



Connecting members.
Delivering results.

Hospital-Sized Savings For your organization

Our members choose VHA for a reason – to get results. They know that VHA delivers significant savings across a broad portfolio of products and services. These same benefits are available to you through VHA's Non-Acute Care Services program. VHA is the leading Group Purchasing Organization in healthcare, with over 1,400 hospitals and 21,000 non-acute members.

VHA offers:

- Savings. Industry leading pricing through Novation, our contracting services company
- Choice. The most complete portfolio of products and services in healthcare
- Flexibility. The benefits of standardization balanced with the ability to select only those products and services that meet your needs
- Convenience. A turnkey supply program for non-acute providers
- Service. Local and national support from VHA and our suppliers is just a phone call away
- Information. The help you need to analyze and identify cost saving opportunities

The broadest portfolio of products from industry-leading suppliers

- Medical/Surgical supplies
- Pharmaceuticals
- Respiratory care products
- Food Distribution
- Office supplies
- Cellular phone services
- Capital Equipment
- Laboratory and Imaging supplies
- Staffing services
- Facilities management

Hospital-sized supply chain savings for non-acute providers

By leveraging the purchasing power of our national network of members, VHA reduces costs across the entire healthcare supply chain. As a VHA member, you can take advantage of our industry-leading portfolio of supply and service agreements to help improve your organization's clinical and economic performance.

Let VHA show you how to minimize costs on the supplies you purchase every day.

Start by calling VHA at 800-842-5146



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NON-ACUTE AFFILIATE ENROLLMENT

Member is affiliated with, but not owned, leased or controlled by sponsor/parent organization

Sponsor/Parent Name and MID Memorial Hermann Health Network Providers		Sponsor/Parent City and State Houston, TX
Member Name		
Street Address		Mailing Address
City, State and Zip		City, State and Zip (for Mailing Address)
Phone Number	Fax Number	Member URL (web address)
Contact Name		
Contact Name		Contact Title
Contact Email		
<p>What type of member are you? (Please select ONE from the options below)</p> <p><input type="checkbox"/> Clinic / Physician Practice</p> <p><input type="checkbox"/> Ambulatory Care Center: <input type="checkbox"/> Surgery Center <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Other: _____</p> <p><input checked="" type="checkbox"/> Home Health Services: <input type="checkbox"/> Home Infusion <input type="checkbox"/> Durable Medical Equipment <input type="checkbox"/> Hospice</p> <p><input type="checkbox"/> Imaging Center</p> <p><input type="checkbox"/> Laboratory</p> <p><input type="checkbox"/> Long Term Care: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Retirement Center <input type="checkbox"/> Assisted Living</p> <p><input type="checkbox"/> Pharmacy: <input type="checkbox"/> Retail Pharmacy (Open) <input type="checkbox"/> Closed Pharmacy</p> <p><input type="checkbox"/> Ship-To Location (The undersigned represents that these ship-to locations are simply receiving addresses within our building or campus and are not separately incorporated entities or businesses)</p>		
<p><i>For some programs and contracts, completion of specific commitment or participation forms may be required prior to obtaining contract pricing. Please contact VHA's Customer Services team at (800) 842-5146 for more details.</i></p> <p><u>Own Use</u>: 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.</p>		
Completed By Name and Title (Please Print)		
Signature		Date Signed
For VHA Internal Use Only		
VHA Local Office / Regional Health Care System approval (for non-physician practices only) DNC <input type="checkbox"/>		
Authorized Representative Signature		Date Signed

Please fax to VHA Membership Services (866) 600-0618



AFFILIATE AGREEMENT

This Affiliate Participation Agreement ("Agreement") is made by and between VHA Inc. ("VHA"), with an address of 220 E. Las Colinas Blvd., Irving, Texas 75039-5500, and _____ ("Affiliate"), with an address of _____.

The effective date of this Agreement is the day it is signed by both parties and is received by VHA ("Effective Date").

WHEREAS, VHA is a health care, group purchasing organization ("GPO") cooperative that offers group purchasing supply chain services, and related clinical improvement services directly, or indirectly through subsidiary or related organizations (collectively referred to as "Group Purchasing Program") to patrons and affiliates of the cooperative; and

WHEREAS, Affiliate desires to become an affiliate of the cooperative and participate in the Group Purchasing Program under the terms of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants below, the parties agree as follows:

1. GROUP PURCHASING PROGRAM

Prerequisites to Participation. To participate in VHA's Group Purchasing Program, Affiliate is required to: i) sign this Agreement and return it to VHA, and ii) pay periodic national and/or regional participation fees where applicable and as set forth in the Affiliate Application. All of the foregoing are subject to VHA's acceptance. VHA offers optional clinical improvement programs, many of which are offered at no cost. However, some of them require Affiliate to sign additional program-specific agreements and pay fees.

VHA as GPO Agent. Affiliate hereby appoints VHA as a non-exclusive, limited GPO purchasing agent of Affiliate to make available to Affiliate on a non-exclusive, voluntary basis the opportunity to purchase, lease, license or otherwise receive, obtain or acquire from sellers, licensors, lessors, and distributors (collectively "Suppliers") (i) products, including without limitation, goods and equipment; (ii) rights including, without limitation, intangible rights to computer software; and (iii) services, including without limitation, distribution services and consulting services (all of the foregoing are collectively referred to as "Products"). Products may be available from one or more Suppliers. Contracts to acquire Products are solely between Affiliate and the Suppliers, and each purchase order issued by Affiliate to a Supplier for Products shall constitute Affiliate's agreement to the terms, conditions, and pricing of the applicable Supplier's contract.

Participation Fees. VHA may determine from time to time the amount, mathematical method of computation, and time of payment of the periodic national and regional Group Purchasing Program participation fees to be paid by each Affiliate to VHA. VHA shall promptly notify Affiliate of such determinations, and Affiliate agrees to pay the fees in U.S. dollars when due. In addition to any other remedy available to VHA for any nonpayment, Affiliate agrees that VHA may offset against and deduct all or any portion of unpaid amounts from any and all amounts payable by VHA to Affiliate.

2. REGULATORY COMPLIANCE

Safe Harbor Compliance. VHA intends for all purchasing through the Group Purchasing Program to be done consistently with the group purchasing organization ("GPO") exception or Safe Harbor (42 U.S.C. §1320a-7b(b)3; 42 C.F.R §1001.952(j)). By signing this Agreement, Affiliate:

* Authorizes VHA and its agents, including but not limited to its supply chain company, Novation LLC, to act as Affiliate's purchasing agent.

* Understands and agrees that VHA may (i) receive fees of varying amounts, either directly or indirectly, from Suppliers based on Affiliate's purchases under VHA or Novation Supplier contracts; and (ii) furnish certain administrative and promotional services to such Suppliers. The majority of the fees received by VHA/Novation from Suppliers are three percent (3%) or less of the value of purchases made under the relevant Supplier contract.



* Acknowledges that Affiliate (or its authorized agent or designee) has received a report consisting of copies of the fee structure provisions for current VHA or Novation Supplier contracts that provide for fees in excess of 3% ("Fee Report"), and understands that VHA will provide Affiliate (or its authorized agent or designee) with timely updates to the Fee Report for all subsequent contracts with fee provisions in excess of 3%. The Fee Report and all subsequent updates shall be automatically incorporated herein by reference.

* Understands that VHA shall provide Affiliate (or its authorized agent or designee) with an annual Sales and Revenue Report, which will itemize Affiliate's actual purchases through the Group Purchasing Program ("Sales"), and the amount received by VHA from each Supplier with respect to such purchases.

*If Affiliate needs any additional fee or other information concerning any Supplier contract, then Affiliate should contact its applicable VHA regional office.

Affiliate Disclosures. To the extent that Affiliate receives or earns discounts, rebates, incentives or any other remuneration (such as manufacturer incentives) as a result of purchases made under VHA's Group Purchasing Program, Affiliate may have an obligation to disclose such remuneration (for example, as part of the cost reporting process) to federal or state health care programs or other payors. To the extent that Affiliate receives any remuneration as described above, Affiliate agrees to properly disclose and reflect any remuneration it receives on its costs claimed or charges made to Medicare and Medicaid, and as otherwise required by applicable state and federal law.

3. GENERAL TERMS AND CONDITIONS

Term and Termination. This Agreement is for a one-year term from the Effective Date, and shall automatically renew unless either party gives prior notice of termination. Either party may at any time during the term of this Agreement terminate it for its convenience, without liability therefor, by providing at least thirty (30) days prior written notice to the other party. Either party may at any time during the term of this Agreement terminate it for cause and pursue its legal remedies, if the other party fails to cure a material breach within thirty (30) days after written notice from the non-breaching party. In the event of termination, the parties shall return to each other any confidential information and make any payments for amounts that were due prior to termination. This Agreement shall automatically terminate without notice upon the date, if any, that Affiliate may cease to be an Affiliate of the VHA Group Purchasing Program.

Liability Disclaimer. VHA, its subsidiaries and affiliates, and their directors, officers, agents and employees shall not be liable to Affiliate for any act, or failure to act, in connection with this Agreement. VHA shall not have any liability to Affiliate for any failure of a Supplier to perform any contract with Affiliate, and Affiliate is solely liable to make any payments for goods, services, and taxes under its contracts with Suppliers. NO WARRANTIES, EXPRESS OR IMPLIED APPLY TO VHA'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY.

Notices. Any notice pursuant to this Agreement shall be effectively delivered when personally delivered to the recipient, or when mailed by certified mail, return receipt requested, or sent by receipted courier service, postage prepaid to the addresses first stated above, addressed to "Attention: President".

Miscellaneous. This Agreement shall inure to the benefit of, and be binding upon and enforceable by and against Affiliate and VHA and their respective successors and assigns. Affiliate may not assign this Agreement or any of its rights, title or interest herein to any other person without the prior written consent of VHA. This Agreement shall be governed by and enforced under the laws of the State of Delaware, excluding its principles of conflicts of laws. Affiliate agrees to treat this Agreement and any information it receives related to VHA's Group Purchasing Program, as the confidential information of VHA, Novation, and Suppliers during and after the term of agreement.

Entire Agreement. This Agreement represents the entire understanding and agreement of the parties regarding the subject matter hereof. All prior understandings or agreements regarding the subject matter hereof, including but not limited to any "Affiliate Participation Agreement" that Affiliate may have previously signed, are merged into and superseded by this Agreement.

Amendments. This Agreement may be amended from time to time of VHA through a written notice to Affiliate, and as so amended, shall continue to be binding upon and enforceable against VHA, each Affiliate and their respective successors and assigns. Any amendment may restate this Agreement, as amended.



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

- 1. Taxable or tax-exempt (e.g. 501(c)(3)) not-for-profit corporation.
- 2. For-profit business corporation-including stock corporations and professional corporations.
- 3. Pass-through entity-including partnerships, LLPs, and certain LLCs taxed as partnerships, where all members or partners are either corporations or 501(c)(3) entities.
- 4. Other-Please describe: _____

Tax ID Number: _____

IN WITNESS WHEREOF, authorized representatives of the parties have signed this Form below.

"Affiliate"

VHA Inc.

By: _____

By: Curt Nonomaque

Printed Name: _____

Printed Name: Curt Nonomaque

Title: _____

Title: President & CEO

Date: _____

Date: _____

NON-ACUTE DISTRIBUTION AGREEMENT FORM

Member Name		MID / LIC	Primary Contact Name
Street Address			Contact Email Address
City, State and Zip			Member URL (<i>web address</i>)
Member Phone Number	Member Fax 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
ND60023	*Activus Healthcare Solutions	Regional	X	X	X		
ND60022	Cardinal Health	National	X	X			
ND60042	Gulf South Medical Supply	National			X	X	X
ND60054	Home Healthcare Solutions	National					X
ND60043	Independence Medical	National			X	X	X
ND60024	*Kreisers Inc.	Regional	X	X		X	
ND60036	McKesson Corp.	National	X	X			
ND60041	Medical Specialties	National			X	X	X
ND60025	*National Distribution and Contracting	Regional	X	X	X	X	
ND60021	Physician Sales and Services	National	X	X			

**National Distribution and Contracting or NDC is a regional group of local distributors. A listing of the participating dealers and the geography they cover is in NDC's individual contract summary (ND60025). Also refer to the contract summaries for Activus (ND60023) and Kreisers (ND60024) for a list of state coverage.*

The facility identified above has reviewed the programs and services through the above listed non-acute care medical-surgical Authorized Distributors and has elected to utilize (if NDC dealer, please specify NDC and list name of local dealer – (see next page):

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

Non-Acute Pharmacy Distribution

Contract No.	Distributor	DEA Number(s)
ND6011	Besse Medical	
ND6014	CuraScript	
ND6013	Seacoast Medical	
ND6012	Kinray	

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.

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

Non-Acute Office Distribution

Contract No.	Distributor	DEA Number(s)
BP50091	Corporate Express	
BP50092	OfficeMax	

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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For other distribution programs of interest (e.g. Imaging, Laboratory, etc.), please contact VHA Customer Service at 800-842-5146 or via email at vhacustomerservice@vha.com

Please fax to VHA Membership Services: (866) 600-0618



NDC Sub Contracts

NDC001 NDC-ACO NON-ACUTE MS DISTRIBUTION	NDC036 NDC-MEDICO-MART NON-ACUTE MS DISTRIBUTIO
NDC002 NDC-ADCO FL NON-ACUTE MS DISTRIBUTION	NDC037 NDC-MEDISUPPLY NON-ACUTE MS DISTRIBUTION
NDC003 NDC-ADCO ME NON-ACUTE MS DISTRIBUTION	NDC038 NDC-MEGA MEDICAL SUPPLY NON-ACUTE MS DIS
NDC004 NDC-AFFILIATED NON-ACUTE MS DISTRIBUTION	NDC039 NDC-METRO MEDICAL SUPPLY WHS NON-ACUTE M
NDC005 NDC-AJ MEDICAL NON-ACUTE MS DISTRIBUTION	NDC040 NDC-MIDLAND HOSPITAL SUPPLY NON-ACUTE MS
NDC006 NDC-ALL MED NON-ACUTE MS DISTRIBUTION	NDC041 NDC-MIDSTATE MEDICAL SUPPLY NON-ACUTE MS
NDC007 NDC-AMD NON-ACUTE MS DISTRIBUTION	NDC042 NDC-MISSION MEDICAL SALES & SERVICE NON-
NDC008 NDC-BLUE MEDICAL NON-ACUTE MS DISTRIBUTI	NDC043 NDC-NS LOW NON-ACUTE MS DISTRIBUTION
NDC009 NDC-CAPITAL MED NON-ACUTE MS DISTRIBUTIO	NDC044 NDC-NEIL MEDICAL GROUP NON-ACUTE MS DIST
NDC010 NDC-CLAFLIN COMPANY NON-ACUTE MS DISTRIB	NDC045 NDC-NEXT DAY MEDICAL NON-ACUTE MS DISTRI
NDC011 NDC-COMMUNITY SURG SUPP NON-ACUTE MS DIS	NDC046 NDC-ONESOURCE HEALTHCARE NON-ACUTE MS DI
NDC012 NDC-D & H WHOLESALE MED NON-ACUTE MS DIS	NDC047 NDC-ORION MEDICAL SUPPLY NON-ACUTE MS DI
NDC013 NDC-DELAWARE VALLEY SURG SUPP NON-ACUTE	NDC048 NDC-PHARMACEUTICAL HEALTH CARE NON-ACUTE
NDC014 NDC-DELCREST MEDICAL PRODUCTS NON-ACUTE	NDC049 NDC-PHARMED CORP NON-ACUTE MS DISTRIBUTI
NDC015 NDC-DIAMED NON-ACUTE MS DISTRIBUTION	NDC050 NDC-PHARMED GROUP CORP NON-ACUTE MS DIST
NDC016 NDC-DOCTORS SUPPLY NON-ACUTE MS DISTRIBU	NDC051 NDC-WEINSTEIN TX NON-ACUTE MS DISTRIBUTI
NDC017 NDC-ECOLOGICALLY SOUND MED SVC NON-ACUTE	NDC052 NDC-WEINSTEIN HI NON-ACUTE MS DISTRIBUTI
NDC018 NDC-GLOBE MED SURG SUPPLY NON-ACUTE MS D	NDC053 NDC-RALLY NON-ACUTE MS DISTRIBUTION
NDC019 NDC-GROGAN'S HEALTHCARE SUPP NON-ACUTE M	NDC054 NDC-SAVOY NON-ACUTE MS DISTRIBUTION
NDC020 NDC-HEARTLAND MED SUPP NON-ACUTE MS DIST	NDC055 NDC-SCENIC NON-ACUTE MS DISTRIBUTION
NDC021 NDC-HOLLADAY SURG SUPP NON-ACUTE MS DIST	NDC056 NDC-SCHRYVER NON-ACUTE MS DISTRIBUTION
NDC022 NDC-HOSPITAL ASSOCIATES NON-ACUTE MS DIS	NDC057 NDC-SEACOAST MEDICAL NON-ACUTE MS DISTRI
NDC023 NDC-HUB'S HOME OXYGEN & MED NON-ACUTE MS	NDC058 NDC-SHARED SERVICE NON-ACUTE MS DISTRIBU
NDC024 NDC-INFOLAB-FL NON-ACUTE MS DISTRIBUTION	NDC059 NDC-SHENANDOAH NON-ACUTE MS DISTRIBUTION
NDC025 NDC-INFOLAB-GA NON-ACUTE MS DISTRIBUTION	NDC060 NDC-SOURCE PRODUCTS NON-ACUTE MS DISTRIB
NDC026 NDC-INFOLAB-IN NON-ACUTE MS DISTRIBUTION	NDC061 NDC-TURENNE NON-ACUTE MS DISTRIBUTION
NDC027 NDC-INFOLAB-LYON MS NON-ACUTE MS DISTRIB	NDC062 NDC-UNITED MEDICAL NON-ACUTE MS DISTRIBU
NDC028 NDC-INFOLAB-CLARKSDALE MS NON-ACUTE MS D	NDC063 NDC-UNITED SURGICAL NON-ACUTE MS DISTRIB
NDC029 NDC-INFOLAB-NC NON-ACUTE MS DISTRIBUTION	NDC064 NDC-VES NON-ACUTE MS DISTRIBUTION
NDC030 NDC-INFOLAB-TX NON-ACUTE MS DISTRIBUTION	NDC065 NDC-WESTERN NEW YORK NON-ACUTE MS DISTRI
NDC031 NDC-J & B MEDICAL SUPPLY NON-ACUTE MS DI	NDC066 NDC-GREEN VALLEY MEDICAL SUPPLY
NDC032 NDC-KERN SURGICAL SUPPLY NON-ACUTE MS DI	NDC067 NDC-MED CHEM, INC.
NDC033 NDC-KRASITY'S NON-ACUTE MS DISTRIBUTION	NDC068 NDC-ALPHA SCIENTIFIC, INC.
NDC034 NDC-LYNN MEDICAL NON-ACUTE MS DISTRIBUTI	NDC069 NDC-IMPERIAL SURGICAL SUPPLY CORPORATION
NDC035 NDC-MEDICAL EXPRESS NON-ACUTE MS DISTRIB	NDC070 NDC-XCEL SUPPLY