

<p>STATE OF WISCONSIN 17 West Main Street Post Office Box 7857 Madison, WI 53707-7857,</p> <p>Plaintiff,</p> <p>v.</p> <p>ABBOTT LABORATORIES, An Illinois Corporation 100 Abbott Park Road Abbott Park, IL 60064-6400,</p> <p>AMGEN INC., A Delaware Corporation One Amgen Drive Thousand Oaks, CA 91320-1799</p> <p>ASTRAZENECA PHARMACEUTICALS, LP, A Delaware Corporation 1800 Concord Pike Wilmington, DE 19850,</p> <p>ASTRAZENECA, LP, A Delaware Corporation 1800 Concord Pike Wilmington, DE 19850,</p> <p>AVENTIS PHARMACEUTICALS, INC., A Delaware Corporation 300-400 Somerset Corporate Blvd. Bridgewater, NJ 08807-2854,</p> <p>BAXTER HEALTHCARE CORPORATION, A Delaware Corporation One Baxter Parkway Deerfield, IL 60015,</p> <p>BEN VENUE LABORATORIES, INC., A Delaware Corporation 300 Northfield Road Bedford, OH 44146,</p>	<p>Case No. 04 CV 1709</p> <p>Unclassified-Civil: 30703</p> <p>JURY TRIAL DEMANDED</p> <p>THE AMOUNT CLAIMED IS GREATER THAN THE AMOUNT CLAIMED UNDER WIS. STAT. § 799.01(1)(d)</p>
--	---

BOEHRINGER INGELHEIM
PHARMACEUTICALS, INC.,
A Connecticut Corporation
900 Ridgebury Road
Ridgefield, CT 06877,

BOEHRINGER INGELHEIM
ROXANE, INC.,
A Delaware Corporation
1809 Wilson Road
Columbus, OH 43216-6532,

BRISTOL-MYERS SQUIBB COMPANY,
A Delaware Corporation
345 Park Avenue
New York, NY 10154-0037,

DEY, INC.,
A Delaware Corporation
2751 Napa Valley Corporate Drive
Napa, CA 94558,

IMMUNEX CORPORATION,
A Washington Corporation
51 University Street
Seattle, WA 98101,

IVAX CORPORATION,
A Florida Corporation
4400 Biscayne Boulevard
Miami, FL 33137,

IVAX PHARMACEUTICALS, INC.,
A Florida Corporation
4400 Biscayne Boulevard
Miami, FL 33137,

JANSSEN LP f/k/a JANSSEN
PHARMACEUTICA PRODUCTS, LP,
A New Jersey Limited Partnership
1125 Trenton-Harbourton Road
Titusville, NJ 08560,

JOHNSON & JOHNSON, INC.,
A New Jersey Corporation
One Johnson & Johnson Plaza
New Brunswick, NJ 08933,

MCNEIL-PPC, INC.,
A New Jersey Corporation
7050 Camp Hill Road
Fort Washington, PA 19034,

MERCK & COMPANY, INC.,
A New Jersey Corporation
One Merck Drive
Whitehouse Station, NJ 08889-0100,

MYLAN, INC. f/k/a MYLAN
LABORATORIES, INC.,
A Pennsylvania Corporation
1500 Corporate Drive; Suite 400
Canonsburg, PA 15317,

MYLAN PHARMACEUTICALS, INC.,
A West Virginia Corporation
1500 Corporate Drive; Suite 400
Canonsburg, PA 15317,

NOVARTIS PHARMACEUTICALS
CORPORATION,
A New Jersey Corporation
One Health Plaza
East Hanover, NJ 07936,

ORTHO BIOTECH PRODUCTS, LP,
A New Jersey Limited Partnership
700 U.S. Highway 202
Raritan, NJ 08869,

ORTHO-MCNEIL PHARMACEUTICAL, INC.,
A Delaware Corporation
1000 U.S. Route 202 South
Raritan, NJ 08869,

PHARMACIA,
A Delaware Corporation
100 Route 206 North
Peapack, NJ 07977,

PFIZER, INC.,
A Delaware Corporation
235 East 42nd Street
New York, NY 10017,

ROXANE LABORATORIES, INC.,
A Nevada Corporation
1809 Wilson Road
Columbus, OH 43216,

SANDOZ, INC.
f/k/a GENEVA PHARMACEUTICALS, INC.,
A Delaware Corporation
506 Carnegie Center; Suite 400
Princeton, NJ 08540,

SCHERING-PLOUGH CORPORATION,
A New Jersey Corporation
2000 Galloping Hill Road
Kenilworth, NJ 07033-0530,

SICOR INC.,
A Delaware Corporation
19 Hughes
Irvine, CA 92618-1902,

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE,
A Delaware Corporation
One Franklin Plaza
Philadelphia, PA 19102,

TAP PHARMACEUTICAL PRODUCTS, INC.,
An Illinois Corporation
Bannackburn Lake, Office Plaza
2355 Waukegan Road
Deerfield, IL 60015,

TEVA PHARMACEUTICALS USA, INC.,
A Delaware Corporation
650 Cathill Road
Sellersville, PA 18960,

WARRICK PHARMACEUTICALS
CORPORATION,
A Delaware Corporation
12125 Moya Boulevard
Reno, NV 89506,

WATSON PHARMA, INC.
f/k/a Schein Pharmaceuticals, Inc.,
A Delaware Corporation
311 Bonnie Circle
Corona, CA 92880,

WATSON PHARMACEUTICALS, INC,
A Nevada Corporation
311 Bonnie Circle
Corona, CA 92880,

ZLB BEHRING, f/k/a Aventis Behring, LLC,
A Delaware Corporation
1020 1st Avenue
King of Prussia, PA 19406-0901,

Defendants.

THIRD AMENDED COMPLAINT

The State of Wisconsin, by its counsel Attorney General Peggy A. Lautenschlager, complains of the defendants as follows:

I. NATURE OF THE ACTION.

1. This is a lawsuit by the State of Wisconsin to recover forfeitures, penalties and other appropriate relief, and to secure 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 Wisconsin and its citizens to pay inflated prices for prescription drugs. The scheme involves the publication by defendants of phony “average wholesale prices,” which

then become the basis for calculating the cost at which “providers” – the physicians, clinics, and pharmacies who provide these prescription drugs to patients – are reimbursed by Wisconsin. 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 market place. By willfully engaging in this scheme, defendants have succeeded in having Wisconsin and its citizens 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 market place solely on the basis of legitimate factors such as price and the medicinal value of their drugs.

II. PARTIES AND JURISDICTION.

2. The State of Wisconsin brings this action in its sovereign capacity as a result of defendants’ unlawful conduct set forth below.

3. The defendants are all pharmaceutical companies whose deceptive scheme, described in this Complaint, has resulted in drugs being sold to Wisconsin and its citizens as detailed below.

4. Defendant Abbott Laboratories (“Abbott”) is an Illinois corporation with its principal place of business at 100 Abbott Park Road, Abbott Park, Illinois 60064-6400.

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

- a. Defendant Amgen Inc. (“Amgen”) is a Delaware corporation in the business of manufacturing and selling pharmaceuticals. Amgen’s principal place of business is located at One Amgen Drive, Thousand Oaks, California 91320-1799.

b. Defendant Immunex Corporation (“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 Street, Seattle, Washington, 98101.

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

7. Defendant Aventis Pharmaceuticals, Inc. (“Aventis”) is a Delaware corporation with its principal place of business located at 300-400 Somerset Corporate Boulevard, Bridgewater, New Jersey 08807-2854.

8. Defendant Baxter Healthcare Corporation (“Baxter”) is a Delaware corporation with its principal place of business at One Baxter Parkway, Deerfield, Illinois 60015.

9. The following four defendants are hereinafter referred to as the Boehringer Group:

a. Defendant Boehringer Ingelheim Pharmaceuticals, Inc. (“BIPI”), a wholly owned subsidiary of Boehringer, is a Connecticut corporation engaged in the business of manufacturing and selling pharmaceuticals. BIPI’s principal place of business is located at 900 Ridgebury Road, Ridgefield, Connecticut 06877.

b. Defendant Boehringer Ingelheim Roxane, Inc. (“BIRI”), a wholly owned subsidiary of Boehringer Ingelheim Corporation, is a Delaware corporation engaged in the business of manufacturing and selling

pharmaceuticals. BIRI's principal place of business is located at 1809 Wilson Road, Columbus, Ohio 43216-6532.

- c. Defendant Roxane Laboratories, Inc. ("Roxane"), a wholly owned subsidiary of Boehringer Ingelheim Corporation, is a Nevada corporation engaged in the business of manufacturing and selling pharmaceuticals. Roxane's principal place of business is located at 1809 Wilson Road, Columbus, Ohio 43216-6532.
- d. Defendant Ben Venue Laboratories, Inc. ("Ben Venue"), a wholly owned subsidiary of Boehringer Ingelheim Corporation, 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 Road, Bedford, Ohio 44146.

10. Defendant Bristol-Myers Squibb Company ("BMS") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. BMS' principal place of business is located at 345 Park Avenue, New York, New York 10154-0037. Westwood-Squibb ("Westwood") is a division of BMS.

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

12. The following five defendants are hereinafter referred to as the Johnson & Johnson Group:

- a. Defendant Johnson & Johnson, Inc. ("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, New Jersey 08933.

- b. Defendant Janssen LP f/k/a Janssen Pharmaceutica 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 Road, Titusville, New Jersey 08560.
- c. 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. Route 202 South, Raritan, New Jersey 08869.
- d. 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. Highway 202, Raritan, New Jersey 08869.
- e. 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 Road, Fort Washington, Pennsylvania 19034. McNeil Consumer & Specialty Pharmaceuticals (“McNeil Cons”) is a division of McNeil.

13. Defendant Merck & Company, 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.

14. The following two defendants are hereinafter referred to as the Mylan Group:

a. Defendant Mylan, Inc. f/k/a 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 Drive, Suite 400, Canonsburg, Pennsylvania 15317.

b. 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 Drive, suite 400, Canonsburg, Pennsylvania 15317.

15. The following two defendants are hereinafter referred to as the Novartis Group:

a. Defendant Novartis Pharmaceuticals Corporation (“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, New Jersey 07936.

b. Defendant Sandoz, Inc. (“Sandoz”), formerly known as Geneva Pharmaceuticals, Inc., is a wholly owned subsidiary of Novartis. Sandoz is a Delaware corporation engaged in the business of manufacturing and

selling pharmaceuticals. Sandoz's principal place of business is located at 506 Carnegie Center, Suite 400, Princeton, New Jersey 08540.

16. Defendant Pfizer, Inc. ("Pfizer") is a Delaware corporation with its principal place of business at 235 East 42nd Street, New York, New York 10017. In April 2003, Pfizer acquired Pharmacia. 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.

17. Defendant Pharmacia ("Pharmacia") is a Delaware corporation with its principal place of business located at 100 Route 206 North, Peapack, New Jersey 07977. Pharmacia was created through the merger of Pharmacia and Upjohn, Inc., and Monsanto Company on March 31, 2000. Pharmacia was acquired by defendant Pfizer in April 2003.

18. The following two defendants are hereinafter referred to as the Schering Group.

- a. Defendant Schering-Plough Corporation ("Schering-Plough") is a New Jersey corporation with its principal place of business located at 2000 Galloping Hill Road, Kenilworth, New Jersey 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.
- b. Defendant Warrick Pharmaceuticals Corporation ("Warrick"), is a Delaware corporation with its principal place of business at 12125 Moya Boulevard, Reno, Nevada. Warrick is a wholly owned subsidiary of Defendant Schering-Plough and has been since its formation in 1993. Warrick manufactures generic pharmaceuticals.

19. The following four defendants are hereinafter referred to as the Teva Group.
- a. Defendant Teva Pharmaceuticals USA, Inc. (“Teva US”) is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Teva’s principal place of business is located at 650 Cathill Road, Sellersville, Pennsylvania 18960. Teva US is a subsidiary of an Israeli Corporation, Teva Pharmaceutical Industries, Ltd. (“Teva Ltd.”).
 - b. 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, Florida 33137.
 - c. 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, Florida 33137.
 - d. Defendant Sicor, Inc. (“Sicor”) is a Delaware Corporation with its principal place of business at 19 Hughes, Irvine, California 92618-1902. Sicor is owned by Teva.

20. Defendant SmithKline Beecham Corporation, d/b/a GlaxoSmithKline (“GlaxoSmithKline”), is a Delaware corporation with its principal place of business at One Franklin Plaza, Philadelphia, Pennsylvania 19102.

21. Defendant TAP Pharmaceutical Products, Inc. (“TAP”) is a Delaware corporation headquartered at Bannackburn Lake Office Plaza, 2355 Waukegan Road, Deerfield Illinois 60015. TAP is jointly owned by Abbott Laboratories and Takeda Chemical Industries, Ltd.

22. The following two defendants are hereinafter referred to as the Watson Group:

- a. 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 Circle, Corona, California 92880.
- b. Defendant Watson Pharma, Inc. (“Watson Pharma”), formerly known as Schein Pharmaceuticals, Inc., a wholly owned subsidiary of Watson 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 Circle, Corona, California 92880.

23. ZLB Behring (“Behring”), formerly known as Aventis Behring, LLC, is a Delaware corporation with its principal place of business located at 1020 1st Avenue, King of Prussia, Pennsylvania 19406-0901.

24. This Court has jurisdiction over the plaintiffs’ claims as they involve claims arising exclusively under Wisconsin statutes and Wisconsin common law.

25. Jurisdiction and venue are proper in Dane County, Wisconsin, in that all of the defendants do substantial amounts of business there.

III. FACTUAL BACKGROUND

A. The Market For Prescription Drugs.

26. The market for prescription drugs is extremely complex. It is composed of over 65,000 separate National Drug Codes (“NDCs”) and is non-transparent. (There is a separate NDC number for each dosage and package size of each drug manufactured by each manufacturer.) The essential structure of the market is as follows. The drugs themselves are manufactured by enormous and hugely profitable companies such as defendants. Defendants sell the drugs (with varying numbers of intermediaries, primarily wholesalers, involved in the process) to physicians, clinics, and pharmacies. These physicians, clinics, and pharmacies are called “providers.” The providers then in essence resell the drugs to those requiring them when the drugs are prescribed for, administered or dispensed to those patients. Most patients have private or public health insurance coverage. Where a patient has such insurance, the price that is paid for the patient’s prescribed drug ultimately will be paid in whole or large part by a private insurance company, a self-insured entity, or a government entity in the case of Medicare and Medicaid programs. These private insurance companies, self-insured entities, and government entities are known as “payers.” More often than not, the payer will make the reimbursement payment directly to the provider, not to the patient.

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

28. First, in most markets, demand for a product is determined by the ultimate consumers of 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 recipient of the drug – the patient – but by physicians, by hospitals in which the patient is treated, home

health care agencies, long term care pharmacies or (with respect to the decision to use generic drugs versus brand-name drugs) a pharmacy. Since prescription drugs are dispensed only on a physician's order, the physician has the principal say in 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), the result will be that the physicians (particularly residents and attending physicians who are employed by the hospital) will likely order that drug rather than a competing drug. Long term care pharmacies also have similar formularies. Likewise, although pharmacists do not prescribe drugs, pharmacists can exert important influence over the choice of which drug the patient will purchase where there is a choice between buying different generic versions of the same drug.

29. A second difference of the prescription drug market from more 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.

30. 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 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 profit. The larger the "spread" that can be created for a particular drug, the greater the incentive the provider has for choosing, or for influencing 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 Markets.

31. The purpose of Wisconsin's Medicaid program is to provide medical assistance to the State's neediest citizens.

32. Wisconsin, through its Medicaid program, is a huge purchaser of drugs, purchasing over \$610 million annually. Although participation by the defendants in the Wisconsin Medicaid program is purely voluntary, because of the size of the Wisconsin Medicaid program, all defendants have chosen to participate and sell drugs to Wisconsin's Medicaid participants. Thus, Wisconsin may at any given time have to reimburse a pharmacist for any of the drugs of any of the defendants—a universe of many thousands of drugs.

33. Wisconsin's task is further complicated in that Federal law places limits on what Wisconsin may pay for any particular drug. According to 42 C.F.R. § 447.331, Wisconsin may reimburse pharmacists at “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. The “estimated acquisition cost” “means the agency's 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 Wisconsin can pay for a drug is the estimated acquisition cost of that drug to a provider.

34. Defendants have hidden the wholesale prices at which they sell their drugs, and their knowledge about the prices at which wholesalers sell their drugs to providers, (as described in more detail herein) thus depriving Wisconsin of access to the pricing information it needs to estimate accurately the acquisition cost of defendants' drugs. Because neither Wisconsin nor any other state has the knowledge base required to accurately estimate defendants' drug prices, entire

businesses have grown up to provide pricing information to the states and others. Two of these are of particular importance in this case. They are First DataBank and the Redbook. These compendiums purport to supply accurate price information on defendants' drugs through information obtained from defendants themselves.

35. Wisconsin, as most other states, has chosen First DataBank as its primary price source. First DataBank purports to supply the states with accurate information about the average wholesale price ("AWP") of all drugs which it receives from the drug manufacturers themselves. As First DataBank explained the concept of the Average Wholesale Price 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.

Exhibit A.

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

36. Because Wisconsin, like most states, has no consistent source of systematic information about providers' acquisition cost for the drugs that it reimburses, Wisconsin has used

the prices reported to First DataBank by defendants and published by First DataBank, to estimate the acquisition cost of most of its drugs.

37. As a practical matter, Wisconsin, as most other states, is dependant on the First DataBank pricing reports for the maintenance of its Medicaid claims processing system. Wisconsin contracts with EDS, a company whose business is to electronically process on a real-time basis claims for drugs prescribed, or administered to, Wisconsin Medicaid participants. At the time a prescription is presented to a pharmacy, the pharmacy submits a real-time claim to EDS electronically through what is called a Point-of-Sale (POS) claims processing system. Upon receipt, the POS system monitors the reimbursement claim for eligibility, covered drugs, Medicaid cost containment policies, and pricing. EDS then sends a real time response which includes the authorized payment and any patient liability, for example a co-pay. Thereafter EDS sends Remittance and Status Reports (R&S) to Medicaid certified providers for paid real-time claims.

38. First DataBank sends its updated AWP's for the thousands of NDC codes listed in its data base to EDS on a weekly basis and this information is entered into the system. These prices become the basis for Wisconsin's reimbursements to providers. There is no other electronic source for this information.

39. Thus, Wisconsin is functionally dependent on the accuracy of the data supplied by First DataBank, and supplied to First DataBank by the defendants, in meeting its obligation to pay providers no more than its estimated actual acquisition cost of their drugs.

C. Defendant's Corruption of the Government Medicaid Assistance Programs.

40. Defendants have defeated the intent of the Medicaid Program to pay providers at a rate no greater than their acquisition cost by reporting false and inflated AWP's to First

DataBank and/or by reporting prices which, they knew, because of the manner of First DataBank's operations, would misrepresent defendants' true wholesale prices. One purpose of this scheme was and is to create the spread between the true wholesale price of a drug and the false and inflated AWP reported 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.

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

42. One example of how defendants market this spread is Adriamycin, one of the drugs used in treating breast cancer. Defendant Pharmacia reported an AWP of \$241.36 for Adriamycin in April 2000 when the drug was actually selling at wholesale for as low as \$33.43, creating a "spread" of \$207.93. These spreads were then advertised to oncology providers in promotions which emphasized a wide margin of profit. Other examples of this conduct are contained in the documents attached hereto as Exhibits B-1 through B-6.

43. All of the defendants have inflated the reported average wholesale prices of their drugs and those of their subsidiaries to levels far beyond the real average wholesale price of their drugs and those of their subsidiaries. One high-ranking industry executive has described it as the industry practice to do so.

44. In 2004, high ranking executives of defendants Roxanne, Dey, Aventis and Barr testified in Congress that the AWP was not a legitimate price. And, defendant Dey's chief financial officer testified before Congress as follows: "Why doesn't Dey lower its AWP on

generic drugs? The simple answer is that given the system that now exists our customers won't buy from us if we lower our AWP.”

45. Dey brought a lawsuit against First DataBank, the publisher of the medical compendium that Wisconsin Medicaid relies on for prescription drug pricing, because it published the *actual* average wholesale price of Dey's drugs instead of the false average wholesale price sent to the publisher by Dey. Dey's principal allegation in that lawsuit was that the publication of its actual prices for drugs was inconsistent with the practice in the industry of accepting and publishing reported, inflated AWPs, and that such publication put Dey at a competitive disadvantage because it had no “spread” to advertise.

46. Attached as Exhibit C 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 AWPs. 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).

47. Examples of the defendants' practices of inflating AWPs include the following:

Manufacturer/Drug	2000 AWP	2000 Available Price	Spread	% Spread
Baxter Dextrose	\$ 542.88	\$ 86.40	\$ 456.48	528%
Ben Venue/Bedford Labs Etoposide, 20 ml.	\$ 550.00	\$ 45.13	\$ 504.87	1119%
Pharmacia/Upjohn Methylprednisolone Sodium Succinate (Solu- Medrol)	\$ 21.90	\$ 5.51	\$ 16.39	297%

48. Plaintiff has secured the false prices defendants caused to be published from First DataBank, the business supplying Wisconsin and most other states with pricing information for use in its Medicaid program. Wisconsin has also secured data showing the true average wholesale prices of defendants' drugs from two of the three major national drug wholesalers: Cardinal and AmerisourceBergen. Attached as Exhibit E is the list of drugs required by the Court pursuant to its order Remainder of the Decision and Order on Defendants' Motions to Dismiss - 5/18/2006.

49. Defendants have similarly illegally and deceptively misrepresented and inflated the wholesale acquisition cost ("WAC") of their drugs, making it appear that any reduction in the purchase price beyond the listed WAC would result in a loss to the wholesaler and was, hence, unachievable, when in fact the WAC was often secretly discounted by the defendants to purchasers other than the Medicaid and Medicare programs through an elaborate charge back system.

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

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

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

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

53. First, defendants sell their drugs in a unique manner which hides the true price of their drugs. This scheme works as follows. Upon agreeing on a quantity and price of a drug with a provider, or group of providers, the defendants purport to sell the agreed upon drugs to wholesalers with whom they have a contractual arrangement, at a price they call the Wholesale Acquisition Cost (“WAC”). The WAC may be higher than the price agreed upon by the provider and the drug manufacturer. The wholesaler then ships the product to the provider, charging the provider the (lower) price originally agreed upon by the drug manufacturer and the provider. When the wholesaler receives payment from the provider, it charges the manufacturer for the difference between the price agreed-to between the manufacturer and the provider and the WAC, and sends a bill to the manufacturer, called a “charge back,” for the difference between the WAC and the price actually paid by the provider. These charge backs, (or shelf adjustments, or other economic inducements) are kept secret, 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 that the “wholesale price” of the drug is higher than it really is. Defendants hide other actual price reductions by directly paying providers market share rebates which are calculated long after the actual purchase dates of the drugs.

54. Second, defendants further inhibit the ability of Wisconsin and other 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.

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

56. 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 TAP has pled guilty to a federal criminal indictment for engaging in such conduct, and paid \$875 million in fines and damage, and defendant AstraZeneca paid \$355 million to settle federal fraud charges that it induced doctors to falsely bill Medicare and Medicaid.

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

58. Defendants have further concealed their conduct by making sure that all of the entities purchasing drugs directly from the defendants (and, hence, knowledgeable about 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 reported AWP, the more money they

make. Thus, providers willingly sign drug sales contracts requiring them to maintain secrecy about the prices they pay for drugs.

59. Defendants have themselves continuously concealed the true price of their drugs and continued to publish deceptive AWP 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 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.

60. Defendants' unlawful scheme has completely corrupted the market for prescription drugs. Instead of competing on prices and medicinal value alone, the defendants have 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 not only with Wisconsin statutes, but also its 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, and competition on the basis of such spreads has the potential to influence (consciously or unconsciously) providers to prescribe less efficacious drugs over ones with greater medicinal value. Because of defendants' concealment of their scheme, Wisconsin and its citizens have 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 Wisconsin and its citizens to pay scores of millions of dollars a year more than they should for their prescription drugs, and may well be inducing some providers to prescribe less efficacious drugs.

V. THE INJURY TO GOVERNMENTAL HEALTH PLANS CAUSED BY DEFENDANTS' FALSE WHOLESALE PRICES.

A. The Wisconsin Medicaid Program.

61. 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, including prescription drugs. Wisconsin Medicaid has three major programs: (1) Medicaid provides for very low-income children, parents, pregnant women, and elderly and disabled adults; (2) BadgerCare provides for children and parents with income up to 185% of the federal poverty level; and (3) SeniorCare provides prescription medicines to seniors with income up to 240% of the federal poverty level. In fiscal year 2004-05, Wisconsin Medicaid expenditures are projected to total \$4.4 billion including \$4.1 billion for Medicaid, \$176 million for BadgerCare and \$108 million for SeniorCare. As of October 2004, enrollment totals include Medicaid – 617,000, BadgerCare – 91,000, and SeniorCare – 90,000. Total enrollment, 798,000 Wisconsin citizens, represents approximately 14% of the state population. The Medicaid pharmacy program provides a drug benefit to 275,304 recipients. Medicaid drug expenditures are projected to be \$610 million or 8% of the Medicaid budget in 2004-05 and SeniorCare drug expenditures are projected to be \$95 million. Since 2001, the cost of prescription drugs in the Wisconsin Medicaid program has increased approximately 49% from \$408 million to \$610 million.

62. With some exceptions, reimbursement to pharmacies and physicians for drugs covered by the Wisconsin Medicaid Program is made at the AWP minus a percentage (currently 13 percent), plus a dispensing fee.

63. For a minority of the drugs purchased by Wisconsin the state sets its reimbursement rate at either the Federal Upper Limit (“FUL”) or at a rate established by the State Maximum Acquisition Cost (“MAC”) program. For multi-source drugs that have at least three suppliers, the Center for Medicaid Services (“CMS”) generally establishes federal upper limits or 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 capsule or, in the case of liquids, the commonly listed size. 42 C.F.R. § 447.332. As a practical matter CMS relies on the published AWP to set most of its FULs. The states may also set reimbursement rates for these drugs at rates lower than the FUL pursuant to the State MACing program and Wisconsin has done so in a number of instances.

64. At all times, each defendant was aware of the reimbursement formula used in the Wisconsin Medicaid Program and the reliance of the Medicaid Program on the defendants’ reported AWP.

65. By publishing 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 Wisconsin false and inflated prices for these drugs, and interfered with Wisconsin’s ability to set reasonable reimbursement rates for these drugs.

66. As a consequence, Wisconsin’s Medicaid program has paid more for prescription drugs than it would have paid if defendants had published their true wholesale prices.

B. Medicare.

67. Medicare is a health insurance program created by the federal government for the elderly and disabled and other eligible persons. 42 U.S.C. 1395, *et. seq.* Typically, individuals become eligible for Medicare health insurance benefits if they are over 65 years of age, disabled,

or have end stage renal disease. There are two major components of the Medicare Program, Part A and Part B.

68. Medicare Part B is an optional program that provides coverage for some healthcare services for Wisconsin's participating elderly and disabled citizens not covered by Part A. 42 U.S.C. 1395j through 1395w-4. Medicare Part B is supported by government funds and premiums paid by eligible individuals who choose to participate in the program.

69. At issue here is Medicare Part B's limited benefit for drugs which are provided either: (a) incident to a physician's service and cannot generally be self-administered; or (b) in conjunction with the medical necessity of an infusion pump or nebulizer or other durable medical device payable under Medicare's DME benefit equipment (DME).

70. In order to calculate the portion Medicare recipients must pay for Part B benefits, the Medicare program has generally relied upon the falsely reported AWP. For example, from January 1, 1999, the methodology for calculating the allowable cost of multiple source drugs and biologicals is 95% of the lesser of the median average wholesale price for all sources of the generic forms of the drug or biological or lowest average wholesale price of the brand name form of the drug or biological. 42 C.F.R. § 405.517. (Prior to this change the Medicare Program reimbursed providers on the basis of the full AWP rate.) Medicare then pays eighty percent (80%) of the allowable cost. The remaining 20% is paid as a co-payment by the Medicare Part B beneficiary, or for eligible individuals, by the Medicaid Program. In addition, Medicare Part B beneficiaries are required to pay an annual deductible amount before Part B benefits are payable.

71. Because Medicare Part B participants must pay 20 percent of the allowable cost, which is based on the AWP, for their medications, and because defendants have published false and inflated AWPs for their drugs, Medicare Part B participants are paying substantially more

for their co-pay—either directly or through higher insurance premiums defraying the cost of this co-pay—than they would pay if defendants published their true wholesale prices. Indeed, with respect to at least some drugs, the 20% co-pay for the Medicare Part B participant is greater than the entire cost of the drug.

VI. DEFENDANTS' CONDUCT WAS INTENTIONALLY IN DISREGARD OF ESTABLISHED LAW.

72. Defendants had a duty to deal completely honestly with the State of Wisconsin and they so knew.

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

74. Wisconsin has specifically declared that it is a deceptive practice [Wis. Stat. §100.18(10)(b)], to call a price a wholesale price if retailers are actually purchasing the product at less.

75. Congressional hearings have excoriated the pharmaceutical industry for causing untrue AWP's to be published.

76. Defendants have willfully ignored, and continue to ignore, 1) their duty to Wisconsin to behave with scrupulous honesty, 2) case law uniformly holding that their pricing practices are unlawful, 3) Wisconsin's clear statutory prohibition of their conduct and 4) the reprimands of Congress.

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

VII. HARM TO WISCONSIN AND ITS CITIZENS.

78. Defendants' unlawful activities have significantly and adversely impacted Wisconsin and its citizens. Wisconsin has had to pay more for the drugs it purchases through its Medicaid program. Wisconsin Medicare Part B participants, who are primarily elderly and disabled citizens, have had to pay higher co-pays for their prescriptions than if defendants had truthfully reported the wholesale prices of their drugs.

COUNT I — Violation of Wis. Stat. § 100.18(1)

79. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

80. Defendants' conduct described above violates Wis. Stat. § 100.18(1), which prohibits representations with the intent to sell, distribute, or increase the consumption of merchandise when the representation contains any assertion, representation, or statement of fact that is untrue, deceptive, or misleading.

81. Defendants' conduct constitutes a violation against the elderly and disabled pursuant to Wis. Stat. § 100.264(2) in that the defendants' conduct that violates Wis. Stat. § 100.18(1) was perpetrated against the elderly and/or disabled; and (a) each defendant should have known that its conduct was perpetrated against the elderly and/or disabled; (b) each defendant caused an elderly or disabled person to lose assets essential to the health or welfare of those persons; or (c) the defendants' conduct caused economic loss that elderly or disabled persons are more likely to suffer due to age, poor health, impaired understanding, or restricted mobility.

82. Wisconsin and its citizens participating in the Medicare Part B program have been harmed by defendants' deceptive conduct in falsely inflating their wholesale prices in that they have paid far more for the drugs manufactured by defendants than they would have paid had the defendants truthfully reported the average wholesale prices of their drugs.

WHEREFORE Plaintiff State of Wisconsin prays that the Court:

- A. Grant judgment for the plaintiff State of Wisconsin.
- B. Enjoin the defendants from continuing the unlawful practices described above.
- C. Grant plaintiff State of Wisconsin, its citizens, and State programs who have been harmed by defendants' practices, restitution to restore their pecuniary loss, pursuant to Wis. Stat. § 100.18(11)(d).
- D. Grant plaintiff damages pursuant to Wis. Stat. § 100.18(11)(b)2 and § 100.263.
- E. Grant plaintiff its costs and attorneys' fees.
- F. Impose forfeitures against the defendants as required by Wis. Stat. §§ 100.26(4) and 100.264(2), and the appropriate penalty assessments and costs as required by Wisconsin law.
- G. Grant such other and further relief as this Court deems just and equitable.

COUNT II — Violation of Wis. Stat. § 100.18(10)(b)¹

83. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

¹ Although the Court has ruled that Count II is not a separate claim from Count I, we plead Count II solely to preserve the record for appeal.

84. Wisconsin Stat. § 100.18(10)(b) explicitly states that it is deceptive to represent the price of any merchandise as a manufacturer's or wholesaler's price, or a price equal thereto, unless the price is not more than the price that retailers regularly pay for the merchandise. Defendants' conduct in causing to have published wholesale prices that were and are significantly greater than the true average prices for drugs paid by pharmaceutical retailers (pharmacists and healthcare providers) was, and is, a deceptive act within the meaning of Wis. Stat. § 100.18(10).

85. Defendants' conduct constitutes a violation against the elderly and disabled pursuant to Wis. Stat. § 100.264(2) in that the defendants' conduct that violates Wis. Stat. § 100.18(10)(b) was perpetrated against the elderly and/or disabled; and (a) each defendant should have known that its conduct was perpetrated against the elderly and/or disabled; (b) each defendant caused an elderly or disabled person to lose assets essential to the health or welfare of those persons; or (c) the defendants' conduct caused economic loss that elderly or disabled persons are more likely to suffer due to age, poor health, impaired understanding or restricted mobility.

86. Wisconsin and its citizens participating in the Medicare Part B program have been harmed by defendants' deceptive conduct in falsely inflating their average wholesale prices in that they have paid far more for the drugs manufactured by defendants than they would have paid had the defendants truthfully reported the average wholesale prices of their drugs.

WHEREFORE plaintiff State of Wisconsin prays that the Court:

- A. Grant judgment for the plaintiff State of Wisconsin.
- B. Enjoin the defendants from continuing the unlawful practices described above.

- C. Grant plaintiff State of Wisconsin and its citizens who have been harmed by defendants' practices, restitution to restore their pecuniary losses, pursuant to Wis. Stat. § 100.18(11)(d).
- D. Grant plaintiff damages pursuant to Wis. Stat. § 100.18(11)(b)2 and § 100.263.
- E. Grant plaintiff its costs and attorneys' fees.
- F. Impose forfeitures against the defendants as required by Wis. Stat. §§ 100.26(4) and 100.264(2), and the appropriate penalty assessments and costs as required by Wisconsin law.
- G. Grant such other and further relief as this Court deems just and equitable.

COUNT III — Violation Of the Wisconsin Trust And Monopolies Act

87. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

88. All of the defendants have discounted secretly from defendants' published prices with the intent and effect of injuring competition and creating artificially inflated markets and market prices for their products. Additionally, the defendants have paid Pharmacy Benefit Managers secret discounts, rebates, and other economic benefits with the intent and effect of artificially inflating the private payer market for their products. As a result of this unlawful conduct, the market for the drugs manufactured by defendants has been artificially distorted, and the prices Wisconsin and its citizens have paid for defendants' drugs increased beyond that which would have existed absent defendants' unlawful discounts and rebates.

89. Defendants have concealed the extent and nature of their unlawful activities as described above.

90. Defendants' conduct violates Wis. Stat. § 133.05, which prohibits the secret payment of rebates, refunds, commissions or unearned discounts.

91. Wisconsin and its citizens have been damaged by defendants' conduct in that they have paid more for drugs than they would have paid if defendants had not engaged in the unlawful scheme described herein.

WHEREFORE plaintiff prays that the Court:

- A. Grant judgment for the plaintiff.
- B. Enjoin the defendants from continuing the unlawful practices described above.
- C. Impose forfeitures against the defendants as required by Wis. Stat. § 135.04(4), and the appropriate penalty assessments and costs as required by Wisconsin law.
- D. Grant Wisconsin and those injured by defendants' conduct threefold the damages suffered as a result of defendants' unlawful conduct.
- E. Grant plaintiff its costs and attorneys' fees.
- F. Grant such other and further relief as the Court deems just.

**COUNT IV – VIOLATION OF WIS. STAT. § 49.49(4m)(a)(2)
MEDICAL ASSISTANCE FRAUD**

92. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

93. Each of the defendants produces, markets, and sells pharmaceutical products for which the State of Wisconsin Medicaid Program makes a payment.

94. Each of the defendants knowingly made or caused to be made false statements or representations of material fact for use in the determination and calculation of payment by the Wisconsin Medicaid Program in violation of Wis. Stat. § 49.49(4m)(a)(2).

95. Each of the defendants used a variety of schemes, devices, agreements and false statements, and misrepresentations that had the effect of increasing the amount the Wisconsin Medicaid Program paid as part of the Medicaid Program. The governing statute of limitations for this Count and Count V is set forth in Wis. Stats. § 893.87.

WHEREFORE, the plaintiff respectfully requests:

- A. An amount reasonably necessary to remedy the harmful effect of the defendants' false and misleading publication and dissemination of their AWP.
- B. Forfeitures in the amount of not less than \$100 and not more than \$15,000 for each AWP reported by each defendant for the last ten years.
- C. The reasonable and necessary costs of investigation and prosecution of this case, including actual attorneys' fees.

COUNT V — Unjust Enrichment

96. Plaintiff State of Wisconsin realleges and incorporates by reference all previous allegations.

97. As a result of defendants' misleading pricing information, Wisconsin and its Medicare Part B participants purchased drugs at prices greater than they would have had defendants not engaged in unlawful conduct.

98. Each defendant knew that Wisconsin and its Medicare Part B participants were being overcharged by pharmacy providers and physicians as a direct result of defendants' misleading pricing information.

99. As a result of defendants' unlawful conduct, defendants obtained increased sales, market share and profits at the expense of Wisconsin and its citizens.

100. 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 Wisconsin and its citizens.

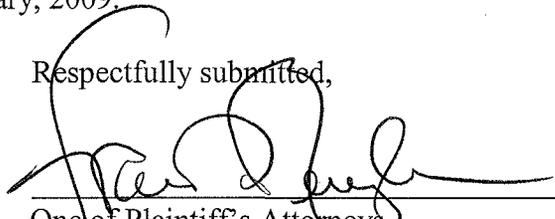
WHEREFORE plaintiff prays that this Court:

- A. Grant judgment for plaintiff.
- B. Grant plaintiff damages.
- C. Grant plaintiff its costs and attorneys' fees.
- D. Grant such other and further relief as the Court deems just.

PLAINTIFF DEMANDS TRIAL BY JURY OF 12.

Dated this 3rd day of February, 2009.

Respectfully submitted,



One of Plaintiff's Attorneys

J.B. VAN HOLLEN
Attorney General

FRANK D. REMINGTON
Assistant Attorney General, State Bar #1001131
Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-3542 (FDR)

(608) 267-7163 (LAS)

CHARLES BARNHILL

State Bar #1015932

ELIZABETH J. EBERLE

State Bar #1037016

ROBERT S. LIBMAN

Admitted Pro Hac Vice

BENJAMIN J. BLUSTEIN

Admitted Pro Hac Vice

Miner, Barnhill & Galland, P.C.

44 East Mifflin Street, Suite 803

Madison, WI 53703

(608) 255-5200

P. Jeffrey Archibald

State Bar # 1006299

Archibald Consumer Law Office

1914 Monroe St.

Madison, Wisconsin 53711

(608) 661-8855

Attorneys for Plaintiff,

State of Wisconsin

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT A

FEBRUARY 3, 2009

Hirschmann
DEPOSITION
EXHIBIT
352
11/12/92

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

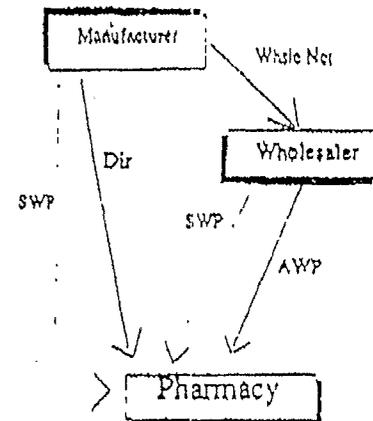


Figure 1

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

Editor.....	Jim Wilson
Publisher.....	Joe Hirschmann
Editorial Assistant.....	Amy Ream
Contributors:	Ed Edelman, Virginia Halsey, Pamela Catling, Jerry Roberts, Linde Seldno, Beth Rader
Published monthly by First DataBank	
Copyright 1991 The Hirst Corporation	

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.

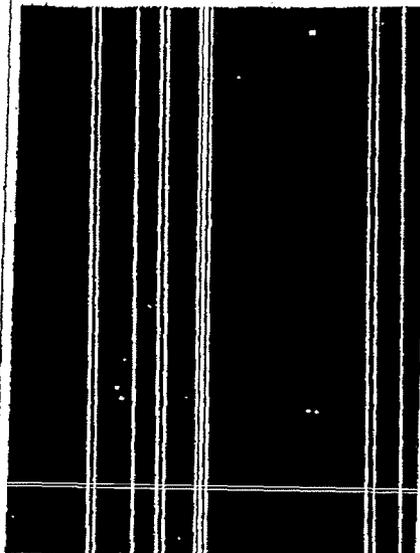
Although the occasional

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

Capoten, Prolxin 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, MDR, 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 his advancement and achievement, and look forward to watching his future successes.

Arkansas Medicaid

Arkansas Prior Authorization (AR*PA) is now available. AWP 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.

Attorneys' Eyes Only

HIGHLY CONFIDENTIAL
FILED UNDER SEAL

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT B-1

FEBRUARY 3, 2009

HIGHLY CONFIDENTIAL
FILED UNDER SEAL

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT B-2

FEBRUARY 3, 2009

HIGHLY CONFIDENTIAL
FILED UNDER SEAL

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT B-3

FEBRUARY 3, 2009

HIGHLY CONFIDENTIAL
FILED UNDER SEAL

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT B-4

FEBRUARY 3, 2009

HIGHLY CONFIDENTIAL
FILED UNDER SEAL

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT B-5

FEBRUARY 3, 2009

HIGHLY CONFIDENTIAL
FILED UNDER SEAL

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT B-6

FEBRUARY 3, 2009

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT C

FEBRUARY 3, 2009

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

Exhibit C

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@hcfa.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, Fliptop)	500 mg, 10s	00074-4427-01	BB, MK	\$349.05
Acyclovir Sodium	(Abbott Hosp.)/(Vial, Fliptop)	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	(Fujisawa/APP)/PDI, IJ (VIAL)	500 mg, 10s	63323-0105-10	BB, MK	\$371.50
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	1000 mg, 10s	63323-0110-20	BB, MK	\$751.80
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	500 mg, 10s	63323-0325-10	BB	\$150.00
Acyclovir Sodium	(Fujisawa/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	(Warrick)/SOL, IH	0.083%, 3ml, 60s	59930-1500-06	BB, MK, AND	\$21.92
Albuterol Sulfate	(Warrick)/SOL, IH	0.083%, 3ml, 25s, UD	59930-1500-08	BB, MK, AND	\$9.16
Albuterol Sulfate	(Warrick)/SOL, IH	0.5%, 20 ml	59930-1515-04	BB, MK	\$5.65
Amikacin Sulfate	(Abbott Hosp.)/(Vial, Fliptop)	50 mg/ml, 2 ml, 10s	00074-1955-01	BB	\$125.00
Amikacin Sulfate	(Abbott Hosp.)/(Vial, Fliptop)	250 mg/ml, 2 ml, 10s	00074-1956-01	BB, MK	\$150.00

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

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

Dextrose	(Abbott Hosp.) /(LIFECARE/PLASTIC)	5%, 1000 ml	00074-7922-09	BB, TRI	\$2.34
Dextrose	(Abbott Hosp.) /(LIFECARE/PLASTIC)	(2000 ml container), 50%, 1000 ml	00074-7936-17	BB, FI, OTN, TRI, OS	\$11.24
Dextrose	(Abbott Hosp.) /(LIFECARE/PLASTIC)	(1000 ml container), 50%, 500 ml	00074-7936-19	ASD, OTN, FI, TRI, OS	\$7.09
Dextrose	(Abbott Hosp.)/INJ, IJ, (50/150 ML PART FILL)	5%, 50 ml	00074-1523-01	BB, OTN, FI, 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	FI, TRI	\$2.11
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	5%, 100ml	00338-0017-48	FI, 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, IJ (100 ML PAB)	50 ml	00264-1510-31	TRI, OTN	\$1.61
Dextrose	(McGaw)/INJ, IJ (150 ML PAB)	5%, 100 ml	00264-1510-32	TRI, OTN	\$1.62
Dextrose with Sodium Chloride	(Abbott Hosp.)	5%-0.45%, 250 ml	00074-7926-02	TRI, FI, OS	\$1.80
Dextrose with Sodium Chloride	(Abbott Hosp.)	500 ml	00074-7926-03	TRI, OTN, ASD, FI, OS	\$1.96
Dextrose with Sodium Chloride	(Abbott Hosp.)	1000 ml	00074-7926-09	TRI, OTN, ASD, FI, OS	\$2.66
Dextrose with Sodium Chloride	(Abbott Hosp.)	5%-0.9%, 250 ml	00074-7941-02	TRI	\$1.93
Dextrose with Sodium Chloride	(Abbott Hosp.)	500 ml	00074-7941-03	TRI, OTN, ASD, FI, OS	\$1.85
Dextrose with Sodium Chloride	(Abbott Hosp.)	1000 ml	00074-7941-09	BB, OTN, 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	(Abbott Hosp.)/(CARPUJECT LUER LOCK)	5 mg/ml, 2 ml, ea C-IV	00074-1273-32	BB	\$2.03
Diazepam	(Abbott Hosp.)/(CARPUJECT, 22GX1-1/4")	5 mg/ml, 2ml, ea C-IV	00074-1273-02	BB, FI	\$2.12

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

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

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

<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 250 ml	00338-0049-02	TRI, FI	\$1.49
<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 500 ml	00338-0049-03	TRI, FI	\$1.58
<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 1000 ml	00338-0049-04	TRI, FI	\$2.03
<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 50 ml	00338-0049-41	TRI	\$1.71
<i>Sodium Chloride</i>	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 100 ml	00338-0049-48	TRI, FI	\$1.55
<i>Sodium Chloride</i>	(McGaw)	50 ml	00264-1800-31	TRI, FI	\$1.49
<i>Sodium Chloride</i>	(McGaw)/(150 ML PAB)	0.9%, 100 ml	00264-1800-32	TRI, FI	\$1.49
<i>Sodium Chloride</i>	(McGaw)/(EXCEL)	0.9%, 1000 ml	00264-7800-00	TRI, OTN, FI, ASD	\$2.19
<i>Sodium Chloride</i>	(McGaw)/(EXCEL)	0.9%, 500 ml	00264-7800-10	TRI, OTN, FI, ASD	\$1.53
<i>Sodium Chloride</i>	(McGaw)/(EXCEL)	0.9%, 250 ml	00264-7800-20	TRI, OTN, FI, ASD	\$1.51
<i>Testosterone Cypionate</i>	(Pharmacia/Upjohn) Depo-Testosterone	200 mg/ml, 1 ml, C-III	00009-0417-01	BB, OTN	\$11.79
<i>Testosterone Cypionate</i>	(Pharmacia/Upjohn) Depo-Testosterone	200 mg/ml, 10 ml, C-III	00009-0417-02	BB, OTN	\$24.78
<i>Testosterone Enanthate</i>	(Schein)/INJ, IJ (M.D.V.)	200 mg/ml, 10 ml, C-II	00364-6617-54	ASD, MK, FI	\$13.39
<i>Tobramycin Sulfate</i>	(Abbott Hosp.)/(SRN)	40 mg/ml, 2 ml	00074-3583-01	BB	\$5.84
<i>Tobramycin Sulfate</i>	(Abbott Hosp.)/(Vial, Bulk)	40 mg/ml, 50 ml	00074-3590-02	BB, MK	\$103.64
<i>Tobramycin Sulfate</i>	(Abbott Hosp.)/(Vial, Fliptop)	40 mg/ml, 2 ml	00074-3578-01	BB, MK	\$4.99
<i>Tobramycin Sulfate</i>	(Abbott Hosp.)/INJ, IJ (Vial Fliptop)	10 mg/ml, 2 ml	00074-3577-01	BB, MK	\$2.94
<i>Tobramycin Sulfate</i>	(Gensia)/INJ, IJ (M.D.V.)	40 mg/ml, 2ml	00703-9402-04	FI, MK	\$6.98
<i>Tobramycin Sulfate</i>	(Gensia)/INJ, IJ (M.D.V.)	40 mg/ml, 30 ml	00703-9416-01	FI	\$36.90
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/(BULK VIAL)	5 gm, ea	00074-6509-01	FI, MK, BB	\$41.24
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	500 mg, 10s, ea	00074-4332-01	FI, OTN, MK, BB, OS	\$4.98
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	1 gm, 10s, ea	00074-6533-01	FI, ASD, OS, MK, BB	\$9.05
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/(VIAL, FLIPTOP)	1 gm, 10s, ea	00074-6535-01	FI, OTN, MK, BB	\$12.17
<i>Vancomycin Hydrochloride</i>	(Abbott Hosp.)/PDI, IJ (ADD-VANTAGE)	500 mg, 10s, ea	00074-6534-01	FI, MK, BB	\$5.09
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	500 mg, ea	00469-2210-30	BB, MK	\$7.00
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	1 gm, ea	00469-2840-40	BB, MK	\$13.00
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	5 gm, ea	00469-2951-00	BB	\$71.50
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	1 gm, ea	63323-0284-20	BB, MK	\$13.00
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	5 gm, ea	63323-0295-41	BB	\$71.50
<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	10 gm, ea	63323-0314-61	MK	\$143.00

<i>Vancomycin Hydrochloride</i>	(Fujisawa) Lyphocin/PDI IJ (VIAL)	500 mg, ea	63323-2210-30	BB, MK	\$7.00
<i>Vancomycin Hydrochloride</i>	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	5 gm, ea	00205-3154-05	MK, BB	\$45.09
<i>Vancomycin Hydrochloride</i>	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	1 gm, 10s, ea	00205-3154-15	MK, BB	\$9.02
<i>Vancomycin Hydrochloride</i>	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	500 mg, 10s, ea	00205-3154-88	MK, BB	\$4.51
<i>Vancomycin Hydrochloride</i>	(Schein)/PDI, IJ (M.D.V.)	1 gm, 10s, ea	00364-2473-91	OTN	\$12.90
<i>Vancomycin Hydrochloride</i>	(Schein)/PDI, IJ (S.D.V.)	500 mg, 10s, ea	00364-2472-33	MK	\$3.84
<i>Winrho SDF</i>	(Nabi) rho (d) immune globulin/ (VIAL)	5000 iu, ea	60492-0024-01	ASD, FI, OTN, OS	\$505.56
<i>Winrho SDF</i>	(Nabi) rho (d) immune globulin/PDI, IJ (S.D.V.)	600 iu, ea	60492-0021-01	ASD, FI, OS	\$64.96
<i>Winrho SDF</i>	(Nabi) rho (d) immune globulin/PDI, IJ (S.D.V.)	1500 iu, ea	60492-0023-01	ASD, FI, OTN, OS	\$152.30

Wholesaler Information

ASD = ASD Specialty Healthcare (1-800-746-6273)

BB = Bergen Brunswick (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)

TRF = 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.

<u>Drug Name</u>	<u>Prod/Mfr</u>	<u>Measurements</u>	<u>NDC</u>	<u>Wholesaler</u>	<u>Average Wholesale (AWP)</u>
<i>Anti-Inhibitor Coagulant Complex</i>	(NABI) AutoPlex T/PDI, IJ (390-1050 FECU)	ea	59730-6059-07	Biomed Plus 3/99	1.06
<i>Anzemet/Dolasetron Mesylate</i>	(Hoechst Marion)/INJ, IJ (VIAL)	20 mg/ml, 5 ml	00088-1206-32	OS	\$74.08
<i>Bleomycin Sulfate</i>	(Bristol-Myer Onc/Imm) Blexonane/PDI, IJ (VL)	15 u, ea	00015-3010-20	FI, OS, ASD	\$255.39
<i>Bleomycin Sulfate</i>	(Bristol-Myer Onc/Imm) Blexonane/PDI, IJ (VL)	30 u, ea	00015-3063-01	FI, OS	\$509.29
<i>Bleomycin Sulfate</i>	(Pharmacia/Upjohn)/PD I, IJ (VIAL)	15 u, ea	00013-1616-78	ASD, FI, OS	\$158.67
<i>Bleomycin Sulfate</i>	(Pharmacia/Upjohn)/PD I, IJ (VIAL)	30 u, ea	00013-1636-86	ASD, FI, OS	\$322.00
<i>Cisplatin</i>	(APP)/INJ, IJ	1 mg/ml, 50 mg, 50 ml	63323-0103-51	OS, FI	\$150.98
<i>Cisplatin</i>	(APP)/INJ, IJ	1 mg/ml, 200 mg, 200 ml	63323-0103-64	OS, FI	\$603.50
<i>Cisplatin</i>	(APP)/INJ, IJ	1 mg/ml, 100 mg, 100 ml	63323-0103-65	OS, FI	\$301.50
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	100 mg, ea	00015-0539-41	ASD, OS, OTN	\$4.18
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	200 mg, ea	00015-0546-41	ASD, OS, OTN	\$7.03
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	500 mg, ea	00015-0547-41	ASD, OS, OTN	\$11.59
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	1gm, ea	00015-0548-41	ASD, OS, OTN	\$23.19
<i>Cyclophosphamide</i>	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	2 gm, ea	00015-0549-41	ASD, OS, OTN	\$45.83
<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	100 mg, ea	00013-5606-93	ASD, OTN, OS, FI	\$3.92
<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	200 mg, ea	00013-5616-93	ASD, FI, OS, OTN	\$5.06
<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	500 mg, ea	00013-5626-93	ASD, FI, OS, OTN	\$7.33

<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	1 gm, ea	00013-5636-70	ASD, FI, OTN, OS	\$11.24
<i>Cyclophosphamide</i>	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	2 gm, ea	00013-5646-70	ASD, FI, OTN, OS	\$21.60
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	100 mg, ea	55390-0131-10	ASD, OS, FI, MK, BB, OTN	\$3.55
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	500 mg, ea	55390-0132-10	ASD, OS, FI, OTN, MK, BB	\$11.46
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	1 gm, ea	55390-0133-01	ASD, OS, FI, OTN, MK, BB	\$23.64
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	2 gm, ea	55390-0134-01	ASD, OS, FI, OTN, BB, MK	\$47.94
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	100 mg, ea	55390-0806-10	BB	\$3.50
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	500 mg, ea	55390-0807-10	BB	\$10.50
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	1 gm, ea	55390-0808-01	BB	\$22.00
<i>Cytarabine</i>	(Bedford)/PDI, IJ (VIAL)	2 gm, ea	55390-0809-01	BB	\$44.00
<i>Cytarabine</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	(P.F., BULK PACKAGE) 20 mg/ml, 50 ml	61703-0303-50	BB, MK	\$39.00
<i>Cytarabine</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	20 mg/ml, 25 ml	61703-0304-25	ASD, BB, FI, OS	\$12.63
<i>Cytarabine</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	20 mg/ml, 5 ml (M.D.V.)	61703-0305-09	BB, MK, FI	\$4.62
<i>Cytarabine</i>	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	100 mg, ea	00009-0373-01	ASD, OS, OTN, FI, MK	\$4.06
<i>Cytarabine</i>	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	500 mg, ea	00009-0473-01	ASD, OS, OTN, FI, MK	\$13.18
<i>Cytarabine</i>	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	30 ml vial, 1 gm, ea	00009-3295-01	ASD, OS, OTN, FI, MK	\$25.11
<i>Cytarabine</i>	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	2 gm, ea	00009-3296-01	ASD, OS, OTN, FI, MK	\$49.82
<i>Cytarabine</i>	(Schein)/PDI, IJ (M.D.V.)	100 mg, ea	00364-2467-53	BB, MK	\$4.16
<i>Cytarabine</i>	(Schein)/PDI, IJ (M.D.V.)	500 mg, ea	00364-2468-54	BB, MK, OTN	\$12.14
<i>Doxorubicin Hydrochloride</i>	(Bedford)/INJ, IJ (M.D.V.)	2 mg/ml, 100 ml	55390-0238-01	FI, OTN	\$139.75
<i>Doxorubicin Hydrochloride</i>	(Bedford)/INJ, IJ (S.D.V.)	2 mg/ml, 5 ml	55390-0235-10	FI, OTN	\$10.35
<i>Doxorubicin Hydrochloride</i>	(Bedford)/INJ, IJ (S.D.V.)	10 ml	55390-0236-10	FI, OTN	\$20.20
<i>Doxorubicin Hydrochloride</i>	(Bedford)/INJ, IJ (S.D.V.)	25 ml	55390-0237-01	FI, OTN, OS	\$37.97
<i>Doxorubicin Hydrochloride</i>	(Bedford)/PDI, IJ (S.D.V.)	10 mg	55390-0231-10	FI, OTN	\$9.68
<i>Doxorubicin Hydrochloride</i>	(Bedford)/PDI, IJ (S.D.V.)	20 mg	55390-0232-10	FI, OTN	\$18.48
<i>Doxorubicin Hydrochloride</i>	(Bedford)/PDI, IJ (S.D.V.)	50 mg, ea	55390-0233-01	FI, OTN, OS	\$35.92
<i>Doxorubicin Hydrochloride</i>	(Fujisawa/APP)/(VIAL)	2 mg/ml, 100 ml	00469-1001-61	ASD	\$140.00

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

<i>Etoposide</i>	(Gensia)/INJ, IJ (M.D.V. POLYMER)	20 mg/ml, 5 ml	00703-5653-01	ASD, OS	\$7.00
<i>Etoposide</i>	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	00013-7336-91	ASD, OS, FI	\$9.47
<i>Etoposide</i>	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	10 ml	00013-7346-94	ASD, OS, FI	\$19.00
<i>Etoposide</i>	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	25 ml	00013-7356-88	ASD, OS, FI	\$44.00
<i>Factor IX</i>	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-01	ASD 3/99	\$0.79
<i>Factor IX</i>	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-02	ASD 3/99	\$0.79
<i>Factor IX</i>	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-04	ASD 3/99	\$0.79
<i>Factor IX</i>	(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
<i>Factor IX</i>	(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
<i>Factor IX</i>	(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
<i>Factor VIII</i>	(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
<i>Factor VIII</i>	(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
<i>Factor VIII</i>	(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
<i>Factor VIII</i>	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 1000 u/Vial)	1 iu, ea	00026-0664-50	ASD all sizes 3/99	\$0.42

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

<i>Fluorouracil</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	2.5 gm, 50 ml	63323-0117-51	OS, FI	\$6.00
<i>Fluorouracil</i>	(Fujisawa/APP)/INJ, IJ (VIAL)	5 gm, 100 ml	63323-0117-61	OS, FI	\$11.00
<i>Fluorouracil</i>	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	50 mg/ml, 10 ml	00013-1036-91	ASD, OS, OTN, FI	\$1.47
<i>Fluorouracil</i>	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	50 ml	00013-1046-94	ASD, OTN, FI	\$8.15
<i>Fluorouracil</i>	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	100 ml	00013-1056-94	ASD, OTN, FI, OS	\$14.44
<i>Kytril</i>	(SK Beecham Pharm.)/INJ, IJ (S.D.V.)	1 mg/ml, 1 ml	00029-4149-01	FI, OS, OTN, ASD	\$139.04
<i>Kytril</i>	(SK Beecham Pharm.)/INJ, IJ (S.D.V.)	1 mg/ml, 4 ml	00029-4152-01	FI, OTN, ASD, OS	\$555.67
<i>Leucovorin Calcium</i>	(Abbott Hosp.)/(VIAL, FLIPTOP 30 ML)	10 mg/ml, 25 ml	00074-4541-04	FI, OTN, ASD, OS	\$8.56
<i>Leucovorin Calcium</i>	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	10mg/ml, 10ml	00074-4541-02	FI, OTN, OS	\$3.85
<i>Leucovorin Calcium</i>	(Bedford)/PDI, IJ (VIAL)	50 mg, 10s ea	55390-0051-10	FI, OTN, ASD, OS	\$2.76
<i>Leucovorin Calcium</i>	(Bedford)/PDI, IJ (VIAL)	100 mg, 10s ea	55390-0052-10	FI, OTN, ASD, OS	\$3.24
<i>Leucovorin Calcium</i>	(Bedford)/PDI, IJ (VIAL)	200 mg, ea	55390-0053-01	FI, OTN, ASD, OS	\$8.19
<i>Leucovorin Calcium</i>	(Gensia)/PDI, IJ (P.F. VIAL)	100 mg, ea	00703-5140-01	OTN, ASD, OS	\$3.49
<i>Leucovorin Calcium</i>	(Gensia)/PDI, IJ (P.F. VIAL)	350 mg, ea	00703-5145-01	OTN, ASD, OS	\$15.83
<i>Leucovorin Calcium</i>	(Immunex)/PDI, IJ (P.F.)	350 mg, ea	58406-0623-07	OTN, FI, OS	\$14.58
<i>Methotrexate Sodium</i>	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 2 ml, ea	55390-0031-10	ASD, OTN, FI	\$2.63
<i>Methotrexate Sodium</i>	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 4 ml, ea	55390-0032-10	ASD, OTN, FI	\$3.65
<i>Methotrexate Sodium</i>	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 8 ml, ea	55390-0033-10	ASD, OTN, FI	\$5.03
<i>Methotrexate Sodium</i>	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 10 ml, ea	55390-0034-10	ASD, OTN, FI	\$5.70
<i>Methotrexate Sodium</i>	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 8 ml	58406-0683-12	ASD, OS, OTN, FI	\$5.84
<i>Methotrexate Sodium</i>	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 2 ml	58406-0683-15	ASD, ASD, OS, FI	\$2.91
<i>Methotrexate Sodium</i>	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 10 ml	58406-0683-16	ASD, OTN, FI, OS	\$7.10
<i>Methotrexate Sodium</i>	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 4 ml	58406-0683-18	FI, MK, OTN, OS	\$4.32
<i>Methotrexate Sodium</i>	(Immunex)/INJ, IJ (VIAL, L.P.P.)	25 mg/ml, 2 ml	58406-0681-14	ASD, OS, OTN, FI	\$3.43
<i>Methotrexate Sodium</i>	(Immunex)/PDI, IJ (S.D.V.)	1 gm, ea	58406-0671-05	OS, OTN, MK	\$45.97
<i>Vinblastine Sulfate</i>	(Bedford)/PDI, IJ (VIAL)	10 mg, ea	55390-0091-10	ASD, OS, OTN, FI	\$8.19
<i>Vinblastine Sulfate</i>	(Faulding)/INJ, IJ (VIAL)	10 mg, ea	61703-0310-18	ASD	\$7.95

<i>Vinblastine Sulfate</i>	(Fujisawa/APP)	1 mg/ml, 10 ml	00469-2780-30	ASD, OS	\$9.00
<i>Vinblastine Sulfate</i>	(Fujisawa/APP)	1 mg/ml, 10 ml	63323-0278-10	OTN, FI	\$10.93
<i>Vincristine Sulfate</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	1 mg/ml, 1 ml	61703-0309-06	ASD, OS, OTN, FI	\$4.34
<i>Vincristine Sulfate</i>	(Faulding)/INJ, IJ (S.D.V., P.F.)	1 mg/ml, 2 ml	61703-0309-16	ASD, OS, OTN, FI	\$7.60
<i>Vincristine Sulfate</i>	(Pharmacia/Upjohn) Vincasar/INJ, IJ (VIAL)	1 mg/ml, 1 ml	00013-7456-86	ASD, OTN, FI, OS	\$5.10
<i>Vincristine Sulfate</i>	(Pharmacia/Upjohn) Vincasar/INJ, IJ (VIAL)	1 mg/ml, 2 ml	00013-7466-86	ASD, OTN, FI, OS	\$8.35
<i>Zofran</i>	(Cerenex)/INJ, IJ (M.D.V.)	2 mg/ml, 20 ml	000173-0442-00	FI, OTN, ASD, OS	\$169.06
<i>Zofran</i>	(Cerenex)/INJ, IJ (PREMIXED BAG)	30 mg/50ml, 50 ml	000173-0461-00	FI, OTN, FI, OS	\$128.09
<i>Zofran</i>	(Cerenex)/INJ, IJ (S.D.V.)	2 mg/ml, 2 ml	000173-0442-02	FI, OTN, OS	\$22.61

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT D INTENTIONALLY OMITTED

FEBRUARY 3, 2009

**PLAINTIFF'S THIRD
AMENDED COMPLAINT**

04 CV 1709

EXHIBIT E

EXHIBIT E INTENTIONALLY OMITTED

FEBRUARY 3, 2009

