



## CUSTOMER ENROLLMENT FORM

### CUSTOMER INFORMATION:

CUSTOMER NAME		NuEdge Alliance, LLC / #NDC031 CHANNEL PARTNER NAME / DISTRIBUTOR ID#	
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

### CORPORATE

<input type="checkbox"/> <b>Corporate</b>	<input type="checkbox"/> Corporations and Businesses
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### PRIMARY CUSTOMER CONTACT INFORMATION: (Required to process enrollment)

CONTACT NAME (PRINT)	CONTACT TITLE	CONTACT E-MAIL ADDRESS	PHONE#
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PROVISTA Sales Rep Initials: \_\_\_\_\_

NuEdge Sales Rep Initials: \_\_\_\_\_

SEND TO NUEDGE VIA FAX: 615-208-1689 OR EMAIL:  
[MEMBERINQUIRY@NUEDGEALLIANCE.COM](mailto:MEMBERINQUIRY@NUEDGEALLIANCE.COM)

Revised Jan 2018

## PROVISTA GPO PARTICIPATION AGREEMENT

This Provista GPO Participation Agreement (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "**Effective Date**"), by and between Provista, Inc. ("**Provista**"), a Delaware corporation, and \_\_\_\_\_ ("**Customer**").

- I. **Definitions.** When used in this Agreement, the following terms have the following meanings: (A) "**Covered Items**" means goods, services or intangible rights;  
(B) "**Provista Party**" means Provista and any parent, affiliate, subsidiary, or designated agent of Provista;  
(C) "**Provista Supplier Agreement**" means an agreement between a Provista Party and a Supplier, pursuant to which the Supplier makes Covered Items available for purchase by Provista customers; and  
(D) "**Supplier**" means a vendor or distributor of Covered Items.
- II. **Authorization.** Customer hereby authorizes the Provista Parties to act as Customer's non-exclusive group purchasing agents for purposes of negotiating and entering into Provista Supplier Agreements. Notwithstanding the foregoing, this authorization shall be contingent upon Customer's proper and timely completion of any necessary enrollment forms or declaration documents. Nothing in any Provista Supplier Agreement shall, in any way, obligate Customer to purchase, license or lease any Covered Item thereunder.
- III. **Provista Supplier Agreements.** Customer acknowledges and agrees that (1) before it may purchase through Provista Supplier Agreements, Provista may need to ensure that its Suppliers are willing to do business with Customer, and (2) in the event that Customer purchases Covered Items pursuant to a Provista Supplier Agreement, Customer shall comply with any and all applicable terms and conditions set forth in such Provista Supplier Agreement.
- IV. **Supplier Fees and Disclosure Reports.** Customer acknowledges and agrees that, pursuant to the terms of Provista Supplier Agreements, Provista may receive fees from Suppliers ("**Supplier Fees**") for Provista's provision of certain services to Suppliers. Except as noted below, each Provista Supplier Agreement provides for Supplier Fees that are fixed at three percent or less of the purchase price of the Covered Items. With respect to Provista Supplier Agreements providing for Supplier Fees that are not fixed at three percent or less of the purchase price of the Covered Items, Customer (or its authorized agent or designee) has been given access to a secure, electronic web-based database that lists all such Supplier Fees, which shall be updated by Provista from time to time, as necessary. Provista shall provide Customer (or its authorized agent or designee) with, or provide Customer with access to, an annual report listing Customer's purchases under Provista Supplier Agreements and the associated Supplier Fees received by Provista based on such purchases.
- V. **Compliance with Law; Own Use.** Customer represents, warrants and guarantees that at all times during the Term of this Agreement, Customer shall comply with all applicable federal, state and local laws. Customer represents and warrants that all goods purchased through Provista Supplier Agreements will be for Customer's "own use," and in no event shall Customer sell, resell, lease or otherwise transfer goods purchased through Provista Supplier Agreements to a third party unless expressly permitted by the terms of the applicable Provista Supplier Agreement. Any breach of the foregoing representation and warranty may result in immediate termination of this Agreement.
- VI. **Term; Termination Without Cause.** The initial term of this Agreement shall commence as of the Effective Date and continue for one (1) year (the "**Initial Term**"). The Initial Term shall renew automatically from year to year, unless earlier terminated as set forth herein (each, a "**Renewal Term**"). The Initial Term and all Renewal Terms are collectively referred to herein collectively as the "**Term**." Either party may terminate this Agreement at will and without cause at any time upon ninety (90) days' prior written notice to the other party.
- VII. **Confidentiality.** Customer shall not disclose to any third party, other than its employees or agents with a need to know who have been advised of the confidentiality restrictions contained in this Agreement, or use for any

purpose other than compliance with this Agreement, any of the Confidential Information of Provista except as required under court order or the Freedom of Information Act (5 U.S.C. §552). **"Confidential Information"** means all information relating to the prices and usage of the Covered Items purchased by Customer, terms of all Provista Supplier Agreements, all Provista information related to its services and programs that are proprietary and not readily available through sources in the public domain.

- VIII. **Entire Agreement; Assignment; Choice of Law.** This Agreement constitutes the entire agreement of the parties with respect to the transactions contemplated hereby. This Agreement supersedes all written or oral prior agreements or understandings with respect to the subject matter hereof. Provista may, without the consent of Customer, assign this Agreement to a Provista Party or to the successor in interest in the event of a merger or sale of substantially all of its assets. This Agreement will be construed under and governed by the laws of the State of Texas.
- IX. **Limitation of Liability.** Neither party shall be liable for special, incidental or consequential damages under this Agreement, even if advised of the possibility thereof. All remedies available to an aggrieved party herein under this Agreement, at law, or in equity, are cumulative and not mutually exclusive. Provista and its parent, subsidiaries, affiliates, directors, officers, agents and employees shall not be liable to Customer for any act, or failure to act, in connection with any Provista Supplier Agreement (or Provista program), including, but not limited to, any failure of a Supplier to furnish the Covered Items that the Supplier has agreed to furnish under any Provista Supplier Agreement. Without limiting the generality of the foregoing, Provista hereby disclaims and excludes any express or implied representation or warranty regarding any Covered Items under any Provista Supplier Agreement (or Provista program).

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

**PROVISTA, INC.**

**Customer**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

