

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 6, 2006

NOTICE
 OF
 CONTRACT NO. 071B6200187
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR ASD Healthcare 4006 Beltline Road, Suite 200 Addison, TX 75001 www.fluvaccinedirect.com	TELEPHONE: Cash Link Ph 214-476-9272 Fx 800-547-9413
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-4245 Darleen Burnham-Heim, CPPB
Contract Compliance Inspector: Darleen Burnham-Heim GSK Influenza Vaccine and/or Chiron's Fluvirin Vaccine – Statewide Usage for 2006/2007 Inoculation Year	
CONTRACT PERIOD: From: January 15, 2006 To: December 31, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">As Specified</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

The terms and conditions of this Contract are those of Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)'s Contract #MMS26002. This contract is between MMCAP and ASD Healthcare. In the event of any conflicts between the specifications, terms and conditions indicated by MMCAP and those indicated by the vendor, those of MMCAP take precedence.

Products:

1. **GSK Influenza Vaccine (formerly IDB)**
2. **Chiron's Fluvirin (10 dose vials)**
3. **Chiron's Pre-filled Syringes**

Attachments:

- **MMCAP Contract #MMS26002**
- **Ordering Information**
- **ASD Pre-Book Order Request Form**

Estimated One (1) Year/Season Contract Cost: \$147,000.00



MMCAP Contract Number MMS26002

**STATE OF MINNESOTA
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY
Influenza Vaccine**

This contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and ASD Specialty Healthcare, Inc. ("Vendor" or "ASD").

Under Minn. Stat. § 16C.03, the Commissioner of Administration on behalf of MMCAP is empowered to engage such assistance as deemed necessary.

MMCAP is a group purchasing organization which contracts for pharmaceuticals for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, cities, townships, and counties ("MMCAP Participating Facilities").

The Vendor wishes to contract with MMCAP to supply influenza vaccine.

Contract

1 Term of Contract

1.1 **Effective date:** January 15, 2006, or the date the MMCAP obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later.

1.2 **Expiration date:** December 31, 2006, or as cancelled pursuant to clause 17.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this contract: 5. Liability; 6. State Audits; 7. Government Data Practices; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Contracted Vaccine

2.1 Product #1 IDB Fluviral®

(Pending FDA Approval)

Indication: 18 years +of age and older.

Pricing:

All products are nonreturnable

10 doses per vial

\$97.37 per vial + \$7.50 Excise Tax = Total \$104.87

2.2 Product #2 Chiron's Fluvirin®

Indication: 4 years of age and older.

Pricing:

All products are nonreturnable

10 doses per vial

\$97.37 per vial + \$7.50 Excise Tax = Total \$104.87

Chiron's Pre-filled Syringe (0.5ml/10/Bx Syringes)

10 Syringes per box

\$124.48 per box of 10 syringes + \$7.50 Excise Tax = \$131.98



MMCAP Contract Number MMS26002

2.3 Pre-booking Begins January 15, 2006, and ends May 1, 2006, or when the number of vials allotted to MMCAP are pre-booked (1.5 million doses), whichever is earlier.

Live: 1-(866)-281-4FLU(4358)

Monday - Friday 7 a.m. to 6 p.m., Central Time.

On-line: www.fluvaccinedirect.com

Fax: 1-800-547-9413

ASD's pre-book order form (available on www.mmcap.org in "Member News" under "Supporting Documents").

Be sure to place orders in terms of the number of 10-dose vials required, not in terms of the number of doses.

Facilities that did not order last year will be required to complete a business application if an existing account is not set up or has been inactive for greater than one year.

Modifications/Cancellation:

Orders may be modified or cancelled by ordering facility until August 1, 2006. All Influenza vaccine is non-returnable after it has been shipped.

Delivery:

No delivery date is guaranteed. ASD agrees to use all reasonable commercial efforts to deliver all pre-booked product to all members in good standing on or before November 1, 2006 (subject to any superseding requirement imposed by a government authority, including, but not limited to, any requirement imposed in connection with an influenza epidemic or pandemic). ASD will notify members of any delay in the delivery schedule, and the estimated extent of such delay, promptly after learning of such delay. ASD will provide to all pre-booked customers on or before July 31, 2006 a non-binding estimate of the percentage of that will be available for sale by October 1, 2006.

MMCAP acknowledges that Vendor is not a manufacturing entity. Based on the potential volatility in the flu vaccine market and manufacturers' inability to provide a guarantee to supply provision, MMCAP acknowledges that Vendor does not guarantee any supply of flu vaccines to MMCAP or its members. Neither Vendor nor any of its affiliates guarantee any specific delivery date or quantity of flu vaccines to MMCAP or any member, and neither Vendor nor any of its affiliates will be liable for any delays or product shortages. In no event shall Vendor be liable to MMCAP or any member for incidental, special, or consequential damages from any cause, including without limitation, damages resulting from any unavailability or delays in shipments of, or defects in, flu vaccines. If vaccine supply is limited through no fault of Vendor and is inadequate to meet demand, Vendor will work in conjunction with MMCAP to obtain alternative supply.

2.4 First DataBank, Inc. All contracted products must be included in the database of First DataBank, Inc., unless such designation is expressly waived by an MMCAP authorized representative.

2.5 Contract Changes. The Vendor must send confirmation of fully executed contract amendments to the MMCAP distributor network within 10 working days of the time that documentation of the change is received by the Vendor from MMCAP.



MMCAP Contract Number MMS26002

2.6 MMCAP Participating Facilities. The Vendor must allow qualified new state agencies and political subdivisions joining MMCAP to be added to the current participants' list and access contract prices throughout the term of this contract. Some Participating Entities statutorily permit non-profit facilities to access the Participating Entity's contracts, thus permitting MMCAP membership. The MMCAP membership list distinguishes these facilities. As new facilities are added to MMCAP, the Vendor will be given 30 days, from date of notification, to implement coverage for the newly participating facility.

MMCAP reserves the right to add and delete other members, state and political subdivision facilities, during the life of this contract, however, Vendor retains the right to determine which MMCAP members may receive its pricing.

Participating facilities will be required to complete an ASD business application if an existing account is not set up or has been inactive for greater than one year. All participants are required to abide by conditions as presented in the Terms and Conditions of the business application. The business applications covers, terms, payment, credits and returns, orders and shipping, the Prescription Drug Marketing Agreement (PDMA) guidelines, and licensure requirements. ASD will not hold shipments or limit orders so long at MMCAP participants are in compliance with these terms and conditions as outlined within the business application and/or current policy.

2.7 Reports.

2.7.1 Vendor must supply MMCAP with regular updates during pre-booking. Upon completion of pre-booking and again within 30 days of Vendor's final shipment, Vendor must submit to MMCAP a final sales report to Mn.MMCAP@admin.state.mn.us. This report **must** contain the following:

- a) DEA/HIN; b) Facility name; c) Address; d) City; e) State; f) Zip; g) Product's 11 digit NDC; g) Products trade name; h) Quantity sold; i) Price per container; and j) Total Sales total in dollars.

2.7.2 Administrative Fee. In consideration for the reports and services provided by MMCAP, The Vendor will pay an administrative fee on all purchases (minus any credits) made through the MMCAP distributor or directly with the Vendor under this agreement. The Vendor must submit a summary of all MMCAP member business transacted under this contract along with a check payable to "State of Minnesota Cooperative Purchasing Venture Revolving Fund" for an amount equal to 1.50 percent of MMCAP Participating Facilities' contract purchases. ASD will report such business and pay administrative fees to MMCAP based on net sales (shipped orders) on the following calendar schedule:

- For shipments on or before December 31, 2006, payment on or around February 15, 2007;
- For shipments from January 1 to March 31, 2006, payment on or around April 30, 2007;
- For shipments from April 1 to June 30, 2006 (contract term), payment on or around July 31, 2007.

All required usage reports related to the Administrative Fee must be sent to:

Mn.MMCAP@admin.state.mn.us. Reports must contain the following:

- a) DEA/HIN; b) Facility name; c) Address; d) City; e) State; f) Zip; g) Product's 11 digit NDC; g) Products trade name; h) Quantity sold; i) Price per container; j) Total Sales total in dollars; and k) Total administrative fee due in dollars.

2.8 DEA Number and HIN Numbers. Unless the MMCAP Participating Facility purchases controlled substances, the Vendor may not require that an MMCAP Participating Facility have a



MMCAP Contract Number MMS26002

Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from MMCAP Participating Facilities.

2.9 Own Use. All items acquired by MMCAP Participating Facilities under this contract are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

2.10 Direct Contracts with Member Facilities. MMCAP does not authorize any direct contracts with its members using "MMCAP Pricing." Any direct contracts between the Vendor and a Participating Facility may not refer to the pricing as "MMCAP Pricing."

3 Authorized Representatives. MMCAP's Authorized Representative is the Assistant Division Director, Materials Management Division, Department of Administration, 50 Sherburne Avenue, St. Paul, MN 55155 (MMCAP Manager).

The Vendor's Authorized Representative is Cash Link.

4 Assignment, Amendments, Waiver, and Contract Complete

4.1 Assignment. Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this contract without the prior consent of the parties and a fully executed Assignment Agreement.

4.2 Amendments.

4.2.1 Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office. As required by State of Minnesota policy, amendments will be drafted by MMCAP.

4.2.2 Member states may prepare a Participating Addendum to this contract, if required. Participating Addendum is an instrument that may be used in limited circumstances where the standard MMCAP contract terms and conditions do not include provision(s) required by the laws of the member state or when the standard MMCAP contract terms and conditions conflict with the laws of the member state. If these circumstances exist, a member state may prepare a Participating Addendum to set forth additional or altered terms and conditions agreeable to the member state, the Vendor, and MMCAP. The Participating Addendum applies only to the relationship between the state initiating the addendum and the Vendor. A Participating Addendum does not affect the rights of the other states or the obligation of the Vendor to the other states. The member state is responsible for creating and negotiating any Participating Addendum and must notify the MMCAP Authorized Representative and provide a copy of the Participating Addendum for approval prior to its execution.

4.3 Waiver. If either party fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

4.4 Contract Complete. This contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

5 Liability. Subject to Section 2.3 above, the Vendor will indemnify and defend MMCAP, its agents, and employees against any claims or causes of action, including reasonable attorneys'



MMCAP Contract Number MMS26002

fees incurred by MMCAP ("Claims"), to the extent arising out of any acts or omissions of the Vendor in connection with the performance of its obligations under this contract. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this contract.

Failure to give prompt written notice of a Claim will not relieve Vendor of liability except to the extent caused by such failure. Vendor will defend a Claim with counsel reasonably satisfactory to MMCAP and MMCAP will cooperate fully in such defense.

Pursuant to the Minnesota Constitution Article XI § 1, MMCAP is not permitted to indemnify the Vendor.

6 State Audits. Minn. Stat. § 16C.05, subd. 5, requires that the books, records, documents, and accounting procedures and practices of the vendor relevant to this contract are subject to examination by MMCAP and either the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract. Any audit will be done with reasonable prior written notice, during normal business hours, at MMCAP's expense.

7 Government Data Practices. The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MMCAP under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Vendor or MMCAP. If the Vendor receives a request to release the data referred to in this clause, the Vendor must immediately notify MMCAP. MMCAP will give the Vendor instructions concerning the release of the data to the requesting party before the data is released.

8 Publicity and Endorsement

8.1 Publicity. Any publicity regarding the subject matter of this contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

8.2 Endorsement. The Vendor must not claim that MMCAP endorses its products or services.

9 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Agreement are clearly inconsistent therewith, this contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

10 Antitrust. The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.



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11 Force Majeure. Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war, or raw material shortage that are beyond that party's reasonable control (financial inability to pay excepted).

12. Severability. If any provision of the resulting contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

13 Default and Remedies. Either of the following constitutes cause to declare the contract or any order under this contract in default:

- (a) Nonperformance of contractual requirements; or
- (b) A material breach of any term or condition of this contract.

Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for damages. If the default remains after the opportunity for cure, the nondefaulting party may:

- (a) Exercise any remedy provided by law or equity; or
- (b) Terminate the contract or any portion thereof, including any orders issued against the contract.

14 Certification.

Vendor guarantees that it has not adulterated or misbranded any products to be delivered pursuant to this agreement, within the meaning of the Food, Drug, and Cosmetic Act or any regulation of the Food and Drug Administration or the Minnesota State Board of Pharmacy. Vendor maintains appropriate state & federal licensure for all 50 states, the District of Columbia, and the Commonwealth of Puerto Rico.

15 Data Disclosure. In the event MMCAP obtains the Vendor's Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

16 Insurance Requirements. The Vendor will maintain and keep in force during the Term product liability, general public liability and property damage insurance. Such insurance will contain commercially reasonable policy limits which may be viewed at <http://www.marsh.com/MarshPortal/PortalMain?PID=AppMoiFAQ-Terms&CLIENT=900001146>. MMCAP will reserve the right to immediately terminate the contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor.

17 Cancellation. MMCAP or the Vendor may cancel this contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or services satisfactorily performed or products supplied through the contract cancellation date. Notwithstanding the foregoing, pre-book orders submitted by May 1, 2006 that are not cancelled or modified on or before August 1, 2006 shall be deemed firm purchase orders on that date, and may not be canceled or modified such orders at any time thereafter.



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MMCAP Contract Number MMS26002

1. ASD Specialty Healthcare, Inc.

By: [Signature]
Title: VP TRADE RELATIONS

Date: 1-25-06

2. MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: [Signature]

Title: Acquisition Management Specialist, Sr.

Date: 01-28-2006

3. Commissioner of Administration
Pursuant to Delegation

By: [Signature]

Date: Jan. 25, 2006




 Minnesota Department of Administration
 112 Administration Building, St. Paul, MN 55155
www.mncap.org, 651-296-2600

2006-2007 Influenza Vaccine Ordering Information
Updated February 21, 2006
All Changes are Underlined

If you have any questions, contact the manufacturer or distributor.

<u>ASD HEALTHCARE</u>	<u>FEF ENTERPRISES, INC.</u>	<u>MCKESSON</u>	<u>SANOFI PASTEUR INC.</u>
<p>Contract #: MMS26002</p> <p>Product #1 GSK Influenza Vaccine (Formerly IDB) <u>Indication:</u> Pending FDA Approval</p> <p>Pricing: All products are non-returnable 10 dose vial \$97.37 per vial + \$7.50 Excise Tax = Total \$104.87</p> <p>Product #2 Chiron's Fluvirin® <u>Indication:</u> 4 years of age and older.</p> <p>Pricing: All products are non-returnable 1) 10 doses per vial \$97.37 per vial + \$7.50 Excise Tax = Total \$104.87</p> <p>2) Chiron's Pre-filled Syringes</p>	<p>Contract #: MMS2003</p> <p>Product: Chiron's Fluvirin® <u>Indication:</u> 4 years of age and older.</p> <p>Pricing: All products are nonreturnable</p> <p>1) Chiron's Fluvirin® 10 dose vial \$103.40 per vial + \$7.50 Excise Tax = Total \$110.90. Limited to 2.5 million doses.</p> <p>2) Chiron's Fluvirin® Pre-filled Syringes (0.5ml/10Bx Syringes) \$127.43 per box of 10 syringes + \$7.50 Excise Tax = \$134.93. Limited to 500,000 doses.</p> <p>Prebooking: Begins immediately and ends when product is no longer available.</p> <p>Pre-book order forms are available on www.mncap.org in "Member News" under "Supporting Documents".</p>	<p>Contract #: MMS26004</p> <p>Product: GSK Influenza Vaccine (Formerly IDB) <u>Indication:</u> Pending FDA Approval</p> <p>Pricing: All products are non-returnable 10 dose vial \$96.54 per vial + \$7.50 Excise Tax = Total \$104.04</p> <p>Limited to 100,000 vials</p> <p>Prebooking: Begins immediately and ends June 30, 2006. Call at 800-328-8111x 6295.</p> <p>For information on the pre-book order forms, see below.</p> <p>Modifications/Cancellation: Cancellations or modifications to orders must be made prior to</p>	<p><u>NO LONGER AVAILABLE. ALL PRESENTATIONS ARE PREBOOKED.</u></p> <p>Contract #: MMS26001</p> <p>Product: Fluzone®</p> <p>Indication: 6 months and older depending upon the product, see below.</p> <p>Pricing: All products are non-returnable</p> <p>1) Fluzone® Influenza Virus Vaccine 6 months of age and older 5ml 10-dose vial \$101.35 + \$7.50 Excise Tax = \$108.85 Capped at vials 247,500 vials.</p> <p>2) Fluzone® Influenza Virus Vaccine, No Preservative</p>



<p>(0.5ml/10/Bx Syringes)</p> <p>\$124.48 per box of 10 syringes + \$7.50 Excise Tax = \$131.98</p> <p>Prebooking: Begins Immediately and ends May 1, 2006, or when the number of vials allotted to MM/CAP are pre-booked (1.5 million doses), whichever is earlier.</p> <p>Live: 1-(866)-281-4FLU(4358) Monday - Friday 7 a.m. to 6 p.m., Central Time.</p> <p>On-line: www.fluvaccinedirect.com</p> <p>Fax: 1-800-547-9413</p> <p>ASD's pre-book order form is available on www.mmcap.org in "Member News" under "Supporting Documents".</p> <p>Be sure to place orders in terms of the number of 10-dose vials required, not in terms of the number of doses.</p> <p>Facilities that did not order last year will be required to complete a business application if an existing account is not set up or has been inactive for greater than one year.</p> <p>Modifications/Cancellation: Orders may be modified or cancelled by ordering facility until August 1, 2006. All Influenza vaccine is non-returnable after it has been shipped.</p> <p>Delivery:</p>	<p>Mail: FFF ENTERPRISES, INC. Customer Service 41093 County Center Drive Temecula, CA 92591 Live: Phone: (800) 843-7477 Fax: (800) 418-4333 Internet: www.fluvaccine.net</p> <p>Modifications/Cancellation: Cancellations or modifications to orders must be made prior to August 1, 2006. No modifications or cancellations will be permitted after that date.</p> <p>Order confirmations will be provided after placement of orders and will either be faxed or e-mailed out to customers.</p> <p>A new account form will be provided and sent out by FFF to any MM/CAP members who are new customers to FFF. New customer account requests will be processed immediately following the completion of new account forms and notification of account status.</p> <p>Product purchased is for use by the MM/CAP members only and shall not be resold or redistributed other than to facilities owned by the MM/CAP members.</p> <p>Distribution Distribution of all influenza vaccine will be shipped to MM/CAP members in a specially designed and validated refrigerated container and will be shipped at no charge, either overnight or second day delivery.</p> <p>In an effort to allow all members an opportunity to serve the needs of high-risk patients, it is FFF's goal to fulfill all orders with an initial, partial shipment of flu vaccine as early in the season as possible. At this time, it is anticipated that an initial, partial</p>	<p>shipment.</p> <p>Delivery: Partial shipment by October 15, 2006, with the balance to be completed by December 15, 2006. The schedule is based on availability of product from the manufacturer.</p> <p>Prebooking Forms: There are 2 forms McKesson needs for pre-booking flu vaccine. Both forms can be downloaded from the MM/CAP website, www.mmcap.org, under these headings: MEMBER NEWS, SUPPORT DOCUMENTS, MCKESSON.</p> <p>1) Pre-Booking Form What is it? The Pre-Booking Form tells McKesson the MM/CAP facility information such as account name, account #, address, and contact. The sheet also communicates the number of vials to be pre-booked/reserved.</p> <p>Your MM/CAP account # is available to you on the MM/CAP website: http://www.mmcap.org/Default1.htm (See <i>What is MM/CAP & Membership?</i> then <i>Participating Facilities by State</i>). See the Excel spreadsheet. It lists, by facility, each MM/CAP account#. If your facility does not yet have an MM/CAP account number assigned, contact your specific state's link or call MM/CAP. Write "unknown" on the Mck form.)</p> <p>If you do not know your McKesson account #, write "unknown."</p> <p>2) Letter of Affiliation What is it? The Letter of Affiliation is proof that the address/location/facility to which we are shipping is affiliated with a licensed medical practitioner.</p> <p>McKesson needs the name of the licensed practitioner (does not have to be a doctor -- can</p>	<p>36 months of age and older 10 Luer-Lok™ syringes (0.5mL)/package \$136.35 + \$7.50 Excise Tax = \$143.85 Capped at 5000 packages.</p> <p>3) Fluzone® Influenza Virus Vaccine, No Preservative: Pediatric Dose 6 months to 35 months of age 10 Luer-Lok™ syringes (0.25mL)/package \$126.06 + \$7.50 Excise Tax = \$134.56 Capped at 750 packages.</p> <p>Federal Excise Tax is shown above.</p> <p>Payment terms are Net 30 days for any items shipped.</p> <p>Prebooking: Begins at noon eastern time, January 31, 2006, with a cutoff date of May 31, 2006, or when MM/CAP achieves its reserved doses, whichever occurs first. After cutoff occurs, requests will be processed subject to availability.</p> <p>Ordering Process: Orders, which are placed on a direct only basis, may be processed by: Calling Customer Account Management, Sanofi Pasteur Inc., Discovery Drive, Swiftwater, PA 18370-0187 at Phone: 1-800-822-2463 On-line: www.vaccineshoppe.com* *An additional 2% savings is available for all requests placed through Vendor's on-line channels.</p> <p>Fluzone® requests placed through the wholesaler chargeback mechanism are not permitted and chargebacks will not be</p>
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<p>No delivery date is guaranteed. ASD agrees to use all reasonable commercial effort to deliver all prebooked product to all members in good standing on or before November 1, of the pertinent influenza. (Subject to any superseding requirement imposed by a Government authority, including, but not limited to, any requirement imposed in connection with an influenza epidemic or pandemic). ASD will notify members promptly of any delay in the delivery schedule, and the estimated extent of such delay. ASD will provide to all prebooked customers on or before July 31 prior to each influenza season a non-binding estimate of the percentage of that will be available by October 1 of such influenza season.</p>	<p>shipment will be followed by one final shipment and an estimated target date for completion of all final shipments is the first week of November or sooner. A more precise breakdown will be provided to MMCAP members as the influenza shipment process commences and the manufacturers provide more details to FFF.</p> <p>Failure to Deliver FFF cannot guarantee the supply or availability of influenza vaccine and will have no liability for failure to supply influenza vaccine.</p> <p>Payment Terms Net 30 days</p>	<p>be a medical director, physician's assistant, or nurse practitioner), the license #, the expiration date, and the state issuing the license.</p> <p>Also, McKesson needs a signature. If the licensed practitioner is unavailable, you may sign for him/her and state next to the signature "by (your name), (your title)."</p> <p>Fax both forms to McKesson @ 1-866-889-4203. Further questions? McKesson Flu Vaccine Hotline = 1-800-328-8111 x 6295</p>	<p>honored.</p> <p>Delivery: Partial delivery by September 30, 2006, the balance by mid-November.</p> <p>Vendor's commitment to reserve and/or ship doses is expressly conditioned upon there being adequate nationwide supplies of influenza vaccine and the Centers for Disease Control and Prevention (CDC) not having implemented preferential immunization or taken other steps to influence the distribution of vaccine supplies.</p> <p>Vendor reserves the right to limit requests for MMCAP and/or its members by the higher of either (i) one hundred and fifty percent (150%) of a Member's original 2005 Fluzone request, prior to the imposition of Vendor's 2005 request limitations; or (ii) one hundred and fifty percent (150%) of the designated Vendor 2006 customer segment (CSEG) cap quantity.</p> <p>Additional Information: MMCAP Participating Facilities must agree with the following: "Purchaser represents and agrees that it will take all appropriate steps to assure that all products supplied hereunder pursuant to the terms of the Agreement, shall be administered to each patient on the basis of an individualized medical judgment by a physician; and Purchaser will take all appropriate steps to provide such patient, parent or guardian meaningful warnings relating to the risks and benefits of vaccination, in form and language understandable to such patient, parent, or guardian.</p> <p>Product sold under the Agreement to</p>
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			<p>Purchaser shall be for Purchaser's or its members' "own use" only and shall not be subject to resale.</p> <p>"Purchaser hereby certifies and represents to Sanofi Pasteur Inc. that it and any eligible member purchasing under this Agreement is a non-profit institution purchasing the products described herein for its own use as defined in Portland Retail Druggist's Association vs. Abbott Laboratories et. al., and that the products are not for administration to persons who are not patients, physicians or employees of the Purchaser or such members or for other nonexempt dispensation. Purchaser further certifies that, in the event of any nonexempt use of these products, Purchaser will submit to Sanofi Pasteur Inc. an accounting of such use, to be followed by an appropriate price adjustment. Additionally, violations of this certification, if proven, shall be treated as a breach of the Agreement." Please remind the MMCAP participating facilities of this requirement.</p> <p>As a matter of policy, Vendor does not re-ship any vaccine returned due to customer over-ordering, or double ordering from other suppliers. For this reason, Vendor asks that customers carefully consider their actual purchase request quantities.</p>
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**MMCAP
Flu Vaccine
2006/2007 Season**

Pre-Book Flu Order Request Form

Please complete form and fax to:
ASD Healthcare
1-800-547-9413
 to order online www.asdhealthcare.com
 to order by phone: 1-866-281-4FLU (4358)

Date: _____ Name (please print): _____ Order Placed By (title): _____ Telephone: _____ Fax: _____ E-mail Address: _____	<input type="checkbox"/> ASD Account #: _____ <input type="checkbox"/> HIN/DEA # _____ <small>(if applicable)</small> <input type="checkbox"/> Please open a new account for my facility: Special Instructions: _____
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BILL TO: Attn: _____ _____ _____	SHIP TO: Attn: _____ _____ _____
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PRODUCT DESCRIPTION	QUANTITY VL/SYG	PRICE	TOTAL <small>All prices includes tax of \$7.50 per/10 doses</small>
IDB Fluviral® Influenza Virus Vaccine - (Pending FDA approval) - 5ml MDV (10 dose vial) FluViral is indicated in the US for persons 18 years of age and older		<small>All prices includes tax</small> 104.87	
Chiron Fluvirin® Influenza Virus Vaccine 5ml MDV (10 dose vial) FluVirin® is indicated in the US for persons 4 years of age and older		<small>All prices includes tax</small> 104.87	
Chiron Fluvirin® Influenza Virus Vaccine (0.5ml Box of 10 Syringes) FluVirin® is indicated in the US for persons 4 years of age and older		<small>All prices includes tax</small> 131.98	
Customer's Signature (required): _____	PO# (required): _____		

All influenza vaccine is non-returnable. Orders may not be cancelled after August 1, 2006

A copy of the State Pharmacy License is required to be on file with ASD Healthcare before your order can be shipped. Please complete all information on form and be sure to include your phone, fax and an e-mail address (if applicable) for your order confirmation. Neither ASD nor any of its affiliates guarantee any specific delivery date or quantity. ASD Healthcare ships based on availability from the manufacture. Neither ASD nor any of its affiliates will be held liable for delays or product shortages. In no event shall ASD Healthcare be liable to customer for incidental, special, or consequential damages (including lost profits) from any cause, including without limitation, damages resulting from any unavailability of, defect in, or misshipment of products.