

Onmark GPO Membership Application and Agreement

Return completed and signed copy via fax or email to:
 Fax: 800.878.7343 | Email: Onboarding2@McKesson.com
 For questions please contact your account representative.

Account Representative Name: _____ | **Email:** _____

PRIMARY LOCATION:

McKesson Account #:		<input type="checkbox"/> Check if this site location is a bill to/admin only	
Legal Name:			
DBA (Doing Business As):			
Primary Contact Name:		Title:	
Physician DEA: <i>(must be registered to address listed below)</i>		HIN #:	
Address 1:			
Address 2:	City:	State:	Zip:
Primary Phone:	Fax:	Email:	
Primary Medical Specialty:	Check Box If: <input type="checkbox"/> Site location has a dispensing pharmacy		

ADDITIONAL LOCATION:

Site #:			
DBA (Doing Business As):			
Primary Contact Name:		Title:	
Physician DEA: <i>(must be registered to address listed below)</i>		HIN #:	
Address 1:			
Address 2:	City:	State:	Zip:
Primary Phone:	Fax:	Email:	
Primary Medical Specialty:	<input type="checkbox"/> Check if this site location has a dispensing pharmacy		

ADDITIONAL LOCATION:

Site #:			
DBA (Doing Business As):			
Primary Contact Name:		Title:	
Physician DEA: <i>(must be registered to address listed below)</i>		HIN #:	
Address 1:			
Address 2:	City:	State:	Zip:
Primary Phone:	Fax:	Email:	
Primary Medical Specialty:	<input type="checkbox"/> Check if this site location has a dispensing pharmacy		

ADDITIONAL LOCATION:

Site #:			
DBA (Doing Business As):			
Primary Contact Name:		Title:	
Physician DEA: <i>(must be registered to address listed below)</i>		HIN #:	
Address 1:			
Address 2:	City:	State:	Zip:
Primary Phone:	Fax:	Email:	
Primary Medical Specialty:	<input type="checkbox"/> Check if this site location has a dispensing pharmacy		

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Physician DEA: <i>(must be registered to address listed below)</i>		HIN #:	
Address 1:			
Address 2:	City:	State:	Zip:
Primary Phone:	Fax:	Email:	
Primary Medical Specialty:	<input type="checkbox"/> Check if this site location has a dispensing pharmacy		

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DBA (Doing Business As):			
Primary Contact Name:		Title:	
Physician DEA: <i>(must be registered to address listed below)</i>		HIN #:	
Address 1:			
Address 2:	City:	State:	Zip:
Primary Phone:	Fax:	Email:	
Primary Medical Specialty:	<input type="checkbox"/> Check if this site location has a dispensing pharmacy		

PHYSICIANS:

List all physicians in your practice/center (*Attach additional sheets as needed*).

First Name:		Last Name:		
Email:		DEA#:		
Primary Specialty:				
<input type="checkbox"/> Medical Oncology	<input type="checkbox"/> Gastroenterology	<input type="checkbox"/> Hematology Oncology	<input type="checkbox"/> Ophthalmology	<input type="checkbox"/> Nephrology
<input type="checkbox"/> Radiation Oncology	<input type="checkbox"/> Rheumatology	<input type="checkbox"/> Urology	<input type="checkbox"/> Dialysis	
<input type="checkbox"/> Other (Please Specify):				

First Name:		Last Name:		
Email:		DEA#:		
Primary Specialty:				
<input type="checkbox"/> Medical Oncology	<input type="checkbox"/> Gastroenterology	<input type="checkbox"/> Hematology Oncology	<input type="checkbox"/> Ophthalmology	<input type="checkbox"/> Nephrology
<input type="checkbox"/> Radiation Oncology	<input type="checkbox"/> Rheumatology	<input type="checkbox"/> Urology	<input type="checkbox"/> Dialysis	
<input type="checkbox"/> Other (Please Specify):				

First Name:		Last Name:		
Email:		DEA#:		
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<input type="checkbox"/> Radiation Oncology	<input type="checkbox"/> Rheumatology	<input type="checkbox"/> Urology	<input type="checkbox"/> Dialysis	
<input type="checkbox"/> Other (Please Specify):				

First Name:		Last Name:		
Email:		DEA#:		
Primary Specialty:				
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<input type="checkbox"/> Radiation Oncology	<input type="checkbox"/> Rheumatology	<input type="checkbox"/> Urology	<input type="checkbox"/> Dialysis	
<input type="checkbox"/> Other (Please Specify):				

First Name:		Last Name:		
Email:		DEA#:		
Primary Specialty:				
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<input type="checkbox"/> Radiation Oncology	<input type="checkbox"/> Rheumatology	<input type="checkbox"/> Urology	<input type="checkbox"/> Dialysis	
<input type="checkbox"/> Other (Please Specify):				


This Agreement (this "Agreement") is entered into between Onmark, Inc., A McKesson Specialty Health organization (the "Onmark GPO") located at 123 Mission St., 4th floor, San Francisco, CA 94105 (the "GPO Address"), and the physician or physician group (the "Member") with an address identified above (the "Member Address").

The Onmark GPO provides access to valuable clinical, educational, technology, information and management services that address clinic operational issues, including group purchasing (the "Member Services"). Member is a licensed physician or physician group, whose members are licensed physicians, and who wishes to obtain Member Services. Please note: any modifications made to this document render it void.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, which constitute good and valuable consideration, it is hereby agreed as follows: Member enrolls as a member of the Onmark GPO, and shall have access to the Member Services. Member authorizes the Onmark GPO to negotiate and manage on Member's behalf contracts with pharmaceutical and other vendors ("Vendors") for various products and services (the "GPO Contracts"). Member agrees to be bound by terms contained in all GPO Contracts which are applicable to Member, copies of which GPO Contracts are available for review at Onmark GPO's offices. Member acknowledges and agrees as follows:

- (a) all product purchases it makes through GPO Contracts are solely for Member's own use, and the resale or re-distribution of such products to another entity (other than a patient) is prohibited;
- (b) all GPO Contracts (and all terms and conditions thereof) are the confidential and proprietary information of the Onmark GPO (the "Confidential Information"), and Member shall not disclose any Confidential Information to any third party including, but not limited to, other group purchasing organizations, wholesalers, distributors or manufacturers, without the prior written consent of the Onmark GPO, except as required by law;
- (c) The Onmark GPO may conduct sales and transaction data collection and reporting in relation to GPO Contracts;
- (d) Member must account for and retain records (including invoices) as required by law in relation to any discount or rebate earned under any GPO Contract in compliance with all applicable federal, state and local laws and regulations, including, without limitation, accurately reporting any discounts or rebates as required by law, Medicare, Medicaid or any other federal or state funded healthcare plan, and further that upon request by a Vendor, the United States Department of Health and Human Services ("HHS") or a state healthcare agency, Member is responsible for providing the requesting entity with information regarding such discounts or rebates; and
- (e) The Onmark GPO shall receive and may retain fees from Vendors in consideration for monitoring, facilitating, negotiating, managing and administering GPO Contracts. Such fees shall equal 3 percent or less of the purchase price of the goods or services provided by the Vendors to the Member, except that if Onmark GPO earns from any Vendor fees in excess of 3 percent, the Onmark GPO shall provide Member with initial and annual notice identifying such Vendor. Additionally, the Onmark GPO will disclose in writing annually to Member, and to HHS upon request, the amount received from each Vendor with respect to Member purchases under this Agreement. The initial term of this Agreement is one (1) year, and will automatically renew for successive one (1) year terms unless either party provides written notification to the other within thirty (30) days prior to the expiration of the Agreement of the nonrenewal of this Agreement. Either party may terminate this Agreement for any reason with 30 days prior written notice to the other party. All notices shall be effective upon receipt at the GPO Address or the Member Address (as the same may be updated from time to time in writing by the Member or the Onmark GPO). The Onmark GPO conducts its operations under a code of conduct (the "Code"), which Code may be modified from time to time, and which addresses, among other issues, Onmark GPO's relationship with its affiliate McKesson Corporation.

The Onmark GPO and its affiliates shall have no liability whatsoever for Onmark GPO's provision of the Member Services. The Onmark GPO and its affiliates shall not be liable for any indirect, special, incidental, or consequential damages (including, but not limited to, damages for loss of business OR loss of profits), whether based on breach of contract, breach of warranty, tort, or otherwise, even if advised of the possibility of such damages.

Practice Legal Name:	Onmark GPO
By:	By:  <i>(signature of authorized representative of the Onmark GPO)</i>
Print Name and Title:	Print Name and Title: Mike Cunningham, Pharm.D. VP & GM, GPO Services
Date:	Date:

Internal Use Only

Check if this site location has:			
<input type="checkbox"/> In-Office Dispensing	Account Number:		
<input type="checkbox"/> Duplicated Account:	Duplicated Account Number:		
Check if the Manufacturer/Product Type for this Account is:			
<input type="checkbox"/> Dendreon	Account Number:		
Check if Merger/Acquisition:			
<input type="checkbox"/> M/A Date:		<input type="checkbox"/> Prior Acct Deact Date:	
<input type="checkbox"/> Accts to Deact:			