

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

May 24, 2006

NOTICE
 OF
 CONTRACT NO. 071B6200188
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR McKesson Medical-Surgical Supply 8121 10th Avenue North Golden Valley, MN 55427	TELEPHONE: Therese Mugge Ph 800-328-8111 Fx 800-237-9766
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-4245 Darleen Burnham-Heim, CPPB
Contract Compliance Inspector: Darleen Burnham-Heim GSK Influenza Vaccine – Statewide Usage for 2006/2007 Inoculation Year	
CONTRACT PERIOD: From: January 25, 2006 To: December 3, 2006	
TERMS Net 30 Days	SHIPMENT As Specified
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

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 #MMS26004. This contract is between MMCAP and McKesson Medical-Surgical Supply. 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:

- GSK Influenza Vaccine (formerly IDB) (10 dose vials)**

Attachments:

- **MMCAP Contract #MMS26004**
- **Ordering Information**
- **McKesson Pre-Book Order Request Form**
- **McKesson Letter of Affiliation Form**

Estimated One (1) Year/Season Contract Cost: \$87,000.00



MMS26004

**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 McKesson Medical-Surgical Minnesota Supply Inc. ("Vendor" or "McKesson").

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 25, 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 and Intellectual Property; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Contracted Vaccine

- 2.1 *Products.* Pending Federal Food and Drug Administration approval, and subject to the limit described herein, and for the price quoted herein, McKesson Medical-Surgical will sell to MMCAP Participating Facilities influenza vaccine manufactured by ID Biomedics and branded as IDB Fluviral® ("product"). This product is intended for use with patients 18 years + of age and older. All products are nonreturnable. The product will be sold in 10-dose vials. The purchase price shall be \$96.54 per vial, excluding excise tax. Excise tax is anticipated to be \$7.50 per vial. Therefore, if excise tax remains at \$7.50, McKesson Medical-Surgical will charge MMCAP Participating Facilities \$104.04 per vial of product. McKesson Medical-Surgical will not be required to sell more than 100,000 vials or the total amount of vials reserved by MMCAP Participating Facilities through prebooking statements (as that term is defined in Section 2.2), whichever is less. However, McKesson Medical-Surgical may, in its sole discretion, accept as many orders as it can accommodate.
- 2.2 *Prebooking.* MMCAP Participating Facilities must provide to McKesson Medical-Surgical a written intention to purchase product ("prebooking statement"). McKesson Medical-Surgical will accept prebooking statements beginning February 20, 2006, or the date that MMCAP provides final approval of McKesson Medical-Surgical's proposed prebooking statement, whichever is later, and will accept such documents through June 30, 2006. Cancellations or modifications to orders must be made prior to shipment.
- 2.3 *Delivery.* Subject to availability of product from the manufacturer, McKesson Medical-Surgical will begin shipment by October 15, 2006, with the balance to be completed by December 15, 2006.



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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.

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.

2.7 Reports.

2.7.1 Vendor must supply MMCAP with regular updates during prebooking. Upon completion of prebooking 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 contract purchases (minus any credits) made through the MMCAP distributor or directly with the Vendor. The Vendor must submit a summary of all MMCAP member business transacted quarterly 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. The administrative fee must be paid as soon as is reasonable after the end of each quarter, but no later than 60 days after the end of the quarter. 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.

McKesson shall not be required to pay administrative fees on returns or other shipments for which McKesson did not collect the purchase price. MMCAP is a "group purchasing organization" as used within 42 CFR Section 1001.952(j), and as such, it is an entity authorized to act as a purchasing agent for a group of entities who are furnishing services for which payment may be made in whole or in part under Medicare or a State health care program, and who are neither wholly-owned by MMCAP nor subsidiaries of a parent corporation that wholly owns MMCAP (either directly or through another wholly-owned entity), and the MMCAP Program and this Agreement do and will continue to fully comply with the safe harbor described therein.

IT IS THE INTENT OF THE PARTIES TO ESTABLISH A BUSINESS RELATIONSHIP WHICH COMPLIES WITH THE MEDICARE AND MEDICAID ANTI-KICKBACK STATUTE SET FORTH AT 42 U.S.C. §1320a-7b(b). IN CERTAIN INSTANCES, INVOICES MAY NOT ACCURATELY REFLECT THE NET COST OF PRODUCT TO A MEMBER OR



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THE PAYMENT OF AN ADMINISTRATIVE FEE. WHERE A DISCOUNT OR OTHER REDUCTION IN PRICE OR ADMINISTRATIVE FEE IS APPLICABLE, THE PARTIES ALSO INTEND TO COMPLY WITH THE REQUIREMENTS OF 42 U.S.C. §1320a-7b(b)(3)(A) AND THE "SAFE HARBOR" REGULATIONS REGARDING DISCOUNTS OR OTHER REDUCTIONS IN PRICE SET FORTH AT 42 C.F.R. §1001.952(h) AND GPOS SET FORTH AT 42 C.F.R. §1001.952(j). IN THIS REGARD, THE PARTIES ACKNOWLEDGE THAT MCKESSON WILL SATISFY ANY AND ALL REQUIREMENTS IMPOSED ON SELLERS BY THESE SAFE HARBORS AND MMCAP AND EACH MMCAP PARTICIPATING ENTITY WILL SATISFY ANY AND ALL REQUIREMENTS IMPOSED ON BUYERS AND GPOS. THUS, MMCAP AND EACH MMCAP PARTICIPATING ENTITY WILL ACCURATELY REPORT, UNDER ANY STATE OR FEDERAL PROGRAM WHICH PROVIDES COST OR CHARGE BASED REIMBURSEMENT FOR THE PRODUCTS AND SERVICES COVERED BY THIS AGREEMENT, THE NET COST ACTUALLY PAID BY A MMCAP PARTICIPATING ENTITY.

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 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. Vendor may require proof of appropriate licensure 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 Therese Mugge.

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



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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 MMCAP 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. The Vendor must indemnify, save, and hold MMCAP and employees harmless from any claims or causes of action brought by third parties, including attorneys' fees incurred by MMCAP, arising out of the negligence or intentional wrongdoing of Vendor in the performance of 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.

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.

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.



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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.

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. Manufacturers' failure to supply Vendor shall be considered to be a raw material shortage that is beyond Vendor's reasonable control.

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 liquidated or other damages.

If the default remains after the opportunity for cure, the nondefaulting party may:

- (a) Exercise any remedy provided by law or equity;
- (b) Terminate the contract or any portion thereof, including any orders issued against the contract; or
- (c) Impose liquidated damages, as specified in the solicitation or contract.

14 Certification. Deleted in its entirety.

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 provide a certificate of insurance for each type of insurance immediately upon execution of this contract. Each policy must contain a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

16.1 The Vendor must maintain and furnish satisfactory evidence of the following insurance policies:

Commercial General Liability: The Vendor will be required to maintain through the term of this contract insurance protecting it from claims for damages for personal injury, bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under the Contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. Insurance minimum amounts will be as follows:

- \$5,000,000.00 - per occurrence
- \$5,000,000.00 - annual aggregate



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In addition, the following coverage should be included:

- Personal Injury
- Bodily Injury and Property Damage
- Products and Completed Operations Liability
- Blanket Contractual Liability
- Name MMCAP as an Additional Insured

16.2 The Vendor will be required to:

- A. Include legal defense fees in addition to its liability policy limits; and
- B. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

16.3 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. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP's Authorized Representative upon written request.

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.

1. McKesson Medical-Surgical Minnesota Supply Inc.

By: [Signature]
 Title: Vice President
 Date: 1/24/06

2. MMCAP

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

By: [Signature]
 Title: Acquisition Management Specialist, Sr.
 Date: 25 Jan 06

3. Commissioner of Administration
Pursuant to Delegation

By: [Signature]
 Date: Jan. 25, 2006

APPROVED AS TO FORM
MCKESSON MEDICAL-SURGICAL

JAN 24, 2006

[Signature]



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



<p>(0.5mL/10Bx Syringes) \$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 MMCAP 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 ASD's pre-book order form is 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.</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 MMCAP 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 MMCAP members only and shall not be resold or redistributed other than to facilities owned by the MMCAP members.</p> <p>Distribution Distribution of all influenza vaccine will be shipped to MMCAP 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 MMCAP 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 MMCAP 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 MMCAP account # is available to you on the MMCAP website! http://www.mmcap.org/Default1.htm (See <i>What is MMCAP & Membership?</i> then <i>Participating Facilities by State</i>) See the Excel spreadsheet. It lists, by facility, each MMCAP account#. If your facility does not yet have an MMCAP account number assigned, contact your specific state's link or call MMCAP. 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 MMCAP 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>Based on the potential volatility in the flu vaccine market and manufacturers inability to provide a guarantee to supply provision, Vendor cannot offer a failure to supply and/or prompt shipment guarantee. 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.</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>honor.</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 <u>Portland Retail Druggists Association vs. Abbott Laboratories et al.</u>, 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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Minnesota Multi-State Contracting Alliance for Pharmacy

McKesson Medical-Surgical, Inc.
2006/2007 Flu Vaccine Pre-Booking Form

Secure your 2006/2007 Flu Vaccine by completing the information below and faxing to 866-889-4203

Special Terms: Flu vaccine is not returnable. Prices are subject to change without prior notification. Neither McKesson medical-Surgical nor any of its affiliates guarantee any specific delivery date or quantity. McKesson Medical-Surgical ships based on availability from the manufacturer. Neither McKesson Medical-Surgical nor any of its affiliates will be held liable for delays or product shortages. The signed order constitutes a binding order. You may not cancel this order. You agree to purchase the products selected by you upon delivery. McKesson Medical-Surgical's standard terms of sale apply. In no event shall McKesson Medical-Surgical 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.

Facility Name: _____

MMCAP Membership #: _____

McK Account #: _____

Facility Address: _____

Facility City, State, Zip: _____

Phone: _____

Fax: _____

Facility Contact: _____

Contact's Email: _____

Signature: _____ Date: _____

Rep Name: _____ Rep. Ext.: _____

Pre-booking ends on June 30, 2006, or when the inventory is depleted. Thank you for your order!

Table with 3 columns: Flu Vaccine Description, Doses Unit of Measure, Quantity of Vials. Row 1: 5 ml vial -- 10/vial -- 0.5ml dose, Vial, []



MCKESSON

Empowering Healthcare

Letter of Affiliation

Company: McKesson Medical-Surgical Inc.
Fax: 1-866-889-4203

Thank you for your order for flu vaccine.

This form documents the relationship between your facility and your Medical Director. Please complete and return to the fax number listed above. Your flu vaccine will be shipped when the signed document is returned.

Thank you for your prompt attention to this important detail.

Section A – Facility Information

McKesson Account # _____ MMCAP # _____
Name _____
Address _____
City _____ State _____ Zip _____
Phone: _____ Fax: _____

Section B – Medical Director Information

I, _____ Permit/License # _____
(Expiration Date _____) am a medical practitioner in the State of _____
_____ licensed to purchase and receive products determined by the
FDA to carry the Federal Legend (Caution: Federal Law restricts this drug or device to be sold or
dispensed by or on the order of a physician or other licensed practitioner). I am affiliated with the above
facility and will be responsible for the receipt and accountability of all Federal Legend products shipped to
the address above (does not include the shipment of controlled substances).

In the event of any change in my relationship with the account listed above (i.e. discontinuation of
affiliation), I understand that it is solely my responsibility to contact McKesson Medical-Surgical Inc. in
advance in writing via certified mail at the following address:

McKesson Medical-Surgical Inc.
8741 Landmark Road
Richmond, Virginia 23228

I certify that the information provided in this Letter of Affiliation is true and accurate.

Physician's Signature
Date: ____/____/____