

This Provider Certification ("Certification") is made by the undersigned provider ("Provider") to Abbott Nutrition, a division of Abbott Laboratories Inc. ("Abbott Nutrition") regarding Provider's purchases of Abbott Nutrition medical enteral products ("Products"), and shall apply to Provider's purchases of Product, whether purchases are made directly from Abbott Nutrition or indirectly through a distributor.

1. **Own Use.** Provider represents, warrants and covenants that whether Provider purchases Products directly from Abbott Nutrition or indirectly through a distributor, Provider will purchase Products solely for its Own Use (as hereinafter defined) in providing care to its patients as an Authorized Health Care Provider (as hereinafter defined). For purposes of this section, "Own Use" shall mean those uses that are part of providing health care services and products directly to patients who are in an institution or in such patient's home within the 50 United States. "Authorized Health Care Provider" shall mean an entity that: (a) is licensed to provide health care services and Products directly to its patients in an institutional setting; (b) is an entity that provides Products to a patient beneficiary and bills under the entity's own provider number to a third party payor; or (c) provides healthcare products and services directly to its patients in the patient's homes, where such patients are under the care of a licensed health care professional and have received a written order issued by the professional for use of Products under a plan of care, and the entity has been designated in writing as the authorized agent to supply Products pursuant to the plan of care. Authorized Health Care Provider shall not include a person or entity that provides services in the following settings: physicians or physician's offices, senior independent living or retirement centers, or assisted living residences without skilled care,, food and drug wholesalers/retailers, distributors and other similar resellers, retail pharmacies, retail stores, and companies that provide home delivery services, Internet ordering and delivery services, or similar services, unless such services are provided as a part of an Authorized Health Care Providers Own Use. Products will not be purchased for distribution in any manner that would compete in the retail marketplace. In addition, Products purchased under this Agreement shall not be resold or provided to any employee of Provider or any other entity or person outside of the Own Use requirements defined herein.
2. **Own Use Reimbursement.** Provider shall reimburse Abbott Nutrition an amount equal to the difference between the pricing under this Agreement and Abbott Nutrition's trade price in effect at the time of purchase, plus a 15% administrative charge for each Product purchase in violation of the Own Use provisions of this Letter of Participation or the GPO Agreement.
3. **Audit.** Upon Abbott Nutrition's request, an officer with financial oversight responsibility shall certify that Provider is in compliance with this Certification and will permit Abbott Nutrition or a third party designated by Abbott Nutrition to audit Provider's records to verify compliance with this Certification. Provider shall, in a timely manner, provide Abbott Nutrition or its third party designee, with all records necessary to perform such audit(s) and shall take all steps necessary to ensure that such records are provided to Abbott Nutrition in compliance with all applicable federal and state laws, including but not limited to, the HIPAA Privacy and Security Standards. Abbott Nutrition will take all reasonable steps to maintain the confidentiality of the information provided. If Provider refuses to provide such information in a timely manner to enable Abbott Nutrition or its representative to conduct such audit, then Abbott Nutrition may immediately: (a) terminate any agreement to supply Product to Provider; (b) withhold shipments of Product to Provider; and (c) seek reimbursement for the difference between Abbott Nutrition's net price for Product sold to the distributor that resold Product to Provider and Abbott Nutrition's trade price in effect at the time of purchase, plus a 15% administrative charge.
4. **Termination.** In the event of any breach of any representation or other provision of this Certification, Abbott Nutrition may, without limitation of any other rights or remedies available to Abbott Nutrition, immediately terminate any agreement to supply Product to Provider and withhold shipments of Product to Provider. Abbott Nutrition may also notify distributors that they are not authorized to sell Products to Provider.
5. **Miscellaneous.** If Provider purchases Products indirectly through a distributor, then Provider acknowledges that Abbott Nutrition is an intended beneficiary under this Certification. The name and address of Provider's distributor(s) for Product purchases follows:

Distributor Name, Address, and Abbott Nutrition Account#:

Acknowledged and agreed:

Provider Name: _____

By (Signature): _____ Date: _____

Print Name/Title: _____

Provider Address, City, State, Zip: _____

Phone: _____ DEA Number: _____ HIN Number: _____