

HHS CONTRACT ATTACHMENT 3

INSTRUCTIONS FOR USE OF CONTRACT BY ENTITIES FOR ANTI-VIRAL DRUG PURCHASES

This document summarizes the ordering procedures of this contract. It provides the entities instructions and requirements in the appropriate use of this contract for the purchase of antiviral. Any questions about purchasing under this contract should be directed to the Contracting Officer.

1. The Ordering Officer (as defined in clause I.3 of this solicitation/contract) shall review the contract and the corresponding entity anti-viral tables to become familiar with the terms of the contract as well as the order limitations under the Federal subsidy program.
2. The Ordering Officer will determine the number of treatment courses to be purchased (including purchases from local jurisdictions within the entity). A State may place multiple orders under the Federal subsidy program as long as the total combined quantities purchased do not exceed the limits as detailed in.
3. The Ordering Officer will contact the contractor to negotiate entity specific terms of the order (ensuring that any additional terms do not conflict with the terms of this contract). Specific terms that will be the responsibility of the entities are place and time of delivery. Please note that only one delivery location will be allowed for each order.
4. The Ordering Officer will prepare the entity delivery order, with any required entity approvals, and forward the signed written order to the Contracting Officer at HHS for review and approval. The entity order will be for a unit price of 75% (\$14.43) of total unit price (\$19.24). This contract will fund the remaining amount, 25% (\$4.81) of the total unit price. Each order shall contain: Contract Number as referenced in this agreement: HHSO100200600015I; Contact Information: Name of Entity's ordering officer, address, telephone number and fax number; Ship To Location: Name of contact, delivery address, telephone number and fax number; Invoice To: Name of contact, delivery address, telephone number and fax number; Approved Quantity (courses of therapy); Unit Price and Requested Date of Delivery.
5. The HHS Contracting Officer will confirm that the order complies with the limits of the program and notify the Contractor and the Ordering Officer that the order can be filled. NOTE: If the contractor receives an order (order for which the entity is receiving the federal subsidy) directly from any entity, the Contractor shall not fill the order. The contractor shall direct the entity to forward a copy of the order to the HHS Contracting Officer for approval as stated in paragraph 4 above.
6. After receiving confirmation, the contractor will process the orders in accordance with the terms agreed to with the entity to the extent those agreements do not conflict with this

contract or to which they do not exceed the Federal funding obligated amount. Orders approved by the HHS Contracting Order shall be forwarded to the contractor as approved. Entity Ordering Officers shall not modify the terms of the order once approved by the HHS Contracting Officer. In the event an order needs to be modified after approval by the HHS Contracting Officer and prior to submission to the contract, the Ordering Officer can make the necessary changes and resubmit the order to the HHS Contracting Officer for approval.

7. If any order is not approved, notice will be provided by the HHS Contracting Officer to the contractor and guidance will be provided to the state Ordering Officer on the problems with the order.
8. Once an entity purchases the maximum quantity as listed in the Anti-viral Drug Allocation Table (Attachment 2), HHS will not review or confirm any additional purchases made by that entity. Additional orders will continue to be fulfilled at the unit price listed in this contract up to the maximum as stated in clause I.9, but the USG will not be required to review those orders. The contractor will continue to report these additional purchases in their monthly and final reports to HHS.
9. Six months after the commencement of the contract, each entity which did not opt to purchase their entire initial allocation within the first six months shall submit – via and signed by the State Authorizing Official – (1) a purchase plan for the remainder of its initial subsidized allocation OR (2) a letter stating that the entity is forfeiting the remainder of its initial subsidized allocation. The entity, under (1) may choose to purchase only a portion of the remainder of the initial subsidized allocation rather than purchasing the entire allocation but must then state it is forfeiting the remainder it does not wish to purchase. HHS will then reallocate that remaining subsidized antiviral treatment courses amongst the entities that would like to purchase additional subsidized antiviral treatment courses beyond their initial (original) allocation. The Contractor will then adjust the tracking data base to note the reallocation.

Note: 1) For the first six (6) months of this contract, the contractor will be required to give priority delivery for those orders using the federal subsidy; 2) Orders placed after the six month period will be filled as received by the contractor; and 3) Orders, as received chronologically, placed outside of the terms of this contract (e.g., contract has been terminated or entity chooses not to utilize contract).