

**EXHIBIT A-1**  
**PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

**Member Letter of Participation**

**DISTRIBUTOR IS A PREMIER VALUE PRICED DISTRIBUTOR\***

\*Distributor's Price of Service application and definition of Product cost conforms to Premier Value Priced distributor standard.

The undersigned Participating Member and Distributor agree that the terms of this Letter of Participation (LOP), in addition to the terms of the Group Purchasing Agreement between Alliant-HAS and Distributor effective January 1, 2014, as amended (the "Agreement") and, as applicable, the Group Purchasing Agreement between Premier Healthcare Alliance, L.P. ("Premier") and Distributor effective January 1, 2016, as amended (the "Premier Agreement"), shall apply to Products distributed to the undersigned and the undersigned's "Facilities" as defined in Section 1 below. Capitalized terms used herein that are not otherwise defined below shall have the meaning ascribed to them in the Agreement.

This LOP is comprised of this Participating Member Letter of Participation and the following Schedules 1 and 2 (if applicable) and is entered into by the undersigned Participating Member and Distributor as of the Effective Date set forth in Section 27 below:

- **LOP SCHEDULE 1 - LIST OF PARTICIPATING MEMBER FACILITIES**
- **LOP SCHEDULE 2 - PARTICIPATING MEMBER NEGOTIATED PRICE OF SERVICE AND SERVICE ENHANCEMENTS AND CHANGES, ADDITIONS OR DELETIONS TO LOP AT PARTICIPATING MEMBER DISCRETION**

**1.0) Term and Purchase Commitment.** Subject to Section 11 below, the term ("Term") of this LOP shall be from the Effective Date listed in Section 27 through the Termination Date specified in Section 27, not to exceed five (5) years in length. Participating Member hereby appoints Distributor as Participating Member's prime distributor for Products for all Facilities, and Distributor hereby agrees to provide distribution services for Products in accordance with the Agreement and the terms in this LOP. Throughout the Term, Participating Member shall purchase from Distributor at least ninety-five percent (95%) of the requirements of each Facility for all Products. "Facility" means each of Participating Member's owned, operated and controlled pharmacies on the Effective Date as listed on Schedule 1 attached hereto, together with any other pharmacy Participating Member acquires, controls or operates during the Term in the United States that is approved by Distributor for participation in this LOP, except that newly-acquired pharmacies with existing agreements with other distributors will not be required to participate in this LOP until the earlier of the expiration of such existing agreement or the date Participating Member may terminate such agreement, with or without cause, without breaching it or paying a material termination penalty.

With respect to the Facilities, Participating Member acknowledges, represents and agrees that Participating Member: (a) has entered into this LOP for itself and on behalf of each of Participating Member's subsidiaries and affiliates that owns, operates or controls, directly or indirectly, a Facility; (b) shall cause each such subsidiary and affiliate to satisfy each obligation imposed hereunder with respect to a Facility that is owned, operated or controlled by the subsidiary or affiliate and to refrain from taking any action in contravention of such obligations; (c) shall be liable for any breach of this LOP, including, without limitation, any breach by such a subsidiary or affiliate; and (d) has the authority to enter into this LOP for itself and each such subsidiary and affiliate and to execute this LOP on their behalf.

**2.0) Aggregation Pricing Option.** Participating Members which (i) operate multi-facility systems and have the ability to control the purchasing decisions of such facilities, or (ii) are group purchasing organizations ("GPOs") shall be entitled to aggregate the purchasing volume within their respective systems and group purchasing organizations in order to meet the desired volume tier. For example, the parent organization of a multi-hospital health system or IDN that has the ability to control the purchasing decisions of its member facilities or a GPO with members that are Participating Members shall have the right to aggregate the purchasing volume of its facilities in order to meet the desired volume tier. In this example, these parent organizations may be designated as "top parents" and/or "direct parents" on the Membership Roster. In addition, at the discretion of Distributor, Participating Members that have established networks of facilities for purposes of group purchasing may be entitled to aggregate the purchasing volume within their respective systems in order to meet the desired volume tier.

**3.0) Price of Service Application and Product Cost Terms.**

**3.1) Pricing.** The Price of Service for distribution of Products under this LOP is set forth in Schedule 2.

Distributor shall calculate Participating Member's invoice acquisition cost by multiplying the Product contract or non-contract cost by the applicable Price of Service. For example, an item with a Product contract or non-contract cost of ten dollars (\$10) and a Price of Service mark-down of five percent (-5.00%) shall be invoiced to the Participating Member as \$9.50, which is calculated as follows:  $\$10.00 - (\$10.00 \times .05) = \$9.50$ . Rounding calculation to the next full penny shall occur at one-tenth of a cent or more (\$0.001).

Contract Pricing for Products sold to Participating Members at a unit of measure not specified shall be calculated as a fraction or multiple, as the case may be, of the given unit of measure and price indicated. (For example, if a case of a Product is priced at one hundred dollars (\$100) on contract, and there are ten (10) items of that Product within the case, and there is no price for one of such Product listed, and the Participating Member wants to buy and Distributor

**EXHIBIT A-1**  
**PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

wants to sell one of such Product, then the contract cost of that one item would be \$10 (\$100/\$10) and subject to the Price of Service set forth in this LOP. Rounding calculation to the next full penny shall occur at one-tenth of a cent or more (\$0.001).

**3.1.1) Value Priced Distributor Pricing Requirements.** Distributor will comply with the obligations imposed on Distributor in the Premier Agreement, including, but not limited to, the obligations imposed to be designated as a “Value Priced” as provided in Sections 7.1.1 and 7.1.2 of the Premier Agreement. Participating Member may view the Premier Agreement’s definition of a “Value Priced” distributor describing how Distributor applies Price of Service and defines a Product’s cost by accessing Premier’s website at: <https://www.premierinc.com/costs/private/tools-services/targeted-communities/pharmacy/rxconnect/distribution/distribution.jsp>.

**3.1.2) Posting of Contract Cost and WAC.** Upon written request by Participating Member, Distributor shall list contract cost for contract Products and Published WAC for non-contract Products that are not Net priced before application of the Price of Service in its order fulfillment system display and on Participating Member invoices.

**3.1.3) Additional Distributor Requirements.** Distributor supports Participating Member’s clear understanding of its final invoice net acquisition cost after all applicable discounts of contract, non-contract and Distributor’s Net priced Products purchased and will consider Participating Member occasional requests for such pricing.

**3.1.4) Other Distributor Programs or Charges Requirements.** Participating Member’s Exhibit A-2 or this LOP, Schedule 2 shall contain a Price of Service matrix based on volume, payment terms, and delivery schedule only, and shall be exclusive of any Distributor generic proprietary pharmaceutical programs, automation, packaging, consulting services or dispensing software, medication assistance, 340B split billing software and/or hardware or services not specifically related to drug distribution unless specifically requested in advance by the Participating Member. Participating Member’s Schedule 2, if applicable, shall indicate whether Participating Member has specifically requested the addition of Distributor’s generic proprietary pharmaceutical program and/or to purchase automation, packaging, consulting services, dispensing software, medication assistance, 340B split billing software and/or hardware or any other products or services beyond the scope of the Agreement. If Participating Member has made such a request, Participating Member’s Schedule 2, Distributor’s separate agreement and/or separate program enrollment form shall reflect the financial and/or service impact such participation or purchase(s) has on Price of Service and/or other enhancements and any adjusted financial and/or service impact to the Price of Service and/or such other enhancements that would occur if such participation or purchase(s) were to terminate, with or without cause, during the term of this LOP.

Except as described in Section 7.1.1 of the Premier Agreement for drop shipments or as otherwise specified in this LOP or the Agreement, Participating Member will not be assessed any additional Distributor charges over standard Price of Service for Product refrigeration, handling and/or packaging charges without Distributor’s specific notice and Participating Member’s acknowledgement and acceptance within Schedule 2.

Furthermore, if additional delivery sites are added following the Effective Date, Distributor and Participating Member shall negotiate in good faith if added fees or charges are applicable to an additional site purchase.

**4.0) Intentionally Omitted.**

**5.0) Price of Service Initial Dollar Volume Tier.** Participating Member hereby designates the following average aggregate dollar volume and payment term starting tier as shown on Price of Service grid found within Schedule 2 of this LOP as the initial Price of Service. Participating Member shall complete Schedule 1 of this LOP for all sites to be serviced by Distributor.

Designate Reference to LOP, Schedule 2 Price of Service and Matrix Tier Level #	Total # of Delivery Sites (List each on Schedule 1)	Average Aggregate Monthly Dollar Net Volume*	Payment Term Selected (see LOP, Schedule 2 for definitions)
1	1	\$30,000	30 Day Invoice

*\*Average Aggregate Monthly net purchase volume shall represent total purchases billed through Distributor less returns, credits, rebates, late payment fees and similar items as determined on a rolling, average basis over the prior three (3) months.*

**6.0) Delivery, Ordering and Invoice Disputes.**

**6.1) Ordering and Delivery.** Distributor agrees that order submission cut-off times for next day regularly scheduled deliveries shall not be earlier than 4:00 p.m. Sunday through Thursday and 1:00 p.m. on Friday, for Saturday delivery (if available), in each case in the applicable time zone in which the servicing distribution center is located. Exceptions to order cut-off time noted above must be mutually agreed to by Participating Member and Distributor. Deliveries times shall be by mutual agreement between Participating Member and Distributor and may be declared on Schedule 2 prior to acceptance. Distributor will make commercially reasonable efforts to provide delivery to acute care Facilities within two (2) hours of the mutually agreed delivery time. Unless otherwise agreed, deliveries will be once a day, five days a week (Monday – Friday), except holidays and physical warehouse inventory days. Distributor shall provide at least sixty (60) day advance notice of distribution center closure for holiday and physical inventory days to Participating Members.

**EXHIBIT A-1**  
**PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

Notwithstanding the foregoing, as provided on Schedule 2 of this LOP or subject to negotiation by both parties and specified in this LOP, in certain circumstances, Participating Member may elect to receive additional or fewer regularly-scheduled weekly deliveries, resulting in an increase or decrease in the Price of Service as noted in Schedule 2. All goods are F.O.B Participating Member's location, with freight prepaid by Distributor and Product title and risk of loss transfer to Participating Member upon delivery. Expedited delivery as requested by Participating Member may be subject to an added charge dependent upon circumstances. If Participating Member experiences a temporary out of stock for a life-saving and critical care Product, upon request, Product will be shipped from an alternate distribution center location at no charge and such delivery shall not reduce the number of free emergency deliveries provided to Participating Member as specified in Section 10.

Distributor shall have no minimum purchase order requirements and shall not assess a minimum order charge for Product shipped by Distributor to a Facility if Participating Member is in compliance with this LOP and the Agreement. For Products required by Participating Member, including controlled substances, Participating Member (and all Facilities) shall submit an electronic order (CSOS for C-IIs). If Distributor elects to accept non-electronic orders, non-electronic orders for Products may be subject to additional reasonable surcharges and may result in delivery delays that shall not be deemed the fault of Distributor. For the first ninety (90) days following the Effective Date, the parties will coordinate to ensure C-II controlled substance electronic ordering systems (CSOS) interface correctly and Distributor shall not impose any surcharge or penalty on Participating Member for a failure to use CSOS during this grace period on account of CSOS implementation. Following this grace period, unless failure to use CSOS for C-II ordering is due to Distributor ordering system outage or malfunction, **Distributor may adjust the applicable Price of Service on C-IIs not ordered by CSOS to an amount not to exceed Cost plus 2%, notwithstanding any contrary provision of this LOP.**

Upon request by a Participating Member, Distributor's servicing distribution center may elect, in its sole discretion, to accept a backorder for Products in the following instances: Supplier's inability to supply, allocation or shortage; Distributor's temporary out of stock; Distributor's non-stock awaiting reactivation and stocking; and/or a Supplier's new Product introduction prior to Distributor's receipt.

**6.2) Drop Shipments.** From time to time upon request of Participating Member or a Supplier, Distributor may provide drop shipment billing service as a convenience where Products are shipped directly to Participating Member by the Supplier and the Supplier bills Participating Member through Distributor. Suppliers must meet Distributor's liability insurance and other reasonable requirements as set forth in the Premier Agreement. The ability of Participating Member to return such Products through Distributor may be subject to different terms or otherwise restricted. Other terms, including title, insurance and risk of loss, are set by each Supplier and Distributor disclaims all liability in connection with drop shipments.

**6.3) Invoice Disputes.** Distributor shall strive for one hundred percent (100%) invoice accuracy. In the event the correct billing of Products received or not received and/or payment term of an invoice is disputed by Participating Member, Participating Member shall notify Distributor of the disputed portion promptly following receipt of the invoice. Distributor and Participating Member shall each use commercially reasonable efforts to resolve such dispute within ten (10) business days following notification. The foregoing does not impact a Participating Member's obligation to pay for Products without reduction, set-off, counterclaim or delay. Section 13.0 of this LOP addresses Participating Member's right to dispute billing statements and applicable time limitations regarding the same.

Failure of Distributor to act upon and document Distributor's efforts toward settlement of contract price discrepancies within forty-five (45) days from notification by Participating Member shall be considered a material breach of this LOP.

Distributor agrees that identification and/or discovery of a Product price error shall cause Distributor to issue credit (debit)/rebills for all purchases by Participating Member beginning with the initial error date through to the date of correction. Distributor's correction of such price errors shall not be subject to any dollar minimum by Product. Distributor shall promptly process any identified credits owed to Participating Member.

Adjustments for Product pricing discrepancies are handled by the Distributor through the issuance of a credit (debit)/rebill. Distributor may debit Participating Member within one hundred twenty (120) days following receipt of first Supplier chargeback denial. Participating Member shall have no obligation to pay Distributor for any debit credit and rebill not submitted to Participating Member within such one hundred twenty (120) day period.

Distributor and Participating Member shall attempt to resolve in good faith any disputes related to payment by Participating Member under Distributor's payment terms and Price of Service as set forth on Schedule 2 within forty-five (45) days of the date of notice to the Distributor.

Distributor shall not assess a processing and/or, handling fee to Participating Member for any issuance of credit/debit or rebill relating to the correction of a Product billing and/or loading of a contract price within Distributor's billing or order fulfillment system.

Distributor shall post any Distributor and/or third party unapplied credits due Participating Member within two (2) business days of receipt to Participating Member's account(s) payment cycle billing statement.

**6.4) Contract Hierarchy Set-Up – Option #1 (default hierarchy).** Distributor shall load contracts to Participating Member's Distributor account profile and cause the contracted Products to be billed to the applicable contract as ranked below for Participating Member. Option #1 shall prevail as the default hierarchy if the Participating Member fails to indicate a preference between contract hierarchy Option #1 and lowest/best price hierarchy Option #2 as provided below.

**EXHIBIT A-1**  
**PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

- a) Individual designated and signed (committed) Supplier contracts including Premier (committed) Auto-Sub generics program
- b) As applicable, DSH signed (committed) Premier contract
- c) Premier base contract
- d) All other Products selected at lowest/best price (best final net invoice acquisition cost to Participating Member after any applicable Price of Service)

**Distributor's Lowest/Best Price Hierarchy – Option #2.** Notwithstanding the foregoing, by initialing in the space provided below in this Section 6.4, Participating Member has requested and elects to use “lowest/best price hierarchy” (as defined in the following paragraph) as the Participating Member's desired default hierarchy in lieu of the above contract hierarchy, Option #1.

Distributor's “lowest/best price hierarchy” or Option #2 is defined as Distributor's lowest price/best price protocol setting forth the lowest/best price of a Product by National Drug Code (NDC) and/or Universal Product Code (UPC). Distributor's lowest/best price hierarchy, Option #2, shall not apply to Participating Member unless both of the following conditions are satisfied: (i) Participating Member has specifically requested in writing the change in contract hierarchy and application of Distributor's lowest price/best price protocol setting (Option #2) by initialing this LOP in the space provided at the end of the next paragraph and (ii) Distributor selects and provides Product billing at the lowest and best final net invoice acquisition cost to Participating Member after any applicable Price of Service. If both of these conditions are not met, Premier's default contract hierarchy, Option #1, as specified above in this Section 6.4 shall apply. Under no circumstances shall Distributor's lowest price/best price protocol override Participating Member's existing commitment to Premier's Auto-Sub Program.

**By initialing in the adjacent space, Participating Member requests and elects to replace Premier's “contract hierarchy” (Option #1) as the default hierarchy and designate the use of “lowest price/best price hierarchy” (Option #2) as Participating Member's desired default hierarchy: \_\_\_\_\_.**

PHS 340B or 340B prime vendor sub-ceiling contracts are considered separate from above and exist under Distributor's separate account for Participating Member.

Distributor shall cause order fulfillment system to display contract items by visual ranking, acronym and/or color coding in its ordering system. Distributor shall not redirect Participating Member to other available contracts except at the written request of Participating Member.

**7.0) Fill Rates.** Distributor shall provide an “adjusted fill rate” (calculation is defined below) of ninety-eight percent (98%) for pharmaceutical Product distribution. In the event Distributor fails to maintain the required adjusted fill rate at all facilities of Participating Member purchasing Products hereunder, as measured on a monthly basis, Distributor shall credit each facility for which the fill rate fell below such level an amount equal to the graduated fill rate penalty listed below applied to each such facility's aggregate net purchases below that fill rate for that one month period of reduced service as Participating Member's (and the facility's) sole remedy for failure to meet the adjusted fill rate requirement.

**Adjusted Fill Rate – Graduated Penalty**

98-100%	0.00% penalty
97-97.9%	0.10% penalty
96-96.9%	0.15% penalty
95-95.9%	0.25% penalty
94-94.9%	1.00% penalty
Less than 94%	1.50% penalty

Calculation of adjusted fill rate is defined as (i) the quantity of Products shipped to arrive with the next regularly scheduled delivery following order receipt by the primary distribution center plus the quantity of Products not shipped and documented as (a) manufacturer backorders, shortages, and discontinuations, (b) partial ships (fifty percent [50%] or more), (c) repeat orders within seventy-two (72) hours and situations in which Distributor service level is impacted by usage that exceeds a Participating Member's estimated weekly purchases by more than one hundred fifteen percent (115%) during a week, (d) other inaccurate usage information received from a Participating Member, and (e) Force Majeure events, divided by (ii) the quantity of Products ordered expressed as a percent.

Distributor shall provide Participating Members an electronic means of requesting and receiving a report summary at no charge displaying manufacturer unable to supply/backorder (“MUS”) Products on an ad hoc basis using Distributor's order fulfillment and/or customer reporting system. Additionally, Distributor will provide monthly computerized reports to Participating Member of Distributor's actual adjusted fill rate, using the above calculation.

**8.0) New Significant Product Awards.** Distributor shall make new significant Product as designated by Premier available for sale to Participating Member within two (2) business days following Distributor's receipt of Supplier's Product at the distribution center servicing Participating Member, on and subject to the terms of the Agreement.

**EXHIBIT A-1**  
**PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

**9.0) Intentionally Omitted.**

**10.0) Emergency Order Provisions.** Distributor shall provide two (2) free emergency deliveries per month to Participating Member acute care ordering site(s). Product(s) qualifying for emergency deliveries shall be limited to life-saving and critical care Products. Freight and handling charges will not be applicable to free emergency deliveries. Distributor shall use commercially reasonable efforts to make emergency deliveries within four (4) hours following receipt of the applicable order.

**11.0) Termination.**

(a) Termination Without Cause. Participating Member or Distributor has the right to terminate this LOP without cause or penalty by providing no less than 90 days' prior written notice to the other.

(b) Termination for Breach. Participating Member and/or Distributor may terminate this LOP for breach as follows: (i) Distributor or Participating Member may immediately terminate this LOP for cause upon the other party's failure to pay any amount due and such failure continues fifteen days after written notice, and such termination shall not preclude the non-breaching party from pursuing any and all remedies available to it at law or in equity; (ii) In the event of breach of any other material provision of this LOP, the non-breaching party shall notify the breaching party in writing of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within thirty (30) days of such notice, the non-breaching party may immediately terminate this LOP on written notice to the breaching party, and such termination shall not preclude the non-breaching party from pursuing any and all remedies available to it at law or in equity; (iii) Distributor or Participating Member may immediately terminate this LOP for cause upon written notice to the other upon the other party's (A) filing an application for or consenting to appointment of a trustee, receiver or custodian of its assets, (B) having an order for relief entered in Bankruptcy Code proceedings, (C) making a general assignment for the benefit of creditors, (D) having a trustee, receiver or custodian of its assets appointed unless proceedings and the person appointed are dismissed within thirty (30) days, (E) insolvency within the meaning of Uniform Commercial Code Section 1-201 or failing generally to pay its debts as they become due within the meaning of Bankruptcy Section 303(h)(1) (11 U.S.C. §303(h)(1)), as amended, or (F) certification in writing of its inability to pay its debts as they become due (and either party may periodically require the other to certify its ability to pay its debts as they become due) (collectively, "Bankruptcy"); and (iv) Distributor may immediately terminate this LOP upon the sale or transfer of the business of Participating Member, in whole or in part, or a "Change in Control" in Participating Member. As used herein, "Change in Control" means, if applicable, sale or other transfer of 25% or more of (A) Participating Member's assets, or (B) the voting equity or other voting interest in Participating Member.

(c) Impact of Termination. Within fifteen (15) days of expiration or earlier termination of this LOP for any reason, all amounts owed by Participating Member to Distributor or by Distributor to Participating Member will be immediately due and payable. Additionally, within this fifteen (15) day period, Participating Member will return to Distributor all hardware, Software (defined below) and other equipment, including ordering devices and totes, or pay to Distributor the replacement cost of any such items not returned. Obligations in Sections 13, 14, 15, 16, 19, 20, 21 and 26 and any provision the context of which shows the parties intended it to survive will remain in effect after the Term.

(d) Termination of Agreement; Changes in Group Purchasing Organizations. This LOP shall survive expiration or termination of the Agreement for any reason, on and subject to the following provisions of this Section 11(d). If the Agreement expires or is terminated prior to the end of the Term and is replaced immediately by a successor pharmacy distribution services agreement between Premier and Distributor ("Successor Agreement"), this LOP shall continue to apply in all respects to Participating Member and Distributor through the Termination Date and, in the event of any conflict between the terms of the Successor Agreement and this LOP, the terms of this LOP shall control to the extent necessary to resolve the conflict. If (i) the Agreement expires or is terminated prior to the end of the Term and is not replaced by a Successor Agreement, (ii) Participating Member switches GPOs, or (iii) Participating Member is removed from the Membership Roster, Participating Member shall enter into Distributor's standard prime vendor agreement (or other like agreement with Distributor required by the new GPO, if applicable), on terms substantially similar to those set forth herein, appropriately modified under the circumstances, with a term of no less than the remainder of the Term on the date of, as applicable, such expiration or termination, the GPO switch or such Membership Roster removal.

**12.0) Ownership Changes.** Participating Member will promptly notify Distributor, Alliant-HAS and Premier of any changes in ownership, name, business form or state of incorporation or intent to sell, close, modify or move its operation. Similarly, DEA certification changes are to be communicated prior to changes in ownership or operating location.

**13.0) Payment Terms; Late Payment; Credit.** All payments must be received for deposit to Distributor's account by the due date under the payment terms selected by Participating Member (as set forth on Exhibit A-2 or Schedule 2 of this LOP). If payment is not made by ACH/EFT (automated clearing house/electronic funds transfer), with Distributor initiating the draw, Participating Member's Price of Service shall be increased by five basis points (0.05%). Distributor's obligation to extend credit to Participating Member is contingent upon Participating Member's initial and continued qualification under Distributor's credit policy. Price of Service reflects a prompt payment discount. If payment is not received by the due date, Distributor will invoice Participating Member such unearned discount by recalculating and increasing Price of Service by two percent (2%) effective as of the due date. Thereafter, Distributor will assess a service charge at the rate of 0.05% per day or the maximum amount allowed by applicable law, whichever is less, on all past due invoices beginning on the day following the invoice due date until paid in full. In addition, in the event Participating Member fails to make payment in accordance with the terms of this LOP, Distributor reserves the right, upon ten (10) days' prior notice, to change the applicable price of service, or sell to Participating Member on a cash on delivery, cash in advance or other secured arrangement. Participating Member's

**EXHIBIT A-1**  
**PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

obligation to pay for Products will be absolute, unconditional and not subject to reduction, set-off, counterclaim or delay. Participating Member will promptly notify Distributor in writing of any claim that, with an unfavorable result, would have a material adverse effect on Participating Member's financial condition or operation. Upon request, Participating Member will furnish Distributor financial statements and other evidence of its financial condition necessary to establish, in Distributor's opinion, Participating Member's ability to perform its obligations. If Distributor reasonably believes Participating Member's ability to make payments is impaired or its financial condition has materially deteriorated, Distributor may from time to time amend Participating Member's payment terms with advance notice and require past due amounts to be paid and/or require posting of adequate security or such other documents as Distributor may require. Pending receipt of requested items, Distributor may withhold delivery of Products and providing Services; place Participating Member on a cash on delivery basis if Distributor has not received payment when due after giving notice by 10:00 a.m. and giving Participating Member until 2:00 p.m. the same day for Distributor to receive payment; and/or require Participating Member to pay part or all of any past due amount as a condition to continued service. Participating Member will promptly reimburse Distributor for any unpaid chargebacks that are invoiced to Participating Member within one hundred twenty days (120) days of first Supplier chargeback denial and Distributor shall use commercially reasonable efforts to assist Participating Member in addressing such denial. Billing disputes must be brought to the attention of Distributor's accounts receivable department within twelve (12) months after receipt of the first statement containing the amount in dispute or, otherwise, Participating Member will be deemed to accept the accuracy of such statement and waive its right to dispute the amount.

**14.0) Records; Audit of Costs.** Distributor will maintain records of transactions for one (1) year during the Term or after. Employees or agents of Participating Member may audit such records only pursuant to Distributor's audit policies, as amended from time to time. A copy of Distributor's current audit policy is attached to this LOP as Exhibit I. Such audits may be conducted only during ordinary business hours and upon reasonable notice and may cover only twelve (12) months prior to the request or any shorter period as may be set by a Supplier for chargeback audits. No audit may cover any period previously audited. If an audit shows net overcharges or undercharges and Distributor agrees with such findings, Distributor will credit or charge Participating Member within thirty (30) days of receipt of written notice of the net overcharge (or, if later, within thirty [30] days of receiving an applicable supplier's credit) or undercharge.

**15.0) Confidentiality.** Each of Distributor and Participating Member and their respective employees or representatives ("Receiving Party") will protect all proprietary and confidential information ("Confidential Information") disclosed by the other ("Disclosing Party") and not use or disclose it except in connection with the implementation of this LOP and the Agreement or as otherwise agreed. Confidential Information does not include information (a) available on a non-confidential basis, (b) known or able to be formulated by Receiving Party, or (c) required to be disclosed by law. Pricing and payment terms are confidential and may not be shared with any third party (other than Premier and Participating Member's attorneys, accountants and other third-party professionals (collectively, "Participating Member Consultants") who are bound by confidentiality obligations at least as stringent as provided herein). Participating Member will remove Schedule 2, LOP (or request confidential treatment) if it discloses this LOP to other third parties for any reason, including in a Securities and Exchange Commission filing. Notwithstanding the foregoing, Participating Member shall have the right to disclose Confidential Information to a Participating Member Consultants as necessary to provide support services to Participating Member in connection with this LOP provided any such Participating Member Consultant agrees to the same level of confidentiality as described herein.

Participating Member acknowledges and approves the Distributor's release of an electronic copy of this executed LOP, including Schedules 1 and 2 and any amendments thereto, to Premier within thirty (30) days following execution. Any LOP delivered to Premier shall remain Confidential Information as set forth above.

**16.0) Participating Member Obligation to Report; GPO Designation and Own Use Certification.**

(a) Reporting. Participating Member will comply with all laws, including reporting or reflecting discounts, rebates and other price reductions pursuant to 42 U.S.C. §1320a-7b(b)(3)(A) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

(b) GPO Designation and Own Use Certification. Participating Member, for itself and on behalf of each Facility: (i) designates Premier as its primary and Alliant-HAS as its secondary GPO, (ii) agrees that Participating Member and each of such Facilities are purchasing Products from Distributor for their "own use" as defined in controlling legal interpretations, (iii) agrees to be bound by the terms of the Agreement, and (iv) acknowledges that the pricing and other terms set forth herein and in Schedule 2 of this LOP, if applicable, are contingent on the foregoing designation and agreements.

**17.0) Fuel Surcharge.** If accepted by Participating Member at the end of this LOP, Distributor may assess a fuel surcharge on a per stop basis for each delivery made to each Facility (the "Fuel Surcharge") as set forth in this Section 17. **If Participating Member does not accept the Fuel Surcharge at the end of this LOP, Distributor may not assess any fuel surcharge on Participating Member but reserves the right to increase the Price of Service in Schedule 2 of this LOP by an amount not to exceed ten (10) basis points.** Each month during the Term, the "Average Retail Price per Gallon – Regular Grade" shall be ascertained based on the amount thereof published by the U.S. Department of Energy ("DOE") at: [http://www.cia.doc.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mogas\\_home\\_page.html](http://www.cia.doc.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html). If the Average Retail Price Per Gallon – Regular Grade as published by the DOE exceeds five dollars (\$5.00) during any month during the Term and Participating Member has accepted the Fuel Surcharge at the end of this LOP, Participating Member shall be assessed a "per stop" fuel surcharge as set forth in the table below. For purposes of this Section 17, the term "per stop" means all deliveries to a building bearing the same physical mailing address. Any fuel surcharge assessed on Participating

**EXHIBIT A-1**  
**PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

Member shall be included on the Participating Member's invoice in the month immediately following the month for which the fuel surcharge was assessed.

Average Retail Price Per Gallon - Regular Grade	Fuel Surcharge Per Stop
\$5.01 - \$5.25	\$1.50
\$5.26 - \$5.50	\$2.00
\$5.51 - \$5.75	\$2.50
\$5.76 - \$6.00	\$3.00
\$6.01 - \$6.25	\$3.50
\$6.26 - \$6.50	\$4.00
\$6.51 - \$6.75	\$4.50
\$6.76 - \$7.00	\$5.00

In the event that the Average Retail Price per Gallon – Regular Grade exceeds seven dollars (\$7.00) and Participating Member has accepted the Fuel Surcharge at the end of this LOP, Distributor and Participating Member shall negotiate in good faith to reach agreement on additional increments to the above schedule.

**18.0) Returns; Recalls.**

- a. **Returns.** Returns of Product by Participating Member shall be in accordance with the Distributor's Returned Goods Policy, as amended from time to time by Distributor. A copy of Distributor's current Returned Goods Policy is attached to this LOP as Exhibit H.
- b. **Recalls.** Distributor will notify Participating Member promptly of all recalls as instructed in the supplier notification.

**19.0) No Warranties.** Participating Member acknowledges that Distributor is not the manufacturer of any Products and DISTRIBUTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, FOR PRODUCTS AND SERVICES. No oral or written information provided by Distributor, its employees or other representatives will create any such warranty. In no event will Distributor be liable for any special, incidental or consequential damages in connection with or related to Products, hardware, software, including ordering software, or Services.

**20.0) Mutual Indemnification.** Each of Distributor and Participating Member will indemnify and defend the other, its employees and representatives against all claims and damages (including expenses and attorneys' fees) ("Claim") to the extent arising out of the indemnifying party's obligations under this LOP. Failure to give prompt written notice of a Claim will not relieve the indemnifying party of liability except to the extent caused by such failure. An indemnifying party will defend a Claim with counsel reasonably satisfactory to the indemnified party and the indemnified party will cooperate fully in such defense.

**21.0) Participating Member Insurance Obligations.** Participating Member will maintain sufficient insurance to cover all unpaid inventory in its possession or the possession of any Facility, naming Distributor on such policies as loss payee, and will maintain professional liability insurance with limits of no less than two million dollars (\$2,000,000) per incident and ten million dollars (\$10,000,000) aggregate.

**22.0) Software and Hardware.** Distributor agrees to provide Participating Member with the following ordering hardware and software at each Facility DEA location for no additional charge (a) Custom Reporting software, (b) Internet ordering software (Catalog and Order Entry (COE), ECHO or Passport, as appropriate), and (c) UltraPhase/Telxon handheld electronic order entry terminal (one per pharmacy). Terms and conditions of use of such software and hardware are provided below:

(a) Distributor grants Participating Member a non-exclusive, nontransferable and revocable license to use such software and related documentation ("Software") for use in the distribution program contemplated by this LOP. Participating Member shall (i) be prohibited from making, or allowing others to make, copies of Software except one backup copy, (ii) include all proprietary notices in permitted copies, and (iii) not modify Software or create derivative works and not translate, reverse engineer, disassemble or decompile Software.

(b) Distributor warrants that, for 90 days from the Effective Date (i) Software will perform substantially in accordance with its documentation if operated as directed and (ii) hardware provided by Distributor and media on which Software is provided will be free from defects under normal use. DISTRIBUTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, FOR HARDWARE AND SOFTWARE, AND ACCURACY OF ANY DATA. ALL DATA IS PROVIDED "AS IS." DUE TO THE NATURE OF SOFTWARE, HARDWARE AND DATA, ERRORS AND INTERRUPTIONS MAY OCCUR AND PARTICIPATING MEMBER HAS ALL RISKS FOR QUALITY AND PERFORMANCE. No oral or written information provided by Distributor, its employees or other representatives will create any warranty.



**EXHIBIT A-1**  
**PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

(c) Distributor's liability and the exclusive remedy of Participating Member for breach of warranties set for in Section 22(b) will be, at Distributor's option, to (i) repair or replace Software or hardware so it performs substantially in accordance with its documentation; (ii) advise Participating Member how to achieve substantially the same functionality using different procedures, or (iii) replace defective media returned within 90 days of the Effective Date. Such replacement will not extend such ninety (90) day period.

**23.0) Security Interest.** In addition to any security interest provided previously or later by Participating Member or by an affiliate or subsidiary of Participating Member to Distributor, Participating Member agrees to secure all of Participating Member's existing and future liabilities to Distributor, and for itself and on behalf of each subsidiary and affiliate of Participating Member that owns, operates or controls, directly or indirectly, a Facility, Participating Member now grants, and to the extent required agrees to cause each such subsidiary or affiliate to grant, to Distributor a lien and security interest, which may be a purchase money security interest, in all of Participating Member's and, if applicable, such subsidiary's or affiliate's Inventory, related Accounts and Proceeds and products thereto and thereof, now owned or hereafter acquired or arising. All capitalized terms used in this Section 23 and not defined have the meaning set forth in the Uniform Commercial Code as in effect in any jurisdiction in which any of the Collateral may at the time be located. Distributor may do such things as are necessary to achieve the purposes of this Section 23.

**24.0) Assignment.** This LOP inures to the benefit of and is binding upon the heirs, successors and assigns of each party; provided, however that Participating Member may only assign its rights or delegate its duties under this LOP, including by merger, change of control, asset sale, operation of law or otherwise, with Distributor's written consent. Participating Member consents to Distributor assigning part or all of its obligations to any affiliate and to assigning or granting a security interest in this LOP in connection with any financing or securitization by Distributor or any affiliate.

**25.0) Force Majeure.** Excluding payment obligations set forth in this LOP, the obligation of either party to perform under this LOP will be excused during each period in which such performance is prevented or delayed by any cause beyond its control, including labor disputes, fire, terrorism, acts of God or compliance with or accommodation of government orders ("Force Majeure"). With respect to Distributor specifically, subject to compliance with the following sentence, Distributor may reduce or eliminate Products without liability or obligation during a Force Majeure period. In the event that either party's performance under this LOP is excused due to the occurrence of a Force Majeure event, such party shall: (a) immediately notify the other party in writing of such Force Majeure event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this LOP as soon as possible.

**26.0) Miscellaneous.** Notices must be in writing and sent certified mail, prepaid, return receipt requested, or sent by facsimile to the address or facsimile number set forth below at the foot of this LOP. Distributor or Participating Member may change this information by written notice to the other party. The successful party in any legal action, including in a Bankruptcy proceeding, may recover all costs, including reasonable attorneys' fees. The law of the state in which Participating Member is headquartered will govern this LOP without reference to conflict of laws provisions. Any waiver or delay in enforcing this LOP will not deprive a party of the right to act at another time or due to another breach. All provisions are severable. This LOP supersedes prior oral or written agreements by the parties that relate to its subject matter, other than the Agreement and the security interest, which is in addition to and not in lieu of any security interest created in other agreements. Captions are intended for convenience of reference only. Distributor and Participating Member may not modify this LOP other than by a written amendment signed by both. This LOP will be interpreted as if written jointly by the parties. The parties are independent contractors. This LOP may be executed in any number of counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same agreement.

**27.0) Effective Date and Termination Date of LOP.** Subject to Section 11 above, the parties agree that the initial term of this LOP shall be effective on \_\_\_\_\_, 2024 ("Effective Date") and shall terminate on \_\_\_\_\_, 2029 ("Termination Date") and, thereafter, the LOP will be automatically extended for up to two (2) one-year renewal periods (each, a "Renewal Period") to be co-terminous with the term of the Agreement in the event that the Agreement is extended for one or more renewal periods, as applicable, in accordance with the terms therein.

**Participating Member Acknowledgement of Acceptance or Refusal of Fuel Surcharge:**

If Participating Member accepts the fuel surcharge as set forth in Section 17 of this LOP upon the Effective Date of this LOP, Participating Member shall evidence this acceptance by initialing this LOP in the space indicated below. If Participating Member does not accept the fuel surcharge as set forth in Section 17 upon the Effective Date by initialing this LOP in the space indicated below, Distributor reserves the right to increase the Price of Service in Schedule 2 of this LOP by (0.10%) (an amount not to exceed ten (10) basis points). By initialing in the adjacent space, Participating Member accepts the fuel surcharge as set forth in Section 17 of this LOP: \_\_\_\_\_ (Participating Member's initials).



**EXHIBIT A-1  
PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

The undersigned Participating Member(s) hereby acknowledges and confirms the above designations.

<b>Participating Member</b>	<b>Mangum Authority Regional Medical Center</b>	<b>City d/b/a</b>	<b>Hospital Mangum</b>	<b>Distributor</b>	<b>AmerisourceBergen Drug Corporation</b>
<b>Print Name of Person Signing</b>	_____			<b>Print Name of Person Signing</b>	_____
<b>Authorized Signature</b>	_____			<b>Authorized Signature</b>	_____
<b>Title of Person Signing</b>	_____			<b>Title of Person Signing</b>	_____
<b>Date Signed</b>	_____			<b>Date Signed</b>	_____
<b>Entity Code</b>	_____				
<b>Print Name of Participating Member(s)</b>	_____				
<b>Address</b>	_____				
<b>City and State</b>	_____				

Upon completion, please submit this form and completed Schedule 1 and 2 to Distributor, Premier and Alliant-HAS.  
**Distributor Information – Fax:** \_\_\_\_\_ **Premier, Inc. – Fax: 704.733.4895** **Alliant-HAS – Fax: 502.992.3515**

**EXHIBIT A-1  
PARTICIPATING MEMBER LETTER OF PARTICIPATION**

**DISTRIBUTOR:** AmerisourceBergen Drug Corporation  
**CATEGORY:** Pharmacy Distribution – U.S.

IN WITNESS WHEREOF, by their signatures below, Participating Member and Distributor agree to the requirements set forth in this Schedule 2 as of the Effective Date of the LOP.

<b>Participating Member</b>	<b>Mangum Authority Regional Medical Center</b>	<b>City d/b/a</b>	<b>Hospital Mangum</b>	<b>Distributor</b>	<b>AmerisourceBergen Drug Corporation</b>
<b>Print Name of Person Signing</b>	_____				<b>Print Name of Person Signing</b>
<b>Authorized Signature</b>	_____				<b>Authorized Signature</b>
<b>Title of Person Signing</b>	_____				<b>Title of Person Signing</b>
<b>Date Signed</b>	_____				<b>Date Signed</b>