



GPO and Contract Designation Form

Account Name _____ Date _____

Address _____ City _____ State _____ Zip _____

DEA Number _____ HIN Number _____ 340B ID _____

I HEARBY CERTIFY

SMP is my wholesaler to provide product under the following contract or contracts:

Primary GPO _____ Secondary GPO _____

Contract pricing will be determined by:

- Best Price among all contracts or Pre-determined priority order of contracts

Class of Trade

- Retail Pharmacy Closed Door Pharmacy Institution Physician Office
 Long Term Care Facility Specialty Facility Surgery Center Pain Management Clinic
 Substance Abuse Clinic Mail Order Home Infusion Government Facility
 Other _____

Business Description

List any individual or tier contracts

Table with 3 columns: Manufacturer, Product(s), Agreement Type. Rows 1-6.

If a pricing discrepancy is identified by Smith Medical Partners, a partnering buying group, a Smith Medical Partners supplier or a customer, Smith Medical Partners will credit and/or rebill Customer upon verification of the discrepancy, subject to Smith Medical Partners Return Goods Policy. Since Smith Medical Partners, under contractual pricing, often sells merchandise to Customer at a price below wholesale acquisition cost and must receive supplier chargeback to recover the cost of merchandise, supplier determinations of group or item eligibility for Customer are binding on both Smith Medical Partners and Customer. Adjustments of any pricing extended to Customer for which Customer is subsequently determined to be ineligible is the responsibility of Customer. Contract group pricing will be effective upon validation with the GPO and/or manufacturer.

The person signing this agreement has the authority to bind Customer to the terms and conditions set forth herein (if Customer is a corporation, attach corporate resolution). Unless otherwise permitted by law, signature of this declaration constitutes a representation by you and your company that product received at contract pricing will be used only for its own use as defined in Abbott Laboratories v. Portland Retail Druggist Association, 425 U. S. 1 (1976). Any other use of these products will constitute cause for immediate termination of this account.

Name _____ Title _____

Signature _____ Date _____