

INDIAN HEALTH SERVICE NATIONAL SUPPLY SERVICE CENTER
501 NE 122nd Street, Suite F, Oklahoma City, OK 73114

Director: CAPT Robert Hayes

TEL NO.: (405) 951-6000 FAX NO.: (405) 951-6057 attn: Cyrena Casey

CUSTOMER AGREEMENT

REQUEST TO USE

- (1) PHARMACEUTICAL PRIME VENDER (PPV) (2) MEDICAL/SURGICAL PRIME VENDOR (MSPV) (3) DISTRIBUTION CENTER
TO SUPPORT FEDERAL, TRIBAL & URBAN HEALTH CARE FACILITIES

(Selection of PPV or MSPV allows access to Dental, Lab, X-ray, and Diabetic Supplies)

Date: _____	Area Office: _____	Tax ID: _____
Type of facility: <input type="checkbox"/> Federal <input type="checkbox"/> Tribal <input type="checkbox"/> Urban Indian Organization	DEA Lic: _____	
Name of I/T/U: _____		
Type of program: <input type="checkbox"/> Hospital <input type="checkbox"/> Health Center <input type="checkbox"/> Health Station <input type="checkbox"/> Village Clinic		
Recipients of services: _____		
Name of CEO: _____		
Tel No: _____	E-Mail: _____	
Name of Chief Pharmacist: _____		
Tel No: _____	E-Mail: _____	
Physical Address: _____	Tel No: _____	
Physical City: _____	State: _____	Zip Code: _____
	Fax No: _____	

FINANCE	Finance Main Phone _____	Finance Main Fax _____
Finance Name _____	Account Receiving Name _____	Accounts Payable Name _____
Email _____	Email _____	Email _____
Phone _____ Ext _____	Phone _____ Ext _____	Phone _____ Ext _____
Billing Name _____	Billing Address _____	
	City _____	State _____ Zip Code _____
Name(s) of Individual(s) to receive monthly billing for payment: _____		
Finance Signature: _____		

PHARMACEUTICAL PRIME VENDOR
Point Of Contact
Name _____
Email _____
Phone _____ Ext _____
Estimated Annual Usage _____

MEDICAL/SURGICAL PRIME VENDOR
Point Of Contact
Name _____
Email _____
Phone _____ Ext _____
Estimated Annual Usage _____

NSSC DISTRIBUTION CENTER
Supply Point Of Contact
Name _____
Email _____
Phone _____ Ext _____
Estimated Annual Usage _____

PURPOSE AND SCOPE: The purpose of this Agreement is to set forth the terms and conditions under which the Indian Health Service (IHS) National Supply Service Center (NSSC) acquires pharmaceuticals, medical supplies, or other supplies for the I/T/U, either directly or from other Federal agencies, that are not directly available to the I/T/U under Federal law, including acquisitions from prime vendors. The pharmaceuticals, medical supplies, and other supplies from the NSSC will be used to carry out programs, services, functions and activities of the I/T/U, subject to restrictions or conditions placed on such access by the Department of Veteran's Affairs or other sources of supply. Also, the NSSC is under no obligation to provide supplies that are not available to the NSSC at the time of ordering.

AUTHORITY: Appropriation Act, of 2014, P.L. 113-76, 128 Stat. 5 (2014) and subsequent Appropriation Acts; 25 U.S.C. §§ 5324(k), 5388 (e) and (f), and 1660g(e); 42 C.F.R. § 137.95; GSA Order ADM 4800.2G.

SUBMISSIONS: Each I/T/U facility must attach its DEA license to this Agreement and the applicable documents establishing access to the NSSC. For a Tribe, a copy of the Tribe's ISDEAA contract or compact and funding agreement must be attached. For an Urban Indian Organization, a copy of the IHCI Title V contract must be attached. This Agreement cannot be processed without the requested documentation. Each I/T/U must report any suspension, revocation, or renewal of any DEA license.

SUBSTANCE OF AGREEMENT: The I/T/U agrees that the following policies and procedures apply to users of the NSSC:

- (1) Indian Health Manual - Supply Management (Central Operations);
- (2) the NSSC Supply Catalog and related internal customer policies;
- (3) IHS Circular 91-10;
- (4) GSA Adm. Order 4800.2G (and its later versions);
- (5) FSS contracts requirements, terms, and conditions, including prime vendor contracts; and
- (6) any applicable Interagency Agreements between the VA and IHS.

LIMITATIONS: Products ordered under Federal contracts through the NSSC, including pharmaceuticals, are intended solely for the use of the I/T/U in carrying out PSFAs under their Title V Compact and/or Title I Contract for health services as authorized by the IHCI, ISDEAA, and other applicable Federal laws. These products obtained through NSSC may not be used for resale or barter and may only be administered or dispensed as authorized by IHCI, ISDEAA, and other applicable Federal laws. Any transfer of Federal contract priced items for the purpose of generating a profit on the difference between contract prices and commercial prices is an improper diversion of Federal supplies.

RECEIVING/DISCREPANCY: Receipt of products is assumed, unless order discrepancy reported within 72 hours of delivery. There is a 25% restocking fee for all credits and returns for items purchased from and returned to the NSSC Distribution Center.

REIMBURSEMENT: The I/T/U is responsible for reimbursing the NSSC for the actual cost of the pharmaceuticals, medical supplies, and other supplies without any mark-up.

FULL COST RECOVERY FEES: The I/T/U will pay Full Cost Recovery Fees (FCRFs) for use of the NSSC. The FCRFs will be used to fund the operational costs of the NSSC. The NSSC will review the FCRFs percentage annually and adjust the rate accordingly.

The FCRF for annual purchase items, such as the influenza vaccine, will be assessed annually and determined (based on the amount of funds needed to provide services) once the contract has been awarded.

SHIPPING: Shipping charges are not part of FCRFs and will be a separate charge.

BILLING AND PAYMENT: Upon the I/T/U's request to use the NSSC, the NSSC will invoice the I/T/U for a 60-day advance payment, based upon 2/12th of the total billing for the previous year. Prior to receiving services from the NSSC, the I/T/U will pay the 60-day advance payment. Thereafter, the NSSC will send a Bill-for-Collection to the I/T/U on the first business day of each month for pharmaceuticals, medical supplies, and other supplies purchased during the previous month. The monthly invoices will include any credits received and processed by the NSSC to which the I/T/U is entitled and have not been transmitted to it. Payment is due within fifteen (15) days from the date of issuance of the Bill-of-Collection. The payment will be made payable to the IHS and is to be submitted to:

Oklahoma City Area Indian Health Service
Attn: Division of Financial Management
P.O. Box 14175
Oklahoma City, OK 73113

The I/T/U agrees that it will issue payment that will be received by the NSSC no later than the due date for invoiced amounts.

The initial advance payment will be carried over to the next fiscal year, unless the I/T/U no longer wants to buyback these goods and services. If the I/T/U no longer wants to buyback these goods and services, the advance payment will be applied to the final two months in which good and services are received.

Under a Continuing Resolution, nothing in this provision shall require the I/T/U to provide payment in advance to the IHS, if IHS has not transferred such funds to the I/T/U. Likewise, the IHS will only be responsible for providing the pharmaceuticals and services under this Agreement to the extent payment has been provided in advance by the I/T/U.

RECONCILIATION: The NSSC will continue to make every effort to reduce operating costs. Any fees collected in excess of the actual operating costs of NSSC will be distributed or credited proportionally to all NSSC users based on their fees paid during the applicable FY.

POINT OF CONTACT: The I/T/U will notify the NSSC of any Point of Contact changes. The designated Account Payable POC is responsible for the timely payment of goods and services under this Agreement. Delinquent payments could result in a delay of purchasing and providing goods and services until payments are up-to-date.

ENTIRETY OF AGREEMENT: It is expressly agreed that this written Agreement represents the entire understanding between the NSSC and the I/T/U and supersedes any prior agreements or understanding with respect to the subject matter herein. The I/T/U acknowledges that this Agreement is not a contract or any other form of agreement entered into under the Indian Self-Determination and Education Assistance Act, P.L. 93-638, and is not subject to the dispute procedures identified therein. Likewise, this Agreement is not incorporated into any Funding Agreement. Any changes or modifications to this Agreement must be in writing and be signed by both parties.

THIRD PARTIES: The I/T/U does not have the right to assign or transfer its rights to any third party under this Agreement.

PERIOD OF AGREEMENT AND TERMINATION: This Agreement will be effective upon date of signature by the Director of the NSSC and shall continue until amended or terminated. This Agreement may be terminated with or without cause at any time by either party upon thirty (30) days written notice to the other party. This Agreement terminates immediately if it is determined that there is an improper diversion of Federal supplies. If this Agreement is terminated, IHS will remit the remaining funds to T/U for services that were not provided or for services that were provided at a cost less than the estimated amount paid in advance by the T/U.

By signing this Agreement on behalf of the I/T/U, you affirm that you have full authority to do so and that your signature can and shall bind the I/T/U for which you sign, and you agree to the Terms of the Agreement contained herein.

FACILITY DIRECTOR/AUTHORIZED I/T/U CEO

Facility Director/CEO Signature: _____

Chief Pharmacist Signature: _____

This block is to be completed by the NSSC

Date Received by NSSC: _____

Remarks: _____

Application Approved

Application Disapproved and Reason: _____

Signature of Director, NSSC: _____

Date: _____