

1. Application Type: Novation Affiliate Purchasing Program Agreement

An Affiliate is any entity that is sponsored by a UHC Member or Associate Member, and is making purchases independent of the UHC Member or Associate Member.

2. Identification

Name of Affiliate

Address of Affiliate

Main Phone

City

State

Zipcode

3. Primary Materials Management Contact at Affiliate

First and Last Name

Phone

Address (if different from section 2)

Fax

City

State

ZIP Code

E-mail

First and Last Name of Primary Pharmacy Contact

Phone

Address (if different from section 2)

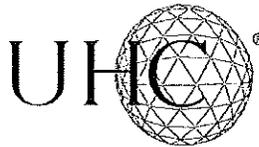
Fax

City

State

ZIP Code

E-mail



4. Facility Type

Ambulatory Care Center/ Closed Rx <input type="checkbox"/> Ambulatory Care Center <input type="checkbox"/> Student Health Service <input type="checkbox"/> Oncology Center <input type="checkbox"/> Dialysis Center <input type="checkbox"/> Surgery Center <input type="checkbox"/> Dental <input type="checkbox"/> Diagnostic Imaging Center <input type="checkbox"/> Outpatient <input type="checkbox"/> Immediate Care Center	Home Health Care/ Closed Rx <input type="checkbox"/> Home Health Care <input type="checkbox"/> Home Infusion <input type="checkbox"/> Hospice <input type="checkbox"/> Durable Medical Equipment (non resaler) <i>Physician/Practices Closed Rx</i> <input type="checkbox"/> Clinical or Medical Group <input type="checkbox"/> Physician's Office	Long Term Care/ Closed Rx <input type="checkbox"/> Nursing Home <input type="checkbox"/> Retirement Center <input type="checkbox"/> Skilled Nursing Facility <input type="checkbox"/> Sub-Acute Facility <input type="checkbox"/> Assisted Living Managed Care Plan/ Closed Rx <input type="checkbox"/> Correctional Facility <input type="checkbox"/> University Campus <input type="checkbox"/> Other, please specify	Non Caregiving/Closed Rx <input type="checkbox"/> Fitness Center <input type="checkbox"/> Foundation <input type="checkbox"/> Laundry <input type="checkbox"/> Warehouse <input type="checkbox"/> Management Service Pharmacy <input type="checkbox"/> Pharmacy Closed <input type="checkbox"/> Pharmacy Retail <input type="checkbox"/> Pharmacy Retail & Closed
---	---	--	--

You can add additional or alternate shipping locations (ASLs) as part of this application. An ASL is an entity in which the Member makes purchases on behalf of the ASL. This includes warehouses and entities that send purchase orders to the Participant to purchase on their behalf.

To add additional shipping locations, attach spreadsheet containing the following information:

- Facility name, address (including city, state, zip), phone, fax
- Facility DEA number
- Facility Type (from section above)
- Material director/manager name, job title, phone, fax, email, and address (if different from facility address)
- Pharmacy director/manager name, job title, phone, fax, email, and address (if different from facility address)

5. Group Purchasing Participation Information

Participate in Pharmacy Medical-Surgical Capital Equipment

Desired Start Date _____

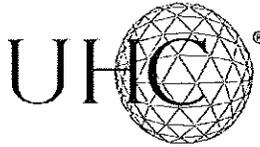
Standard Terms & Conditions require 30-45 days notice to the suppliers to add a new participant to a purchasing agreement.

6. Distribution Declaration

Distribution Declaration (Please indicate Start Date and select one or none from each category)		
<i>Acute distributors can be selected if this facility is owned/managed/controlled by sponsoring hospital.</i>		
<p>Medical-Surgical Distribution (Acute) Start Date _____</p> <p><input type="checkbox"/> Cardinal Healthcare <input type="checkbox"/> Medline Industries <input type="checkbox"/> Owens & Minor <input type="checkbox"/> *American Medical Depot <input type="checkbox"/> *Buffalo Hospital Supply <input type="checkbox"/> *Clafin Company <input type="checkbox"/> *Kreiser Inc. <input type="checkbox"/> *Midland Medical Supply <input type="checkbox"/> *Midwest Medical Supply <input type="checkbox"/> *N.S. Low <input type="checkbox"/> *Professional Hospital Supply <input type="checkbox"/> *Seneca medical <input type="checkbox"/> *Shared Service Systems</p> <p>Medical-Surgical Distribution (Non-Acute) Start Date _____</p> <p><input type="checkbox"/> Cardinal Healthcare (P, A) <input type="checkbox"/> McKesson Corp. (P, A) <input type="checkbox"/> Physician Sales & Services (P, A) <input type="checkbox"/> Gulf South Medical Supply (L, H, HP) <input type="checkbox"/> Medical Specialties (L, H, HP) <input type="checkbox"/> Independence Medical (L, H, HP) <input type="checkbox"/> Home Healthcare Solutions (HP) <input type="checkbox"/> *Activus (P, A, L) <input type="checkbox"/> *Kreisers Inc. (P, A, H) <input type="checkbox"/> *National Distribution & Contracting (P, A, L, H)</p>	<p>Pharmaceutical Distribution (Acute) ** Start Date _____ DEA# _____</p> <p><input type="checkbox"/> Amerisource Bergen <input type="checkbox"/> Cardinal Drug <input type="checkbox"/> McKesson Drug <input type="checkbox"/> *Burlington Drug <input type="checkbox"/> *Morris & Dickson</p> <p>Pharmacy Distribution (Non-Acute) ** Start Date _____ DEA# _____</p> <p>(may choose one from each group) <input type="checkbox"/> Cardinal Healthcare (P, A) <input type="checkbox"/> McKesson Corp. (P, A) <input type="checkbox"/> Physician Sales & Services (P, A) <input type="checkbox"/> Besse Medical (P, A, L, H, HP) <input type="checkbox"/> CuraScript (P, A, L, H, HP) <input type="checkbox"/> Seacoast Medical (P, A, L, H, HP) <input type="checkbox"/> *Kinray, Inc. (P, A, L, H, HP)</p> <p>Office Products Distribution Start Date _____</p> <p><input type="checkbox"/> OfficeMax <input type="checkbox"/> Corporate Express</p> <p>Class of Trades: P=Physician, A=Ambulatory Care, L=Long Term Care, H=Home Healthcare, HP=Home Healthcare Patient Specific * Regional - See individual launch packages for awarded states ** DEA # Required</p>	<p>Laboratory Distribution Start Date _____</p> <p><input type="checkbox"/> Cardinal Healthcare</p> <p>Imaging Distribution Start Date _____</p> <p><input type="checkbox"/> Capital X-Ray <input type="checkbox"/> Evans-Sherratt Company <input type="checkbox"/> Jefferson Medical & Imaging, Inc. <input type="checkbox"/> Merry X-Ray Medical Enterprise, LLC <input type="checkbox"/> NHD, Inc.</p> <p>Food & Nutrition Distribution Start Date _____</p> <p><input type="checkbox"/> US Foodservice</p> <p>Maintenance, Repair, Operation Distribution Start Date _____</p> <p><input type="checkbox"/> Controlled Environmental Products <input type="checkbox"/> Grainger Industrial Supply <input type="checkbox"/> Graybar Electrical Co. Inc.</p> <p>Housekeeping Distribution Start Date _____</p> <p><input type="checkbox"/> AFFLINK <input type="checkbox"/> Network Services <input type="checkbox"/> Xpedx</p> <p>Dental Distribution Start Date _____</p> <p><input type="checkbox"/> American Dental Cooperative</p>

The applications for the specific Novation distribution agreements referenced prior will be hand delivered by your Novation Service Delivery Account Executive.

As a participant of UHC, each participant is eligible to access UHC's contract solutions agreements. There is no additional participation fee for this service. By signing this application, you acknowledge your understanding of the following information as it pertains to access of contracts negotiated by UHC Contract Solutions, Novation, and/or the Academic Medical Research Center Purchasing Program.



7. Agreement

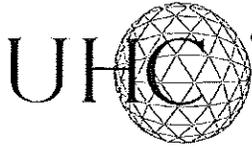
This section applies to each Affiliate that has elected to participate in UHC's Group Purchasing Program (through UHC Contract Solutions, Novation and the Academic Medical Research Center Purchasing Program) and is intended to maintain UHC and Novation's compliance with both the Medicare Anti-Kickback Statute's GPO Safe Harbor (42 CFR 1001.952(j)) and the Stark Law's GPO Exception (42 USC 1320-7b(3)(C)). By executing this purchasing profile form, Participant:

- Authorizes UHC (and its agents, including Novation) to act as a group purchasing organization (GPO) on behalf of the Affiliate.
- Understands and agrees that UHC will receive administrative fees ("Fees") from suppliers and distributors ("Vendors") based on Affiliate's purchases under UHC or Novation contracts ("Contracts") and may furnish certain administrative and promotional services to such Vendors.
- Understands and agrees that except as noted herein, each Contract provides for Fees that are fixed at three percent or less of the purchase price of the goods or services covered by the Contract; and that with respect to Contracts providing for Fees that are not so fixed, Affiliate:
 - (1) Will have access to a web-based report on the UHC Marketplace website indicating the Fees that UHC may receive from each Vendor under each such Contract ("Fee Report"); and
 - (2) Will have access to timely updates to the Fee Report ("Fee Report Updates") for all such Contracts that are executed after the Fee Report is generated.
- Understands and agrees that UHC shall provide the Affiliate's sponsoring Member with an annual report ("Sales and Revenue Report") listing: (1) Affiliate's purchases under each Contract; and (2) the Fees received from Vendors based on such purchases, unless sponsoring Member directs UHC otherwise in writing.
- Understands and agrees to a three (3) year term ("Initial Term") of participation in the UHC/Novation group purchasing program, which shall automatically extend for additional 1-year terms ("Renewal Terms"), unless Affiliate provides UHC ninety (90) days Notice of Termination from the group purchasing program.
- Understands that the Fee Report, the Annual Sales and Revenue Report and all Fee Report Updates shall be automatically incorporated herein by reference. If Affiliate is considering purchasing under a Contract that is not listed on the Fee Report or a Fee Report Update, or if Affiliate otherwise needs any Fee or other information relating to any Contract, Affiliate may contact UHC's Vice President of Finance at 630/954-1700.

Affiliate hereby authorizes UHC to send the Fee Report, all Fee Report Updates, and all annual Sales and Revenue Reports to Affiliate's Chief Financial Officer.

Please note that to the extent Affiliate receives or earns discounts, rebates, incentives or any other price reductions (such as manufacturer incentives or patronage dividends) as a result of purchases made under UHC's Group Purchasing Program, Affiliate may have an obligation to disclose such price reductions (as part of the cost reporting process, for example) to federal or state health care programs or other payers.

Affiliate understands and agrees to keep strictly confidential all UHC/Novation trade secrets, proprietary and other Confidential Information (especially pricing schedules), and shall not disclose such Confidential Information to any third party, and shall not use the Confidential Information for



University
HealthSystem
Consortium

2001 Spring Road, Suite 700
Oak Brook, IL 60523-1890
Phone: 630/954-1700 Fax: 630/954-4730

NovationTM
The Supply Company of VHA & UHC

any purpose other than group purchasing through UHC/Novation, without the prior written consent of Novation and UHC. "Confidential Information" includes, but is not limited to: the information of UHC, its member organizations ("Members"), or Novation, LLC, ("Novation"), encompassed in all technology, plans, designs, concepts, financial information, costs, pricing, spend and fee data, computer programs, contract portfolios, videos, animation and designs; computer codes, including but not limited to, .NET, ASP, HTML, SQL, JAVA or JavaScript; formulas, websites, including UHC Marketplace, and equations; databases; customer information, vendors, business partners or suppliers; business and marketing plans or strategies; financial performance and projections; and all concepts, know-how, or ideas in or directly related to UHC's business, the business of its Members, and the business of Novation that have not previously been publicly released by duly authorized representatives of UHC, its Members, or Novation.

UHC has instituted corporate policies and procedures for the business operations of its group purchasing business. Such policies may be updated from time to time and are hereby incorporated herein by reference. Affiliate acknowledges and agrees that it shall comply with all such policies, including but not limited to the Notice of Termination requirement, as well as those policies detailing certain consequences for an Affiliate who terminates participation in the UHC/Novation purchasing program. Contact the UHC Senior Vice President of Supply Chain for UHC's current policies at 630.954.1700.

I verify that, to the best of my knowledge, the above listed organization purchases pharmaceuticals within the meaning of the Nonprofit Institutions Act (NIA) as interpreted by the U.S. Supreme Court in Abbott Laboratories vs. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976).

Information submitted by:

Name _____

Authorized Signature _____

Title _____ Date _____

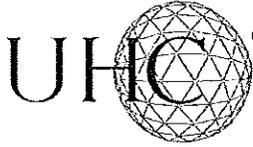
OSUMC 40332
Name of Sponsoring Member or Associate Member _____

Sponsor First Name _____ Sponsor Last Name _____

Sponsor Title _____ Sponsor Phone _____

Sponsor Fax _____ Sponsor Email _____

Sponsor Signature _____ Date _____



University
HealthSystem
Consortium

2001 Spring Road, Suite 700
Oak Brook, IL 60523-1890
Phone: 630/954-1700 Fax: 630/954-4730

Novation[™]
The Supply Company of VHA & UHC

8. Mailing / Fax Instructions

Please return completed form to:

Christine Santos, Membership Specialist
University HealthSystem Consortium
2001 Spring Rd, Suite 700
Oak Brook, IL 60523-1890
Phone: (630) 954-2455
Fax: (630) 954-4730

For UHC use only:	
Sponsoring UHC Member ID:	_____
Region:	_____ Territory: _____
COT:	_____ Fac. Type: _____
Class:	_____