

# Guidelines for ViP Members

To become a VIP member, please complete the following forms:

## New Customers

1. Customer Enrollment Form
2. Healthcare Member Participation Agreement
3. Non-Acute Distribution Agreement Form
4. LOP – Phys/Clinics
5. Novation Pharm Program Participation Agreement / Ship Tos

## Existing Customers

1. Non-Acute Distribution Agreement Form
2. LOP – Phys/ Clinics
3. Novation Pharm Program Participation Agreement / Ship Tos

Fax forms to 904-380-6616 or Email forms to [CHCMovement@pssd.com](mailto:CHCMovement@pssd.com)

## Reminders

1. Don't forget to make sure all information is complete & sign where requested
2. On the LOP: Select **Tier 2** for BD safety & **Tier3** for BD standard
3. If ALL tiers are selected on the LOP, the enrollment process will be delayed

## Need Help?

Erin McLees, **PSS CHC Development, Product Manager**

O: 1.904.332.3168 or 1.866.371.2502

C: 904-240-5660 [emclees@pssd.com](mailto:emclees@pssd.com)

Shonta' Hudson, **PSS CHC Development, Sales Specialist**

O: 1.904.332.4928 or 1.866.371.2502

C: 904-208-8345 [shudson@pssd.com](mailto:shudson@pssd.com)

**Please FAX or SCAN all completed enrollment forms to: 904.380.6616  
and/or [CHCMovement@pssd.com](mailto:CHCMovement@pssd.com)**



**CUSTOMER ENROLLMENT FORM**

**CUSTOMER INFORMATION:**

CUSTOMER NAME \_\_\_\_\_ CHANNEL PARTNER NAME \_\_\_\_\_

CUSTOMER ADDRESS (PO Box Address Not Valid) \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CUSTOMER TELEPHONE NUMBER \_\_\_\_\_ CUSTOMER FAX NUMBER \_\_\_\_\_ FEDERAL TAX ID NUMBER \_\_\_\_\_

AHA ID NUMBER \*+ \_\_\_\_\_ ADJUSTED PATIENT DAYS \*+ \_\_\_\_\_ LICENSED BED COUNT \*+ \_\_\_\_\_ OPERATING BED COUNT \*+ \_\_\_\_\_

\* Per American Hospital Association (AHA) Guide  
 + Please provide information if membership class of trade equals "Acute"

**CUSTOMER ELIGIBILITY:** The Customer identified above will be eligible to participate in PROVISTA Contracts and Programs (where no commitment document is required) within 45 days after announcement to the appropriate Supply Partner(s). Some Supply Partners require completion of specific commitment or participation forms prior to contract access. Upon receipt of these completed commitment forms, the customer identified above will be eligible to participate in that specific agreement within 45 days after notification to the Supply Partner. All completed AD and commitment forms will be posted on PROVISTA Forms Manager within 24 business hours.

**CUSTOMER TYPE:** (Please select one Customer Type)

**STAND ALONE:** An independent facility with no affiliates or satellites

**SYSTEM:** A facility that owns, leases, and/or manages affiliates/satellites

**SATELLITE:** A facility owned, leased, or managed by another PROVISTA Customer. Enter System Name or MID#: \_\_\_\_\_

**CUSTOMER CLASS OF TRADE and PRIMARY DESCRIPTION:**

HEALTHCARE	
<input type="checkbox"/> <b>Acute Care</b>	<input type="checkbox"/> Acute Medical School <input type="checkbox"/> Cardiac Hospital <input type="checkbox"/> General Medical & Surgical <input type="checkbox"/> Long Term Care Acute Hospital <input type="checkbox"/> Psychiatric Hospital <input type="checkbox"/> Rehabilitation Hospital <input type="checkbox"/> Surgical Hospital
<input type="checkbox"/> <b>Ambulatory Care</b>	<input type="checkbox"/> Ambulatory Surgery Center <input type="checkbox"/> Dialysis <input type="checkbox"/> Imaging Center <input type="checkbox"/> Urgent Care Center
<input type="checkbox"/> <b>Clinic/Phys. Practice</b>	<input type="checkbox"/> Ambulance Service/EMT <input type="checkbox"/> Clinic/Medical Group <input type="checkbox"/> Laboratory <input type="checkbox"/> Student Health Clinic <input type="checkbox"/> Other: _____
<input type="checkbox"/> <b>HMO – Closed</b>	<input type="checkbox"/> Group Model HMO <input type="checkbox"/> Managed Care Plan
<input type="checkbox"/> <b>Home Health</b>	<input type="checkbox"/> Durable Medical Equipment <input type="checkbox"/> Home Health Services <input type="checkbox"/> Home Infusion Center <input type="checkbox"/> Hospice <input type="checkbox"/> Specialty Pharmacy
<input type="checkbox"/> <b>Long Term Care</b>	<input type="checkbox"/> Assisted Living <input type="checkbox"/> Long Term Care <input type="checkbox"/> Rehabilitation
<input type="checkbox"/> <b>Retail Pharmacy</b>	<input type="checkbox"/> Pharmacy

EDUCATION	
<input type="checkbox"/> <b>University, College or School</b>	<input type="checkbox"/> College or University <input type="checkbox"/> Community College <input type="checkbox"/> K-12 <input type="checkbox"/> Early Learning

CORPORATE/MUNICIPALITIES	
<input type="checkbox"/> <b>Corporate and Municipalities</b>	<input type="checkbox"/> Corporations and Businesses <input type="checkbox"/> Correctional Facilities <input type="checkbox"/> Faith Based Organization <input type="checkbox"/> State & Local Government

**PRIMARY CUSTOMER CONTACT INFORMATION:** (Required to process enrollment)

CONTACT NAME (PRINT) \_\_\_\_\_ CONTACT TITLE \_\_\_\_\_ CONTACT E-MAIL ADDRESS \_\_\_\_\_ PHONE# \_\_\_\_\_

PROVISTA Sales Rep Initials: \_\_\_\_\_

Please fax to ViP Member Services: 703-995-0817



Provista, LLC  
HEALTHCARE MEMBER PARTICIPATION AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between Provista, LLC™ ("Provista"), a Delaware limited liability company, and \_\_\_\_\_ **and any facilities listed on Exhibit A attached hereto, for which it is acting as an agent on their behalf ("Member").**

Provista is a Supply Chain Improvement Company ("GPO") which among other things negotiates vendor and distribution agreements on behalf of organizations. Member is an organization which promotes or utilizes vendor and distribution agreements negotiated by a GPO. Therefore, in consideration of the foregoing statements, Provista and Member agree as follows:

- A. Member hereby authorizes Provista, and its agents, to act as a group purchasing organization on its behalf and to advise the vendors and/or distributors ("Suppliers") that it should be listed as a participating member in the Provista contracts, all contingent upon proper and timely completion of any necessary enrollment forms or declaration documents.
- B. **Term and Termination.** This Agreement is for a three-year term commencing on the date set forth above, and will automatically renew from year to year unless either party gives prior notice of termination. Additionally, this Agreement may be terminated by either party at will and without cause at any time upon sixty (60) days prior written notice to the other. The effective date of program eligibility will be established for each program.
- C. Member agrees that Provista is authorized (but not obligated) as Member's purchasing agent to enter into any agreement with Suppliers in order to make products, intangible rights or services available to the Member. Any such agreement may set forth some or all of the terms and conditions pursuant to which the Member may purchase such products, rights or services from the Supplier. **Nothing in any such agreement shall, in any way, obligate the Member to purchase, license or lease any products, services or intangible rights hereunder.** In each case, where the Member takes advantage of any such agreement, the Member agrees to comply with the terms and conditions of such agreements. Additionally, Member represents and warrants that all products purchased through Provista agreements will be for the Member's "own use", and that Member will comply with all applicable laws; any breach of the foregoing representation and warranty may result in immediate termination of this Agreement. Member recognizes that before it may purchase through such agreements, Provista may need to ensure that its Suppliers are willing to do business with the Member.
- D. Member agrees that Provista may receive fees from Suppliers in connection with products, rights or services which are purchased, licensed or leased by Member, including without limitation, remuneration for providing certain administrative and promotional services to Suppliers. Member further understands and agrees that, except as noted herein, each Supplier agreement provides for fees that are fixed at three percent or less of the purchase price of the products, rights or services covered by such agreement; and that with respect to agreements providing for fees that are not so fixed, Member or its agent will be given access to a secure, electronic web-based database that lists such fees (the "Fee Database").  
  
Member understands and agrees that the Fee Database is and shall be automatically incorporated into this Agreement by reference. If Member has any questions concerning the Fee Database, Member may contact Provista.  
  
Additionally, Member understands and agrees that Provista shall provide Member with an annual report listing (1) Member's purchases under each agreement and (2) fees received by Provista from Suppliers based on such purchases.
- E. Member represents, warrants and guarantees that at all times during the term of this Agreement, Member will comply with all applicable federal, state and local laws. To the extent Member receives discounts, rebates or any other price reductions as a result of purchases under a Supplier agreement, Member may have an obligation under federal or state law to disclose such price reductions to federal or state healthcare programs or other payors, and agrees to comply with such laws. Member agrees to defend, indemnify and hold Provista harmless from any and all losses, damages and costs (including, but not limited to, attorneys' fees and expenses) incurred by Provista on account of any breach of this warranty.
- F. Provista, its directors, officers, agents and employees shall not be liable to the Member for any act, or failure to act, in connection with the Provista purchasing agreements, any distribution agreements or the Provista programs. In addition, Provista shall not have any liability to Member for any failure of a distribution agent to perform the service which it has agreed to provide in any distribution agreement. Without limiting the generality of the foregoing, Provista hereby disclaims and excludes any express or implied representation or warranty regarding any products or services which may be the subject of Provista purchasing agreements or any distribution agreement or the Provista programs.



- G. Member agrees that it will keep strictly confidential and hold in trust all confidential information of Provista, including but not limited to information in the Fee Database, not use it for any purpose other than to effectuate the purposes of this Agreement, nor disclose such confidential information to any third party, unless upon Provista's prior written consent. "Confidential Information" will consist of all information relating to the prices and usage of any products or services contracted for and all information of Provista relating to its programs, services and agreements of a proprietary or sensitive nature not readily available through sources in the public domain.
- H. This Agreement may not be transferred or assigned without the prior written consent of both parties hereto, provided, however, that Provista may assign this Agreement to any affiliate of Provista without Member's consent.
- I. This Agreement, together with the Fee Database, constitutes the entire agreement of the parties with respect to the transactions contemplated thereby. This Agreement shall be construed under and governed by the laws of the state of Delaware.

**Tax Status.** Member has checked the number below that correctly reflects Member's organizational legal structure and tax status, and agrees to provide Provista with written notice of any changes during the term of this Agreement.

- 1. Federal tax-exempt entity -- Member must provide a copy of IRS determination letter (VHA Internal Code 5)
- 2. Federal taxable entity (VHA Internal Code 6)

\*Tax ID Number: \_\_\_\_\_

*\* Tax ID Number is required for enrollment*

**THEREFORE**, in consideration of the premises and the covenants contained herein and other good and valuable consideration, the adequacy, receipt and sufficiency whereof are hereby acknowledged, the parties agree to the terms and conditions as outlined herein.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and delivered by their respective authorized representatives.

**Member**

**Provista, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Manager, Member Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# LETTER OF PARTICIPATION – PHYSICIAN’S OFFICE

Below is a list of Novation’s most widely accessed agreements for the physician/clinic market. This form serves as a letter of intent for \_\_\_\_\_ (FACILITY NAME) to access tier pricing for the agreements selected below (subject to manufacturers approval).

Place an “X” in the appropriate tier for each agreement (* = Additional Tiers Available)								
PRODUCT CATEGORY	SUPPLIER NAME	CONTRACT ID	EXP DATE		TIER 1	TIER 2	TIER 3	TIER 4
Adhesive Drapes	3M Health Care	MS01010	12/12					
Adhesive Tapes & Dressings	3M Health Care	MS01310	06/13					
Advanced Wound Care	Coloplast Corp	MS50041	09/11	L				
	Convatec	MS50042	09/11	L				
	Medline Industries, Inc.	MS50043	09/11					
	Smith & Nephew, Inc.	MS50044	09/11	L				
	Molnlycke Health Care, Inc.	MS91630	09/11					
*Blood Glucose Monitoring Products	Roche Diagnostics	LB01081	09/13					
Casting & Splinting	BSN Medical, Inc.	MS93040	09/12					
Ear, Nose & Throat Products	Gyrus North American Sales	MS60050	09/11	L				
Exam Gloves	Cardinal Health	MS11011	12/13	L				
	Medline Industries, Inc.	MS11012	12/13					
	Kimberly-Clark Corporation	MS11013	12/13					
	Sempermed USA, Inc. (NOVAPLUS)	MS11014	12/13					
	Tronex Internationa, Inc.	MS11015	12/13					
Hand Hygiene Products	Ecolab, Inc.	MS80521	12/13	L				
	GOJO Industries, Inc.	MS80522	12/13	L				
	Medline Industries, Inc.	MS80523	12/13					
Hot & Cold Packs	Hospital Marketing Services (NOVAPLUS)	MS80500	12/13	L				
Incontinence Care Products	Medline Industries, Inc.	MS92062	09/12					
Monitoring Electrodes	3M Health Care (NOVAPLUS)	MS50080	12/12					
Rapid Test Kits	Alere	LB01221	05/14					
	Sekisui Diagnostics (Formerly Genzyme)	LB01223	05/14					
	Hemosure, Inc.	LB01228	05/14					
Sanitary Paper	Cascades Tissue Group	FM91021	08/12					
	Georgia Pacific Corporation	FM91022	08/12	L				
	Kimberly-Clark Corporation	FM91023	08/12	L				
Safety Needles & Syringes	Becton Dickinson	MS91551	01/12					
	Smiths Medical ASD, Inc.	MS91553	01/12					
	Terumo Medical Corporation	MS91554	01/12					
	Retractable Technologies, Inc.	MS91555	01/12					
	Sol-Millennium Medical, Inc.	MS91556	01/12					
Softgoods	DeRoyal Industries (NOVAPLUS)	MS93051	09/12					
	DJ Orthopedics LLC	MS93052	09/12					
	Medline Industries, Inc.	MS93053	09/12	L				
Specimen Collection	Becton Dickinson	LB01031	01/13					
	Greiner Bio-One BioScience	LB01032	01/13					
	Smiths Medical ASD, Inc.	LB01033	01/13					
	MediPurpose	LB01034	01/13					
	Retractable Technologies, Inc.	LB01035	01/13					
Sponges & Towels	Medical Action Industries (NOVAPLUS)	MS01020	12/12					
Standard Needles & Syringes	Becton Dickinson	MS80550	12/12					
Sterility Assurance Products	3M Health Care	MS01031	12/12					
	SPSmedical Supply	MS01032	12/12					
Surgical Blades	Aspen Surgical	MS90901	04/12					
	DeRoyal Industries (NOVAPLUS)	MS90902	04/12					
	Myco Medical Supplies, Inc.	MS90903	04/12					
	Gateway Medical, Inc.	MS90904	04/12					
Surgical Brushless Hand Scrubs	3M Health Care	MS80760	12/12					
	Medline Industries, Inc.	MS80802	12/12	L				

Place an "X" in the appropriate tier for each agreement (* = Additional Tiers Available)								
<b>Surgical Masks</b>	Kimberly-Clark Corporation	MS70010	12/12	L				
<b>Surgical Non-Wovens</b>	Cardinal Health	MS50291	12/12	L				
	Kimberly-Clark Corporation	MS50292	12/12	L				
	Medline Industries, Inc.	MS50293	12/12					
<b>Surgical One Step Skin Prepping</b>	3M Health Care	MS60490	12/12					
<b>Surgical Scrub Brushes</b>	Becton Dickinson	MS80930	10/12					
<b>Transparent Dressing</b>	3M Health Care	MS01320	06/13					
<b>Urine Microscopy Analyzers</b>	Siemens	LB01061	07/13					

Novation has other agreements that require individual letters of participation. Please see the Marketplace Web site, accessible through provistaco.com, for more contract information or call Provista Technical Support at (866) MARKET5 (627-5385).

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Physician/Office Name, City/State and LIC#

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Authorized Distributor Names

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Purchasing Manager Name / Phone Number

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Purchasing Manager Signature / Date

*Updated June 2011*

Please complete the form, photocopy for future reference, and fax your completed LOP to: **Provista Customer Services at (972) 910-6604.**  
*Problems? Contact us at (888) 538-4662 or [ProvistaCustService@provistaco.com](mailto:ProvistaCustService@provistaco.com)*

Below is a list of the tier descriptions for the LOP for Physician/Clinics. This is a reference only.

**Adhesive Drapes – 3M/MS01010**

Tier 1 – All Members, Contact 3M representative to access higher tier price

**Adhesive Tapes & Dressings – 3M/MS50310**

Tier 1 – All Members, Contact 3M representative to access higher tier price

**Advanced Wound Care – Coloplast/MS50041**

Tier 1 – All Members

**Advanced Wound Care – Convatec/MS50042**

Tier 1 – All Members

**Advanced Wound Care – Medline/MS50043**

Tier 1 – All Members

**Advanced Wound Care – Smith & Nephew/MS50044**

Tier 1 – All Members

**Advanced Wound Care – Molnycke/MS91630**

Tier 1 – All Members

Tier 2 – Purchase \$5K to \$9,999 annually

Tier 3 – Purchase \$10K or more annually

**\*Blood Glucose Monitoring Products – Roche/LB01081**

Tier 1 – All Members

**Casting & Splinting – BSN Medical/MS93040**

Tier 1 – All Members

**Ear, Nose & Throat Products – Gyrus/MS60050**

Tier 1 – All Members

Tier 2 – Purchase \$20K to \$49,999 annually

Tier 3 – Purchase \$50K to \$74,999 annually

Tier 4 – Purchase \$75K or more annually

**Exam Gloves – Cardinal/MS11011**

Tier 1 – All Members

Tier 2 – Purchase \$100K to \$249K annually or Commitment of 80%

Tier 3 – Purchase \$250K to \$749K annually

**Exam Gloves – Medline/MS11012**

Tier 1 – All Member

Tier 2 – Commitment of 80%

Tier 3 – Purchase \$500K or more annually

**Exam Gloves – Kimberly-Clark/MS11013**

Tier 1 – All Members

Tier 2 – Commitment of 80%

Tier 3 – Purchase 500K or more annually

**Exam Gloves – Sempermed/MS11014 (NOVAPLUS)**

Tier 1 – All Members

**Exam Gloves – Tronex/MS11015**

Tier 1 – All Members

Tier 2 – Commitment of 80%

**Hand Hygiene Products – Ecolab/MS80521**

Tier 1 – All Members

Tier 2 – Commitment of 90%

Tier 3 – Commitment of 90% and purchase \$50K or more annually

**Hand Hygiene Products – GOJO/MS80522**

Tier 1 – All Members

Tier 2 – Commitment of 90%

Tier 3 – Commitment of 90% and purchase \$50K or more annually

**Hand Hygiene Products – Medline/MS80523**

Tier 1 – All Members

**Hot & Cold Packs – Hospital Marketing Services/MS80500 (NOVAPLUS)**

Tier 1 – All Members

**Incontinence Care Products – Medline/MS92062**

Tier 1 – All Members

**Monitoring Electrodes – 3M/MS50080 (NOVAPLUS)**

Tier 1 – All Members, Contact 3M representative to access higher tier price

Tier 2 – Purchase \$20,001 or more annually

**Rapid Test Kits – Alere/LB01221**

Tier 1 – All Members

**Rapid Test Kits – Sekisui (Formerly Genzyme)/LB01223**

Tier 4 – Non-Acute Care Pricing

**Rapid Test Kits – Hemosure/LB01228**

Tier 1 – All Members

**Sanitary Paper – Cascades Tissue Group/FM91021**

Tier 1 – All Members

**Sanitary Paper – Georgia Pacific Corporation/FM91022**

Tier 1 – All Members

**Sanitary Paper – Kimberly-Clark/FM91023**

Tier 1 – All Members

Tier 2 – Compliant 80% or more

**Safety Needles & Syringes – Becton Dickinson/MS91551**

Tier 1 – All Members

Tier 2 – Purchase \$25K to \$499,999 annually and BD Primary Brand for Safety Hypodermic

Tier 3 – Purchase \$500K to \$2,999,999 annually and BD Primary Brand for Safety Hypodermic

**Safety Needles & Syringes – Smiths Medical/MS91553**

Tier 1 – All Members

Tier 2 – Commitment of 50% and purchase \$2K or more annually

Tier 3 – Commitment of 50% and purchase \$25K or more annually

**Safety Needles & Syringes – Terumo/MS91554**

Tier 1 – All Members

Tier 2 – Commitment of 50% and purchase \$3K to \$7,999 annually

Tier 3 – Commitment of 50% and purchase \$8K to \$14,999 annually

Tier 4 – Commitment of 70% and purchase \$15K or more annually

**Safety Needles & Syringes – Retractable Tech/MS91555**

Tier 1 – All Members

Tier 2 – Alternate Site access

**Safety Needles & Syringes – Sol-Millennium/MS91556**

Tier 1 – All Members

Tier 2 – Commitment of 20% and purchase \$2K or more annually

Tier 3 – Commitment of 50% and purchase \$25K or more annually

**Softgoods – DeRoyal/MS93051 (NOVAPLUS)**

Tier 1 – All Members

Tier 2 – Purchase \$10K to \$25K annually

Tier 3 – Purchase \$25,001 to \$50K annually

Tier 4 – Purchase \$50,001 to \$100K annually

**Softgoods – DJ Orthopedics/MS93052**

Tier 1 – All Members

Tier 2 – Purchase \$10K to \$25K annually

Tier 3 – Purchase \$25,001 to \$50K annually

Tier 4 – Purchase \$50,001 to \$100K annually

**Softgoods – Medline/MS93053**

Tier 1 – All Members

**Specimen Collection – Becton Dickinson/LB01031**

Tier 1 – All Members

Tier 2 – Purchase \$30K to \$349,999 annually and maintain 75% of prior year purchases

**Specimen Collection – Greiner/LB01032**

Tier 1 – All Members

Tier 2 – Purchase \$30K to \$199,999 annually

**Specimen Collection – Smiths Medical/LB01033**

Tier 1 – All Members

Tier 2 – Purchase \$18K to \$31,999 annually

**Specimen Collection – MediPurpose/LB01034**

Tier 1 – All Members

**Specimen Collection – Retractable Technologies/LB01035**

Tier 1 – All Members

**Sponges & Towels – Medical Action Industries/MS01020 (NOVAPLUS)**

Tier 1 – All Members

Tier 2 – Commitment of 90% or more for all four product categories (lap sponges, disposable O.R. towels, specialty sponges and lap sponge counting systems) and purchase \$25K to \$99,999 annually

Tier 3 – Commitment of 90% or more for all four product categories (lap sponges, disposable O.R. towels, specialty sponges and lap sponge counting systems) and purchase \$100K or more annually

**Standard Needles & Syringes – Becton Dickinson/MS80550**

Tier 1 – All Members

Tier 2 – Purchase \$15K to \$74,999 annually

Tier 3 – Purchase \$75K to \$199,999 annually

**Sterility Assurance Products – 3M/MS01031**

Tier 1 – All Members, Contract 3M representative to access higher tier price

**Sterility Assurance Products – SPSmedical Supply/MS01032**

Tier 1 – All Members

Tier 2 – Commitment of 60%

Tier 3 – Commitment of 80%

**Surgical Blades – Aspen Surgical/MS90901**

Tier 1 – All Members

Tier 2 – Purchase \$1K to \$7,500 annually

Tier 3 – Purchase \$7,501 or more annually

**Surgical Blades – DeRoyal Industries/MS90902 (NOVAPLUS)**

Tier 1 – All Members

Tier 2 – Purchase \$1K to \$7,500 annually

Tier 3 – Purchase \$7,501 or more annually

Below is a list of the tier descriptions for the LOP for Physician/Clinics. This is a reference only.

**Surgical Blades – Myco Medical/MS90903**

- Tier 1 – All Members
- Tier 2 – Purchase \$1K to \$7,500 annually
- Tier 3 - Purchase \$7,501 or more annually

**Surgical Blades – Gateway Medical/MS90904**

- Tier 1 – All Members
- Tier 2 – Purchase \$500 or more annually

**Surgical Brushless Hand Scrubs – 3M/MS80760**

- Tier 1 – All Members, Contact 3M representative to access higher tier price

**Surgical Brushless Hand Scrubs – Medline/MS80802**

- Tier 1 – All Members

**Surgical Masks – Kimberly-Clark/MS70010**

- Tier 1 – All Members
- Tier 2 – Commitment of 80% annually, to access tier 2 utilize the KC specific LOC

**Surgical Non-Wovens – Cardinal/MS50291**

- Tier 1 – All Members
- Tier 2 – Commitment of 80% Sterile and Bulk Non-Sterile Products
- Tier 3 – Purchase \$750K annually

**Surgical Non-Wovens – Kimberly-Clark/MS50292**

- Tier 1 – All Members
- Tier 2 – Commitment of 80%
- Tier 3 – Commitment of 80% and purchase \$750K annually
- Tier 4 – Purchase pricing for Novation Contracted CPT Suppliers

**Surgical Non-Wovens – Medline/MS50293**

- Tier 1 – All Members
- Tier 2 – Commitment of 80%

**Surgical One Step Skin Prepping – 3M/MS60490**

- Tier 1 – All Members, Contact 3M representative to access higher tier price

**Surgical Scrub Brushes – Becton Dickinson/MS80930**

- Tier 1 – All Members
- Tier 2 - Purchase \$10K annually

**Transparent Dressing – 3M/MS01320**

- Tier 1 – All Members, Contact 3M representative to access higher tier price
- Urine Microscopy Analyzers – Siemens/LB01061
- Tier 1 – All Members

# Non-Acute Distribution Agreement Form

## PHYSICIAN SALES & SERVICE



Member Name	MID / LIC	Primary Contact Name
Street Address	Distributor ID Number	Contact Email Address
City, State and Zip	Member Fax Number	Member Phone Number

### Non-Acute Medical Surgical Distribution

Check one class of trade: Physician Ambulatory Care Long-Term Care Home Health Care Home Health Patient Direct

Contract No.	Distributor	Coverage	PHY	AMB	LTC	HHC	HHC-PD
ND60021	Physician Sales & Services	National	X	X			

\*Novation Med-Surg & Pharmacy portfolios available through selected distributors: **must select same distributor for both programs**

The facility identified above has reviewed the programs and services through the above listed non-acute care medical-surgical Authorized Distributors

**Authorized Non-Acute Medical Surgical Distributor: PHYSICIAN SALES AND SERVICES (ND60021)**

### † Non-Acute Pharmacy Distribution: "Primary Solutions"

Contract No.	Distributor	DEA Number(s)
ND6011	Besse Medical	
ND6014	CuraScript	
ND6013	Seacoast Medical	

**Authorized Non-Acute Pharmacy Distributor (from list above):**

### Non-Acute Laboratory Distribution

Contract No.	Distributor	Customer Number(s)
DL91000	Cardinal Health (must include customer # or will be denied)	
DL91001	LABSCO (Laboratory Supply Co.)	

**Authorized Non-Acute Laboratory Distributor (from list above):**

### Non-Acute Office Distribution

Contract No.	Distributor	Customer Number(s)
BP50091	Staples	
BP50092	Office Max	

**Authorized Non-Acute Office Distributor (from list above):**

Completed By Name and Title (Please Print)

Authorized Member Representative Signature	Date Signed
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### † Potential Pharmacy Participants, Please Note:

Your DEA number is required to participate in the pharmacy program. The address listed on the DEA certificate must match the address for the entity above. HCO represents and warrants that all Pharmaceuticals purchased under the Pharmaceutical Agreements will be for the HCO's "own use" and that HCO will observe and comply with all applicable laws.

For other distribution programs of interest (e.g. Imaging, Laboratory, etc.), please contact Provista Customer Service at 888-538-4662 or via email at [ProvistaCustService@provistaco.com](mailto:ProvistaCustService@provistaco.com)

Please fax to Provista Member Services: (972) 910-6604



# PROVISTA MEMBERSHIP ENROLLMENT LETTER FOR A "SHIP TO" (ST) LOCATION

Please enroll the receiving locations listed below as "Ship To" Locations of our health care organization. The undersigned represents that these locations are simply receiving addresses within our building or campus and are not separately incorporated entities or businesses.

<p>Ship-To Name</p> <p>Address</p> <p>City, State, Zip</p> <p>Please provide DEA Number(s) below is wishing to participate in the Pharmacy Program:</p>	<p>Ship-To Name</p> <p>Address</p> <p>City, State, Zip</p> <p>Please provide DEA Number(s) below is wishing to participate in the Pharmacy Program:</p>
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*Please Make Additional Copies of This Form If Adding More Than Listed Above*

<p>Provista Member Health Care Organization Name</p>	<p>Authorized By Name &amp; Title (Please Print)</p>
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<p>Authorized Signature</p>	<p>Date</p>
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Please fax to Provista Membership Services (972) 910-6604

## **Novation Pharmacy Program Participation Agreement**

AGREEMENT, made and entered into as of the date of signature between Novation, LLC, a Delaware limited liability company (“Novation”), and \_\_\_\_\_ located in \_\_\_\_\_ a Member or Affiliate of VHA, UHC, or HPPI and its successor company, Provista, LLC (the “HCO”).

### **WITNESSETH:**

WHEREAS, the HCO desires to purchase pharmaceuticals, over-the-counter drugs, health and beauty aids, medicines, drugs, and goods related to the use thereof (collectively “Pharmaceuticals”) through Novation’s Pharmacy Program for its own use, as detailed in Section 6, in connection with its operations;

WHEREAS, the HCO desires that Novation negotiate certain agreements on behalf of the HCO regarding, among other things, the ordering, purchasing, and storage of Pharmaceuticals,

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions, and agreements hereinafter contained, the parties hereto agree as follows;

1. **Distribution Agreement.** The HCO hereby authorizes Novation to negotiate and enter into, on behalf of and for the benefit of the HCO, distribution agreements which provide for the storage and delivery of Pharmaceuticals to the HCO, with such changes, amendments, modifications, replacements, and/or substitutions thereto as Novation from time to time prior to and after the execution thereof at its discretion shall deem necessary, proper, or advisable for the HCO. Novation shall deliver a copy of such Agreement, or a summary thereof, to the HCO promptly after its execution.
2. **Pharmaceutical Agreements.** The HCO hereby authorizes Novation, on behalf of and for the benefit of the HCO to negotiate and enter into, and from time to time prior to and after the execution thereof, to modify, amend or change, agreements (the “Pharmaceutical Agreements”) with manufacturers of Pharmaceuticals (the “Manufacturers”), under which the HCO may purchase, at its discretion, Pharmaceuticals at prices specified in such agreements. Upon request, Novation shall deliver a summary of each Pharmaceutical Agreement to the HCO promptly after its execution.
3. **Pharmacy Services and Support Agreements.** Novation, on behalf of and for the benefit of the HCO will negotiate and enter into, and from time to time prior to and after the execution thereof, modify, amend or change, agreements to support operation and infrastructure of pharmacy related operations (“Pharmacy Services and Support Agreements”) with providers of such products or services, under which the HCO may obtain, at its discretion, products or services under terms and prices as specified in such agreements. Upon request, Novation shall deliver a summary of such agreement to the HCO promptly after its execution.

4. Term and Termination. This Agreement shall continue in full force and effect for twelve months effective the date of signature of the HCO, and shall be renewed automatically thereafter from year to year; provided, that this Agreement shall terminate automatically and be of no further force or effect with respect to the HCO upon the date such HCO ceases to be a Member or Affiliate of VHA, UHC, or "Provista", except for rights and obligations of such HCO arising pursuant to this Agreement prior to such date (which rights and obligations shall continue in full force and effect).
5. Liability. The HCO for itself, its successors and assigns, hereby forever waives, releases, and relinquishes all claims, demands, suits, and causes of action of every kind and nature, in law or in equity, which it has now or claims to have or which it may have in the future against VHA, UHC, "Provista", Novation, or any of their subsidiaries or affiliates, or any of their respective directors, officers, employees, or agents, or any of them, in connection with the Pharmacy Distribution Agreement, the Pharmacy Services and Support Agreements, or any Pharmaceutical Agreement.
6. Own Use. HCO represents and warrants that all Pharmaceuticals purchased under the Pharmaceutical Agreements will be for the HCO's "own use" within the meaning of the Nonprofit Institutions act as interpreted by the U.S. Supreme Court in Abbott Laboratories v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976), and following cases, Federal Trade Commission Advisory Opinion Letters which apply to Abbott, and that HCO will observe and comply with all applicable laws.
7. Covered Products. HCO hereby elects to participate in the Novation Pharmacy Program and will, to the extent it purchases and products covered by the Pharmaceutical, or Pharmacy Product or Support Agreements, purchase all such products through the Novation Pharmacy Program, available from the Novation pharmacy distributor, and pursuant to the applicable agreement. HCO hereby authorizes all Manufacturers to delete HCO from any other Group Purchasing Organizations (GPO) lists with respect to products covered by the agreements.

IN WITNESS THEREOF, Novation and HCO have executed this Agreement as of the date of signature of the HCO.

For Novation, LLC

For HCO

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Novation Pharmacy Program Participation: Health Care Organization Profile

Facility Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Internet Address: \_\_\_\_\_ DEA Number: \_\_\_\_\_

Pharmacy Retail License, if applicable: \_\_\_\_\_

Director of Pharmacy: \_\_\_\_\_ Phone: \_\_\_\_\_

Sponsoring Organization, if applicable: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_