offered through (i) any other GPO or (ii) any direct, internal or "house" program offered by a wholesaler or distributor.
- Participating Member designates the below listed wholesaler to be its prime vendor for purchasing pharmaceutical Products under the Pharmacy Program. Participating Member further authorizes the below listed wholesaler to release total purchase data to Premier.
- Participating Member represents that all Products purchased under Premier group purchasing contracts are for Participating Member's own operations, excluding operations which compete with retail trade. If Participating Member is a Multi-Facility System, Participating Member also represents that all pharmaceutical Products purchased under Premier group purchasing contracts by Child Sites in Participating Member's system are for each such Child Site's own operations, excluding operations which compete with retail trade. If Participating Member competes with retail trade, Participating Member acknowledges that it will be eligible to purchase pharmaceutical Products through the Program only from Premier Vendors that offer pricing to the Participating Member with the expectation and understanding that such Products will be re-sold.
- Participating Member understands that each Vendor contract and each wholesaler contract in the Program has individual terms and conditions.

Former Purchasing Group: _____ Termination Date: _____

Primary Designated Wholesaler

Name _____

Address _____

City/State/ZIP _____

Secondary Designated Wholesaler

Name _____

Address _____

City/State/ZIP _____

Signature of Member's Pharmacy Director or Other Authorized Person _____

Printed Name _____

Pharmacy Service Provider Classification	Description
Infusion Closed Door	Provides infusion therapy services, which are administered in a home setting, at the provider's premises or at a physician's office. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license. A "Closed Door" pharmacy has no sales to the general public.
Infusion Closed Door with Specialty	Provides infusion therapy services, which are administered in a home setting, at the provider's premises or at a physician's office. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license. A "Closed Door" pharmacy has no sales to the general public. Provider also dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
Infusion Combo	Provides infusion therapy services, which are administered in a home setting, at the provider's premises or at a physician's office. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license. Provider also services retail patients.
Infusion Combo with Specialty	Provides infusion therapy services, which are administered in a home, at the provider's premises or at a physician's office. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license. Provider also serves retail patients and dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
Infusion Suite	Provides infusion therapy services, in an outpatient infusion suite setting. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license.
Mail Order	A closed door pharmacy that provides home delivery of prescriptions for patients with chronic conditions. Provider also dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
Retail	Provides prescription and over the counter drugs as well as other health related items to patients discharged from the hospital and to the general public.
Retail Closed Door	Provides prescription and over the counter drugs as well as other health related items to patients discharged from the hospital, employees and their covered entities.
Retail with Specialty	Provides prescription and over the counter drugs as well as other health related items to patients discharged from the hospital and to the general public. Provider also dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
Physician Practice	A certified and licensed physician office and business unit that engages in the diagnosis and /or management of patients, including but not limited to, oncology, pediatrics, immunology, neurology related diseases, purchase, preparation, dispensing, administration, management, and billing of diagnostics and therapy.
Prison/Correctional Provider	Provides pharmaceuticals to inmates in a correctional facility. A “Closed Door” pharmacy has no sales to the general public
Specialty Pharmacy	Specialty pharmacies dispense and deliver specialty drugs to patients. They may also perform services for patients. Such services include, but not limited to managing reimbursement, performing case management and providing patient education.
NON ACUTE NON RETAIL	Health facilities that have no (or few) acute care beds and use pharmaceuticals for their own operations, excluding operations which compete with retail trade. Such facilities include, but are not limited to ambulatory surgery centers, diagnostic imaging centers, rehabilitation facilities, clinics, and hospices.

EXHIBIT C – CONTACT PROFILE

Please provide contact information in the table below (or in the attached Excel file) for anyone within your facility(s) interested in receiving communications from Premier. If left blank, the default contact will be the Primary Contact listed on Page 1.

Exhibit C - Contact Profile

Contact 1	**Contact 2**	**Contact 3**
Full Name	Full Name	Full Name
Title	Title	Title
Organization Name	Organization Name	Organization Name
Address	Address	Address
City, State, and Zip	City, State, and Zip	City, State, and Zip
Phone	Phone	Phone
Fax	Fax	Fax
Email	Email	Email
Contact 4	**Contact 5**	**Contact 6**
Full Name	Full Name	Full Name
Title	Title	Title
Organization Name	Organization Name	Organization Name
Address	Address	Address
City, State, and Zip	City, State, and Zip	City, State, and Zip
Phone	Phone	Phone
Fax	Fax	Fax
Email	Email	Email
Contact 7	**Contact 8**	**Contact 9**
Full Name	Full Name	Full Name
Title	Title	Title
Organization Name	Organization Name	Organization Name
Address	Address	Address
City, State, and Zip	City, State, and Zip	City, State, and Zip
Phone	Phone	Phone
Fax	Fax	Fax
Email	Email	Email

EXHIBIT D – LIST OF CHILD SITES

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

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.

Exh D - Sch 1 List of Child Sites_6-9-21.xlsx

By submitting Exhibit D to Premier, Participating Member certifies that the responses listed on Exhibit D 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).

Signature of Participating Member

Printed Name Date

Title

EXHIBIT E – FOODSERVICE PROGRAM REQUIREMENTS

If participating in the Foodservice Program, Participating Member agrees to the following Foodservice Program terms and conditions:

A. Participating Member agrees to utilize the Program's authorized foodservice distributor (the "Authorized Distributor") as its prime Vendor for foodservice distribution, with the intent to purchase a minimum of eighty percent (80%) of its annual food requirements for the Products(s) available from Premier's Authorized Distributor (as measured in dollars). 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 Vendor 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 applicable Vendor rebates that are earned from purchases through vendors participating in the Program via Electronic Funds Transfer (EFT). Participating Member agrees to complete Premier's Rebate ACH Direct Deposit Enrollment Form. Participating Member is advised that Premier and its affiliates do not retain any portion of the Vendor rebates (excluding the administrative fee) generated by Participating Member purchases through the Program.

E. 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 Vendors under separate programs. Participating Member hereby agrees not to attempt to access such other incentives or rebates to the extent the applicable Products purchased by Participating Member are purchased under Program contracts.