



Premier REACH™ Letter of Participation

*INDICATES REQUIRED FIELD



Part I - Account Information

*Facility Name ("Participating Member"): _____

*Primary Street Address: _____

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

*Phone: _____ Fax: _____

Sponsoring Premier Owner/Purchasing Group: Essensa

Direct Parent (parent company, if different from above): NYC - Community Based Organization

Relationship to Direct Parent (if applicable)**: ☐ Owned ☐ Leased ☐ Managed ☐ Affiliated

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

of Employees: _____

*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"/> Catering	<input type="checkbox"/> Community Agency	<input type="checkbox"/> Charity	<input type="checkbox"/> Other:

***Completion of a Premier REACH Profile Form is required prior to the completion of the Premier REACH Letter of Participation.**

Part II - Contact Information

*First and Last Name: _____

*Title: _____ *Email Address: _____

*Phone: _____ Fax: _____

General Terms and Conditions:

Participating Member agrees to the following:

- A. Participating Member hereby designates Provider Select, LLC ("Provider Select") to act as Participating Member's group purchasing agent for any and all products purchased by Participating Member through the group purchasing program operated by Provider Select. Participating Member hereby acknowledges and agrees that Provider Select will act as Participating Member's primary group purchasing organization for any and all products and services it purchases through the group purchasing program operated by Provider Select and its affiliates ("Program"). Participating Member authorizes Provider Select to disclose this Letter of Participation to the Authorized Distributor as part of the Program.
- B. Participating Member is notified that, in consideration of the administrative services rendered in connection with the Program, the participating vendors, including the Authorized Distributor, from which Participating Member may

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purchase goods or services will pay an administrative fee of three percent (3%) or less of the purchase price of the goods or services provided by that vendor and such fee may be apportioned between Provider Select and its affiliates pursuant to separate written agreement. On an annual basis, Provider Select shall provide Participating Member written notice of the amount of administrative fees which Provider Select received from vendors with respect to purchases made by or on behalf of the Participating Member.

- C. Participating Member will list on Schedule 1 attached to this application the facilities that it intends to serve as child sites subject to the terms of this Letter of Participation. Participating Member may update the child site list upon written notice to Premier consistent with the terms of this Letter of Participation. 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 Letter of Participation.
- 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 Provider Select, 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 Letter of Participation 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 Letter of Participation or use any such Products to provide services for a facility that is not listed as a child site on Schedule 1.
- G. Provider Select 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 Letter of Participation, Participating Member acknowledges its intent to (i) participate in the Program and (ii) comply with the participation requirements described herein.
- H. This Letter of Participation may be canceled without cause or penalty at any time by Provider Select or Participating Member by giving at least thirty (30) days written notice of cancellation to the other.
- I. This Letter of Participation represents the entire agreement between Provider Select 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 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 Provider Select 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 to comply with it). Such confidential information includes without limitation Provider Select'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 Provider Select and for a period of seven (7) years thereafter.
- K. Provider Select shall have the right to assign this Letter of Participation and its rights and obligations hereunder to

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any of its affiliates. For purposes of this Letter of Participation, "affiliates" shall mean Premier Purchasing Partners, L.P., its general partner and Premier, Inc.

- 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 Provider Select and its affiliates, Participating Member shall promptly notify Provider Select of any request under such laws for the release of such information. Further, Participating Member shall cooperate in good faith with Provider Select and use its best efforts to assist Provider Select 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.

Foodservice Program Participants Terms and Conditions:

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

<u>Please include your:</u>	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.
- B. Participating Member agrees to comply with the participation requirements of the Provider Select 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 Provider Select and its Affiliates do not retain any portion of the manufacturer rebates (excluding the administrative fee) generated by Participating Member purchases through the Program.

Convenience Store Distribution Program Participants Terms and Conditions:

If participating in the Convenience Store Distribution Program, the following program terms and conditions apply:

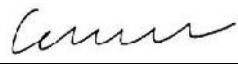
- A. Participating Member agrees to utilize the Program's authorized convenience store distributor awarded by Provider Select and Purchasing Partners (the "Authorized Distributor") as its prime vendor for Convenience Store ("C-Store") distribution.
- B. Participating Member agrees to comply with the participation requirements of the Provider Select C-Store distribution program and manufacturer programs.
- C. 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 Provider Select and its Affiliates do not retain any portion of the manufacturer rebates (excluding the administrative fee) generated by Participating Member purchases through the Program.

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

IT/Telecom:	\$	Med/Surg:	\$
Housekeeping:	\$	Capital:	\$
Facilities:	\$	Pharmacy*:	\$
Lab:	\$	C-Store Distribution:	\$

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

<p>_____ Signature of Participating Member</p> <p>_____ Printed Name of Participating Member</p> <p>_____ Title</p> <p>_____ Date</p>	<p style="text-align: center;"></p> <p>_____ Signature of Sponsor</p> <p>_____ Lee H. Perlman, FACHE</p> <p>_____ Printed Name of Sponsor</p> <p>_____ Chief Executive Officer, Essensa and President, GNYHA Services, Inc.</p> <p>_____ Title</p> <p>_____ Date</p>
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ACKNOWLEDGED: PROVIDER SELECT, LLC

<p>_____ Provider Select, LLC Authorized Signature</p>	<p>_____ Date</p>
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Please return the completed Letter of Participation via fax to 646-638-2641, Attn: Membership.

****Definitions for the types of Direct Parent Relationships:**

OWNED: A facility is considered to be owned if the parent holds a direct or indirect equity or corporate Membership interest (which may be less than a majority of the equity or corporate Membership interests) or otherwise has the ability to appoint one or more members of the facility's governing board.

LEASED: A leased facility is leased and operated by its direct parent.

MANAGED: A facility is considered to be managed if the direct parent directly or indirectly manages all or a portion of its operations pursuant to a management agreement.

AFFILIATED: A facility is considered to be affiliated if the direct parent formally sponsors the facility, but does not own, lease or manage. If an affiliated facility's relationship with its sponsor ends and such facility wishes to continue its participation in the group purchasing programs operated by Provider Select, such facility should consult with Provider Select regarding other participation options. In addition, the affiliate must have the sponsoring Premier Owner or purchasing group countersign this agreement.

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