

**PURCHASE ORDER**  
**THE TEXAS A&M UNIVERSITY SYSTEM**  
**HEALTH SCIENCE CENTER**

Order Date

FILE

11/11/2016

200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

Page 01

Include PO number on all Correspondence and packages
P700015

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

INVOICE (IN DUPLICATE) TO AGENCY BELOW
TEXAS A&M HEALTH SCIENCE CTR COLLEGE OF MEDICINE FAMILY MEDICINE RESIDENCY PROGRAM 2900 E 29TH ST STE 100 BRYAN TX 77802
SHIP TO:
TEXAS A&M HEALTH SCIENCE CTR COLLEGE OF MEDICINE FAMILY MEDICINE RESIDENCY PROGRAM 2900 E 29TH ST STE 100 BRYAN TX 77802

P700015

VENDOR
*****8690 THERACOM LLC 9717 KEY WEST AVE ROCKVILLE, MD 20850

ALL TERMS AND CONDITIONS SET FORTH IN THE BID INVITATION BECOME A PART OF THIS ORDER.

R700019

ANY EXCEPTION TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY HUB & PROCUREMENT SERVICES PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>USER REF: 203101-00000</p> <p>PAYMENT TERMS: NET 30 THE TEXAS A&amp;M HEALTH SCIENCE CENTER WILL INCUR NO LATE PAYMENT PENALTY IF PAYMENT IS MADE WITHIN THIRTY (30) DAYS FROM RECEIPT OF GOODS OR SERVICES AND AN UNCONTESTED INVOICE.</p> <p>BY ACCEPTANCE OF THIS PURCHASE ORDER, VENDOR AGREES TO ALL TEXAS A&amp;M HEALTH SCIENCE CENTER TERMS AND CONDITIONS - SEE ATTACHMENT A.</p> <p>IN THE EVENT OF A CONFLICT BETWEEN THE PARTIES' TERMS AND CONDITIONS, VENDOR SPECIFICALLY AGREES TO BE BOUND BY THE LAWS OF THE STATE OF TEXAS.</p> <p>PERIOD OF SVC: 11/01/16 THROUGH 8/31/17</p> <p>***** THIS PO IS ONLY AN ESTIMATE AND IS BEING USED FOR ENCUMBRANCE AND PAYMENT PURPOSES ONLY ORDERS WILL BE PLACED BY AUTHORIZED PERSONNEL OF THE AGENCY AND DOES NOT CONSTITUTE A GUARANTEE OF PURCHASE *****</p>				
1	Kyleena birth control	25	EA	738.160	18,454.00
2	Mirena birth control	25	EA	729.460	18,236.50
3	Skyla birth control	15	EA	399.000	5,985.00
				TOTAL	42,675.50
	Purchase made by an Institution of Higher				

SAW

<p><b>FOB:</b> NOT SPECIFIED</p> <p>The Texas A&amp;M University System Health Science Center cannot accept collect freight shipments.</p>	<p align="right"><b>Terms:</b></p>
<p>FAILURE TO DELIVER-If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. Neither substitutions nor cancellations permitted without prior approval.</p>	<p>IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY</p>
<p>The State of Texas is exempt from all Federal Excise Taxes</p> <p>STATE AND CITY SALES TAX EXEMPTIONS CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.</p>	<p>THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT.</p> <p align="center">PURCHASING AGENT FOR THE TEXAS A&amp;M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER</p>

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	Education, Section 51.9335 Education Code. CC    FY        ACCOUNT NO.        DEPT. --    --        -----                    ----- 23    2017    203101-00000-4045    2515  DOCUMENT DATE: 11/11/2016  DEPT. CONTACT: NIKKI RUIZ PHONE NO.: 979-436-0445  SOLE SOURCE REASON: BIRTH CONTROL FOR PATIENTS  PCC CD: 9  TYPE FUND: S TYPE ORDER: HIED			42,675.50	

SAW

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TEXAS A&M HEALTH SCIENCE CTR  
COLLEGE OF MEDICINE  
FAMILY MEDICINE RESIDENCY  
PROGRAM  
2900 E 29TH ST STE 100  
BRYAN TX 77802

**VENDOR**

\*\*\*\*\*8690  
THERACOM LLC  
9717 KEY WEST AVE  
ROCKVILLE, MD 20850

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PURCHASING AGENT FOR  
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

# Texas A&M University Health Science Center

## TERMS AND CONDITIONS

## Attachment A

### 1. REQUIREMENTS OF AWARDED BID

- 1.1 Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Vendor must have priced per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Awarded bid was submitted to the A&M Health Science Center (HSC) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the purchase order.
- 1.6 Bid prices are to be firm for HSC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts were not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by HSC Purchasing Office based on a written acceptable reason.
- 1.8 Purchases made for HSC are exempt from the State Sales tax and Federal Excise tax. Awarded bid does not include tax. Excise Tax Exemption Certificate will be furnished by HSC upon request.
- 1.9 HSC reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the HSC.
- 1.10 Consistent and continued tie bidding could cause rejection of bids by HSC and/or investigation for antitrust violations.
- 1.11 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

### 2. SPECIFICATIONS

- 2.1 Vendor is to furnish items as specified by model/catalogue numbers, brand names or manufacture referenced on the purchase order
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 HSC will not be bound by any oral statement or representation contrary to the written specifications of the purchase order.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the purchase order.

### 3. TIE BIDS

Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

### 4. DELIVERY

- 4.1 On bid form, show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates Bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to HSC. Vendor must keep HSC advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes HSC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without HSC written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from HSC.
- 4.5 Each shipment must be accompanied by a packing slip which shows the HSC Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and HSC Purchase Order number.

### 5. INSPECTION AND TESTS

All goods will be subject to inspection and test by HSC. Authorized HSC personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the HSC's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

### 6. AWARD OF CONTRACT

A response to an informal request for bids is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a HSC purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas as the same may be amended from time to time. Any legal actions must be filed in Brazos County, Texas.

### 7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice showing HSC purchase order number. HSC will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

### 8. PATENTS OR COPYRIGHTS

Vendor agrees to protect the HSC from claims involving infringement of patents or copyrights.

### 9. VENDOR ASSIGNMENTS

Vendor hereby assigns to HSC any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to this award must give the purchase order number.

### 10. BIDDER AFFIRMATION

Accepting this purchase order with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By acceptance of the attached purchase order, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted bid.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for the bid.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:  
Name of Former Executive: \_\_\_\_\_  
Name of State Agency: \_\_\_\_\_  
Date of Separation from State Agency: \_\_\_\_\_  
Position with Bidder: \_\_\_\_\_  
Date of Employment with Bidder: \_\_\_\_\_
- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

- 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

### 11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the bid. Vendor that have pre-registered this information on the TBPC Centralized Master Vendor List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, this information must be provided prior to contract award.

### 12. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered unless specifically referred to on the bid form. **WARNING:** Such terms and conditions may result in disqualification of the bid (e.g. bids with the laws of a State other than Texas, requirements for prepayment, limitation on remedies, etc.).

### 13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by A&M Health Science Center and the Contractor to attempt to resolve any claim for breach of contract made by the contractor.

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Barry Nelson Ph. D., Vice President for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of A&M Health Science Center and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Government Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by A&M Health Science Center, if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by A&M Health Science Center nor any other conduct of any representative of A&M Health Science Center relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the Texas Government Code.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of A&M Health Science Center for examining any claim or counterclaim and conducting any negotiations related thereto as required under Section 2260.052, Subtitle F, Title 10 of Texas Government Code shall be Barry Nelson, Ph. D., Vice President for Finance and Administration (979) 436-9200.

### 14. PUBLIC DISCLOSURE

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of Texas Government Code ("Public Information Act").

## Susan King

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**From:** Susan King  
**Sent:** Thursday, November 17, 2016 7:47 AM  
**To:** 'Ruiz, Nichole B.'  
**Subject:** PO # P700015  
**Attachments:** 20161117074601825.pdf

**Importance:** High

Please send the attached to your rep. as I do not have an email address.

Thanks,  
Susan

# The Texas A&M University System Health Science Center

## Sole Source and/or Proprietary Justification

Requisition No.

R700019

Date: 11/7/2016

This form is to be used to aid departmental staff in relating information necessary in the process of requisitions on a sole source and/or proprietary basis. Your cooperation in answering the questions listed below will assist the purchaser in handling your order expeditiously. Please complete the form and forward to HUB and Procurement Services. If more space is required, feel free to attach additional pages. **NOTE: For your convenience, this is a fill-in form. Adobe Reader required.**

1. Description of item (if commodity: make, model no., etc.; if service: detail of type of service):  
Mirena, Skyla, and Kyleena - types of intrauterine devices, IUD's

2. Name of known source for item:  
Bayer, distributed by TheraCom

Manufacturer?  Yes  No

3. What feature or functions are unique (proprietary) to this item?  
Mirena - IUD/birth control (52 mg levonorgestrel) effective for 5 years  
Skyla - IUD/birth control (13.5 mg levonorgestrel) effective for 3 years  
Kyleena - IUD/birth control (19.5 mg levonorgestrel) effective for 5 years

4. Briefly explain how the unique features or functions are essential to the purpose for which the item is needed.  
Mirena, Skyla, and Kyleena are only manufactured by Bayer and distributed by TheraCom.

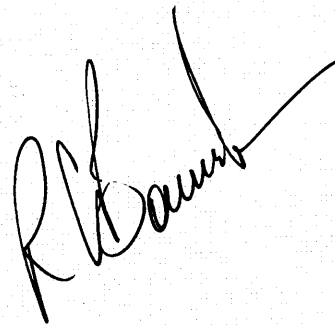
5. List any source other than the known source that manufactures or supplies similar items or items with similar functions.  
NA

6. Why are the other sources not satisfactory?  
NA

7. Will the item be used with existing equipment?  
If yes, -as a repair/replacement part?  Yes  No  
-as component to be interfaced?  Yes  No  
-as an accessory?  Yes  No  
-to match existing equipment?  Yes  No  
-for reason of interchangeability?  Yes  No

List make and model of existing equipment.  
NA

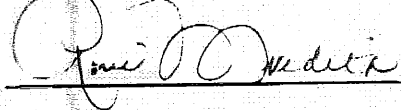
8. Include any additional information that may aid the purchaser in processing this requisition.



I certify that, to the best of my knowledge, the above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a sole source/proprietary purchase.

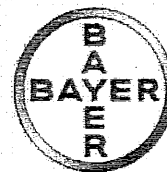
Rosalinda Meredith MSN, RN Program Manager III, TAMP CTM

Submitted by: \_\_\_\_\_  
(Printed name, title and department)

Signature:  \_\_\_\_\_

Mirena<sup>®</sup>  
(levonorgestrel-releasing  
intrauterine system) 52 mg

Skyla<sup>®</sup>  
(levonorgestrel-releasing  
intrauterine system) 13.5 mg



Dear Healthcare Professional,

**IMPORTANT UPDATE: Discounted Pricing for Mirena<sup>®</sup> and Skyla<sup>®</sup> to be extended through December 9, 2016.**

In July 2016, we communicated that the wholesale acquisition costs (WAC) of Mirena and Skyla were updated as follows:

- Mirena WAC: \$729.46 (25 units) = 18,236.50
  - Skyla WAC: \$399.00 (15 units) = 5,985
- } prices after discounts applied*

We also notified you that temporary additional up-front discount programs for Mirena and Skyla would go into effect on July 25, 2016 and end on September 16, 2016.

**This letter serves to update you that these discount programs will be extended through December 9, 2016.**

We previously expected that insurers would revise reimbursement rates for Mirena and Skyla by October 1, 2016; however, many plans are requiring more time to update reimbursement rates. As such, Bayer is extending the temporary additional up-front discount programs to minimize disruption to your business and to ensure that your patients can continue to receive Mirena and Skyla without interruption.

**What this means to you:**

- Bayer is temporarily increasing the discounts we offer through our Volume Discount Programs for both Mirena and Skyla through December 9, 2016.
- You may continue to purchase Mirena and Skyla under the temporarily discounted programs through December 9. Limitations may apply.

Please remember that Bayer does not set reimbursement rates. Your provider relations representatives should be able to provide you with your contracted payer rates for J7298 (Mirena) and J7301 (Skyla), or you can submit a rate request to the WHC Support Center to confirm your contracted payer rates.

Please contact your Bayer representative or call 855-966-4584, option 2, if you have any questions.

We appreciate your continued support of Mirena and Skyla and value our relationship.

Sincerely,

Paul Bedard  
Senior Vice President and General Manager, WHC  
Bayer Healthcare Pharmaceuticals



Mirena®  
(levonorgestrel-releasing  
intrauterine system) 52 mg

Skyla®  
(levonorgestrel-releasing  
intrauterine system) 13.5 mg



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- Skyla WAC: \$714.70

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Please contact your Bayer representative or call 855-966-4584, option 2, if you have any questions.

We appreciate your continued support of Mirena and Skyla and value our relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Bedard".

Paul Bedard  
Senior Vice President and General Manager, WHC  
Bayer Healthcare Pharmaceuticals

**Meredith, Rosalinda G.**

---

**From:** Caitlyn Bailey <caitlyn.bailey@afaxys.com>  
**Sent:** Wednesday, August 24, 2016 12:23 PM  
**To:** Ruiz, Nichole B.  
**Cc:** Meredith, Rosalinda G.  
**Subject:** RE: Texas A&M - Afaxys

Hello Nikki,

I believe there is a bit of confusion. As a member of the Afaxys GPO, you will not be ordering directly from us, rather you will be ordering directly from the suppliers we have contracts with. You will not be buying from or paying the GPO at all, so there is no need for these forms to be filled out by Afaxys.

Thanks,

Caitlyn

Caitlyn Bailey  
Afaxys Group Services



843-212-8806 (D) · 888-316-0943 (F)  
P.O. Box 20158 · Charleston, SC 29413  
[caitlyn.bailey@afaxys.com](mailto:caitlyn.bailey@afaxys.com) · [www.afaxys.com](http://www.afaxys.com)

The information contained in this e-mail, and any attachment, is confidential and is intended solely for the use of the intended recipient. Access, copying or re-use of the e-mail or any attachment, or any information contained therein, by any other person is not authorized. If you are not the intended recipient please return the e-mail to the sender and delete it from your computer.

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**From:** Ruiz, Nichole B. [mailto:nichole.ruiz@tamhsc.edu]  
**Sent:** Wednesday, August 24, 2016 12:08 PM  
**To:** Caitlyn Bailey <caitlyn.bailey@afaxys.com>  
**Cc:** Meredith, Rosalinda G. <meredith@medicine.tamhsc.edu>  
**Subject:** RE: Texas A&M - Afaxys

Hi Caitlyn,

Since this will be the first time our department will be dealing with you, can I please get the attached forms completed and sent back to me as soon as you could?

Thank You,  
Nikki

---

**From:** Meredith, Rosalinda G.  
**Sent:** Wednesday, August 24, 2016 11:01 AM  
**To:** Caitlyn Bailey <caitlyn.bailey@afaxys.com>

**Cc:** Ruiz, Nichole B. <[nichole.ruiz@tamhsc.edu](mailto:nichole.ruiz@tamhsc.edu)>  
**Subject:** RE: Texas A&M - Afaxys  
**Importance:** High

Hi Caitlyn,

Our entity name is Texas A&M Physicians and the location and delivery address is 2900 East 29<sup>th</sup> Street Suite #100 Bryan, Texas 77802 (ATTN: Rosie Meredith). All invoices should be sent to Nikki Ruiz at 2700 Earl Rudder Freeway South Suite #3000 College

Station, Texas 77845. Nikki's direct phone number is 979-436-0445. Please also make the correction in spelling for David McClellan, as it was listed in the email as David McClennan. Should you have additional questions please contact me.

Regards,

Rosie

**Rosie Meredith RN, MSN** | Clinical Operations Manager  
College of Medicine, MSRDP | Texas A&M Physicians | Texas A&M Health Science Center  
Borski Building | 2900 E. 29<sup>th</sup> Street, Bryan, TX 77840  
phone: [979-436-0456](tel:979-436-0456) | mobile: [979-820-7260](tel:979-820-7260) | [meredith@medicine.tamhsc.edu](mailto:meredith@medicine.tamhsc.edu)  
[www.tamhsc.edu](http://www.tamhsc.edu) | Transforming Health

---

**From:** Caitlyn Bailey [<mailto:caitlyn.bailey@afaxys.com>]  
**Sent:** Tuesday, August 23, 2016 3:30 PM  
**To:** Meredith, Rosalinda G.  
**Subject:** FW: Texas A&M - Afaxys  
**Importance:** High

Hey Rosie,

Please see the below email from Bayer regarding your location and entity name. Let me know if there is something we need to update so our records can accurately reflect your organization.

Thank you,

Caitlyn

Caitlyn Bailey  
Afaxys Group Services

**afaxys**  
affordable access

843-212-8806 (D) · 888-316-0943 (F)  
P.O. Box 20158 · Charleston, SC 29413  
[caitlyn.bailey@afaxys.com](mailto:caitlyn.bailey@afaxys.com) · [www.afaxys.com](http://www.afaxys.com)

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**From:** Cheryl DiSturco [mailto:cheryl.disturco@bayer.com]  
**Sent:** Tuesday, August 23, 2016 9:43 AM  
**To:** Michael Von Berg <michael.von.berg@bayer.com>; Caitlyn Bailey <caitlyn.bailey@afaxys.com>  
**Cc:** Anand Nair <anand.nair@bayer.com>; Kimberly Woodhour <kimberly.woodhour@bayer.com>; Mike Oakley <michael.oakley@bayer.com>; Namrata Shah <namrata.shah@bayer.com>  
**Subject:** RE: Texas A&M - Afaxys

**Mike,**

Texas A and M Physicians is listed on their website without a suite # and Texas A & M Family Medicine Residency is located at STE 100. David McClennan is listed on both websites as well as the other physicians.

<http://www.texasamphysicians.com/family-medicine.html>

<http://medicine.tamhsc.edu/fmr/>

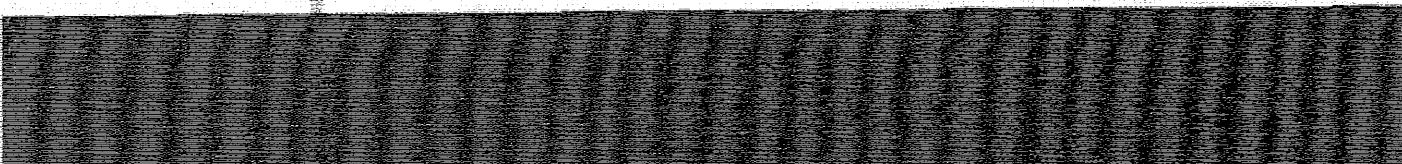
Caitlyn, The suite level address listed on the roster belongs to Texas A & M Family Medicine Residency. Can you confirm if the customer is Family Medicine Residency or Texas A & M Physicians? Please advise and update the roster accordingly. Thank you.

*Cheri DiSturco* | Consultant, Bayer HealthCare |  |

Ph: 862-404-5259  
[cheryl.disturco@bayer.com](mailto:cheryl.disturco@bayer.com)

**From:** Michael Von Berg  
**Sent:** Tuesday, August 23, 2016 8:15 AM  
**To:** Cheryl DiSturco; Namrata Shah  
**Cc:** Anand Nair; Kimberly Woodhour; Mike Oakley  
**Subject:** Texas A&M - Afaxys

Please research and correct. Afaxys Addr2 is different than same named account in MDM, and we have a physician name account at the same address



Organization	Location	Facility Type	Facility Entity #	Address
8/5/2016	Texas A&M Physicians	Medical Center	HTX6310012	2900 East 29th St

Account	Primary Address Line 1	Primary Address Line 2	Primary City	Primary State	Prin
Family Medical Residency	2900 E 29TH ST	STE 100	BRYAN	TX	
Mcclennan David	2900 E 29TH ST		BRYAN	TX	
Texas A And M Physicians	2900 E 29TH ST		BRYAN	TX	

Michael von Berg  
Deputy Director, WHC Operations & Contracting  
Women's HealthCare  
[michael.von.berg@bayer.com](mailto:michael.von.berg@bayer.com)

862-305-5340



Bayer HealthCare

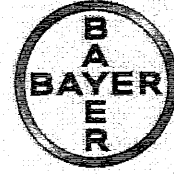
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---

Kyleena  
(levonorgestrel-releasing  
intrauterine system) 52mg

*Waiting on  
Sole source*



Dear Healthcare Professional,

**RE: Pricing Information for Kyleena™, effective October 10, 2016.**

Effective October 10, 2016, the wholesale acquisition cost (WAC) of Kyleena is \$738.16.

*@20 = 14,763.20*

Please note that CMS has not yet assigned a permanent HCPCS code for Kyleena. Until a product-specific code is assigned, please use the miscellaneous HCPCS code J3490 or check with the payer for more information on additional coding requirements.

The payer provider relations representatives and billing departments should be able to provide you with your contracted payer rates for J3490, or you can submit a rate request to the WHC Support Center to confirm your contracted payer rates.

Attached is documentation of the WAC price information for you to send to your payer provider relations representatives, the billing department or your billing service.

If you have any questions, or would like additional information about benefit investigation, coding or billing for Kyleena, please contact the WHC Support Center at 1-866-647-3646, online at [www.WHCsupport.com](http://www.WHCsupport.com), or your Bayer Field Reimbursement Manager.

Sincerely,

Paul Bedard  
Senior Vice President and General Manager, WHC  
Bayer Healthcare Pharmaceuticals

Kyleena  
Development - Research  
Manufacturing - Sales



Dear Healthcare Professional,

**RE: Pricing Information for Kyleena™, effective October 10, 2016.**

Effective October 10, 2016, the wholesale acquisition cost (WAC) of Kyleena is \$858.33.

Please note that CMS has not yet assigned a permanent HCPCS code for Kyleena. Until a product-specific code is assigned, please use the miscellaneous HCPCS code J3490 or check with the payer for more information on additional coding requirements.

The payer provider relations representatives and billing departments should be able to provide you with your contracted payer rates for J3490, or you can submit a rate request to the WHC Support Center to confirm your contracted payer rates.

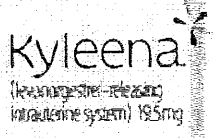
Attached is documentation of the WAC price information for you to send to your payer provider relations representatives, the billing department or your billing service.

If you have any questions, or would like additional information about benefit investigation, coding or billing for Kyleena, please contact the WHC Support Center at 1-866-647-3646, online at [www.WHCsupport.com](http://www.WHCsupport.com), or your Bayer Field Reimbursement Manager.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Bedard".

Paul Bedard  
Senior Vice President and General Manager, WHC  
Bayer Healthcare Pharmaceuticals



**FOR YOUR PROVIDER RELATIONS REPRESENTATIVES/BILLING DEPARTMENT/BILLING SERVICE**

**RE: Pricing Information for Kyleena™, effective October 10, 2016.**

Effective October 10, 2016, the wholesale acquisition cost (WAC) of Kyleena is \$738.16. Please refer to the additional details below, and adjust any pricing systems as appropriate.

Please note that the Affordable Care Act and its implementing regulations require that Kyleena be covered as a preventive service at no cost to the patient. Appropriate ICD-10-CM and CPT codes may be used to identify Kyleena as a preventive service.

If you have further questions about this information, please contact the WHC Support Center at 1-866-647-3646, online at [www.WHCsupport.com](http://www.WHCsupport.com), or your Bayer Field Reimbursement Manager.

Product Name	NDC	Description	Wholesale Acquisition Cost (WAC) Effective October 10, 2016	HCPCS Code
Kyleena	50419-424-01 or 50419042401 (11 digit version for billing purposes)	(levonorgestrel-releasing intrauterine system) 19.5 mg	\$738.16	J3490 (Unclassified drugs)



Now FDA Approved!

# Kyleena Introductory Offer

SAVE

14%

ON ANY PURCHASE OF  
KYLEENA™ IN 2016\*

RETURN UNUSED  
UNITS WITHIN

120  
DAYS

OF PURCHASE  
AT NO COST†

Wholesale Acquisition Cost (WAC) for Kyleena is \$858.33.

\*Offer is valid for orders received through December 31, 2016.

†If Kyleena units are not returned within 120 days, full payment is due. Refunds will be issued in the form of a credit only pertaining to unused product.

To place your order and find information on returns,  
visit [www.WHCsupport.com](http://www.WHCsupport.com) or call TheraCom at 1-866-647-3646

The above off-invoice discount is expressed as a percentage of the Wholesale Acquisition Cost (WAC) per unit for all orders received through December 31, 2016. The off-invoice discount program is designed and intended to meet the safe harbor to the federal Anti-Kickback Statute. This brochure is for illustrative purposes only and discounts will be earned under program rules. The recipient of a discount under this program is responsible for assessing any government reporting requirements and making any reports required by its receipt of any discounts that are required by law or regulation.



Bayer and the Bayer cross are registered trademarks of Bayer.  
Kyleena is a trademark of Bayer.  
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Kyleena<sup>\*</sup>  
(levonorgestrel-releasing  
intrauterine system) 19.5mg

**Ruiz, Nichole B.**

---

**From:** Meredith, Rosalinda G.  
**Sent:** Tuesday, November 08, 2016 3:09 PM  
**To:** Ruiz, Nichole B.  
**Subject:** Re: Kyleena  
**Attachments:** PP-290-US-0225\_Kyleena\_Intro\_Offer.pdf

Nikki,

Here is the information regarding Kyleena. We will be getting the 14% discount on the introductory offer since I placed this order on 11/7/2016 for 15 units. I'd like to allot for ~~25~~ 30

for the fiscal year. The cost with this discount is \$738.16 per unit.

Thanks,

Rosie

Rosie Meredith MSN, RN | Program Manager III for Texas A&M Physicians  
Clinical & Translational Medicine, College of Medicine | Texas A&M University  
2900 East 29<sup>th</sup> Street, Suite 100  
Bryan TX 77802  
ph: 979.436.0456 | fax: 979.776.6905 [meredith@medicine.tamhsc.edu](mailto:meredith@medicine.tamhsc.edu)

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TEXAS A&M UNIVERSITY | FEARLESS on Every Front

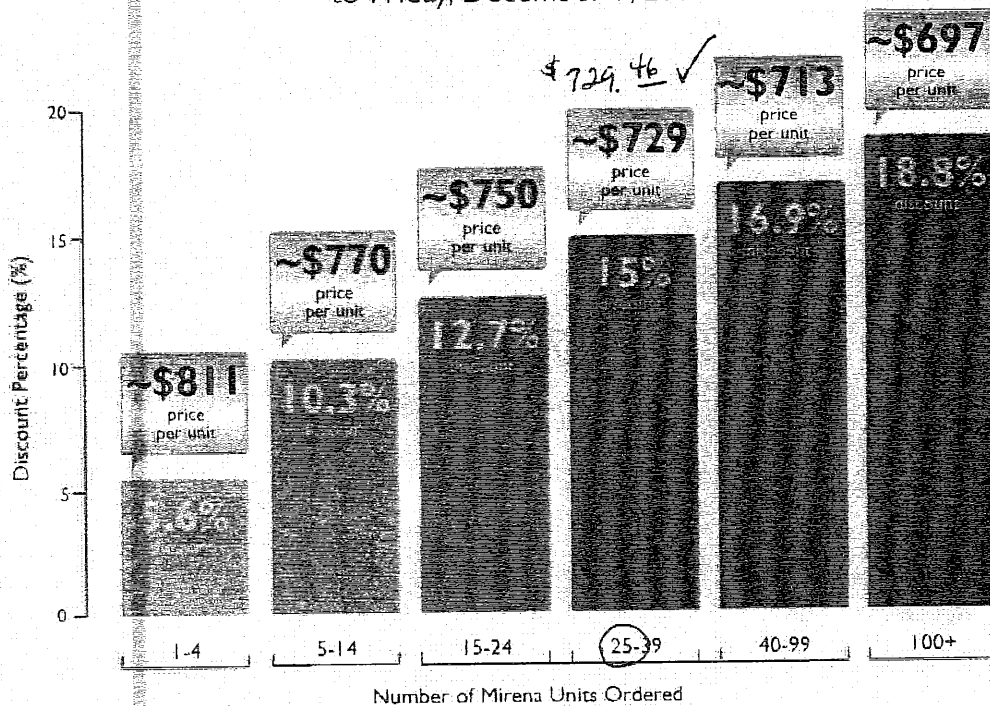
Mirena®  
 (levonorgestrel-releasing  
 intrauterine system) 52mg

## UPDATED PRICING FOR MIRENA®

Effective Monday, July 25, 2016, the wholesale acquisition cost for Mirena will be \$858.33

From Monday, July 25, 2016, to Friday, December 9, 2016, Bayer is effectively honoring the previous price by temporarily adjusting the Volume Discount Program (VDP).\* During this time, the current price will remain the same at each VDP tier.

Price per tier from Monday, July 25, 2016, to Friday, December 9, 2016



\*To qualify for the VDP, your invoice must be paid within 90 days of placing the order.

## VISUAL COMPLIANCE RESTRICTED PARTY SCREENING

Search criteria: **Theracom** (Exact match)  
[Export, Sanctions, GSA, Police, PEP and International data groups]

Date of search: **Friday, November 11, 2016**

Time of search: **12:03 PM EDT**

Report created by: **SUSAN WARREN, TEXAS A&M - HEALTH SCIENCE CENTER**

### NO MATCHING RECORDS FOUND

#### AUTHORITIES:

- Department of Commerce Denied Persons [BIS]
- Department of Commerce Entity List [BIS]
- Department of Commerce "Unverified" List [BIS]
- Department of State Arms Export Control Act Debarred Parties [DDTC]
- Department of State Munitions Export Control Orders [DDTC]
- Department of State Nonproliferation Orders
- Department of State Iran Sanctions (ISA and TRA)
- WMD Trade Control Designations [OFAC]
- Department of State Designated Terrorist Organizations
- Department of State Terrorist Exclusion List
- Palestinian Legislative Council List [OFAC]
- Federal Register General Orders
- Specially Designated Nationals and Blocked Persons [OFAC]
- Foreign Sanctions Evaders List (FSE-IR) [OFAC]
- Sectoral Sanctions Identifications List (UKRAINE-EO13662) [OFAC]
- Persons Identified as Blocked Solely Pursuant to Executive Order 13599 [OFAC]
- United Nations Consolidated List
- GSA Parties Excluded from Federal Procurement Programs [SAM/EPLS]
- GSA Parties Excluded from Federal Nonprocurement Programs [SAM/EPLS]
- GSA Parties Excluded from Federal Reciprocal Programs [SAM/EPLS]
- Air Force Special Investigations - Top Ten Fugitives
- Alcohol, Tobacco, Firearms and Explosives Most Wanted
- FBI Ten Most Wanted Fugitives
- FBI Most Wanted Terrorists
- FBI Kidnappings and Missing Persons
- FBI Seeking Information
- FBI Wanted Fugitives
- Food and Drug Administration - Clinical Investigators
- Food and Drug Administration - Debarment List
- Food and Drug Administration - Disqualified and Restricted
- Homeland Security Investigations Most Wanted
- Naval Criminal Investigative Service - Wanted Fugitives
- U.S. Immigration and Customs Enforcement Most Wanted
- U.S. Drug Enforcement - Major International Fugitives
- U.S. Marshals Service - Major Fugitive Cases
- U.S. Marshals Service - Top 15 Most Wanted
- Office of Research Integrity PHS Administrative Actions
- U.S. Postal Inspection Service - Most Wanted
- U.S. Secret Service Most Wanted
- OIG Entities Excluded from Federal Health and Medicare Programs
- CIA Chiefs of State and Cabinet Members of Foreign Governments [Politically Exposed Persons]
- Japan Foreign End-Users of Concern
- Kingdom of Saudi Arabia Wanted Militants
- CPSEP Listed Entities
- Australia Foreign Affairs Consolidated List
- European Union Consolidated List
- Interpol Recently Wanted
- HM Treasury Consolidated List [England]
- Canadian Economic Sanctions
- Canadian Border Services Agency Wanted List
- RCMP Wanted Fugitives
- FinCEN (USA PATRIOT Act) Section 311 - Special Measures
- World Bank Listing of Ineligible Firms
- OSFI Consolidated List - Entities
- OSFI Consolidated List - Individuals
- OSFI Warning List



Glenn Hegar  
Texas Comptroller of Public Accounts

# Purchasing

## DEBARRED VENDOR LIST

The following vendors and individuals are debarred from doing business with the State of Texas for the length of time indicated. Whether they are debarred or not, they are not to be used in any contract with the State of Texas.

<b>Vendor ID Number</b>	<b>Vendor Name/Address</b>	<b>Date of Debarment</b>	<b>Length of Debarment</b>
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd. Syracuse, NY 13202	November 12, 2014	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1272447273800	Walker Electric Company, LLC 1520 Park St. Beaumont TX 77701-5527 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years

Download Debarred Vendor List [[comptroller.texas.gov/purchasing/docs/debarred-vendor-list.pdf](http://comptroller.texas.gov/purchasing/docs/debarred-vendor-list.pdf)].

## Federal Exclusion

Agencies and co-op members may wish to check the list of vendors excluded from doing business on the federal level. The System for Award Management, or SAM [↗](#), can be used as a resource for purchasing entities.

According to Statewide Procurement Division rules, other debarment activities from other entities may be considered as possible indicators of vendor responsibility.

## Vendor Information on Payments

The Search State Payments Issued application provides vendors with payment details.

They can also sign up in the application for Advance Payment Notification.

Texas Government Code §2155.077 [↗](#)

Texas Administrative Code: 34 TAC §20.101, §20.102, §20.105, §20.106 and §20.107 [↗](#).