

COMPLAINT

Plaintiff, the State of Alaska (“the State” or “Alaska”), alleges for its Complaint against the above-captioned defendants as follows:

NATURE OF THE ACTION

1. This lawsuit is brought pursuant to Alaska’s Unfair Trade Practices and Consumer Protection Act, AS 45.50.471, et seq. (“the Act”).
2. Alaska brings this lawsuit to recover damages and obtain injunctive relief from defendants, who are manufacturers of prescription drugs. As described in this Complaint, defendants have taken advantage of the enormously complicated and non-transparent market for prescription drugs to engage in an unlawful scheme to cause Alaska to pay inflated prices for prescription drugs. The scheme involves the publication by defendants of phony "average wholesale prices" ("AWPs"), which then become the basis for calculating the cost at which "providers" – the physicians and pharmacies who provide these prescription drugs to patients – are reimbursed by Alaska. Defendants reinforce this basic tactic with other deceptive practices described in this complaint, including the use of secret discounts and rebates to providers, and the use of various devices to keep secret the prices of their drugs currently available in the marketplace to other purchasers. By engaging in this unlawful scheme, defendants have succeeded in having Alaska finance windfall profits to these providers. Defendants attempt to profit from their scheme by using the lure of these windfall profits competitively to encourage providers to buy more of their drugs instead of competing in the

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marketplace solely on the basis of legitimate factors such as price and the medicinal value of their drugs.

PARTIES AND JURISDICTION

3. The State is authorized to bring this lawsuit by AS 44.23.020, 45.50.501 and 45.50.551. As described in this Complaint, defendants' unlawful scheme has resulted in higher prices for prescription drugs being paid by Alaska's Medicaid program. The defendants have used and continue to use the methods, acts, and practices set forth in this Complaint that, among other violations, are illegal under the Act.

4. Defendants are pharmaceutical companies whose fraudulent schemes, including the publication of excessive and inflated prices for prescription drugs as described in this Complaint, have caused to be presented to officers and/or employees of Alaska false or fraudulent claims for payment or approval of certain drugs to get these false or fraudulent claims paid or approved by the Alaska Medicaid program, and have resulted in Alaska paying for drugs at inflated prices, as detailed below.

5. At all times material to this civil action, each defendant has transacted business in Alaska by, including, but not limited to, selling directly or through wholesalers its drugs, including those identified in this Complaint, to purchasers within the State of Alaska.

6. Defendant Abbott Laboratories ("Abbott") is an Illinois corporation with its principal place of business at 100 Abbott Park Rd., Abbott Park, IL 60064-6400.

7. The following three defendants are hereinafter referred to as the Alharma group:

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(i) defendant Alharma Branded Products Division, Inc. is a Delaware corporation with its principal place of business located at 1 New England Avenue, Piscataway, NJ 08854. Alharma Branded Products Division Inc. manufactures and markets pharmaceutical products, including Kadian. Alharma Branded Products Division Inc. is a wholly-owned subsidiary of Alharma, Inc.;

(ii) defendant Alharma USPD, Inc. ("Alharma USPD") is a Maryland corporation with its principal place of business located in Baltimore, Maryland. Alharma USPD, Inc. manufactures and markets pharmaceutical products under its own name under Labeler Code 00472; and

(iii) defendant Purepac Pharmaceutical Co. ("Purepac") is a Delaware corporation in the business of manufacturing and selling pharmaceuticals. Purepac's principal place of business is 14 Commerce Dr., Suite 301, Cranford, NJ 07016.

Until December 19, 2005, defendants Alharma USPD, Inc. and Purepac were wholly-owned subsidiaries of Alharma, Inc. On that date, Alharma USPD and Purepac were purchased by Actavis Group HF and became wholly-owned subsidiaries of Actavis, Inc., a wholly-owned subsidiary of Actavis Group HF.

8. The following two defendants are hereinafter referred to as the Amgen group:

(i) defendant Amgen, Inc. ("Amgen") is a Delaware corporation with its principal place of business at One Amgen Dr., Thousand Oaks, CA 91320-1799; and

(ii) defendant Immunex Corp. ("Immunex"), a wholly-owned subsidiary of Amgen since July, 2002, is a Washington state corporation engaged in the business of manufacturing and selling pharmaceuticals. Immunex's principal place of business is located at 51 University St., Seattle, WA 98101. Immunex is also being sued for the conduct of its subsidiaries and/or divisions, including but not limited to Lederle Oncology Corp.

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9. Defendants AstraZeneca Pharmaceuticals LP and AstraZeneca LP ("AstraZeneca") are related Delaware corporations with their principal place of business at 1800 Concord Pike, Wilmington, DE 19850.

10. The following two defendants are hereinafter referred to as the Aventis group:

(i) defendant Aventis Pharmaceuticals, Inc. is a Delaware corporation with its principal place of business located at 300-400 Somerset Corporate Blvd., Bridgewater, NJ 08807-2854; and

(ii) defendant Aventis Behring, LLC, n/k/a ZLB Behring, is headquartered at 1020 First Ave., King of Prussia, PA 19406-0901.

11. The following two defendants are hereinafter referred to as the Barr group:

(i) defendant Barr Laboratories, Inc. ("BLI") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. BLI's principal place of business is located at 400 Chestnut Ridge Road, Woodcliff Lake, NJ 07677. BLI is a subsidiary of Barr Pharmaceuticals, Inc. ("BPI"); and

(ii) defendant Duramed Pharmaceuticals, Inc. ("Duramed") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Duramed's principal place of business is located at 5040 Duramed Circle, Cincinnati, OH 45213. Duramed is a subsidiary of BPI.

12. Defendant Baxter Healthcare Corp. ("Baxter") is a Delaware corporation in the business of manufacturing and selling pharmaceuticals with its principal place of business located at One Baxter Pkwy., Deerfield, IL 60015. Baxter is a subsidiary of Baxter International, Inc.

13. The following three defendants are hereinafter referred to as the Boehringer group:

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(i) defendant Boehringer Ingelheim Pharmaceuticals, Inc. ("Boehringer Pharm"), a wholly-owned subsidiary of Boehringer Ingelheim Corp., is a Connecticut corporation engaged in the business of manufacturing and selling pharmaceuticals. Boehringer Pharm's principal place of business is located at 900 Ridgebury Rd., Ridgefield, CT 06877;

(ii) defendant Roxane, Inc., n/k/a Boehringer Ingelheim Roxane, Inc. ("Roxane"), a wholly-owned subsidiary of Boehringer Ingelheim Corp., is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Roxane's principal place of business is located at 1809 Wilson Rd., Columbus, OH 43216-6532; and

(iii) defendant Ben Venue Laboratories, Inc. ("Ben Venue"), a wholly-owned subsidiary of Boehringer Ingelheim Corp., is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Ben Venue's principal place of business is located at 300 Northfield Rd., Bedford, OH 44146. Ben Venue is also being sued for the conduct of its subsidiaries and/or divisions, including but not limited to Bedford Laboratories.

14. Defendant Bristol-Myers Squibb Co. ("Bristol-Myers") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Bristol-Myers' principal place of business is located at 345 Park Ave., New York, NY 10154-0037. Westwood-Squibb ("Westwood") is a division of Bristol-Myers. Bristol-Myers is also being sued for the conduct of its subsidiaries and/or divisions, including but not limited to Apothecon, Inc.

15. Defendant Dey, Inc. ("Dey") is a Delaware corporation with its principal place of business at 2751 Napa Valley Corporate Dr., Napa, CA 94558.

16. Defendant Forest Laboratories, Inc. ("Forest") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Forest's principal place of business is located at 909 Third Ave., New York, NY 10022.

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17. The following six defendants are hereinafter referred to as the Johnson & Johnson group:

(i) defendant Johnson & Johnson ("J&J") is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. J&J's principal place of business is located at One Johnson & Johnson Plaza, New Brunswick, NJ 08933;

(ii) defendant Janssen Pharmaceutical Products, LP ("Janssen"), a wholly-owned subsidiary of J&J, is a New Jersey limited partnership engaged in the business of manufacturing and selling pharmaceuticals. Janssen's principal place of business is located at 1125 Trenton-Harbourton Rd., Titusville, NJ 08560;

(iii) defendant Ortho Biotech Products, LP ("Ortho Biotech"), a wholly-owned subsidiary of J&J, is a New Jersey limited partnership engaged in the business of manufacturing and selling pharmaceuticals. Ortho Biotech's principal place of business is located at 700 U.S. Hwy. 202, Raritan, NJ 08869;

(iv) defendant Ortho-McNeil Pharmaceutical, Inc. ("Ortho-McNeil"), a wholly-owned subsidiary of J&J, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Ortho-McNeil's principal place of business is located at 1000 U.S. Rte. 202 S., Raritan, NJ 08869; and

(v) defendant McNeil-PPC, Inc. ("McNeil"), a wholly-owned subsidiary of J&J, is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. McNeil's principal place of business is located at 7050 Camp Hill Rd., Ft. Washington, PA 19034. McNeil Consumer & Specialty Pharmaceuticals ("McNeil Cons") is a division of McNeil.

(vi) defendant Centocor, Inc. is a wholly owned subsidiary of Defendant Johnson & Johnson with its principal place of business at 800/850 Ridgeview Dr., Horsham, PA 19044. The principal drug it markets is Remicade for autoimmune conditions.

18. Defendant Merck & Co., Inc. ("Merck") is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. Merck's principal place of business is located at One Merck Dr., Whitehouse Station, NJ 08889-0100.

19. The following two defendants are hereinafter referred to as the Mylan group:

(i) defendant Mylan Laboratories, Inc. ("Mylan") is a Pennsylvania corporation engaged in the business of manufacturing and selling pharmaceuticals, mainly through its subsidiaries. Mylan's principal place of business is located at 1500 Corporate Dr., Ste. 400, Canonsburg, PA 15317; and

(ii) defendant Mylan Pharmaceuticals, Inc. ("Mylan Pharm"), a wholly-owned subsidiary of Mylan, is a West Virginia corporation engaged in the business of manufacturing and selling pharmaceuticals. Mylan Pharm's principal place of business is located at 1500 Corporate Dr., Ste. 400, Canonsburg, PA 15317.

20. The following two defendants are hereinafter referred to as the Novartis group:

(i) defendant Novartis Pharmaceuticals Corp. ("Novartis") is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. Novartis' principal place of business is located at One Health Plaza, East Hanover, NJ 07936; and

(ii) defendant Sandoz, Inc. ("Sandoz"), formerly known as Geneva Pharmaceuticals, Inc., is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Sandoz's principal place of business is located at 506 Carnegie Ctr., Princeton, NJ 08540.

21. Defendant Par Pharmaceutical Cos., Inc. ("Par") is a Delaware corporation with its principal place of business located at One Ram Ridge Rd., Spring Valley, NY 10977. Par is also being sued for the conduct of its subsidiaries and/or divisions, including but not limited to Par Pharmaceutical, Inc.

22. The following two defendants are hereinafter referred to as the Pfizer group:

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(i) defendant Pfizer Inc. ("Pfizer") is a Delaware corporation with its principal place of business at 235 E. 42nd St., New York, NY 10017. In April, 2003, Pfizer acquired Pharmacia Corp. Pfizer is also being sued for the conduct of its subsidiaries and/or divisions, including but not limited to Warner-Lambert, Pfizer-Warner-Lambert Division, Parke-Davis Group, and Greenstone, Ltd.; and

(ii) defendant Pharmacia Corp. ("Pharmacia") is a Delaware corporation with its principal place of business located at 100 Rte. 206 N., Peapack, NJ 07977. Pharmacia was created through the merger of Pharmacia and Upjohn, Inc., and Monsanto Co. on March 31, 2000. Pharmacia was acquired by defendant Pfizer in 2003.

23. The following three defendants are hereinafter referred to as the Schering group:

(i) defendant Schering Corporation ("Schering") is a corporation organized under the laws of New Jersey with its principal place of business located at 1 Giralda Farms, P.O. Box 1000, Madison, NJ 07940. Schering-Plough Corp. and Schering are the actual manufacturers, marketers, sellers, and/or suppliers of the products involved in this litigation and are Warrick Pharmaceuticals Corporation's actual parent(s) or shareholder(s).

(ii) defendant Schering-Plough Corp. ("Schering-Plough") is a New Jersey corporation with its principal place of business located at 2000 Galloping Hill Rd., Kenilworth, NJ 07033-0530. Schering-Plough has engaged in the practices described in this complaint under its own name and through its wholly-owned subsidiary, Warrick Pharmaceuticals Corporation; and

(ii) defendant Warrick Pharmaceuticals Corporation ("Warrick"), is a Delaware corporation with its principal place of business at 12125 Moya Blvd., Reno, NV. Warrick is a wholly-owned subsidiary of defendant Schering-Plough and has been since its formation in 1993. Warrick manufactures generic pharmaceuticals.

24. Defendant SmithKline Beecham Corp., d/b/a GlaxoSmithKline ("GlaxoSmithKline"), is a Delaware corporation with its principal place of business at One Franklin Plaza, Philadelphia, PA 19102.

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25. The following four defendants are hereinafter referred to as the Teva group:

(i) defendant Teva Pharmaceuticals USA, Inc. ("Teva USA") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Teva USA's principal place of business is located at 650 Cathill Rd., Sellersville, PA 18960. Teva USA is a subsidiary of an Israeli corporation, Teva Pharmaceutical Industries, Ltd. ("Teva Ltd."). Teva USA is also being sued for the conduct of Novopharm USA, Inc., a subsidiary of Novopharm Ltd. Novopharm Ltd. was acquired by Teva Pharmaceutical Industries Ltd. and Novopharm USA, Inc. was subsequently merged into Teva USA;

(ii) defendant Ivax Corp. ("Ivax"), which became a wholly-owned subsidiary of Teva Ltd. on January 26, 2006, is a Florida (formerly Delaware) corporation engaged in the business of manufacturing and selling pharmaceuticals. Ivax's principal place of business is located at 4400 Biscayne Blvd., Miami, FL 33137;

(iii) defendant Ivax Pharmaceuticals Inc. ("Ivax Pharm"), a wholly-owned subsidiary of Ivax, is a Florida corporation engaged in the business of manufacturing and selling pharmaceuticals. Ivax Pharm's principal place of business is located at 4400 Biscayne Blvd., Miami, FL 33137; and

(iv) defendant Sicor, Inc., f/k/a Sicor Pharmaceuticals, Inc., f/k/a Gensia Sicor Pharmaceuticals, Inc., is a Delaware corporation with its principal place of business located at 19 Hughes, Irvine, California. In January, 2004, Sicor, Inc. was acquired by Teva Ltd. and is now a wholly-owned subsidiary of that entity.

26. The following two defendants are hereinafter referred to as the Watson group:

(i) defendant Watson Pharma, Inc., f/k/a Schein Pharmaceuticals, Inc. ("Watson Pharma"), a wholly-owned subsidiary of Watson Pharmaceuticals, Inc. since 2000, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Watson Pharma's principal place of business is located at 311 Bonnie Cir., Corona, CA 92880; and

(ii) defendant Watson Pharmaceuticals, Inc. ("Watson") is a Nevada corporation engaged in the business of manufacturing and selling pharmaceuticals. Watson's principal place of business is located at 311 Bonnie Cir., Corona, CA 92880.

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27. Jurisdiction over the subject matter of this action is based on AS 44.23.020, 45.50.501 and 45.50.551, which grant the State authority to file suit against the defendants.

28. Personal jurisdiction over each of the defendants is proper under Alaska's Long Arm Statute, as codified in AS 09.05.015.

29. Venue is proper in the Third Judicial District at Anchorage pursuant to Rule 3 of the Alaska Rules of Civil Procedure because defendants committed unlawful acts and/or practices in Anchorage.

FACTUAL BACKGROUND

A. The market for prescription drugs.

30. The market for prescription drugs is enormously complex and non-transparent. It is composed of over 65,000 separate national drug codes ("NDCs") (there is a separate NDC number for each quantity of each drug manufactured by each defendant). The essential structure of the market is as follows. The drugs are manufactured by enormous and hugely-profitable companies such as defendants. Defendants sell the drugs (usually with intermediaries and agents involved in the process) to physicians, hospitals, and pharmacies. These physicians, hospitals, and pharmacies are commonly referred to as "providers." The providers then, in essence, resell the drugs to their patients when the drugs are prescribed for, administered by, or dispensed to those patients. Most patients have private or public health insurance coverage. Where a patient has such insurance, the payment that is made for the patient's prescribed drug ultimately will be made, in whole or in large part, by a private insurance company, a self-insured entity, or a government entity (in the case of the Medicare

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and Medicaid programs). These private insurance companies, self-insured entities, and government entities are commonly known as "payers." More often than not, the payer makes the reimbursement payment directly to the provider, not to the patient.

31. This market structure means that the market for prescription drugs differs in two crucial respects from most markets.

32. First, in most markets, the ultimate consumers of a product determine the demand for the product. This is not the case for prescription drugs. In the prescription drug market, the decision to use a prescription drug is overwhelmingly made not by the consumer of the drug – the patient – but by physicians, hospitals in which the patient is treated, home health-care agencies, long-term care facilities, or (with respect to the decision to use generic drugs versus brand-name drugs) pharmacies. Because prescription drugs are dispensed only on a physician's order, the physician has the principal say as to what drug will be chosen for the patient. However, hospitals, particularly teaching hospitals, also have considerable influence over this choice. If a hospital decides to put one drug as opposed to a competing drug on its "formulary" (the list of drugs that the hospital stocks), physicians (particularly residents and attending physicians who are employed by the hospital) likely will choose the drug on the formulary rather than a competing drug. Likewise, although pharmacies do not prescribe drugs, pharmacies can exert important influence over the choice of which drug the patient will purchase if there is a choice between a generic version or brand-name version of the drug the physician has prescribed.

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33. A second difference between the prescription drug market and ordinary markets is that in ordinary markets, the ultimate consumer of the product pays for it directly. In the prescription drug market, however, most payments for drugs are made by "payers" through private or public insurance programs.

34. This structure of the prescription drug market produces the following fundamental fact that underlies defendants' unlawful scheme. If a defendant drug manufacturer can cause a "payer" to reimburse the provider for defendant's drug at a higher price than the price the provider paid to buy the drug from the defendant, there will be a "spread" between the two prices, and that "spread" is retained by the provider as additional profit. The larger the "spread" that can be created for a particular drug, the greater the incentive the provider has to choose, or influence the choice of, that drug rather than a drug of a competing manufacturer.

B. The purpose of the Medicaid program and how it responds to the complexity of the drug market.

35. Alaska provides medical assistance to its neediest citizens through the Alaska Medicaid program.

36. The Alaska Medicaid program is an enormous purchaser of drugs, purchasing over \$124.9 million annually (covering the period July 1, 2004 to June 30, 2005), and purchasing over \$686.8 million between 1993 and 2005. Although defendants' participation in the Alaska Medicaid program is purely voluntary, all defendants have chosen to participate and sell drugs to Alaska Medicaid participants because of the size of the Alaska Medicaid

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program. Thus, Alaska may at any given time have to reimburse a provider for any of the drugs of any of the defendants – a universe of many thousands of drugs.

37. Alaska's task is further complicated in that federal law places limits on what Alaska may pay providers for any particular drug. Specifically, Alaska cannot reimburse providers more than "the lower of the – (1) estimated acquisition costs plus reasonable dispensing fees established by the agency; or (2) providers' usual and customary charges to the general public." 42 C.F.R. §447.331. "Estimated acquisition cost" is defined as "the agency's best estimate of the price generally and currently paid by providers for a drug marketed or sold by a particular manufacturer or labeler in the package size of drug most frequently purchased by providers." 42 C.F.R. §447.301. Thus, pursuant to federal law, the highest price Alaska can pay for a drug is the provider's cost to acquire that drug.

38. Because defendants have hidden both the prices at which they sell their drugs to wholesalers, and their knowledge about the prices at which wholesalers sell their drugs to providers (as described in more detail herein), Alaska has no access to the pricing information it needs to estimate accurately the providers' acquisition cost of defendants' drugs. Because neither Alaska nor any other state has sufficient personnel or knowledge required to compile complete and accurate lists of defendants' drug prices, entire businesses have grown up to provide pricing information to the states and others. Three of these are of particular importance in this case. They are First DataBank, the Red Book, and Medispan. These compendia purport to supply accurate price information on defendants' drugs through surveys of wholesalers and information obtained from defendants themselves.

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39. Alaska, like most other states, has chosen First DataBank as its primary cost source. First DataBank purports to supply the states with accurate information about the AWP of all drugs, information it receives from the drug manufacturers themselves. As First DataBank explained AWP to its customers in September, 1991:

Average Wholesale Price (AWP) is perhaps the most misunderstood concept in the pharmaceutical industry. The purpose of this article is to describe what is meant by AWP and to explain some of the underlying concepts involved in the acquisition, determination and maintenance of First DataBank's AWP.

AWP represents an average price which a wholesaler would charge a pharmacy for a particular product. The operative word is average. AWP never means that every purchase of that product will be exactly at that price. There are many factors involved in pricing at the wholesale level which can modify the prices charged even among a group of customers from the same wholesaler. AWP was developed because there had to be some price which all parties could agree upon if machine processing was to be possible.

At First DataBank, all pricing information is received in hard copy from the manufacturers. Catalogs, price updates, and other information reach us by fax, Federal Express, or U.S. mail. In the past two years, fax transmission has streamlined the acquisition of data to a large extent.

See Exh. A.

40. For virtually the entire time period relevant hereto, First DataBank has represented that its published AWP's reflect actual average wholesale prices.

41. Because Alaska, like most other states, has no source of comprehensive information about providers' acquisition cost for defendants' drugs, Alaska has relied on the prices defendants reported to First DataBank. Consistent with First DataBank's suggestion that some providers were paying less than AWP, Alaska agreed to pay providers an amount consisting of AWP minus 5%. Alaska has continued to pay a separate dispensing fee to

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providers to reimburse them for the service provided in dispensing drugs to customers. At no time did Alaska intend systematically to reimburse providers, on the average, at prices higher than the providers' average acquisition costs. Like most other states, Alaska did not appreciate until recently that defendants were reporting AWP's that were not only higher than actual acquisition costs, but higher than any discount percentage that Alaska or any other state was using to estimate providers' acquisition costs.

42. As a practical matter, Alaska, like most other states, is dependent on the First DataBank pricing reports for the maintenance of its Medicaid claims processing system. When a pharmacy fills a prescription and dispenses a drug to a Medicaid patient, information regarding that prescription is communicated electronically to Alaska through the Point-of-Sales claim processing system. On a weekly basis, First DataBank electronically sends its updated AWP's for the thousands of NDC-numbered drugs listed in its database to First Health to update Alaska's Medicaid file. These prices become the basis for Alaska's reimbursements to providers. There is no other electronic source for this information. Accordingly, Alaska is functionally dependent on the accuracy of the data defendants supply to First DataBank in meeting its obligation to pay providers no more than their actual acquisition cost of defendants' drugs.

C. Defendants' corruption of the government Medicaid assistance programs.

43. Defendants have defeated the intent of the Medicaid program to pay providers no more than their acquisition cost by reporting false and inflated AWP's to First DataBank and/or by reporting prices that they knew, because of the manner of First DataBank's

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operations, would misrepresent defendants' true wholesale prices. One purpose of this scheme was and is to create the spread between a drug's true wholesale price and the false and inflated AWP published by First DataBank and thereby increase the incentive for providers to choose the drug for their patients, or, at a minimum, to counteract the same tactic used by a competitor.

44. The higher the spread between the AWP and the true wholesale price, the more profit a provider can make. Defendants often market their products by pointing out (explicitly and implicitly) that their drug's spread is larger than the spread of a competing drug.

45. All of the defendants have inflated their drugs' reported AWPs to levels far beyond any real average wholesale price for their drugs. One high-ranking industry executive has described it as the industry practice to do so.

46. In 2004, high-ranking executives of defendants Roxane, Dey, Aventis, and Barr testified before Congress that their AWPs do not reflect the actual selling prices of their drugs. When asked why Dey does not lower its AWP on generic drugs, Dey's chief financial officer testified: "The simple answer is that given the system that now exists our customers won't buy from us if we lower our AWP."

47. Dey sued First DataBank because it published the *actual* AWP of Dey's drugs instead of the false AWP that Dey reported to First DataBank. Dey's principal allegation in that lawsuit was that the publication of the actual prices for its drugs was inconsistent with the

practice in the industry of accepting and publishing reported, inflated AWP's, and that such publication put Dey at a competitive disadvantage because it had no "spread" to advertise.

48. Attached as Exhibit B to this Complaint is a list of drugs manufactured by the defendants and/or their subsidiaries that the U.S. Department of Justice, after an extensive investigation, found to have inflated AWP's. The U.S. Department of Health and Human Services concluded, with respect to all drugs utilized in the Medicare program that "[a] general conclusion reached in reviewing GAO [General Accounting Office] and OIG [Office of Inspector General] data is that there is a level of overstatement in the listed AWP for *all* drugs" Payment Reform for Part B Drugs, 68 Fed. Reg. 50,430 (August 20, 2003) (emphasis added).

49. Alaska has obtained the false prices defendants caused to be published by FirstData Bank. Alaska has also obtained data showing the true AWP's of defendants' drugs from two of the largest national drug wholesalers: Cardinal and AmerisourceBergen. Attached as Exhibit C to this Complaint is a chart containing additional examples of defendants' drugs that have false and inflated AWP's. For each defendant, Exhibit C identifies: (a) the NDC; (b) the name of the drug; (c) the false AWP published by First DataBank as of the end of each year from 2001 to 2003; (d) the average AWP published by First DataBank for each year from 2001 to 2003; (e) a market price for the NDC for each year from 2001 to 2003; and (f) the spread between the market price and the AWP. The AWP's and market prices are unit prices. The source of the market prices is AmerisourceBergen. The market price is the average price at which AmerisourceBergen sold the NDC numbered

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drug to the classes of trade that are reimbursed by the Alaska Medicaid program, *i.e.*, retail pharmacies, chain pharmacies, and long-term care facilities. The spread is calculated as average AWP minus the market price, expressed as a percentage of the market price. The NDC numbered drugs on Exhibit C are those for which the Alaska Medicaid program purchased in significant amounts. Plaintiff has similar data for years prior to 2001 and after 2003, which data will be produced to defendants upon request during discovery. The NDC numbered drugs identified in Exhibit C constitute most, but not necessarily all, of the NDC numbered drugs upon which the state is seeking damages.

50. As they have done with their AWP's, defendants have illegally and deceptively misrepresented and inflated the wholesale acquisition cost ("WAC") of their drugs. WAC is the price at which defendants sell their drugs to wholesalers. Defendants have made it appear that any reduction in the purchase price below the listed WAC would result in a loss to the wholesaler and was, hence, unachievable, when in fact defendants secretly discounted the WAC to purchasers other than the Medicaid program through an elaborate charge back system (as described in more detail below).

DEFENDANTS' EXACERBATION OF THE COMPLEXITIES OF THE MARKET AND AFFIRMATIVE CONCEALMENT OF THEIR WRONGDOING

51. Defendants have been able to succeed in their drug pricing scheme for more than a decade by exacerbating the complexities of the huge and complex drug market, and by purposely concealing their pricing scheme from Alaska and other payers, as set forth below.

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52. The published wholesale price of any of the thousands of NDC numbered drugs might, and often does, change at any time. As a consequence, to track the current published prices of drugs utilized by a state's citizens requires resources and expertise that most states do not have.

53. Defendants have further exacerbated the inherent complexities of the drug market by utilizing marketing schemes that conceal the true price of their drugs in the following different ways.

54. First, defendants sell their drugs in a unique manner that hides the true prices. This scheme works as follows. Upon agreeing on a quantity and price of a drug with a provider or group of providers, a defendant purports to sell the agreed-upon drugs at the WAC price to a wholesaler with whom the defendant has a contractual arrangement. The wholesaler then ships the product to the provider, charging the provider the price originally agreed upon by the drug manufacturer and the provider, which price is lower than the WAC. When the wholesaler receives payment from the provider, it sends a bill to the defendant, called a "charge back," for the difference between the WAC and the lower price actually paid by the provider. These charge backs (or "shelf adjustments" or economic inducements with varying names) are kept secret from the payers, including Alaska, so that it appears that the wholesaler actually purchased the drug at the higher WAC price. The effect of this practice is to create the impression of a higher than actual wholesale price paid by the wholesaler and passed on to the provider. Defendants hide other actual price reductions by directly paying

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providers market share rebates and other off-invoice rebates and discounts that are calculated long after the actual purchase date of the drugs.

55. Second, defendants further inhibit the ability of Alaska and other payers and ultimate purchasers to learn the true cost of their drugs by wrapping the sales agreements they negotiate with providers in absolute secrecy, terming them trade secrets and proprietary, to preclude providers from telling others the actual price they paid.

56. Third, defendants further obscure the true prices for their drugs through their policy of treating so-called classes of trade differently. Thus, for the same drug, pharmacies are given one price, hospitals another, and doctors yet another.

57. Fourth, some defendants have hidden their real drug prices by providing free drugs and phony grants to providers as a further means of discounting the overall price of their drugs. For example, defendant AstraZeneca paid \$355 million to settle federal fraud charges that it induced doctors to falsely bill Medicare and Medicaid.

58. Defendants have hidden from the public their motives for utilizing an inflated AWP. Indeed, one official, a high-ranking employee of Dey, even went so far as to lie under oath about Dey's marketing of their spreads. Only with the disclosure of materials secured by litigants in recent discovery has it become apparent that one reason defendants have intentionally manipulated the nation's drug reimbursement system is to compete for market share on the basis of a phony price spread, instead of the true selling price or the medicinal efficacy of their drugs.

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59. Defendants have further concealed their conduct by making sure that all of the entities that purchase drugs directly from the defendants (and thus know the true price of their drugs) have had an incentive to keep defendants' scheme secret. Defendants' scheme permits all providers – pharmacies, physicians, and hospitals/clinics – to make some profit off defendants' inflated spread, because all of them are reimbursed in some manner on the basis of the AWP for at least some of the drugs they sell or administer. For providers, therefore, the greater the difference between the actual price and the published AWP, the more money they make. Thus, providers willingly sign drug sales contracts requiring them to keep secret the prices they pay for drugs.

60. Defendants themselves have continuously concealed the true price of their drugs and have continued to report and cause to be published false and inflated AWP's and WACs as if they were real, representative prices. Indeed, in the 2000 edition of Novartis' Pharmacy Benefit Report, an industry trade publication, the glossary defines AWP as follows:

Average wholesale price (AWP) – A published suggested wholesale price for a drug, based on the average cost of the drug to a pharmacy from representative sample of drug wholesalers. There are many AWP's available within the industry, AWP is often used by pharmacies to price prescriptions. Health plans also use AWP – usually discounted – as the basis for reimbursement of covered medications.

Novartis Pharmacy Benefit Report: Facts and Figures, 2000 edition, East Hanover, NJ, Novartis Pharmaceuticals Corporation, p. 43.

61. Defendants' unlawful scheme has completely corrupted the market for prescription drugs. Instead of competing on price and medicinal value alone, defendants have

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deliberately sought to create a powerful financial incentive for providers to prescribe drugs based primarily on the spread between the true price of a drug and its published AWP or WAC. Creating incentives for providers to prescribe drugs based on such a spread is inconsistent with Alaska law and public policy. Large price spreads on higher priced drugs encourage providers to prescribe more expensive drugs instead of their lower priced substitutes, thereby increasing the cost of healthcare. Competition on the basis of such spreads also has the potential to influence providers (consciously or unconsciously) to prescribe less efficacious drugs over ones with greater medicinal value. Because of defendants' concealment of their scheme, Alaska has unknowingly underwritten this perversion of competition in the drug market. In sum, defendants have been, and continue to be, engaged in an insidious, deceptive scheme that is causing Alaska to pay scores of millions of dollars a year more than it should for its prescription drugs, and may well be inducing some providers to prescribe less efficacious drugs.

THE GOVERNMENTAL INVESTIGATIONS OF DEFENDANTS' CONDUCT

62. The first governmental investigation of defendants' conduct began in 1995 when a small infusion pharmacy, Ven-a-Care of the Florida Keys, filed a sealed *qui tam* action with the Federal Government alleging that certain of the defendants were intentionally inflating the reported AWPs of certain drugs, primarily physician administered drugs.

63. In 1997, in response to the Ven-a-Care lawsuit, the Federal Government issued subpoenas to certain of the defendants, including Dey, Abbott, and Warrick, seeking pricing information from them.

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64. In 2000, Congress began its investigation of the pricing practices of some of the defendants in connection with the Medicare Part B program based on the materials it received through its subpoenas. On September 28, 2000, as part of this investigation, U.S. Representative Pete Stark wrote to the president of the Pharmaceutical Research and Manufacturers of America (the main pharmaceutical trade association of which most of the defendants are members) as follows:

Drug company deception costs federal and state governments, private insurers and others billions of dollars per year in excessive drug costs. This corruptive scheme is perverting the financial integrity of the Medicare program and harming beneficiaries who are required to pay 20% of Medicare's current limited drug benefit. Furthermore, these deceptive, unlawful practices have a devastating financial impact upon the states' Medicaid Program

The evidence I have obtained indicates that at least some of your members have knowingly and deliberately falsely inflated their representations of the average wholesale price ("AWP"), wholesaler acquisition cost ("WAC") and direct price ("DP") which are utilized by the Medicare and Medicaid programs in establishing drug reimbursements to providers. The evidence clearly establishes and exposes the drug manufacturers themselves that were the direct and sometimes indirect sources of the fraudulent misrepresentation of prices. Moreover, this unscrupulous "cartel" of companies has gone to extreme lengths to "mask" their drugs' true prices and their fraudulent conduct from federal and state authorities. I have learned that the difference between the falsely inflated representations of AWP and WAC versus the true prices providers are paying is regularly referred to in your industry as "the spread"

The evidence is overwhelming that this "spread" did not occur accidentally but is the product of conscious and fully informed business decisions by certain PhRMA members

146 Cong. Rec. E1622 (daily ed., September 28, 2000) (September 28, 2000 letter from House Committee on Ways and Means, Subcommittee on Health, to Alan F. Holmer, President, Pharmaceutical Research and Manufacturers of America, Washington, D.C.).

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65. On December 21, 2000, Congress passed the Medicare, Medicaid and SCHIP Benefits Improvement and Protection Act of 2000 ("BIPA"), Pub. L. No. 106-554, § 429(c) (2000), which required a comprehensive study of drug pricing.

66. Continuing Congress' investigation of Medicare Part B pricing in 2001, Congressman Stark wrote to defendant Bristol-Myers on February 22, 2001 outlining numerous apparently illegal pricing practices:

The evidence clearly shows that Bristol has intentionally reported inflated prices and has engaged in other improper business practices in order to cause its customers to receive windfall profits from Medicare and Medicaid when submitting claims for certain drugs. The evidence further reveals that Bristol manipulated prices for the express purpose of expanding sales and increasing market share of certain drugs where the arranging of a financial benefit or inducement would influence the decisions of healthcare providers submitting the Medicare and Medicaid claims.

147 Cong. Rec. E244-45 (daily ed., February 28, 2001).

67. In 2003, the House Committee on Energy and Commerce expanded Congress' Medicare investigation into pricing practices in the state Medicaid program. On June 26, 2003, Chairman Billy Tauzin (R.-La.) and Oversight and Investigations Subcommittee Chairman James Greenwood (R.-Pa.) wrote as follows to 26 drug companies, including many of the defendants here:

The Committee on Energy and Commerce is conducting an investigation into pharmaceutical reimbursements and rebates under Medicaid. This inquiry builds upon the earlier work by this Committee on the relationship between the drug pricing practices of certain pharmaceutical companies and reimbursements rates under the Medicare program. In that investigation, the Committee uncovered significant discrepancies between what some pharmaceutical companies charged providers for certain drugs and what Medicare then reimbursed those providers for dispensing those drugs. This price difference resulted in profit incentives for providers to use the drugs of specific companies

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as well as higher costs to the Medicare system and the patients it serves. For example, we learned that one manufacturer sold a chemotherapy drug to a health care provider for \$7.50, when the reported price for Medicare was \$740. The taxpayer therefore reimbursed the doctor almost \$600 for dispensing the drug and the cancer patient had a \$148 co-payment. Such practices are unacceptable in the view of the Committee, which is why we are in the process of moving legislation to address these abuses.

The Committee has similar concerns regarding drug prices in Medicaid, which has a substantially larger pharmaceutical benefit than Medicare.

House Committee on Energy and Commerce Press Release, Tauzin, Greenwood Expand Medicaid Fraud Investigation (June 26, 2003), available at http://energycommerce.house.gov/108/News/06262003_1003.htm.

68. On December 7, 2004, the House Subcommittee of Oversight and Investigation of the Commerce and Energy Committee conducted a hearing on "Medicaid Prescription Drug Reimbursement: Why the Government Pays Too Much." In his opening remarks, Chairman Joe Barton (R-TX) stated:

Data obtained by the committee from five of the largest retail pharmacy chains reveals that during the period of July 1, 2002 to June 20, 2003, the average acquisition costs for seven widely prescribed generic drugs was 22 cents, while the average Medicaid reimbursement just for those drugs alone was 56 cents, more than double the cost

"Medicaid Prescription Drug Reimbursement: Why the Government Pays Too Much," Hearing Before the House Subcommittee on Oversight and Investigations, No. 108-126, at 5 (2004), available at http://frwebgate.access.gpo.gov/cgi-bin/useftp.cgi?IPaddress=162.140.64.52&filename=97275.pdf&directory=/disk2/wais/data/108_house_hearings.

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69. The importance to Alaska and the other states of the information being sought by this investigation was explained by Henry Waxman during the December 2004 House Committee on Energy and Commerce hearings on Medicaid pricing practices. Congressman Waxman explained that even though the federal government had access to the manufacturers' actual average manufacturers prices ("AMPs"), the states did not:

the drug industry was powerful, and they succeeded in securing a provision in the basic legislation that kept the Best Price and the AMP information a secret. Can you imagine that? The federal government knew this information, but we kept it a secret from the states. This has proved to be a costly error. Without this crucial piece of information, states who were, after all, responsible for establishing the reimbursement rate for prescription drugs could not set their reimbursement rates appropriately. As a result, [the states] continued to rely on the average wholesale price minus the arbitrary amount because they did not have the information needed to set a more appropriate reimbursement rate.

Id. at 23 (emphasis added).

70. As a result of all these investigations, many states began to investigate defendants' drug pricing practices on their own, leading to lawsuits in some 20 separate states, including Alaska. Notwithstanding these investigations and lawsuits, defendants continue to publish, or participate in the publication of, inflated wholesale prices, and continue to hide the true prices of their drugs, including opposing in litigation discovery of the actual prices of these drugs.

**THE INJURY TO THE MEDICAID PROGRAM
CAUSED BY DEFENDANTS' FALSE WHOLESALE PRICES**

71. Medicaid is a joint federal and state health-care entitlement program authorized by federal law, with mandatory and optional provisions for eligibility and benefits covered,

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including pharmacy. The Alaska Medicaid program is administered by the Alaska Department of Health and Social Services.

72. Alaska Medicaid's drug expenditures have increased dramatically. In fiscal year 1999 (covering the period July 1, 1998 to June 30, 1999), Alaska Medicaid had drug expenditures totaling approximately \$38.8 million. In fiscal year 2005 (covering the period July 1, 2004 to June 30, 2005), Alaska Medicaid drug expenditures totaled \$124.9 million, which constitutes approximately 12.8% of Alaska's overall Medicaid budget. As of December, 2004, the number of Alaska citizens enrolled in Medicaid was approximately 116,500, which represented approximately 17.6% of the State's population.

73. During the relevant time period, with some exceptions, reimbursement to pharmacies, physicians, and hospitals for drugs covered by the Alaska Medicaid program has been made at defendants' published AWP minus 5%, plus a dispensing fee.

74. For a minority of the drugs purchased by Alaska, the state sets its reimbursement rate at either the federal upper limit ("FUL") or at a rate established by the state maximum allowable cost ("MAC") program. For multi-source drugs that have at least three suppliers, the Center for Medicaid Services ("CMS") generally establishes FULs, defined as 150% of the least costly therapeutic equivalent (using all national compendia) that can be purchased by pharmacies in quantities of 100 tablets or capsules or, in the case of liquids, the commonly listed size. 42 C.F.R. § 447.332. As a practical matter, CMS has relied on the defendants' inflated prices to set most of its FULs. The states also may set reimbursement rates for these drugs at rates lower than the FUL pursuant to the state MAC

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program and Alaska has done so in a number of instances. Had defendants reported truthful prices, the FULs and state MACs would have been lower. In addition, had defendants reported truthful prices, the State would not have paid based on FULs or MACs, but rather based on truthful AWP.

75. At all relevant times, each defendant was aware of the reimbursement formula used by the Alaska Medicaid program and the dependence of the Medicaid program on defendants' reported AWP.

76. By reporting false and inflated wholesale prices, and by keeping their true wholesale prices secret, defendants have knowingly enabled providers of drugs to Medicaid recipients to charge Alaska false and inflated prices for these drugs, and interfered with Alaska's ability to set reasonable reimbursement rates for these drugs.

77. As a consequence, the Alaska Medicaid program has paid more for prescription drugs than it would have if defendants had reported their true wholesale prices.

**DEFENDANTS' CONDUCT WAS INTENTIONALLY
IN DISREGARD OF ESTABLISHED LAW**

78. Defendants had a duty to deal truthfully and honestly with Alaska and they knew so.

79. Moreover, it has uniformly been the law for over 60 years that it is unlawful for a seller to cause to be circulated a price at which no, or few, sales are actually expected, whether it is called a list price, suggested price, or benchmark price. *E.g., FTC v. Colgate-Palmolive Co.*, 380 U.S. 372 (1965); *FTC v. The Crescent Publishing Group, Inc.*, 129

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F.Supp.2d. 311 (S.D.N.Y. 2001). Defendants either knew of this law or acted in reckless and willful disregard of it.

80. Congress has, in its hearings on the subject, excoriated the pharmaceutical industry for causing untrue AWP's to be published.

81. Defendants have willfully ignored, and continue to ignore: (a) their duty to Alaska to behave with scrupulous honesty; (b) case law uniformly holding that their pricing practices are unlawful; and (c) the reprimands of Congress.

82. As a result, penalties and forfeitures, consistent with Alaska's statutory scheme, are mandated in this case.

HARM TO ALASKA

83. Defendants' unlawful activities have significantly and adversely impacted Alaska. Alaska has paid more for the drugs it purchases through its Medicaid program than it would have if defendants had reported the true wholesale prices of their drugs.

COUNT I

(Violation of the Alaska Unfair Trade Practices and Consumer Protection Act)

84. Plaintiff hereby realleges all previous paragraphs.

85. AS 45.50.471(a) prohibits unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce. Defendants' conduct as alleged above violated and continues to violate this statute.

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86. In addition, AS 45.50.471(b)(11) expressly prohibits “engaging in any other conduct creating a likelihood of confusion or of misunderstanding and which misleads deceives or damages a buyer or a competitor in connection with the sale or advertisement of goods and services.” Defendants’ conduct as alleged above violated and continues to violate this statute.

87. In addition, AS 45.50.471(a)(12) expressly prohibits “using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged.” Defendants’ conduct as alleged above violated and continues to violate this statute.

88. By committing the acts alleged above, defendants have violated AS 45.50.471.

89. Alaska has been harmed by defendants’ unfair and deceptive conduct in that it has paid far more for defendants’ drugs than it would have paid had defendants truthfully reported the AWP’s of their drugs.

COUNT II

(Unjust Enrichment)

90. Plaintiff hereby realleges all previous paragraphs.

91. As a result of defendants’ misleading pricing information, Alaska purchased drugs at prices greater than they would have had defendants not engaged in unlawful conduct.

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92. Each defendant knew that Alaska was being overcharged by pharmacy providers and physicians as a direct result of defendants' misleading pricing information.

93. Each defendant knew that it was not entitled to the profits it realized from the increased sales and market share that resulted from the excessive payments made by Alaska.

94. As a result of defendants' unlawful conduct, defendants obtained increased sales, market share and profits at the expense of Alaska.

PRAYER FOR RELIEF

WHEREFORE, Alaska prays for judgment as follows:

1. For an award of damages in excess of the \$100,000 jurisdictional limit of this Court;
2. For a declaration that defendants' conduct as described above constitutes unfair and/or deceptive acts or practices within the meaning of AS 45.50.471;
3. For a permanent injunction that defendants and their employees, officers, directors, agents, successors, assigns, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries, and any and all persons acting in concert or participation with defendants, from continuing the unlawful conduct, acts, and practices described above;
4. For compensatory, restitution and/or disgorgement damages against each defendant for all excessive prescription-drug payments paid as a result of their unlawful conduct;

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5. For civil penalties in the amount of \$25,000 for each separate violation of the Act;
6. For punitive damages;
7. For costs, full reasonable attorneys' fees, and prejudgment interest; and
8. For other relief deemed just and equitable by the Court.

DATED: October 6, 2006.

Respectfully submitted,

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EXHIBIT A
to Complaint

**State of Alaska v. Abbott
Laboratories, et al.**

First DataBank

Hirschmann
 DEPOSITION
 EXHIBIT
 352
 7/21/91

Monthly Interest

Understanding AWP

Average Wholesale Price (AWP) is perhaps the most misunderstood concept in the pharmaceutical industry. The purpose of this article is to describe what is meant by AWP and to explain some of the underlying concepts involved in the acquisition, determination and maintenance of First DataBank's AWP.

AWP represents an average price which a wholesaler would charge a pharmacy for a particular product. The operative word is *average*. AWP never means that every purchase of that product will be exactly at that price. There are many factors involved in pricing at the wholesale level which can modify the prices charged even among a group of customers from the same wholesaler. AWP was developed because there had to be some price which all parties could agree upon if machine processing was to be possible.

At First DataBank, all pricing information is received in hard copy from the manufacturers. Catalogs, price updates, and other information reach us by fax, Federal Express, or U.S. mail. In the past two years, fax transmission has streamlined the acquisition of data to a large extent.

First DataBank has established specific contact people within each major drug manufacturer's organization. When pricing or other questions arise, we know who to ask for reliable information. Knowing who to talk to prevents misinformation and keeps problems to a

minimum. Usually it is our contact people who send information to us when there are price changes or other product changes. We make sure that we are placed on the priority mailing list so that we receive the information before the trade. Because personnel movement within a corporation is the norm, we continually work to keep our contact list current.

Once the information is received, we often have to interpret what the data represents. There can be confusing or contradictory factors, not to mention hard to read faxes and typographical errors. Our data entry experts have experience as pharmacy technicians or in related fields. With their knowledge and proficiency, potential errors are detected before they become part of the database. As an example, occasionally a manufacturer which normally sends us wholesale net pricing will inadvertently send direct or suggested list prices. It is up to the staff to recognize the error and ask the manufacturer to send the correct information.

The pricing information which we receive can be in the form of wholesale net, direct, or suggested wholesale prices (see Figure 1). It is our task to convert these prices into AWP. There are several ways in which AWP's are derived. Large manufacturers such as Merck have a one price policy for all purchasers whether wholesale or direct. They supply their published direct prices to which we must determine a markup factor and arrive at an AWP. Others supply wholesale net prices

How Drugs are Purchased

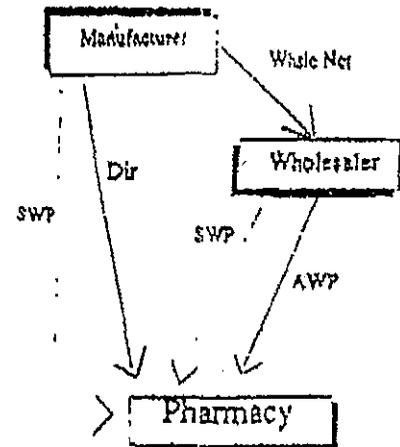


Figure 1

only. In order to determine an appropriate markup, it is necessary to survey wholesalers. The accompanying sidebar (see next page) describes this process in detail. Wholesaler surveys are an important part of what First DataBank does to establish realistic AWP pricing.

Some manufacturers do not sell products through wholesalers but supply a suggested wholesale price, which is

(continued on page 2)

The Monthly Interest

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regarded as the AWP. Others apply different markup factors to each product or type of product and supply suggested wholesale prices which wholesalers use as their AWP. Many generic suppliers fall into this category (see Figure 2).

Maintenance of pricing is perhaps the most challenging task of all. It is

Wholesaler Surveys

First DataBank recognizes that the pharmaceutical industry is constantly evolving. New companies and new products are introduced almost daily. We understand that when product distribution changes within or between manufacturers, wholesaler pricing structures may change. These industry changes have made the wholesaler survey fundamental in maintaining current pricing data.

At First DataBank, wholesaler surveys are done for two reasons: to establish an Average Wholesale Price (AWP) markup for a new company that does not provide a Suggested Wholesale Price (SWP), or to confirm that the markup that First DataBank utilizes for AWP is representative of the wholesaler industry. A survey may be performed on a single NDC number or for a manufacturer's entire line of products. In either case, each wholesaler is surveyed on a number of products within each manufacturer.

The number of surveys performed is increasing. First DataBank surveys at minimum five drug wholesalers that represent over two-thirds of the total dollar volume of drug wholesalers. The markup that First DataBank utilizes is representative of wholesalers on a national level. Because individual wholesalers may mark up each manufacturer differently, a weighted average, not a consensus average, is calculated. That is, the market share held by the wholesaler surveyed affects the markup proportionally. Wholesalers with higher drug dollar volumes have more weight in the determination of the final markup. Thus, a higher degree of certainty is achieved.

In most cases, the results from surveys match what First DataBank is using. In the instances that they do not, it is policy that First DataBank will change the markup on file to report marketplace reality.

First DataBank "AWP" Calculation Process

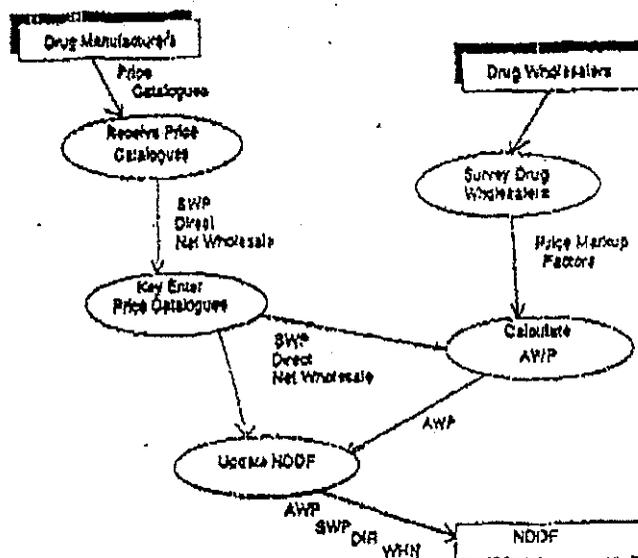


Figure 2

necessary to constantly remind manufacturers that their pricing data must be supplied on time. With the advent of on-line claims processing, pricing must be there when the update occurs. Some manufacturers do not release their price updates until the effective date so that purchasers cannot take the opportunity of purchasing at the old price just before the increase. We have made an all-out effort to apprise the manufacturers of our deadlines so that they do not miss the monthly schedule. We are beginning to see results in this effort.

Data acquisition is a difficult, exacting task which requires constant vigilance. Reporting AWP is an important function of First DataBank and we take this responsibility seriously.

Price Declines And Balance Sheets

Although the expected movement of AWP's is upward, there is an occasional decline without a corresponding change in wholesale net or direct prices. Such an occurrence

usually results when two companies merge into a single entity. Seeking to merge two pricing methods into a unified whole, some products exhibit an AWP drop.

Pharmacies holding inventories of these products had expected to sell their inventory based on current or future AWP. Consequently, when billing third parties at AWP, the stock on hand will produce less profit than expected.

The accounting method most commonly used is to carry inventory at the lower of cost or market value. The selling price does not enter into the picture until the product is actually sold. If the selling price decreases below actual cost, then the carrying value drops correspondingly. Conversely, if the selling price does not decrease below actual cost, then the carrying value does not drop, but the effects are felt in future cash flow and profitability.

As long as mergers and acquisitions continue in the pharmaceutical industry, we can expect occasional AWP decreases.

Reality and AWP

If you were ever confused by the AWP for the product Corgard you are not alone. AWP pricing is an increasingly confusing business, and it's especially so when a particular product's AWP does not behave as expected. Unfortunately, non-standard pricing in the pharmaceutical industry is becoming the norm. The following examples will clarify some of these issues.

The confusion often originates from the current atmosphere of frequent mergers and acquisitions in the pharmaceutical industry. When two companies merge, the pricing philosophy of the larger becomes dominant. Product swapping and habitual changes in marketing strategies - what has been called the 'blending' of the industry - further complicate the situation.

Let's go back to the example of Corgard which this article opened with. Last year Bristol-Meyers acquired Squibb, which manufactures Corgard. The new entity, Bristol-Meyers Squibb, moved Corgard (along with Corzide) to the Bristol Labs line of products. First DataBank responded by revising the AWP's to reflect the accepted Bristol Labs' markup. (See page one for a discussion of markups.)

However, Corgard still has an NDC number recognizable in the industry as a Squibb product, i.e. it has a labeler code of 00003. Although the distributor changed, and thus the AWP, the NDC number remained the same. Since any particular labeler code is no longer strictly associated with only one distributor, two products with the same labeler may have AWP's calculated from totally different markups.

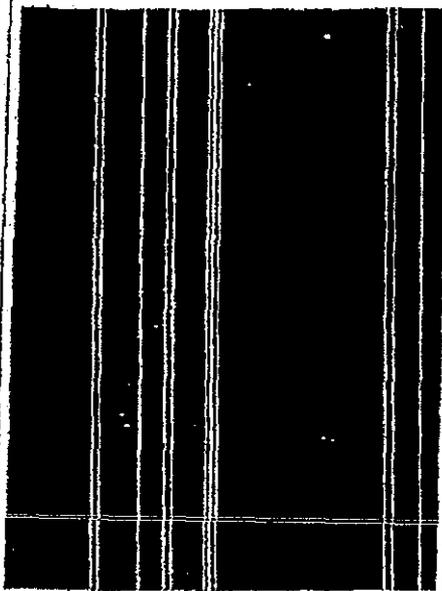
Although the occasional

wholesaler may still be treating these drugs as Squibb products, this is the exception. First DataBank always publishes the surveyed AWP.

Capoten, Prolidin and Rauzide, among other products in the U.S. Squibb Group, recently exemplified another type of pricing change. This division of Squibb introduced prices to the wholesalers where previously only direct pricing was available. After thoroughly researching wholesalers' responses, we instituted a new markup procedure. We were careful to include every product affected in order to minimize the occurrences of pricing changes.

In some cases the reason behind such a change may be invisible to someone who sees only the results. In other cases a new Manufacturer Name or a change to the Labeler Identifier field provides the key. Regardless, there is much consideration to ensure that the AWP reflects reality.

Bob Matutat Promoted to Manager of Professional Services



Bob Matutat has been promoted to Manager of the Professional Services Department. His new responsibilities include overseeing the creation and maintenance of all NDDFTM, MDF, clinical, DUR and Canadian products. He will also continue his involvement in the implementation and modification of all products in order to ensure that the customers requirements are being met at the clinical level.

Bob graduated from the University of California, Berkeley with a B.A. in Political Science, received his Doctorate at the UCSF School of Pharmacy and completed a hospital pharmacy residency at the University of Illinois Medical Center, Chicago. In addition, Bob has 10-years of hospital experience at two major medical centers including three years in drug information and four years in a clinical pharmacy position. He joined First DataBank in November of 1987 as Staff Pharmacist, Professional Services.

We congratulate Bob on this advancement and achievement, and look forward to watching his future successes.

Arkansas Medicaid

Arkansas Prior Authorization (AR*PA) is now available. NDDF Definitions are as follows:

- 0 = Prior authorization is not required
- 1 = Prior authorization is required

Colorado Medicaid

Colorado Prior Authorization will be changed from 0-2 definitions to 0-3 definitions. The new PA code is:

- 3 = Prior authorization is required if drug is dispensed through an outpatient pharmacy.

EXHIBIT B
to Complaint

**State of Alaska v. Abbott
Laboratories, et al.**

Program Memorandum Intermediaries/Carriers

Department of Health and
Human Services (DHHS)
HEALTH CARE FINANCING
ADMINISTRATION (HCFA)

Transmittal AB-00-86

Date: SEPTEMBER 8, 2000

CHANGE REQUEST 1232

SUBJECT: An Additional Source of Average Wholesale Price Data in Pricing Drugs and Biologicals Covered by the Medicare Program

The purpose of this Program Memorandum (PM) is to provide you with an alternative source of average wholesale price data (attached) for some drugs and biologicals covered by the Medicare program. The first attachment includes data for 32 drugs that you are to consider in determining the Medicare payment allowances for your January 2001 quarterly update. The second attachment includes data for 14 oncology drugs and 3 clotting factors that are not to be implemented in that same quarterly update.

The payment allowance for drugs and biologicals covered by the Medicare program is described in PM AB-99-63. That PM states that drugs and biologicals not paid on a cost or prospective payment basis are paid based on the lower of the billed charge or 95 percent of the average wholesale price reflected in sources such as the Red Book, Blue Book, or Medispan. Examples of drugs that are paid on this basis are drugs furnished incident to a physician's service, drugs furnished by pharmacies under the durable medical equipment benefit, covered oral anti-cancer drugs, and drugs furnished by independent dialysis facilities that are not included in the end stage renal disease composite rate payment. While the Blue Book is no longer available, another publication, Price Alert, is available. Also, there are electronic versions of the same data.

The data in the attachments have come from the United States Department of Justice (DOJ) and the National Association of Medicaid Fraud Control Units (NAMFCU). They are an alternative source of average wholesale price data for certain drugs, which has recently become available to HCFA. These data have been compiled for about 400 national drug codes (NDC) representing about 50 different chemical compounds. These data are from wholesalers' catalogs that list the prices at which the wholesaler sells the respective products. The DOJ has indicated that these are more accurate wholesale prices for these drugs.

Furthermore, the DOJ has indicated that because purchasers often receive further discounts below the advertised wholesale catalog price, either from a wholesaler or from the drug manufacturer directly, actual acquisition costs may be lower. The DOJ indicates that some physicians and suppliers obtain drugs at prices lower than the wholesale catalog prices through Group Purchasing Organizations (GPO). For example, the DOJ data from wholesale catalogs indicates an average wholesale price of \$22 for one albuterol sulfate NDC which is substantially less than the \$73 average wholesale price in the Redbook and compares to \$15 from a GPO. These data are generally consistent with findings from OIG reports.

There has been correspondence with some members of congress on this subject. Under separate cover, we will send you a letter from the Administrator to Members of Congress, which places in context the issue of pricing drugs covered under the existing Medicare drug benefit and this new source.

DOJ and NAMFCU have provided these data to First Data Bank, a company that compiles average wholesale prices for most State Medicaid programs. On May 1, 2000, First Data Bank provided these new average wholesale prices to State Medicaid programs. Some States have already implemented these new average wholesale prices while others have not.

HCFA-Pub. 60AB

You are to consider these alternative wholesale prices as another source in determining your January, 2001 quarterly update for the 32 drugs (Attachment 1), as per PM AB-99-63. These drugs account for 75 percent of Medicare spending and 70 percent of savings (based on DOJ data) for the drugs on the complete DOJ list. However, we have some concern about access to care related to the DOJ's wholesale prices for 14 chemotherapy drugs and 3 clotting factors (Attachment 2), due to other Medicare payment policies associated with the provision of these drugs for the treatment of cancer and hemophilia. Therefore, you are not to consider at this time using the DOJ data for these drugs (Attachment 2) to establish your Medicare allowances while we further review these concerns and develop alternative policies. For the drugs shown in Attachment 2, use your usual source of average wholesale prices in your next quarterly update.

The data in these attachments may not represent all of the NDCs for a drug or biological in applying the pricing rules described in PM AB-99-63; if you decide to use these data, then you must use solely these data as the source of average wholesale prices in establishing your Medicare payment allowances for the drugs in Attachment 1.

You are to report by October 15, 2000, your usual source as well as the source you intend to use for the January 2001 updates. Also, you are to provide a list of what the updates would be for the source(s) you identify as usual and for January 2001 updates, and the percentage difference, if any, for all the drugs listed in Attachment 1 and 2 (source for drugs in Attachment 2 can not be DOJ data). You are to submit these reports electronically to a special mailbox being established for this purpose. The e-mail address for this mailbox is DOJAWP@hefa.gov.

For the drugs in Attachment 1, we may provide additional guidance by the end of October, which could affect your January 2001 updates. We will provide guidance in subsequent correspondence that concerns your future drug updates, and on Medicare allowances for the drugs listed in Attachment 2 as any necessary adjustments to other payments related to the provision of these drugs are being carried out. We will also convey how we plan to adjust Medicare allowances under the outpatient prospective system for drugs that are both subject to the AWP rules and paid on a passthrough basis.

The enclosed data show a price for each NDC that is an average of the wholesale prices in the catalogs of the various wholesale companies that are also shown. The DOJ indicates that these wholesalers have toll-free numbers (included in Attachment 1) and the capacity to supply drugs via overnight delivery to any place in the country. If you decide to use these data and if a physician or supplier indicates that they cannot obtain one of these products for the average wholesale price in this new source, you may explain to the physician or supplier that one or more of the wholesale companies in the attachment have indicated to the DOJ that they supply these drugs at or below these prices. You may give the physician or supplier the name and toll-free number of the wholesaler(s). You may also give the name and telephone number of the manufacturer of the drug (available in the Red Book) as DOJ has indicated that manufacturers often supply the drugs directly. Some of the manufacturers also have web pages on the Internet. Physicians or suppliers who are members of a GPO might also obtain these drugs through that organization at or below these average wholesale prices. However, you should not imply in any way that the physician or supplier is required to change their procedure for obtaining drugs. Further, you should indicate that you are not advocating the use of these sources and do not assume any liability for the choice of source by the physician or supplier.

Sections 1842(o) and 1833(a)(1)(S) of the Social Security Act (the Act) require the Medicare program to set payment allowances for drugs and biologicals at the lower of the actual amount billed or 95 percent of the average wholesale price. The attached data represent another source of average wholesale prices for the products on the attached list. Therefore, use of this new source of average wholesale prices in Attachment 1 is not an inherent reasonableness adjustment under paragraphs (8) and (9) of section 1842(b) of the Act.

The procedure for processing intermediary claims has not changed. As described in PM AB-97-25, all carriers will continue to furnish free of charge their drug payment allowance updates for all drugs and biologicals directly to the fiscal intermediaries in their jurisdiction. Carriers should contact the fiscal intermediaries to determine the preferred method of transmission. Carriers are to send this information to all fiscal intermediaries with whom they routinely deal. To further clarify, fiscal intermediaries must use each carrier's drug payment allowances for claims submitted under that carrier's jurisdiction.

Attachments (3)

The effective date for this (PM) is September 8, 2000.

The implementation date for this PM is September 8, 2000.

These instructions should be implemented within your current operating budget.

This PM may be discarded September 1, 2001.

If you have any questions contact Robert Niemann at 410-786-4531.

Attachment 1 - If you decide to use these data, use solely these data to update the HCPCS billing codes that correspond to the drugs on this list.

Drug Name	Prod/Mfr	Measurements	NDC	Wholesaler	Average Wholesale (AWP)
Acetylcysteine	(Abbott Hosp.)/SOL IH	10%, 30 ml, 3s	00074-3307-03	MK	\$21.90
Acetylcysteine	(Abbott Hosp.)/SOL IH	20%, 4 ml, 30 ml, 3s	00074-3308-03	MK, BB	\$18.75
Acetylcysteine	(Dey)/SOL IH	10%, 4ml, 12s	49502-0181-04	MK	\$25.80
Acetylcysteine	(Dey)/SOL IH	10%, 10 ml, 3s	49502-0181-10	MK	\$15.27
Acetylcysteine	(Dey)/SOL IH	10%, 30 ml, 3s	49502-0181-30	MK	\$41.97
Acetylcysteine	(Dey)/SOL IH	20%, 100 ml, ea	49502-0182-00	MK	\$75.90
Acetylcysteine	(Dey)/SOL IH	20%, 4 ml, 12s	49502-0182-04	MK	\$31.08
Acetylcysteine	(Dey)/SOL IH	20%, 10 ml, 3s	49502-0182-10	MK	\$18.57
Acetylcysteine	(Dey)/SOL IH	20%, 30 ml, 3s	49502-0182-30	MK	\$50.64
Acetylcysteine	(Faulding)/SOL IH (VIAL)	10%, 4 ml, 10s	61703-0203-04	MK, BB	\$13.50
Acetylcysteine	(Faulding)/SOL IH (VIAL)	10%, 30 ml, 10s	61703-0203-31	BB	\$91.00
Acetylcysteine	(Faulding)/SOL IH (VIAL)	10%, 4 ml, 10s	61703-0204-04	MK, BB	\$19.50
Acetylcysteine	(Faulding)/SOL IH (VIAL)	10%, 30 ml, 10s	61703-0204-31	MK	\$91.00
Acyclovir Sodium	(Abbott Hosp.)/(Vial, Fliplop)	500 mg, 10s	00074-4427-01	BB, MK	\$349.05
Acyclovir Sodium	(Abbott Hosp.)/(Vial, Fliplop)	1000 mg, 10s	00074-4452-01	BB, MK	\$700.10
Acyclovir Sodium	(App)/INJ, IJ (Vial)	50 mg/ml, 10 ml	63323-0325-10	MK	\$15.00
Acyclovir Sodium	(App)/INJ, IJ (Vial)	50 mg/ml, 20 ml	63323-0325-20	MK	\$28.00
Acyclovir Sodium	(App)/PDI	15s, 500 mg, ea	63323-0105-10	MK	\$37.15
Acyclovir Sodium	(App)/PDI	15s, 1000 mg, ea	63323-0105-20	MK	\$75.13
Acyclovir Sodium	(Bedford)/PDI, IJ (S.D.V.)	500 mg, 10s	55390-0612-10	BB, ASD, FI	\$207.00
Acyclovir Sodium	(Bedford)/PDI, IJ (S.D.V.)	1000 mg, 10s	55390-0613-20	BB, ASD, FI, OS	\$401.75
Acyclovir Sodium	(Faulding)/PDI, IJ	500 mg, 10s	61703-0311-20	FI	\$89.00
Acyclovir Sodium	(Faulding)/PDI, IJ	1000 mg, 10s	61703-0311-43	FI	\$179.50
Acyclovir Sodium	(Fujiwara/APP)/PDI, IJ (VIAL)	500 mg, 10s	63323-0105-10	BB, MK	\$371.50
Acyclovir Sodium	(Fujiwara/APP)/PDI, IJ (VIAL)	1000 mg, 10s	63323-0110-20	BB, MK	\$751.80
Acyclovir Sodium	(Fujiwara/APP)/PDI, IJ (VIAL)	500 mg, 10s	63323-0325-10	BB	\$150.00
Acyclovir Sodium	(Fujiwara/APP)/PDI, IJ (VIAL)	1000 mg, 10s	63323-0325-20	BB, MK	\$280.00
Acyclovir Sodium	(Gensia)/PDI, IJ (VIAL)	500 mg, 10s	00703-8104-03	BB	\$100.00
Acyclovir Sodium	(Gensia)/PDI, IJ (VIAL)	1000 mg, 10s	00703-8105-03	BB	\$186.00
Albuterol Sulfate	(Dey)/SOL IH	0.5%, 20 ml	49502-0196-20	BB, MK	\$5.91
Albuterol Sulfate	(Dey)/SOL IH	0.083%, 3 ml, 25s, UD	49502-0697-03	BB, MK	\$9.17
Albuterol Sulfate	(Dey)/SOL IH	0.083%, 3ml, 30s, UD	49502-0697-33	BB, MK	\$11.01
Albuterol Sulfate	(Dey)/SOL IH	0.083%, 3ml, 60s, UD	49502-0697-60	BB, MK	\$22.01
Albuterol Sulfate	(Schein)/SOL IH	0.5%, 20 ml	00364-2530-55	BB, MK	\$7.62
Albuterol Sulfate	(Warlick)/SOL IH	0.083%, 3ml, 60s	59930-1500-06	BB, MK, AND	\$21.92
Albuterol Sulfate	(Warlick)/SOL IH	0.083%, 3ml, 25s, UD	59930-1500-08	BB, MK, AND	\$9.16
Albuterol Sulfate	(Warlick)/SOL IH	0.5%, 20 ml	59930-1515-04	BB, MK	\$5.65
Amikacin Sulfate	(Abbott Hosp.)/(Vial, Fliplop)	50 mg/ml, 2 ml, 10s	00074-1955-01	BB	\$125.00
Amikacin Sulfate	(Abbott Hosp.)/(Vial, Fliplop)	250 mg/ml, 2 ml, 10s	00074-1956-01	BB, MK	\$150.00

Amikacin Sulfate	(Abbott Hosp.)/(Vial, Flitop)	250 mg/ml, 4 ml, 10s	00074-1957-01	BB, MK	\$320.00
Amikacin Sulfate	(Apothecon) Amikn/INJ, U (Vial)	250 mg/ml, 2 ml	00015-3020-20	FI, MK	\$17.31
Amikacin Sulfate	(Apothecon) Amikn/INJ, U (Vial)	250 mg/ml, 4 ml	00015-3023-20	FI, MK	\$34.49
Amikacin Sulfate	(Bedford)/INJ, U (S.D.V., P.F.)	250 mg/ml, 2 ml, 10s	55390-0226-02	BB, MK, FI	\$65.33
Amikacin Sulfate	(Bedford)/INJ, U (S.D.V., P.F.)	250 mg/ml, 4 ml, 10s	55390-0226-04	BB, MK, FI	\$125.33
Amikacin Sulfate	(Faulding Pharm.)/INJ, U (VIAL)	50 mg/ml, 2 ml, 10s	61703-0201-07	MK	\$295.00
Amikacin Sulfate	(Faulding Pharm.)/INJ, U (VIAL)	250 mg/ml, 4 ml, 10s	61703-0202-04	BB, MK	\$890.00
Amikacin Sulfate	(Faulding Pharm.)/INJ, U (VIAL)	250 mg/ml, 2 ml, 10s	61703-0202-07	BB, MK	\$450.00
Amikacin Sulfate	(Faulding Pharm.)/INJ, U (VIAL)	250 mg/ml, 3 ml, 10s	61703-0202-08	MK	\$600.00
Amikacin Sulfate	(Gensia)/INJ, U (S.D.V.)	50 mg/ml, 2 ml, 10s	00703-9022-03	BB, OS	\$72.68
Amikacin Sulfate	(Gensia)/INJ, U (S.D.V.)	250 mg/ml, 2 ml, 10s	00703-9032-03	BB, MK	\$70.00
Amikacin Sulfate	(Gensia)/INJ, U (Vial)	250 mg/ml, 4 ml, 10s	00703-9040-03	BB	\$140.00
Amphotericin B	(Apothecon) Fungizone/PDI, U	50 mg, ea	00003-0437-30	FI	\$6.20
Amphotericin B	(Gensia)/PDI, U (S.D.V.)	50 mg, ea	00703-9785-01	BB	\$9.80
Amphotericin B	(Pharmacia/Upjohn) Amphocin/PDI, U	50 mg, ea	00013-1405-44	ASD	\$16.00
Calcitriol	(Abbott Hosp) Calcijex/INJ, U (AMP)	1mcg/ml, 1ml, 100s	00074-1200-01	FI	\$1,079.00
Calcitriol	(Abbott Hosp) Calcijex/INJ, U (AMP)	2 mcg/ml, 1 ml, 100s	00074-1210-01	FI	\$2,009.35
Cimetidine Hydrochloride	(Abbott Hosp.)/INJ, U	300 mg/50 ml, 50 ml, 48s	00074-7447-16	MK	\$120.00
Cimetidine Hydrochloride	(Abbott Hosp.)/INJ, U (ADD- VANTAGE)	150 mg/ml, 2 ml, 25s	00074-7446-02	MK, BB	\$35.00
Cimetidine Hydrochloride	(Abbott Hosp.)/INJ, U (VAIL, FLIPTOP)	150 mg/ml, 2 mg/ml, 2 ml, 10s	00074-7444-01	ASD, BB, MK, OTN, FI	\$11.72
Cimetidine Hydrochloride	(Abbott Hosp.)/INJ, U (VAIL, FLIPTOP)	150 mg/ml, 8 ml, 10s	00074-7445-01	ASD, BB, MK, OS	\$30.00
Clindamycin Phosphate	(Abbott Hosp.)/(Vial, Flitop)	150 mg/ml, 2 ml, 25s	00074-4050-01	FI	\$75.35
Clindamycin Phosphate	(Abbott Hosp.)/(Vial, Flitop)	150 mg/ml, 4 ml, 25s	00074-4051-01	BB	\$174.00
Clindamycin Phosphate	(Pharmacia/Upjohn) Cleocin/INJ, U	150 mg/ml, 2 ml, 25s	00009-0870-26	BB, MK	\$61.20
Clindamycin Phosphate	(Pharmacia/Upjohn) Cleocin/INJ, U	150 mg/ml, 4 ml, 25s	00009-0775-26	BB, MK	\$126.00
Clindamycin Phosphate	(Add-Vantage)	150 mg/ml, 4 ml, 25s	00009-3124-03	BB, MK	\$126.00
Clindamycin Phosphate	(Add-Vantage)	150 mg/ml, 6 ml, 25s	00009-0902-18	BB, MK	\$162.00
Clindamycin Phosphate	(Add-Vantage)	150 mg/ml, 6 ml, 25s	00009-3447-03	BB, MK	\$162.00
Clindamycin Phosphate	(Add-Vantage)	150 mg/ml, 4 ml, 25s	00009-0728-09	BB, MK	\$259.20
Cromolyn Sodium	(Dey)/SOL, IH	10 mg/ml, 2ml, 60s	49502-0689-02	BB, MK	\$23.01

Cromolyn Sodium	(Day)/SOL, IH	UD 10 mg/ml, 2ml, 120s.	49502-0689-12	BB, MK	\$45.71
Dexamethasone Acetate	(Schein)/INJ, IJ (M.D.V.)	UD 8 mg/ml, 5 ml	00364-6699-53	FI	\$11.50
Dexamethasone Sodium Phosphate	(Elkins-Sin)/(M.D.V.)	10 mg/ml, 10 ml	00641-2277-41	FI, OS	\$2.65
Dexamethasone Sodium Phosphate	(Fujiwara/APP)/INJ, IJ (VIAL)	4 mg/ml, 1 ml ea	00469-1650-00	BB	\$0.66
Dexamethasone Sodium Phosphate	(Fujiwara/APP)/INJ, IJ (VIAL)	4 mg/ml, 5 ml	00469-1650-20	BB	\$1.67
Dexamethasone Sodium Phosphate	(Fujiwara/APP)/INJ, IJ (VIAL)	30 ml	00469-1650-50	BB	\$10.00
Dexamethasone Sodium Phosphate	(Fujiwara/APP)/INJ, IJ (VIAL)	4 mg/ml, 5 ml	63323-0165-05	OTN	\$0.90
Dexamethasone Sodium Phosphate	(Fujiwara/APP)/INJ, IJ (VIAL)	30 ml	63323-0165-30	FI	\$10.00
Dexamethasone Sodium Phosphate	(Fujiwara/APP)/INJ, IJ (VIAL), (M.D.V.)	30 ml	63323-0165-01	BB	\$0.66
Dexamethasone Sodium Phosphate	(Schein)/INJ, IJ (M.D.V.)	4 mg/ml, 5 ml ea	00364-6681-32	BB	\$1.08
Dextrose	(Abbott Hosp.)/(ADVANTAGE, LIFECARE)	5%, 50 ml	00074-7100-13	BB, TRI	\$3.22
Dextrose	(Abbott Hosp.)/(ADVANTAGE)	5%, 250 ml	00074-7100-02	TRI	\$4.12
Dextrose	(Abbott Hosp.)/(ADVANTAGE, LIFECARE)	5%, 100 ml	00074-7100-23	TRI	\$3.22
Dextrose	(Abbott Hosp.)/(LIFECARE)	250 ml	00074-1522-02	TRI, FI	\$3.63
Dextrose	(Abbott Hosp.)/(LIFECARE)	5%, 150 ml	00074-7922-61	BB, TRI	\$1.46
Dextrose	(Abbott Hosp.)/(LIFECARE)	5%, 50 ml	00074-7923-36	BB, TRI	\$1.45
Dextrose	(Abbott Hosp.)/(LIFECARE)	5%, 100 ml	00074-7923-37	ASD	\$1.45
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 1000 ml	00074-1518-05	BB, FI, OTN, TRI, OS	\$14.54
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 1000 ml	00074-1519-05	ASD, OS, FI, OTN, TRI	\$13.71
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	5%, 500 ml	00074-1522-03	ASD, OS, FI, OTN, TRI	\$3.87
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 500 ml	00074-1536-03	BB	\$9.19
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 50%, 500 ml	00074-5645-25	BB, AHT	\$3.69
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 70%, 500 ml	00074-5647-25	BB, OS, FI	\$4.26
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(Bulk Package), 70%, 2000 ml	00074-7120-07	BB	\$13.60
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 500 ml	00074-7918-19	BB	\$8.81
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	5%, 250 ml	00074-7922-02	BB	\$1.54
Dextrose	(Abbott Hosp.)/(LIFECARE/PLASTIC)	5%, 500 ml	00074-7922-03	BB, TRI	\$1.61

Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	5%, 1000 ml	00074-7922-09	BB, TRI	\$2.34
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	[2000 ml container], 50%, 1000 ml	00074-7936-17	BB, FL, OTN, TRI, OS	\$11.24
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	[1000 ml container], 50%, 500 ml	00074-7936-19	ASD, OTN, FL, TRI, OS	\$7.09
Dextrose	(Abbot Hosp.)/INJ, IJ, (50/150 ML PART FILL)	5%, 50 ml	00074-1523-01	BB, OTN, FL, TRI, OS	\$3.91
Dextrose	(Baxter)/(QUAD PACK, MINI-BAG)	5%, 100ml	00338-0017-18	BB, TRI	\$1.55
Dextrose	(Baxter)/(BULK PACKAGE)	50%, 2000 ml	00338-0031-06	BB, TRI	\$21.60
Dextrose	(Baxter)/(BULK PACKAGE)	70%, 2000 ml	00338-0719-06	ASD, OS	\$13.31
Dextrose	(Baxter)/(GLASS FULL FILL)	70%, 1000 ml	00338-0348-04	TRI, FI	\$6.20
Dextrose	(Baxter)/(GLASS UNDERFILL)	70%, 500 ml	00338-0032-13	TRI	\$8.16
Dextrose	(Baxter)/(MINI-BAG PLUS)	5%, 50 ml	00338-0551-11	TRI	\$3.17
Dextrose	(Baxter)/(MULTI-PACK, MINI- BAG)	5%, 50 ml	00338-0017-31	TRI	\$1.80
Dextrose	(Baxter)/(MULTI-PACK, MINI- BAG)	5%, 100ml	00338-0017-38	TRI	\$1.55
Dextrose	(Baxter)/(QUAD PACK, MINI- BAG)	5%, 25 ml	00338-0017-10	TRI	\$1.80
Dextrose	(Baxter)/(QUAD PACK, MINI- BAG)	5%, 50 ml	00338-0017-11	TRI, FI	\$1.55
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	250 ml	00338-0016-02	TRI	\$3.39
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	150 ml	00338-0017-01	FI, TRI	\$1.50
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	250 ml	00338-0017-02	FI, TRI	\$1.50
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	500ml	00338-0017-03	BB, TRI	\$1.47
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	1000 ml	00338-0017-04	FL, TRI	\$2.11
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	5%, 100ml	00338-0017-48	FL, TRI	\$1.55
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	10%, 250 ml	00338-0023-02	BB	\$1.69
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	5%, 50 ml	00338-0017-41	TRI, FI	\$2.25
Dextrose	(McGaw)/(1000 ML GLASS W/ STOPPER)	50%, 500 ml	00264-1280-55	TRI	\$4.07
Dextrose	(McGaw)/(EXCEL)	5%, 1000 ml	00264-7510-00	TRI, OTN, ASD, OS	\$2.20
Dextrose	(McGaw)/(EXCEL)	500 ml	00264-7510-10	TRI, OTN, ASD, OS	\$1.69
Dextrose	(McGaw)/(EXCEL)	5%, 250 ml	00264-7510-20	TRI, OTN, ASD, OS	\$1.59
Dextrose	(McGaw)/(EXCEL)	10%, 1000 ml	00264-7520-00	TRI	\$1.99
Dextrose	(McGaw)/(GLASS CONTAINER, 1000 ML)	500 ml	00264-1290-50	TRI	\$7.15
Dextrose	(McGaw)/(GLASS CONTAINER, 1000 ML)	70%, 500 ml	00264-1292-55	TRI	\$5.28

Dextrose	(McGaw)/(GLASS W/ AIR TUBE)	70%, 2000 ml	00264-1129-50	TRI	\$18.35
Dextrose	(McGaw)/(GLASS W/SOLID STOPPER)	70%, 1000 ml	00264-1290-55	TRI	\$6.62
Dextrose	(McGaw)/(GLASS W/SOLID STOPPER)	50%, 500 ml	00264-1281-55	TRI	\$2.76
Dextrose	(McGaw)/(W/SOLID STOPPER, GLASS)	50%, 2000 ml	00264-1285-55	TRI	\$11.32
Dextrose	(McGaw)/INJ, LI (100 ML PAB)	50 ml	00264-1510-31	TRI, O7N	\$1.61
Dextrose	(McGaw)/INJ, LI (150 ML PAB)	5%, 100 ml	00264-1510-32	TRI, O7N	\$1.62
Dextrose with Sodium Chloride	(Abbot Hosp.)	5%-0.45%, 250 ml	00074-7926-02	TRI, FI, OS	\$1.80
Dextrose with Sodium Chloride	(Abbot Hosp.)	500 ml	00074-7926-03	TRI, O7N, ASD, FI, OS	\$1.96
Dextrose with Sodium Chloride	(Abbot Hosp.)	1000 ml	00074-7926-09	TRI, O7N, ASD, FI, OS	\$2.66
Dextrose with Sodium Chloride	(Abbot Hosp.)	5%-0.9%, 250 ml	00074-7941-02	TRI	\$1.93
Dextrose with Sodium Chloride	(Abbot Hosp.)	500 ml	00074-7941-03	TRI, O7N, ASD, FI, OS	\$1.85
Dextrose with Sodium Chloride	(Abbot Hosp.)	1000 ml	00074-7941-09	BB, O7N, ASD, FI, OS	\$2.24
Dextrose with Sodium Chloride	(Baxter)	5%-0.45%, 250 ml	00338-0085-02	TRI, FI	\$2.47
Dextrose with Sodium Chloride	(Baxter)	500 ml	00338-0085-03	TRI, FI	\$1.90
Dextrose with Sodium Chloride	(Baxter)	1000 ml	00338-0085-04	FI	\$2.25
Dextrose with Sodium Chloride	(Baxter)	5%-0.9%, 250 ml	00338-0089-02	TRI	\$2.93
Dextrose with Sodium Chloride	(Baxter)	500 ml	00338-0089-03	FI	\$2.00
Dextrose with Sodium Chloride	(Baxter)	1000 ml	00338-0089-04	FI	\$2.25
Dextrose with Sodium Chloride	(McGaw)	1000 ml	00264-7610-00	TRI, FI	\$2.10
Dextrose with Sodium Chloride	(McGaw)	500 ml	00264-7610-10	TRI, FI	\$1.81
Dextrose with Sodium Chloride	(McGaw)	5%-0.9%, 250 ml	00264-7610-20	TRI	\$1.78
Dextrose with Sodium Chloride	(McGaw)	1000 ml	00264-7612-00	TRI, FI, ASD	\$1.85
Dextrose with Sodium Chloride	(McGaw)	500 ml	00264-7612-10	TRI, FI	\$1.85
Dextrose with Sodium Chloride	(McGaw)	5%-0.45%, 250 ml	00264-7612-20	TRI, FI	\$1.89
Diazepam	(Abbot Hosp.)/(CARPUJECT LUER LOCK)	5 mg/ml, 2 ml, ea C-IV	00074-1273-32	BB	\$2.03
Diazepam	(Abbot Hosp.)/(CARPUJECT, 22GX1-1/4")	5 mg/ml, 2 ml, ea C-IV	00074-1273-02	BB, FI	\$2.12

Diazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	5 mg/ml, 10 ml, ea, C-IV	00074-3213-01	OTN, MK	\$2.50
Diazepam	(Abbott Hosp.)/INJ, IJ (AAMP)	5 mg/ml, 2ml, EA C-IV	00074-3210-32	BB	\$1.49
Diazepam	(Scheln)/INJ, IJ (S.D.V.) (M.D.V.)	5 mg/ml, 10 ml, ea, C-IV	00364-0825-54	ASD	\$2.50
Furosemide	(Abbott Hosp.)/INJ, IJ (VIAL, PF, FLIPTOP)	10 mg/ml, 2 ml 25s	00074-6102-02	ASD, BB, MK	\$14.38
Furosemide	(Abbott Hosp.)/INJ, IJ (VIAL, PF, FLIPTOP)	10 mg/ml, 4 ml 25s	00074-6102-04	OS, ASD, OTN, BB, MK	\$20.28
Gentamicin Sulfate	(Abbott Hosp.)/(Vial, Fliptop)	40 mg/ml, 2 ml	00074-1207-03	OTN, BB, OS, FI	\$0.51
Gentamicin Sulfate	(Fujiwara)/(Bulk Package)	40 mg/ml, 50 ml	00469-1000-60	MK, BB	\$7.00
Gentamicin Sulfate	(Fujiwara)/(Bulk Package)	40 mg/ml, 50 ml	63323-0010-50	MK, BB	\$7.00
Gentamicin Sulfate	(Fujiwara)/INJ, IJ (M.D.V.)	40 mg/ml, 20 ml	00469-1000-40	OTN	\$5.40
Gentamicin Sulfate	(Fujiwara)/INJ, IJ (M.D.V.)	40 mg/ml, 20 ml	63323-0010-20	BB, MK	\$3.50
Gentamicin Sulfate	(Schein)/(M.D.V.)	40 mg/ml, 20 ml	00364-6739-55	BB	\$2.63
Gentamicin Sulfate	(Schein)/INJ, IJ (S.D.V.)	40 mg/ml, 2 ml	00364-6739-48	BB	\$1.18
Heparin Lock Flush	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	10 u/ml, 10 ml 25s	00074-1151-70	OS, OTN	\$13.60
Heparin Lock Flush	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	100 u/ml, 10 ml 25s	00074-1152-70	ASD, OS, FI, OTN	\$13.43
Heparin Lock Flush	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	30 ml, 25s	00074-1152-78	ASD, OS, OTN	\$21.07
Hydrocortisone Sodium Succinate	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	100 mg, ea	00009-0900-13	BB, MK, ASD, BB, FI, OS	\$1.55
Hydrocortisone Sodium Succinate	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	250 mg, ea	00009-0909-08	ASD, FI, BB, MK	\$2.65
Hydrocortisone Sodium Succinate	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	500 mg, ea	00009-0912-05	ASD, MK, BB, OS, FI	\$5.89
Hydrocortisone Sodium Succinate	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	1000 mg, ea	0009-0920-03	FI, MK	\$11.57
Immune Globulin	(Alpha Therapeutics) Venoglobulin-S 10%/INJ, IJ (10 gm/Vial, w/Admin. Set)	100 mg/ml, 100 ml	49669-1623-01	FI	\$780.00
Immune Globulin	(Alpha Therapeutics) Venoglobulin-S 10%/INJ, IJ (20 gm/Vial, w/Admin. Set)	100 mg/ml, 200 ml	49669-1624-01	FI	\$1,560.00
Immune Globulin	(Alpha Therapeutics) Venoglobulin-S 10%/INJ, IJ (5 gm/Vial, w/Admin. Set)	100 mg/ml, 50 ml	49669-1622-01	FI	\$390.00
Immune Globulin	(Baxter Hyland/Immuno) Gammagard S/D/PDI, IJ	2.5 gm, ea	00944-2620-02	FI	\$175.00
Immune Globulin	(Baxter Hyland/Immuno) Gammagard S/D/PDI, IJ	5.0 gm, ea	00944-2620-03	FI	\$350.00
Immune Globulin	(Baxter Hyland/Immuno) Gammagard S/D/PDI, IJ	10.0 gm, ea	00944-2620-04	FI	\$700.00
Immune Globulin	(Bayer) Gamimune N10%/INJ, KJ (10 gm/Vial)	100 mg/ml, 100 ml	00026-0648-71	FI, ASD, OS, Bayer Wholesale	\$727.50
Immune Globulin	(Bayer) Gamimune N10%/INJ, KJ (20 gm/Vial)	100 mg/ml, 200 ml	00026-0648-24	FI, OS, Bayer Wholesale	\$1,503.33
Immune Globulin	(Bayer) Gamimune N10%/INJ, KJ (5 gm/Vial)	100 mg/ml, 50 ml	00026-0648-20	FI, ASD, OS, Bayer Wholesale	\$362.50

Immune Globulin	(Centeon) Gamma-P.I.V./PDI, IJ (w/diluent)	5 gm, ea	00053-7486-05	Health Coalition, ASD, OS	\$296.67
Immune Globulin	(Centeon) Gamma-P.I.V./PDI, IJ (w/diluent)	10 gm, ea	00053-7486-10	Health Coalition, ASD, OS	\$593.33
Iron Dextran	(Schein)/INJ, IJ (S.D.V.)	50 mg/ml, 2 ml	00364-3012-47	ASD, OS, R, OTN	\$24.69
Lorazepam	(Abbott Hosp.)/(HYPAK SYRINGE)	2 mg/ml, 1ml, C-IV	00074-6776-01	BB	\$3.60
Lorazepam	(Abbott Hosp.)/(VIAL)	4 mg/ml, 1ml, C-IV	00074-1539-01	MK	\$3.80
Lorazepam	(Abbott Hosp.)/(VIAL)	4 mg/ml, 10ml, C-IV	00074-1539-10	MK	\$30.00
Lorazepam	(Abbott Hosp.)/(VIAL)	2 mg/ml, 10ml, C-IV	00074-1985-10	BB	\$25.83
Lorazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	2 mg/ml, 1ml, C-IV	00074-6778-01	BB, R	\$2.98
Lorazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	4 mg/ml, 1ml, C-IV	00074-6779-01	BB	\$3.80
Lorazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	2 mg/ml, 10ml, C-IV	00074-6780-01	ASD, OTN, R	\$24.42
Lorazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	4 mg/ml, 10ml, C-IV	00074-6781-01	BB, R	\$28.75
Lorazepam	(Abbott Hosp.)/INJ, IJ (VIAL)	2 mg/ml, 1ml, C-IV	00074-1985-01	MK	\$3.00
Lorazepam	(Wyeth-Ayerst) Allvan/(M.D.V.)	4 mg/ml, 10ml, C-IV	00008-0570-01	R	\$48.00
Lorazepam	(Wyeth-Ayerst) Allvan/(M.D.V.)	2 mg/ml, 10ml, C-IV	00008-0581-01	R	\$29.50
Lorazepam	(Wyeth-Ayerst) Allvan/(S.D.V.)	2 mg/ml, 1ml, C-IV	00008-0581-04	R	\$8.85
Lupron	(Top) Lupron Depot/(3 Month Formulation)	22.5 mg, ea	00300-3336-01	ASD, FL, OTN, OS	\$1,447.60
Lupron	(Top) Lupron Depot/(3 Month Formulation)	11.25 mg, ea	00300-3343-01	R	\$1,149.00
Lupron	(Top) Lupron Depot/(4 Month Formulation)	30 mg, ea	00300-3673-01	R, ASD, OS	\$1,902.80
Lupron	(Top) Lupron Depot/PDI, IJ (S.D.V.)	7.5 mg, ea	00300-3629-01	ASD, OS, FL, OTN	\$482.52
Lupron	(Top) Lupron Depot/PDI, IJ (S.D.V.)	3.75 mg, ea	00300-3639-01	R, OS	\$406.00
Metaproterenol Sulfate	(Dey)/SOL, IH (SULFATE FREE)	0.6%, 2500 ml, 25s. UD	49502-0676-03	BB, MK	\$11.29
Metaproterenol Sulfate	(Dey)/SOL, IH (SULFATE FREE)	0.4%, 2500 ml, 25s. UD	49502-0678-03	BB, MK	\$11.29
Methylprednisolone Sodium Succinate	(Abbott Hosp.) A-Methapred/PDI, IJ (UNIVIAL)	1 gm, ea	00074-5631-08	OTN	\$16.75
Methylprednisolone Sodium Succinate	(Abbott Hosp.) A-Methapred/PDI, IJ (UNIVIAL)	40 mg, ea	00074-5684-01	OTN	\$2.30
Methylprednisolone Sodium Succinate	(Abbott Hosp.) A-Methapred/PDI, IJ (UNIVIAL)	125 mg, ea	00074-5685-02	OTN	\$3.35
Methylprednisolone Sodium Succinate	(Abbott Hosp.) A-Methapred/PDI, IJ (ADD-VANTAGE)	500 mg, ea	00074-5601-44	OTN	\$9.40
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(ACT-O-VIAL)	125 mg, ea	00009-0190-09	BB, OS	\$2.52
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(ACT-O-VIAL)	500 mg, ea	00009-0765-02	BB	\$5.51

Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(ACT-O-VIAL)	1 gm. ea	00009-3389-01	BB, ASD, R, OS	\$11.39
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(VIAL)	1 gm. ea	00009-0698-01	BB, R, OS	\$11.69
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(VIAL)	500 mg. ea	00009-0758-01	BB, R, OS	\$6.37
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(W/DILUENT)	2 gm. ea	00009-0796-01	BB, R	\$14.41
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(W/DILUENT)	500 mg. ea	00009-0887-01	ASD	\$6.17
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/PDI, IJ (ACT-O-VIAL)	40 mg. ea	00009-0113-12	ASD, BB, OS	\$1.45
Mifamycin	(Bedford)/PDI, IJ (S.D.V.)	5 mg. ea	55390-0251-01	FL, OS, ASD	\$51.83
Mifamycin	(Bedford)/PDI, IJ (S.D.V.)	20 mg. ea	55390-0252-01	FL, ASD, OS	\$146.67
Mifamycin	(fouling)/DI, IJ	20 mg. ea	61703-0306-50	ASD, OS	\$134.00
Penicilline Isethionate	(FujiSawa) Nebupent/PDR, IH (S.D.V., P.F.)	300 mg. ea	57317-0210-06	R	\$36.00
Penicilline Isethionate	(FujiSawa) Nebupent/PDR, IH (S.D.V., P.F.)	300 mg. ea	63323-0877-15	R	\$36.00
Penicilline Isethionate	(Gensko)/PDI, IJ (S.D.V.)	300 mg. ea	00053-1000-05	R	\$29.00
Sodium Chloride	(Abbott Hosp.)/(ADD-VANT, LIFECARE P.F.)	0.9%, 50 ml	00074-7101-13	TRI, BB	\$3.22
Sodium Chloride	(Abbott Hosp.)/(ADD-VANT, LIFECARE P.F.)	0.9%, 100 ml	00074-7101-23	TRI, BB	\$3.22
Sodium Chloride	(Abbott Hosp.)/(ADD-VANT, LIFECARE)	0.9%, 250 ml	00074-7101-02	TRI, BB	\$4.19
Sodium Chloride	(Abbott Hosp.)/(LIFECARE)	0.9%, 50 ml	00074-7984-36	TRI, ASD, OS, OTN, R	\$1.45
Sodium Chloride	(Abbott Hosp.)/(LIFECARE)	0.9%, 100 ml	00074-7984-37	TRI, ASD, OS, OTN, R	\$1.45
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC CONT)	0.9%, 500 ml	00074-7983-03	FL, ASD, BB, OS	\$1.69
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC CONT)	0.9%, 1000 ml	00074-7983-09	FL, ASD, BB, OS	\$2.17
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC)	0.9%, 250 ml	00074-1583-02	TRI, OTN, FL, OS	\$1.94
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC)	0.9%, 250 ml	00074-7983-02	FL, ASD, BB	\$1.41
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC)	0.9%, 150 ml	00074-7983-61	FL, ASD, OS, OTN	\$1.43
Sodium Chloride	(Baxter)/(MINI-BAG PLUS)	0.9%, 50 ml	00338-0553-11	TRI	\$3.32
Sodium Chloride	(Baxter)/(MINI-BAG PLUS)	0.9%, 100 ml	00338-0553-18	TRI	\$3.17
Sodium Chloride	(Baxter)/(MULTI PACK, MINI-BAG)	0.9%, 50 ml	00338-0049-31	TRI, R	\$1.55
Sodium Chloride	(Baxter)/(MULTI PACK, MINI-BAG)	0.9%, 100 ml	00338-0049-38	TRI, R	\$1.55
Sodium Chloride	(Baxter)/(QUAD PACK, MINI-PACK)	0.9%, 50 ml	00338-0049-11	TRI	\$1.80
Sodium Chloride	(Baxter)/(QUAD PACK, MINI-PACK)	0.9%, 100 ml	00338-0049-18	TRI	\$1.80
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 150 ml	00338-0049-01	TRI, R	\$1.51

Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 250 ml	00338-0049-02	TRI, FI	\$1.49
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 500 ml	00338-0049-03	TRI, FI	\$1.56
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 1000 ml	00338-0049-04	TRI, FI	\$2.03
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 50 ml	00338-0049-41	IR	\$1.71
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 100 ml	00338-0049-48	TRI, FI	\$1.55
Sodium Chloride	(McGaw)	50 ml	00264-1800-31	TRI, FI	\$1.49
Sodium Chloride	(McGaw)/(150 ML PAB)	0.9%, 100 ml	00264-1800-32	TRI, FI	\$1.49
Sodium Chloride	(McGaw)/(EXCEL)	0.9%, 1000 ml	00264-7800-00	TRI, OTN, R, ASD	\$2.19
Sodium Chloride	(McGaw)/(EXCEL)	0.9%, 500 ml	00264-7800-10	TRI, OTN, R, ASD	\$1.53
Sodium Chloride	(McGaw)/(EXCEL)	0.9%, 250 ml	00264-7800-20	TRI, OTN, R, ASD	\$1.51
Testosterone Cypionate	(Pharmacia/Upjohn) Depo-Testosterone	200 mg/ml, 1 ml, C-III	00009-0417-01	BB, OTN	\$11.79
Testosterone Cypionate	(Pharmacia/Upjohn) Depo-Testosterone	200 mg/ml, 10 ml, C-III	00009-0417-02	BB, OTN	\$24.78
Testosterone Enanthate	(Scheln)/INJ, IJ (M.D.V.)	200 mg/ml, 10 ml, C-II	00364-6617-54	ASD, MK, R	\$13.39
Tobramycin Sulfate	(Abbott Hosp.)/(SRN)	40 mg/ml, 2 ml	00074-3583-01	BB	\$5.84
Tobramycin Sulfate	(Abbott Hosp.)/(Vial, Bulk)	40 mg/ml, 50 ml	00074-3590-02	BB, MK	\$103.64
Tobramycin Sulfate	(Abbott Hosp.)/(Vial, Flitop)	40 mg/ml, 2 ml	00074-3578-01	BB, MK	\$4.99
Tobramycin Sulfate	(Abbott Hosp.)/INJ, IJ (Vial Flitop)	10 mg/ml, 2 ml	00074-3577-01	BB, MK	\$2.94
Tobramycin Sulfate	(Gensia)/INJ, IJ (M.D.V.)	40 mg/ml, 2ml	00703-9402-04	FI, MK	\$6.98
Tobramycin Sulfate	(Gensia)/INJ, IJ (M.D.V.)	40 mg/ml, 30 ml	00703-9416-01	FI	\$36.90
Vancomycin Hydrochloride	(Abbott Hosp.)/(BULK VIAL)	5 gm, ea	00074-6509-01	FI, MK, BB	\$41.24
Vancomycin Hydrochloride	(Abbott Hosp.)/(VIAL, FLIPTOP)	500 mg, 10s, ea	00074-4332-01	FI, OTN, MK, BB, OS	\$4.98
Vancomycin Hydrochloride	(Abbott Hosp.)/(VIAL, FLIPTOP)	1 gm, 10s, ea	00074-6533-01	FI, ASD, OS, MK, BB	\$9.05
Vancomycin Hydrochloride	(Abbott Hosp.)/(VIAL, FLIPTOP)	1 gm, 10s, ea	00074-6535-01	FI, OTN, MK, BB	\$12.17
Vancomycin Hydrochloride	(Abbott Hosp.)/PDI, IJ (ADVANTAGE)	500 mg, 10s, ea	00074-6534-01	FI, MK, BB	\$5.09
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	500 mg, ea	00469-2210-30	BB, MK	\$7.00
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	1 gm, ea	00469-2840-40	BB, MK	\$13.00
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	5 gm, ea	00469-2951-00	BB	\$71.50
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	1 gm, ea	63323-0284-20	BB, MK	\$13.00
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	5 gm, ea	63323-0295-41	BB	\$71.50
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	10 gm, ea	63323-0314-61	MK	\$143.00

Vancomycin Hydrochloride	(Fujiisawa) Lyphocin/PDI IJ (VIAL)	500 mg. ea	63323-2270-30	BB, MK	\$7.00
Vancomycin Hydrochloride	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	5 gm. ea	00205-3154-05	MK, BB	\$45.09
Vancomycin Hydrochloride	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	1 gm. 10s. ea	00205-3154-15	MK, BB	\$9.02
Vancomycin Hydrochloride	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	500 mg. 10s. ea	00205-3154-88	MK, BB	\$4.51
Vancomycin Hydrochloride	(Schein)/PDI, IJ (M.D.V.)	1 gm. 10s. ea	00364-2473-91	OYN	\$12.90
Vancomycin Hydrochloride	(Schein)/PDI, IJ (S.D.V.)	500 mg. 10s. ea	00364-2472-33	MK	\$3.84
Wintho SDF	(Nabi) rho (d) immune globulin/ (VIAL)	5000 lu. ea	60492-0024-01	ASD, FL, OTH, OS	\$505.56
Wintho SDF	(Nabi) rho (d) immune globulin/PDI, IJ (S.D.V.)	600 lu. ea	60492-0021-01	ASD, FL, OS	\$64.96
Wintho SDF	(Nabi) rho (d) immune globulin/PDI, IJ (S.D.V.)	1500 lu. ea	60492-0023-01	ASD, FL, OTH, OS	\$152.30

Wholesaler Information

ASD = ASD Specialty Healthcare (1-800-746-6273)
BB = Bergen Brunswig (1-800-746-6273)
FI = Florida Infusion (1-800-624-0152)
MK = McKesson (1-888-782-6156)
OS = Oncology Supply (1-800-633-7555)
OTN = Oncology Therapeutics Network (1-800-482-6700)
TRI = Triad Medical (1-800-999-8633)
ANDA = ANDA (1-800-331-2632)
Biomed Plus 3/99 = Biomed Plus, Inc. (1-800-809-2308)
FFF = FFF Enterprises (1-800-843-7477)
Bayer Wholesale = Bayer Wholesale (1-203-812-2000)
Health Coalition = Health Coalition (1-800-456-7283)

Attachment 2 – Do not use these data to update the HCPCS billing codes that correspond to the drugs on this list. Instead, use your usual source for average wholesale prices.

Drug Name	Prod./Mfr	Measurements	NDC	Wholesaler	Average Wholesale (AWP)
Anti-Inhibitor Coagulant Complex	(NABI) AutoFlex T/PDI, IJ (390-1050 FECU)	ea	59730-6059-07	Biomed Plus 3/99	1.06
Anzemet/Dolasetron Mesylate	(Hoechst Marion)/INJ, IJ (VIAL)	20 mg/ml, 5 ml	00088-1206-32	OS	\$74.08
Bleomycin Sulfate	(Bristol-Myer Onc/Imm) Bleoxane/PDI, IJ (VIAL)	15 u, ea	00015-3010-20	FL, OS, ASD	\$255.37
Bleomycin Sulfate	(Bristol-Myer Onc/Imm) Bleoxane/PDI, IJ (VIAL)	30 u, ea	00015-3063-01	FI, OS	\$509.29
Bleomycin Sulfate	(Pharmacia/Upjohn)/PDI, IJ (VIAL)	15 u, ea	00013-1616-78	ASD, FI, OS	\$158.67
Bleomycin Sulfate	(Pharmacia/Upjohn)/PDI, IJ (VIAL)	30 u, ea	00013-1636-86	ASD, FI, OS	\$322.00
Cisplatin	(APP)/INJ, IJ	1 mg/ml, 50 mg, 50 ml	63323-0103-51	OS, FI	\$150.98
Cisplatin	(APP)/INJ, IJ	1 mg/ml, 200 mg, 200 ml	63323-0103-64	OS, FI	\$603.50
Cisplatin	(APP)/INJ, IJ	1 mg/ml, 100 mg, 100 ml	63323-0103-65	OS, FI	\$301.50
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	100 mg, ea	00015-0539-41	ASD, OS, OTN	\$4.18
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	200 mg, ea	00015-0546-41	ASD, OS, OTN	\$7.03
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	500 mg, ea	00015-0547-41	ASD, OS, OTN	\$11.59
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	1gm, ea	00015-0548-41	ASD, OS, OTN	\$23.19
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	2gm, ea	00015-0549-41	ASD, OS, OTN	\$45.83
Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	100 mg, ea	00013-5606-93	ASD, OTN, OS, FI	\$3.92
Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	200 mg, ea	00013-5616-93	ASD, FI, OS, OTN	\$5.06
Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	500 mg, ea	00013-5626-93	ASD, FI, OS, OTN	\$7.33

Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ (S.D.V.)	1 gm. ea	00013-5636-70	ASD, Fl, OTN, OS	\$11.21
Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ (S.D.V.)	2 gm. ea	00013-5646-70	ASD, Fl, OTN, OS	\$21.60
Cytarabine	(Bedford)/PDI, IJ (VIAL)	100 mg. ea	55390-0131-10	ASD, OS, Fl, MK, BB, OTN	\$3.55
Cytarabine	(Bedford)/PDI, IJ (VIAL)	500 mg. ea	55390-0132-10	ASD, OS, Fl, OTN, MK, BB	\$11.46
Cytarabine	(Bedford)/PDI, IJ (VIAL)	1 gm. ea	55390-0133-01	ASD, OS, Fl, OTN, MK, BB	\$23.64
Cytarabine	(Bedford)/PDI, IJ (VIAL)	2 gm. ea	55390-0134-01	ASD, OS, Fl, OTN, BB, MK	\$47.94
Cytarabine	(Bedford)/PDI, IJ (VIAL)	100 mg. ea	55390-0806-10	BB	\$3.50
Cytarabine	(Bedford)/PDI, IJ (VIAL)	500 mg. ea	55390-0807-10	BB	\$10.50
Cytarabine	(Bedford)/PDI, IJ (VIAL)	1 gm. ea	55390-0808-01	BB	\$22.07
Cytarabine	(Bedford)/PDI, IJ (VIAL)	2 gm. ea	55390-0809-01	BB	\$44.00
Cytarabine	(Faulding)/INJ, IJ (S.D.V., P.F.)	(P.F., BULK PACKAGE) 20 mg/ml, 50 ml	61703-0303-50	BB, MK	\$39.00
Cytarabine	(Faulding)/INJ, IJ (S.D.V., P.F.)	20 mg/ml, 25 ml	61703-0304-25	ASD, BB, Fl, OS	\$12.63
Cytarabine	(Faulding)/INJ, IJ (S.D.V., P.F.)	20 mg/ml, 5 ml (M.D.V.)	61703-0305-09	BB, MK, Fl	\$4.62
Cytarabine	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	100 mg. ea	00009-0373-01	ASD, OS, OTN, Fl, MK	\$4.06
Cytarabine	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	500 mg. ea	00009-0473-01	ASD, OS, OTN, Fl, MK	\$13.18
Cytarabine	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	30 ml vial, 1 gm. ea	00009-3295-01	ASD, OS, OTN, Fl, MK	\$25.11
Cytarabine	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	2 gm. ea	00009-3296-01	ASD, OS, OTN, Fl, MK	\$49.82
Cytarabine	(Scheln)/PDI, IJ (M.D.V.)	100 mg. ea	00364-2467-53	BB, MK	\$4.16
Cytarabine	(Scheln)/PDI, IJ (M.D.V.)	500 mg. ea	00364-2468-54	BB, MK, OTN	\$12.14
Doxorubicin Hydrochloride	(Bedford)/INJ, IJ (M.D.V.)	2 mg/ml, 100 ml	55390-0238-01	Fl, OTN	\$139.75
Doxorubicin Hydrochloride	(Bedford)/INJ, IJ (S.D.V.)	2 mg/ml, 5 ml	55390-0236-10	Fl, OTN	\$10.36
Doxorubicin Hydrochloride	(Bedford)/INJ, IJ (S.D.V.)	10 ml	55390-0236-10	Fl, OTN	\$20.20
Doxorubicin Hydrochloride	(Bedford)/INJ, IJ (S.D.V.)	25 ml	55390-0237-01	Fl, OTN, OS	\$37.97
Doxorubicin Hydrochloride	(Bedford)/PDI, IJ (S.D.V.)	10 mg	55390-0231-10	Fl, OTN	\$9.68
Doxorubicin Hydrochloride	(Bedford)/PDI, IJ (S.D.V.)	20 mg	55390-0232-10	Fl, OTN	\$18.48
Doxorubicin Hydrochloride	(Bedford)/PDI, IJ (S.D.V.)	50 mg. ea	55390-0233-01	Fl, OTN, OS	\$35.92
Doxorubicin Hydrochloride	(Fujisawa/APP)/(VIAL)	2 mg/ml, 100 ml	00469-1001-61	ASD	\$140.00

Doxorubicin Hydrochloride	(FujiSawa/APP)/(VIAL)	2 mg/ml, 100 ml	63323-0101-61	OS	\$117.17
Doxorubicin Hydrochloride	(FujiSawa/APP)/INJ, IJ (S.D.V., P.F.)	2 mg/ml, 5 ml	00469-8830-20	OS	\$7.35
Doxorubicin Hydrochloride	(FujiSawa/APP)/INJ, IJ (S.D.V., P.F.)	10 ml	00469-8831-30	OS	\$14.70
Doxorubicin Hydrochloride	(FujiSawa/APP)/INJ, IJ (S.D.V., P.F.)	25 ml	00469-8832-50	ASD	\$35.00
Doxorubicin Hydrochloride	(FujiSawa/APP)/INJ, IJ (S.D.V., P.F.)	2 mg/ml, 5 ml	63323-0883-05	OS	\$7.35
Doxorubicin Hydrochloride	(FujiSawa/APP)/INJ, IJ (S.D.V., P.F.)	10 ml	63323-0883-10	OS	\$14.70
Doxorubicin Hydrochloride	(FujiSawa/APP)/INJ, IJ (S.D.V., P.F.)	25 ml	63323-0883-30	ASD	\$34.00
Doxorubicin Hydrochloride	(Gensia)/(M.D.V. POLYMER)	2 mg/ml, 100 ml	00703-5040-01	ASD, OS	\$142.00
Doxorubicin Hydrochloride	(Gensia)/INJ, IJ (S.D.V. POLYMER)	2 mg/ml, 5 ml	00703-5043-03	ASD, OS, BB	\$12.63
Doxorubicin Hydrochloride	(Gensia)/INJ, IJ (S.D.V. POLYMER)	25 ml	00703-5046-01	ASD, OS	\$35.50
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/(M.D.V. P.F.)	2 mg/ml, 100 ml	00013-1166-83	ASD, OS, FI, OTN	\$150.86
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/(M.D.V.)	150 mg, ea	00013-1116-83	ASD, OS, FI, OTN	\$113.75
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	2 mg/ml, 5 ml	00013-1136-91	ASD, OS, FI, OTN	\$8.49
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	10 ml	00013-1146-91	ASD, OS, FI, OTN	\$16.74
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	25 ml	00013-1156-79	ASD, FI, OTN	\$37.80
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	37.500 ml	00013-1176-87	ASD, FI, OTN, OS	\$59.59
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/RDF PDI, IJ	10 mg, ea	00013-1086-91	ASD, FI, OTN, OS	\$8.24
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/RDF PDI, IJ	50 mg, ea	00013-1106-79	ASD, OS, FI, OTN	\$37.15
Etoposide	(Bedford)/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	55390-0291-01	FI, OS	\$8.45
Etoposide	(Bedford)/INJ, IJ (M.D.V.)	25 ml	55390-0292-01	FI, OS	\$45.13
Etoposide	(Bedford)/INJ, IJ (M.D.V.)	50 ml	55390-0293-01	OS, FI	\$87.43
Etoposide	(Bristol-Myer Onc/Imm) Vepesid/INJ, IJ (M.D.V.)	7.5 ml	00015-3084-20	OS	\$51.45
Etoposide	(Bristol-Myer Onc/Imm) Vepesid/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	00015-3095-20	OS	\$34.30
Etoposide	(Gensia)/(BULK PACKAGE)	20 mg/ml, 50 ml	00703-5668-01	ASD, OS	\$78.63
Etoposide	(Gensia)/(M.D.V.)	20 mg/ml, 25 ml	00703-5646-01	ASD, OS	\$40.00

Etoposide	(Gensta)/INJ, IJ (M.D.V. POLYMER)	20 mg/ml, 5 ml	00703-5653-01	ASD, OS	\$7.00
Etoposide	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	00013-7336-91	ASD, OS, FI	\$9.47
Etoposide	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	10 ml	00013-7346-94	ASD, OS, FI	\$19.00
Etoposide	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	25 ml	00013-7356-88	ASD, OS, FI	\$44.00
Factor IX	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-01	ASD 3/99	\$0.79
Factor IX	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-02	ASD 3/99	\$0.79
Factor IX	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-04	ASD 3/99	\$0.79
Factor IX	(Genetics Inst.) Benefix/Factor IX Coagulation Factor PDI, IJ (S.D.V. w/diluent, 1000 iu)	1 iu, ea	58394-0001-01	ASD 2/00	\$0.81
Factor IX	(Genetics Inst.) Benefix/Factor IX Coagulation Factor PDI, IJ (S.D.V. w/diluent, 1000 iu)	1 iu, ea	58394-0002-01	ASD 2/00	\$0.81
Factor IX	(Genetics Inst.) Benefix/Factor IX Coagulation Factor PDI, IJ (S.D.V. w/diluent, 1000 iu)	1 iu, ea	58394-0003-01	ASD 2/00	\$0.81
Factor VIII	(Baxter Hyland/Immuno) Recombinate/anti-hemophilic factor, human PDI, IJ (approx. 1000 iu/Vial)	1 iu, ea	00944-2938-01	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Baxter Hyland/Immuno) Recombinate/anti-hemophilic factor, human PDI, IJ (approx. 1000 iu/Vial)	1 iu, ea	00944-2938-02	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Baxter Hyland/Immuno) Recombinate/anti-hemophilic factor, human PDI, IJ (approx. 1000 iu/Vial)	1 iu, ea	00944-2938-03	ASD, all sizes 3/99	\$0.78
Factor VIII	(Bayer Pharm) Koate HF/anti-hemophilic factor, human PDI, IJ (approx 1000 u/Vial)	1 iu, ea	00026-0664-50	ASD all sizes 3/99	\$0.42

Factor VIII	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 1500 u/Vial)	1 u, ea	00026-0664-60	ASD all sizes 3/99	\$0.42
Factor VIII	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 250 u/Vial)	1 u, ea	00026-0664-20	ASD all sizes 3/99	\$0.42
Factor VIII	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 500 u/Vial)	1 u, ea	00026-0664-30	ASD all sizes 3/99	\$0.42
Factor VIII	(Bayer Pharm) Kogenate/anti-hemophilic factor, recombinant PDI, IJ	1 u, ea	00026-0670-20	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Bayer Pharm) Kogenate/anti-hemophilic factor, recombinant PDI, IJ	1 u, ea	00026-0670-30	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Bayer Pharm) Kogenate/anti-hemophilic factor, recombinant PDI, IJ	1 u, ea	00026-0670-50	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Centeon) Bioclata/anti-hemophilic factor, recombinant PDI, IJ	1 u, ea	00053-8110-01	Biomed Plus, all sizes 3/99	\$0.91
Factor VIII	(Centeon) Bioclata/anti-hemophilic factor, recombinant PDI, IJ	1 u, ea	00053-8110-02	(unit) FFF, 8/99	\$0.86
Factor VIII	(Centeon) Bioclata/anti-hemophilic factor, recombinant PDI, IJ	1 u, ea	00053-8110-04	ASD, all sizes 3/99	\$0.78
Factor VIII	(Centeon) Helixate/anti-hemophilic factor, recombinant PDI, IJ	1 u, ea	00053-8120-01	ASD, all sizes 3/99	\$0.78
Factor VIII	(Centeon) Helixate/anti-hemophilic factor, recombinant PDI, IJ	1 u, ea	00053-8120-02	(unit) FFF, 8/99	\$0.86
Factor VIII	(Centeon) Helixate/anti-hemophilic factor, recombinant PDI, IJ	1 u, ea	00053-8120-04	Biomed Plus, all sizes 3/99	\$0.91
Factor VIII	(Centeon) Monoclata-P/anti-hemophilic factor, human PDI, IJ	1 u, ea	00053-7656-01	ASD all sizes 2/00	\$0.70
Factor VIII	(Centeon) Monoclata-P/anti-hemophilic factor, human PDI, IJ	1 u, ea	00053-7656-02	ASD all sizes 2/00	\$0.70
Factor VIII	(Centeon) Monoclata-P/anti-hemophilic factor, human PDI, IJ	1 u, ea	00053-7656-04	ASD all sizes 2/00	\$0.70
Fluorouracil	(Fujisawa/APP)/INJ, IJ (VIAL)	50 mg/ml, 10 ml	63323-0117-10	OS, FI	\$1.20
Fluorouracil	(Fujisawa/APP)/INJ, IJ (VIAL)	1gm, 20 ml	63323-0117-20	OS, FI	\$2.60

Fluorouracil	(Fujiwara/APP)/INJ, IJ (VIAL)	2.5 gm. 50 ml	63323-0117-51	OS, FI	\$6.00
Fluorouracil	(Fujiwara/APP)/INJ, IJ (VIAL)	5 gm. 100 ml	63323-0117-61	OS, FI	\$11.00
Fluorouracil	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	50 mg/ml, 10 ml	00013-1036-91	ASD, OS, OTN, FI	\$1.47
Fluorouracil	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	50 ml	00013-1046-94	ASD, OTN, FI	\$8.15
Fluorouracil	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	100 ml	00013-1056-94	ASD, OTN, FI, OS	\$14.44
Kytril	(SK Beecham Pharm.)/INJ, IJ (S.D.V.)	1 mg/ml, 1 ml	00029-4149-01	FI, OS, OTN, ASD	\$139.04
Kytril	(SK Beecham Pharm.)/INJ, IJ (S.D.V.)	1 mg/ml, 4 ml	00029-4152-01	FI, OTN, ASD, OS	\$555.67
Leucovorin Calcium	(Abbott Hosp.)/(VIAL, FLIPTOP 30 ML)	10 mg/ml, 25 ml	00074-4541-04	FI, OTN, ASD, OS	\$8.56
Leucovorin Calcium	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	10mg/ml, 10ml	00074-4541-02	FI, OTN, OS	\$3.85
Leucovorin Calcium	(Bedford)/PDI, IJ (VIAL)	50 mg. 10s ea	55390-0051-10	FI, OTN, ASD, OS	\$2.76
Leucovorin Calcium	(Bedford)/PDI, IJ (VIAL)	100 mg. 10s ea	55390-0052-10	FI, OTN, ASD, OS	\$3.24
Leucovorin Calcium	(Bedford)/PDI, IJ (VIAL)	200 mg. ea	55390-0053-01	FI, OTN, ASD, OS	\$8.19
Leucovorin Calcium	(Gensta)/PDI, IJ (P.F. VIAL)	100 mg. ea	00703-5140-01	OTN, ASD, OS	\$3.49
Leucovorin Calcium	(Gensta)/PDI, IJ (P.F. VIAL)	350 mg. ea	00703-5145-01	OTN, ASD, OS	\$15.83
Leucovorin Calcium	(Immunex)/PDI, IJ (P.F.)	350 mg. ea	58406-0623-07	OTN, FI, OS	\$14.58
Methotrexate Sodium	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 2 ml, ea	55390-0031-10	ASD, OTN, FI	\$2.63
Methotrexate Sodium	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 4 ml, ea	55390-0032-10	ASD, OTN, FI	\$3.65
Methotrexate Sodium	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 8 ml, ea	55390-0033-10	ASD, OTN, FI	\$6.03
Methotrexate Sodium	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 10 ml, ea	55390-0034-10	ASD, OTN, FI	\$5.70
Methotrexate Sodium	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 8 ml	58406-0683-12	ASD, OS, OTN, FI	\$5.84
Methotrexate Sodium	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 2 ml	58406-0683-15	ASD, ASD, OS, FI	\$2.91
Methotrexate Sodium	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 10 ml	58406-0683-16	ASD, OTN, FI, OS	\$7.10
Methotrexate Sodium	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 4 ml	58406-0683-18	FI, MK, OTN, OS	\$4.32
Methotrexate Sodium	(Immunex)/INJ, IJ (VIAL, L.P.F.)	25 mg/ml, 2 ml	58406-0681-14	ASD, OS, OTN, FI	\$3.43
Methotrexate Sodium	(Immunex)/PDI, IJ (S.D.V.)	1 gm. ea	58406-0671-05	OS, OTN, MK	\$45.97
Vinblastine Sulfate	(Bedford)/PDI, IJ (VIAL)	10 mg. ea	55390-0091-10	ASD, OS, OTN, FI	\$8.19
Vinblastine Sulfate	(Faulding)/INJ, IJ (VIAL)	10 mg. ea	61703-0310-18	ASD	\$7.95

Vinblastine Sulfate	(Fujisawa/APP)	1 mg/ml, 10 ml	00469-2780-30	ASD, OS	\$9.00
Vinblastine Sulfate	(Fujisawa/APP)	1 mg/ml, 10 ml	63323-0278-10	OTN, FI	\$10.93
Vincristine Sulfate	(Faulding)/INJ, LI (S.D.V., P.F.)	1 mg/ml, 1 ml	61703-0309-06	ASD, OS, OTN, FI	\$4.34
Vincristine Sulfate	(Faulding)/INJ, LI (S.D.V., P.F.)	1 mg/ml, 2 ml	61703-0309-16	ASD, OS, OTN, FI	\$7.60
Vincristine Sulfate	(Pharmacia/Upjohn) Vincasar/INJ, LI (VIAL)	1 mg/ml, 1 ml	00013-7456-86	ASD, OTN, FI, OS	\$5.10
Vincristine Sulfate	(Pharmacia/Upjohn) Vincasar/INJ, LI (VIAL)	1 mg/ml, 2 ml	00013-7456-86	ASD, OTN, FI, OS	\$8.35
Zofran	(Cerenex)/INJ, LI (M.D.V.)	2 mg/ml, 20 ml	000173-0442-00	FI, OTN, ASD, OS	\$169.06
Zofran	(Cerenex)/INJ, LI (PREMIXED BAG)	30 mg/50ml, 50 ml	000173-0461-00	FI, OTN, FI, OS	\$128.09
Zofran	(Cerenex)/INJ, LI (S.D.V.)	2 mg/ml, 2 ml	000173-0442-02	FI, OTN, OS	\$22.61

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EXHIBIT C
to Complaint

State of Alaska v. Abbott
Laboratories, et al.