

## GlaxoSmithKline (GSK) Vaccines Letter of Participation

Please complete this Letter of Participation in order to take advantage of the Child Health Advantage savings opportunities.

Please return all documents to the below address:

Child Health Advantage Program  
Attention: Membership Coordinator  
6803 West 64<sup>th</sup> Street  
Shawnee Mission, KS 66202  
(913) 262-1436 phone  
(913) 262-1432 fax  
Email: Advantage@chca.com

Please check the appropriate box:  New Enrollment  Change Request

If Change Request, indicate type:  Address/Phone # Change  Physician/DEA # Change

Distributor Change  Additional Ship to Location  Practice Name Change  Other \_\_\_\_\_

\_\_\_\_\_  
Practice Name (PLEASE PRINT)

Number of locations for this Practice: \_\_\_ of \_\_\_

\_\_\_\_\_  
Address 1

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Contact Person/Title

\_\_\_\_\_  
DEA number (matching physician & address listed above)

\_\_\_\_\_  
Contact Person's E-Mail Address

\_\_\_\_\_  
Physician Name

\_\_\_\_\_  
Indicate Network Affiliation or "Independent"

**Please select a Distributor:**

- Besse Medical  CuraScript BD  GSK Direct (gskvaccinesdirect.com)  
 Seacoast Medical  Medico-Mart Inc.

**Please check type of business:**

- Pediatric Clinic/Practice  Family Practice  
 Adolescent Medicine  General Practice  
 Internal Medicine Practice  Occupational Health Clinic – Private (Corporation)  
 Occupational Health Clinic – Public Health Initiatives  Other (please describe: \_\_\_\_\_)

If no distributor is identified, Practice will be linked to Besse Medical

**Note:** If a practice operates more than one location, please complete page 1 of this application for each separate address.

**GSK VACCINES LETTER OF PARTICIPATION (CH-AS-014) - TERMS AND CONDITIONS**

1. Practice understands that the GSK/Child Health Advantage agreement has specific terms and conditions for **Engerix-B®** (brand of Hepatitis B vaccine), **Havrix®** (brand of Hepatitis A vaccine), **Infanrix®** [brand of Diphtheria and Tetanus Toxoids and Acellular Pertussis vaccine Adsorbed (DTaP)], **Boostrix™** [brand of Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis vaccine, Adsorbed (Tdap)], **Pediarix™** [brand of Diphtheria and Tetanus Toxoids, Acellular Pertussis Adsorbed, Hepatitis B (Recombinant) and Inactivated Poliovirus vaccine Combined] and **Twinrix®** (brand of Hepatitis A and B combination vaccine).
2. Practice does hereby agree to purchase all GSK vaccine products exclusively under the Child Health Advantage Buying Group. It is understood that the Practice listed on the previous page of this agreement shall be **removed** from any current group affiliation recognized by GSK other than that identified herein and will forego pricing available therein. If Practice is accepted, GSK will recognize changes in membership within thirty (30) days of receipt of this form. If Practice was previously a Participating Member in another GSK contract that provided for the payment of Performance Rebates, the effective date of the participation will be the first day of the next Rebate Period. If, for example, GSK receives and accepts the given Practice's LOP on any date in the quarter July 1, 2005 to September 30, 2005, the effective date for Practice under this contract will be October 1, 2005.
3. Child Health Advantage hereby discloses to Practice that, in consideration for Child Health Advantage's administrative services, Child Health Advantage will be paid an administrative fee by contracted manufacturers and suppliers in an amount not to exceed three percent (3%) of the purchase price of aggregate purchases by Practice. Child Health Advantage will disclose annually to Practice the amount of any such fees earned by Child Health Advantage with respect to purchases made by or on behalf of Practice.
4. By signing below, Practice certifies that the information on page 1 of this agreement is correct, and that any GSK product purchased under any agreement shall be for its "own use," as defined by the United States Supreme court in its opinions report as Abbott Laboratories et al. V. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976), and Jefferson County Pharmaceutical Association, Inc., V. Abbott Laboratories, et al., 103 S. Ct. 1011 (1983).
5. Practice acknowledges and agrees that any action by Practice which is inconsistent with Child Health Advantage' program spirit of intent or participation requirements may result in the termination by Child Health Advantage of Practice's participation in any or all Child Health Advantage group purchasing programs. By signing this Letter of Participation, Practice acknowledges its intent to: (i) participate in at least one or all Child Health Advantage group purchasing programs and (ii) comply with the participation requirements described herein.
6. **This Letter of Participation may be canceled by either Child Health Advantage or Practice by giving at least thirty (30) days written notice of cancellation to the other.**
7. This Letter of Participation represents the entire agreement between Child Health Advantage and Practice regarding Child Health Advantage group purchasing participation requirements and supersedes any prior oral or written agreement concerning such subject matter.
8. Practice acknowledges its obligation to furnish the Secretary of Health and Human Services or a State Agency, upon their request, any information or documentation provided to you by GSK or an applicable wholesaler about product discounts obtained under this Agreement. Practice also agrees to report such discounts on its requests for payment under Medicare or a State Health Program, if required to report such discounts under the law.
9. GSK shall have the right, upon reasonable prior written notice to Practice, to audit all documentation at Practice's primary place of business location during normal working hours for purposes of assuring the appropriateness of any and all reimbursement claimed and/or paid under this Agreement and to assess performance under this Agreement, and shall have the right to audit systems and processes used by Practice to assure that performance requirements are satisfied.

\_\_\_\_\_  
**Authorized Signature/Title**

\_\_\_\_\_  
**Date**