

**PROVIDER SELECT, INC.
LETTER OF PARTICIPATION
TERMS AND CONDITIONS**

1. Candidate agrees to use the program materials provided to Candidate by Provider Select and any affiliate of Provider Select (“Program Materials”) only in connection with Candidate’s participation in Provider Select group purchasing programs. Candidate agrees that title to and ownership of the Program Materials shall remain with Provider Select and/or any such affiliate. Candidate will maintain the confidentiality of Program Materials, and will not disclose same to any third parties. Candidate will return all Program Materials to Provider Select upon the termination of Candidate’s participation in Provider Select group purchasing programs.
2. Participation in the Provider Select medical/surgical group purchasing program requires candidate to purchase eighty percent (80%) (by annual dollar volume) of its annual requirements for all medical/surgical products and supplies (subject to Premier’s group purchasing code of conduct contained in Exhibit A of Premier’s Group Purchasing Policy) covered under the program from the Provider Select distributor. Candidate understands that each manufacturer agreement has individual terms and conditions that may require higher percentage requirements for participation for that manufacturer.
3. If Candidate participates in the Provider Select Pharmacy Purchasing program, Candidate is required to complete the Pharmacy Program Addendum and abide by the terms and conditions contained in that document.
4. Candidate hereby designates Provider Select to act as Candidate’s purchasing agent for any and all medical, surgical, pharmacy (if Candidate participates in the pharmacy program) and other products purchased by Candidate through Provider Select group purchasing programs. Candidate understands that Provider Select will act as candidate’s primary group purchasing organization. If the pharmacy program is selected, Provider Select will be the exclusive group purchasing program used by Candidate for the products within that portfolio (subject to Premier’s group purchasing code of conduct contained in Exhibit A of Premier’s Group Purchasing Policy).
5. Provider Select hereby discloses to Candidate that, in consideration for administrative services, Provider Select or Premier Purchasing Partners, L.P. (“Purchasing Partners”), will be paid an administrative fee by contracted manufacturers and suppliers in an amount not to exceed three percent (3%) of the purchase price of aggregate purchases by Candidate except as set forth in the attached Administrative Fee Exception Schedule. The Schedule will be updated from time to time as necessary and such updates will be deemed to be incorporated in this Letter of Participation immediately upon transmission to Candidate. Provider Select will also disclose annually to Candidate the amount of any such fees earned by Provider Select or Purchasing Partners, by vendor, with respect to purchases made by or on behalf of Candidate.
6. Candidate acknowledges and agrees that any action by Candidate which is inconsistent with Provider Select’s program spirit of intent or participation requirements may result in the termination by Provider Select, at Provider Select’s sole discretion, of Candidate’s participation in any or all Provider Select group purchasing programs. By signing this Letter of Participation, Candidate acknowledges its intent to: (i) participate in Provider Select group purchasing programs and (ii) comply with the participation requirements described herein.
7. **This Letter of Participation may be canceled by either Provider Select or Candidate by giving at least thirty (30) days written notice of cancellation to the other.**
8. This Letter of Participation represents the entire agreement between Provider Select and Candidate regarding Provider Select participation requirements and supersedes any prior oral or written agreement concerning such subject matter.
9. Candidate represents that all products purchased under Provider Select and/or Purchasing Partners negotiated agreements are for its own operations, excluding operations which compete with retail trade, and are not for resale.

Direct Parent: Botsford General Hospital (MI2038) Relationship to Sponsor: Affiliated

10. During the term of this agreement, Candidate agrees to require individuals (employees, agents, designated representatives) made aware of confidential information to keep confidential and not disclose to any third parties other than Provider Select and Purchasing Partners or other employees of Candidate with a need to know (who have been made aware of this provision by the Candidate) any information designated as confidential by Provider Select or Purchasing Partners by either oral or written statement without Provider Select's and/or Purchasing Partners' prior written permission. Such confidential information may take many forms, but is likely to include Provider Select's and/or Purchasing Partners' plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, and contract catalogs (printed and electronic).
11. Candidate agrees during the term of this Letter of Participation not to use any Provider Select or Purchasing Partners agreements as leverage to negotiate individual or system agreements with Provider Select's or Purchasing Partners' contracted vendors or other competing vendors.
12. For Provider Select: *MD* Physician Office Candidates, McKesson is the sole distributor for products purchased through group agreements. Candidate further authorizes McKesson to release total purchase data (in the ANSI 867 X12 EDI Format) to Provider Select and Purchasing Partners on a monthly basis.
13. Candidate acknowledges that in order to access this program, McKesson may require the completion of its participation document.