Marketing Opportunities
Become a Preferred Partner of NACHC and ViP
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Message from Tom Van Coverden

National Association of Community Health Centers
Value in Purchasing Program
102 South Alfred Street
Alexandria, VA 22314

Dear Colleagues,

As many of you already know, the National Association of Community Health Centers (NACHC) through its business affiliate, Community Health Ventures, has worked with Provista and Novation to promote their portfolio of vendors to Community Health Centers since 2003. NACHC markets the Provista/Novation portfolio under the NACHC brand Value in Purchasing (ViP). Since your organization is currently under contract with Provista and/or Novation you have an advantage over your competition through your association with ViP.

Many of you already work with Community Health Centers and know of the tremendous opportunities that exist in our industry. Further, most of you are aware that Congress passed -- and President Obama signed -- an unprecedented economic stimulus package. This bill, The American Recovery and Reinvestment Act of 2009 (“the stimulus package”) includes a historic investment in Community Health Centers of $2 billion. So far, the Obama administration announced the release of $1 billion in grants from these stimulus funds to support over 1,000 Community Health Centers across the country.

To this end we would like you to consider becoming a preferred partner of NACHC and ViP. Attached is a proposal detailing the many ways your organization can take advantage of your association with NACHC. Whether your organization is interested in exhibiting at our annual meetings, becoming a corporate member or working closely with our business development staff and sales team, NACHC has several ways in which your organization can gain exposure in our industry and drive business to your organization. Our goal at NACHC is to help Community Health Centers to be the best financial stewards of these taxpayer dollars and to help our partners to consistently gain access and exposure to our members. Please review the attached proposal. If for any reason this package does not meet your objectives, just let us know and we can work with you to create a package that is more suitable.

We thank you again for your consideration and please don’t hesitate to reach out to our marketing department if you should need any additional assistance.

Tom Van Coverden
President and CEO

www.nachc.com | www.communityhealthventures.com
The National Association of Community Health Centers (NACHC) was organized in 1971 as a network of health care organizations dedicated to addressing the widespread lack of access to basic health care. Today, Community Health Centers serve 18 million Americans at more than 7,000 sites located throughout all 50 states and U.S. territories. In general, NACHC’s work can be codified in one of four ways:

1. Provide research-based advocacy for health centers and their clients.
2. Educate the public about the mission and value of health centers.
3. Train and provide technical assistance to health center staff and boards.
4. Develop alliances with private partners and key stakeholders to foster the delivery of primary health care services to communities in need.

In addition to the $12.6 billion annual impact that Community Health Centers have on the economy, health centers are positioned for continued growth and further impact. NACHC’s Access for All America plan will preserve, strengthen, and expand the community health center model to serve 30 million patients by 2015. The recent stimulus and medical capacity expansion dollars awarded to Community Health Centers is a down payment on what NACHC believes will be a long term commitment. Additionally, NACHC seeks partners who share our vision and look for opportunities in achieving our mission.

**Community Health Ventures (CHV)** is the business development affiliate of the National Association of Community Health Centers (NACHC). Founded in 2000, CHV was created under the direction of health center leadership and tasked with creating workable solutions to the tremendous economic pressures facing today’s health centers. Currently CHV promotes several business programs to Community Health Centers. One of CHV’s most visible and widely accepted programs is it’s group purchasing program, Value in Purchasing (ViP). By negotiating group-purchasing agreements that achieve better pricing, service, and contractual terms for the products and services health centers use on a daily basis, the ViP Program helps health centers reduce costs and remain competitive.

**Value in Purchasing Program**

The Value in Purchasing (ViP) program is the only national group purchasing program endorsed by the National Association of Community Health Centers (NACHC).
What are Community Health Centers?

Community, Migrant, and Homeless Health Centers are non-profit, community-directed providers that remove common barriers to care by serving communities who otherwise confront financial, geographic, language, cultural and other barriers. Also known as Federally-Qualified Health Centers (FQHCs), they:

- are located in high-need areas identified as having elevated poverty, higher than average infant mortality, and where few physicians practice;
- are open to all residents, regardless of insurance status or ability to pay;
- tailor services to fit the special needs and priorities of their communities, and provide services in a linguistically and culturally appropriate manner;
- provide comprehensive primary and other health care services, including services that help their patients access care, such as transportation, translation, and case management;
- provide high quality care, reducing health disparities and improving patient outcomes;¹
- are cost effective, reducing costly emergency, hospital, and specialty care, and saving the health care system between $9.9 to $17.6 billion a year nationally.²

U.S. Health Centers

Approximate Number of Organizations 1,200
Approximate Number of Delivery Sites 7,000
Total Patients 18 million
Number Migrant/Seasonal Farmworker Patients 936,000
Number Homeless Patients 1 million

<table>
<thead>
<tr>
<th>Health Center Population</th>
<th>US Population³</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent at or Below 100% of Poverty, 2007</td>
<td>70%</td>
</tr>
<tr>
<td>Percent Under 200% of Poverty, 2007</td>
<td>91%</td>
</tr>
<tr>
<td>Percent Uninsured, 2007</td>
<td>39%</td>
</tr>
<tr>
<td>Percent Medicaid, 2007</td>
<td>35%</td>
</tr>
<tr>
<td>Percent Medicare, 2007</td>
<td>8%</td>
</tr>
<tr>
<td>Percent Hispanic/Latino, 2007*</td>
<td>34%</td>
</tr>
<tr>
<td>Percent African American, 2007*</td>
<td>28%</td>
</tr>
<tr>
<td>Percent Asian/Pacific Islander, 2007*</td>
<td>4%</td>
</tr>
<tr>
<td>Percent American Indian/Alaska Native, 2007*</td>
<td>1%</td>
</tr>
<tr>
<td>Percent White (Including Hispanic/Latino), 2007*</td>
<td>62%</td>
</tr>
<tr>
<td>Percent Rural, 2007</td>
<td>44%</td>
</tr>
</tbody>
</table>

¹ May not sum to 100% due to rounding and non-inclusion of two or more races. 0% may indicate <0.5%.
² Health center racial and ethnic population data may vary from last year due to changes in reporting.

Percent of Vulnerable U.S. Residents Served by Federally-Supported Health Centers⁴

Percent of Low Income, Uninsured, 2007 | 21%
Percent of Medicaid Beneficiaries, 2005 | 6%
Percent of Population at or Below 100% of Poverty, 2007 | 16%

Economic Benefits of U.S. Federally-Supported Health Centers

Wasted Expenditures on Avoidable Emergency Department Visits, 2006⁵ | $18.4 billion
Economic Benefits Generated for Local Communities, 2006² | $12.6 billion

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### U.S. Health Center Fact Sheet

Data for federally-funded health centers only and may therefore underreport the true volume of care. See note below.

### Health Center Staff and Related Patient Visits

<table>
<thead>
<tr>
<th>Service Type</th>
<th>FTE*</th>
<th>Patient Visits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care Physicians</td>
<td>7,994.1</td>
<td>30,466,259</td>
</tr>
<tr>
<td>NPs/PAs/CNsMs</td>
<td>4,692.9</td>
<td>13,459,408</td>
</tr>
<tr>
<td>Nurses</td>
<td>8,775.9</td>
<td>2,956,734</td>
</tr>
<tr>
<td>Dentists</td>
<td>2,107.5</td>
<td>5,623,942</td>
</tr>
<tr>
<td>Dental Hygienists</td>
<td>806.0</td>
<td>1,080,580</td>
</tr>
<tr>
<td>Behavioral Health Specialists</td>
<td>3,412.6</td>
<td>3,711,265</td>
</tr>
<tr>
<td>Pharmacy</td>
<td>2,165.8</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Enabling Services†</td>
<td>10,632</td>
<td>4,546,235</td>
</tr>
<tr>
<td>Other Staff</td>
<td>64,336.3</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>104,923</strong></td>
<td><strong>63,036,475</strong></td>
</tr>
</tbody>
</table>

* Full-time equivalent.
† Includes outreach workers, health educators, case managers, translators, transportation, eligibility assistance workers, and child care workers. Not all staff have related patient visits.

### Preventive Services Provided by Health Centers

#### Services Onsite*

- **Professional Services**
  - General Primary Medical Care: 100%
  - Prenatal Care: 70%
  - Preventive Dental Care: 74%
  - Mental Health Treatment/Counseling: 77%
  - Substance Abuse Treatment & Counseling: 51%
- **Preventive Services**
  - Hearing Screening: 86%
  - Vision Screening: 93%
  - Pharmacy: 35%
- **Enabling Services**
  - Case Management: 91%
  - Eligibility Assistance: 89%
  - Health Education: 98%
  - Interpretation/Translation Services: 89%
  - Transportation: 54%
  - Out stationed Eligibility Workers: 39%

*“Onsite” includes services rendered by employees, contracted providers, volunteers and others who render services in the health center's name. Health centers may also provide services through formal referral arrangements.

### Patient Visits and Patients by Selected Primary Diagnoses and Services

#### Medical Conditions
- Hypertension: 3,651,505 visits
- Diabetes mellitus: 3,152,953 visits
- Heart Disease (Selected): 582,144 visits
- Asthma: 830,991 visits
- Depression & Other Mood Disorders: 1,577,220 visits
- All Mental Health & Substance Abuse: 4,450,166 visits

#### Preventive Services
- Health Supervision Ages 0-11*: 3,768,442 visits
- Selected Immunizations*: 4,226,409 visits
- Oral Dental Exams: 2,688,743 visits
- Pap Test: 1,751,196 visits
- Mammogram: 591,305 visits
- HIV Test: 551,984 visits

* Well child visits.  
* Includes DPT, MMR, polio, influenza, hepatitis A & B, Hib, etc.

### Health Center Costs of Care

#### Average Cost per Patient
- Medical Costs per Medical Patient*: $386
- Dental Costs per Dental Patient: $344
- Total Cost per Total Patient*: $562

#### Average Cost per Patient Visit
- Medical Cost per Medical Patient Visit: $123
- Dental Costs per Dental Patient Visit: $144

* Excludes lab and x-ray as in previous years.

### Sources and Notes

Page 1 of this fact sheet includes NACHC estimates of patients of federally and non-federally funded health centers and expected patient growth for 2008. Data from federally funded health centers - including all data on page 2 – are based on Bureau of Primary Health Care, HRSA, DHHS, 2007 Uniform Data System (UDS). UDS includes data from Federally-Qualified Health Centers (FQHCs) that receive federal health center grants and are therefore required to report administrative, clinical and other information. Data do not account for a category of FQHCs that does not receive these funds, known as FQHC Look-Alikes. There are approximately 100 FQHC Look-Alikes across the United States. Consequently, data reflected on this page may underreport the true volume of care delivered by health centers.


For more information, email research@nachc.com.

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Marketing Opportunities

National Advertising: $10,000.00 ($15,000 value)

- Marketing and sales planning session with NACHC and CHV executives
- Quarterly HTML E-Mail Marketing Campaign
- Marketing and Branding Consulting
- Co-Branding Marketing Material Advertising Community Health Forum Magazine
- Website ad and general presence: www.communityhealthventures.com
- NACHC Staff Directory AD

Lead Generation Campaign: Please contact us for pricing information and terms

- Development of Lead Generation Campaign
- Marketing Consulting
- Script and Sales Message Consultation
- Coordinated Outbound Sales Calls
- Lead Qualification
- Client Relationship Development
- Sales and Product Training
- Reporting and Data Analysis
Sales and Marketing Agreement Information

Please complete the information below, once we have received the completed information our legal department will draft the final version of the agreement for your signature. An example of the Sales and Marketing Agreement can be found on the next page.

1. Vendor Name: _________________________________________________
2. State: ___________ Corporation, LLC, etc: ________________
3. Company and Product
   Description:____________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________

4. Term: _____________________________________________________________
5. Notices to Vendor:
   Vendor Name: ___________________________________________________________________
   Address: _______________________________________________________________________
   City, State, Zip: __________________________________________________________________
   
   Attention: _____________________________________________________________________
   Telephone: _____________________________________________________________________
   Facsimile: _____________________________________________________________________

If you need assistance completing this form please contact:
Danny Hawkins at: djhawkins@nachc.com or 703- 684-3934
Please fax completed form to: 703-995-0817
CHV – [Vendor] Agreement

This Agreement (“Agreement”) is entered into as of _____, 20__ (“Effective Date”) and is intended to serve as the principal understanding regarding product promotion and availability between Community Health Ventures, Inc., a District of Columbia corporation (“CHV”), and __________, a [state] [corporation, llc, etc.], (“VENDOR”). CHV and VENDOR are at times referred to herein collectively as the “Parties” and individually as a “Party.”

1. CHV was organized by the National Association of Community Health Centers (“NACHC”) to, among other purposes, purchase, sell and/or arrange for the purchase and sale of, and to market, high-quality, reasonably priced goods and services to health care providers, including, but not limited to, those health care providers who are defined as “Federally Qualified Health Centers” by 42 U.S.C. § 254c(b)(2) and 42 U.S.C. § 1395x(aa) (“FQHCs”), “covered entities” (as such term is defined by 42 U.S.C. §256b(a)(4)), other organizations, associations and networks of such community based providers, and all state and regional primary care associations and health center networks (hereinafter collectively referred to as “Community Health Centers” or “CHCs”).

2. [need blurb describing company and its services and/or products]

3. CHV and VENDOR wish to enter into this Agreement to (i) make VENDOR products and services available for purchase by CHCs through CHV’s “Value in Purchasing” products and services program, and (ii) cooperate and coordinate in an effort to make CHCs aware of the VENDOR products and services offerings available through CHV’s “Value in Purchasing” program.

4. Promotional Program. The Parties will work together to formulate a marketing/communication program to be implemented by CHV field-based personnel. This marketing/communication program will be designed to make CHCs aware of the products and services available through the CHV/VENDOR relationship. Materials related to the marketing/communication program and the CHV/VENDOR relationship shall be maintained and updated collaboratively by the Parties on a regular, periodic basis.

5. CHV Obligations. The obligations of CHV consist of: (i) making VENDOR products and services available for purchase by CHCs through inclusion of VENDOR products and services in CHV’s “Value in Purchasing” products and services portfolio; (ii) helping VENDOR make CHCs aware of the availability of VENDOR products and services
through CHV’s “Value in Purchasing” program; and (iii) identifying additional marketing opportunities for VENDOR which might lead to increased awareness of VENDOR product and services offerings among CHCs. For all National Advertising package purchases, CHV shall display VENDOR product and services information on the CHV website.

6. **VENDOR Obligations.** The obligations of VENDOR consist of, but are in no way limited to: (i) working with CHV to produce all marketing materials (such as flyers, post cards, brochures, and other program information); (ii) maintaining records on all sales of VENDOR products and services to CHCs, and sharing this information with CHV; (iii) compensating CHV for sales of VENDOR products and services to CHCs made through CHV’s “Value in Purchasing” program; and (iv) compensating CHV for marketing and other efforts to make CHCs aware of the availability of VENDOR products and services through CHV’s “Value in Purchasing” program.

7. **Data.** VENDOR shall provide CHV with written documentation reflecting all sales of VENDOR products to CHCs. VENDOR shall provide this documentation on a monthly basis in the format requested by CHV.

8. **Fees.** In return for CHV’s agreement to make VENDOR products and services available through CHV’s “Value in Purchasing” program, as well as CHV’s marketing of VENDOR products and services, VENDOR shall pay to CHV (i) a revenue share for all purchases of VENDOR products and services by CHCs (the “Revenue Share”), as detailed in the attached Exhibit A to this Agreement; and (ii) a fee for CHV’s marketing efforts on behalf of VENDOR products and services (the “Marketing Fee”), as detailed in the attached Exhibit B to this Agreement.

9. **Term and Termination.** The term of this Agreement between CHV and VENDOR shall be for a period of [X Number of] years, commencing on the Effective Date of this Agreement. This Agreement shall continue for a subsequent [X] year term, subject to mutual agreement by the Parties. Either Party may terminate this Agreement, without cause, provided such intent is communicated in writing to the other party upon 90 days advance notice. In the event this Agreement is terminated prior to the expiration of the term, with or without cause, VENDOR shall immediately pay to CHV any and all Revenue Share amounts due and owing to CHV for purchases of VENDOR products and services by CHCs up to the date of termination of this Agreement. Additionally, in the event VENDOR terminates this agreement without cause, each of the Parties agree that CHV shall be entitled to receive a payment from VENDOR (“CHV Liquidated Damages”) equal to twelve (12) times the highest monthly Revenue Share paid to CHV during the year preceding such termination. In the event such termination occurs before the first (1st) anniversary of the Effective
Date, CHV’s Liquidated Damages shall be calculated based upon the highest monthly Revenue Share paid to CHV from the Effective Date to the date of such termination.

10. **Relationship of Parties/Non-Assignment.** In regards to the duties and obligations of the Parties, as detailed in this Agreement, each Party shall be deemed an independent contractor. Unless otherwise stated, neither Party hereto is an agent, employer, partner, representative, broker, or joint venture entity of the other Party. Except as may be provided in this Agreement between CHV and VENDOR, neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. Neither Party may assign or subcontract any of its duties or obligations with respect to this Agreement without the other Party’s written consent, such consent not to be unreasonably withheld.

11. **Liability Limitation.** In no event will CHV or VENDOR be liable to the other or any third party for any lost profits, lost data, cost procurement on substitute goods or services, or any form of special incidental, direct, consequential or punitive damages of any kind (whether or not foreseeable) arising out of this Agreement between CHV and VENDOR, whether based on a breach of contract, tort (including negligence), product liability or otherwise, even if such party is informed in advance of the possibility of such damages.

12. **Expenses.** Except as otherwise noted, each Party shall bear its own costs and expenses in connection with both the negotiation and execution of this Agreement, as well as with the fulfillment of its obligations under this Agreement.

13. **Governing Law.** This Agreement between CHV and VENDOR shall be interpreted, construed, and enforced in accordance with the laws of the District of Columbia, applied without giving effect to any conflict of law principles.

14. **Compliance with Law.** The Parties represent, warrant, and guarantee that at all times during the term of this Agreement, and in the conduct of their business and in the performance of their obligations under this Agreement, comply with all applicable statutes, ordinances, rules and regulations of any and all federal, state, and municipal regulatory authorities.

15. **Invalid Provisions.** In the event any provision of this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement, and this Agreement will be construed
by limiting or invalidating such provision to the minimum extent necessary to make such provisions valid, legal, and enforceable.

16. **Governmental Approvals.** CHV and VENDOR agree that if at any time either of them receives a written opinion from independent counsel to the effect that this Agreement and/or the performance of its terms and provisions violates any federal or state law, rule, regulation, procedure or policy, or to the effect that this Agreement and/or performance of its terms and provisions could jeopardize participation by any CHC in the Medicare of Medicaid program, then CHV and VENDOR agree to promptly negotiate in good faith to amend or terminate this Agreement and take whatever other action that may be necessary to remove such violation, both prospectively and retroactively. Additionally, in the event that a Party is sued or notified that it is, or will become, subject to a governmental investigation regarding any of the matters covered by this Agreement, such Party shall promptly notify the other Party thereof.

17. **Assignment.** The Parties agree that the particular nature of each Party is essential to the core terms of this Agreement and that, unless otherwise detailed in this Agreement, the rights, duties and obligations accruing hereunder may not be transferred or assigned without the prior written consent of the non-assigning Party. This Agreement will inure to the benefit of and be binding on the parties and their permitted successors, assigns, heirs, and personal representatives.

18. **Other Implementing Actions.** The Parties agree to proceed diligently and in good faith to implement the contemplated relationship as soon as practicable, subject to approval of this Agreement by each Party. Each Party hereby agrees to perform any further acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

19. **No Rule of Construction.** The Parties expressly acknowledge and agree that no rule of construction shall apply to the interpretation of this Agreement which construes any language, whether ambiguous, unclear, or otherwise, in favor of or against any party by reason of that Party’s role in drafting this Agreement.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile.

21. **Amendment.** This Agreement may not be amended or modified, and no provision of this Agreement may be discharged or waived, except by a writing signed by both of the Parties hereto.
22. **Waiver.** The waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion. Additionally, the waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving Party.

23. **Confidentiality.** All information and data disclosed or exchanged as part of the negotiation of this Agreement shall be deemed confidential information. Such confidential information may only be disclosed upon the prior written agreement of the other Party. Each Party’s confidential information shall remain the property of that Party. Upon any termination or expiration of the relationship between the Parties, as detailed in this Agreement, each Party shall: (a) deliver immediately to the other Party all confidential information of the other Party, including but not limited to all written and electronic documentation, and which information and data shall include all copies thereof; (b) make no further use of it; and (c) shall make reasonable efforts to ensure that no further use of it is made by either Party or its officers, directors, employees, agents, contractors or any other person or third Party. Each Party’s confidentiality obligations under this section shall survive any termination or expiration of this Agreement.

24. **Notices.** Any notices under this Agreement will be sent by confirmed facsimile, nationally-recognized express delivery services, or certified or registered mail, return receipt requested, to the addresses of each of the Parties set forth below, or such other address as each Party may subsequently specify in writing. Notice by confirmed facsimile or express delivery will be deemed received effective upon delivery. Notice by certified or registered mail will be deemed received effective five days after dispatch.

Notice to CHV shall be sent to:

Community Health Ventures, Inc.
102 South Alfred Street
Alexandria, VA 22314
Attention: Gwen Siebert, COO
Telephone: 703-706-5753
Facsimile: 703-684-3629

Notice to [VENDOR] shall be sent to:

[VENDOR Name]
25. **Complete Agreement.** This Agreement, as well as any Exhibits attached hereto, constitutes the entire agreement of the Parties with respect to the transactions contemplated hereby, except to the extent modified or expanded by written documents making specific reference to this Agreement. This Agreement supersedes all written or oral prior agreements or understandings with respect to the subject matter hereof.

The Parties execute this Agreement with the intention that it be legally binding as of the date and year first written above.

COMMUNITY HEALTH VENTURES, INC.  

Authorized Signature  

/s/ Gwen Siebert, COO  
Print Name and Title  

Date  

[VENDOR]  

Authorized Signature  

/s/  
Print Name and Title  

Date
Exhibit A

In exchange for the services provided by CHV to [VENDOR] under this Agreement, [VENDOR] shall pay an annual revenue share to CHV. This revenue share shall equal [X]% of the total amount billed by [VENDOR] to CHCs. This revenue share shall be paid [frequency of payment, i.e., monthly] to CHV. [VENDOR] will provide documentation to CHV which shall reflect and support the revenue share paid to CHV.
Exhibit B

Marketing Packages - please sign and initial below the package

National Advertising: $10,000.00 ($15,000 value)
- Marketing and sales planning session with NACHC and CHV executives
- Quarterly HTML E-Mail Marketing Campaign
- Marketing and Branding Consulting
- Co-Branding Marketing Material
- Advertising Community Health Forum Magazine
- Website ad and general presence: www.communityhealthventures.com
- NACHC Staff Directory AD

Sign here ____________________________    Initial here __________________