



DEPARTMENT OF THE ATTORNEY GENERAL

News Release

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News Release 2010-25

STATE SUES DRUG WHOLESALER AND DRUG DATA PUBLISHER FOR INFLATED AVERAGE WHOLESALE PRICES

HONOLULU – Attorney General Mark Bennett announced today that the State of Hawai'i has filed a complaint against McKesson Corporation and First DataBank, Inc., as part of an ongoing effort to recover for what the State believes were prescription drug overcharges to the State. The State's previous related lawsuit recovered (in total) more than \$82 million from prescription drug manufacturers.

Defendant McKesson Corporation is a wholesaler of pharmaceutical products. Defendant First DataBank, Inc., compiles and publishes pricing information regarding pharmaceutical products. This information is used by Hawai'i's Medicaid program, among others.

The State alleges that the defendants violated various statutes and common law in connection with the reporting and publication of average wholesale prices (AWPs) for certain brand-name pharmaceutical products. Specifically, the State alleges that the defendants entered into a scheme to inflate, and in fact inflated, the AWPs published by First DataBank for certain brand-name pharmaceutical products, despite there being no increase in the actual prices retail providers paid to acquire them. The State alleges that as an intended consequence of the scheme, the State overpaid Medicaid providers when reimbursing them based on these inflated AWPs.

"Manipulation of average wholesale prices has cost Hawai'i and the federal government millions of dollars," Bennett said. "We are bringing this second phase of this litigation as part of an ongoing effort to recover overcharges and restore transparency and fairness. The first phase of the litigation, against the drug manufacturers, was very successful, and this second phase of the litigation continues our efforts."

Lillian Koller, Director of the Department of Human Services, said, "We believe the State and federal government have overpaid for Medicaid prescription drugs. We bring this lawsuit to continue our efforts to protect taxpayers and the integrity of our Medicaid program."

A copy of the Complaint is attached.

Background

The State pays all prescription drug costs for Medicaid patients. In Hawai'i, the cost of prescription drugs in the Medicaid program soared from \$45 million in 1999 to \$117 million in 2004, an increase of 160 percent.

Drug companies sell drugs to health care providers such as pharmacies, physicians, hospitals, and long-term care facilities that dispense drugs. Hawai'i's Medicaid Fee-For-Service program reimburses providers based on an estimate of the provider's acquisition cost of the drug. Hawai'i and most other states use the AWP reported by the drug's manufacturer to estimate the acquisition cost.

The AWP for a drug is a significant factor in determining the amount of money that Medicaid will pay for a drug. False AWP reporting has the effect of increasing the profitability of an individual drug for the provider and stimulates the demand for that drug, resulting in more sales. Inflated or false AWPs can result in taxpayers, through Medicaid, paying more for pharmaceutical products than they should.

Investigation by the State of Hawai'i, other state attorneys general, and the U.S. Department of Justice revealed that the reported AWP frequently had little relationship to the actual price paid for the drug, and that inflated or false AWPs were widespread in the prescription drug industry.

In April 2006 (and in later amended complaints), the State sued more than 40 drug manufacturers to help stem soaring drug prices and recover inflated costs paid for prescription drugs. The lawsuit alleged that for more than a decade, the drug makers had published inflated prices for prescription drugs, causing the overpayment of millions of dollars in drug costs. Cash settlement agreements were reached with almost all of the manufacturers. The manufacturers agreed to pay the State more than \$82 million in settlements to resolve claims relating to the marketing and selling of prescription drugs and the manufacturers' reporting of AWPs.

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1ST CIRCUIT COURT
STATE OF HAWAII
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Civil No. 101-2411-11
(Other Civil Action)

COMPLAINT; EXHIBITS "1" - "2";
DEMAND FOR JURY TRIAL;
SUMMONS

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I do hereby certify that this is a full, true, and
correct copy of the original on file in this office

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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII,

Plaintiff,

vs.

McKESSEON CORPORATION AND FIRST
DATABANK, INC.

Defendants.

Civil No. _____
(Other Civil Action)

COMPLAINT; EXHIBITS "1" – "2";
DEMAND FOR JURY TRIAL; SUMMONS

COMPLAINT

I. INTRODUCTION

1. This is a civil enforcement action brought by the State of Hawaii under State law on behalf of the Hawaii Department of Human Services' Medicaid program, by and through its Attorney General, against two defendants, McKesson Corporation and First DataBank, Inc.

2. The State alleges that defendants violated various state statutes and common law in connection with the reporting and publication of average wholesale prices ("AWPs") for certain brand-name pharmaceutical products, causing damage to Hawaii's Medicaid program. Specifically, the State alleges that defendants entered into a scheme to inflate, and in fact inflated, the average wholesale prices ("AWPs") published by First DataBank for certain brand-name pharmaceutical products despite there being no increase in the actual prices retail providers paid to acquire them, knowing, expecting, and intending that the Hawaii Medicaid program would use the inflated AWPs to reimburse providers who dispensed or administered these products to eligible Medicaid beneficiaries. As an intended consequence of the scheme, the State overpaid Medicaid providers when reimbursing them based on these inflated AWPs.

II. THE PARTIES

3. Plaintiff is the State of Hawaii ("Hawaii" or "State"), which brings this action on behalf of the Hawaii Department of Human Services' Medicaid program, by and through its Attorney General, for violations of the Hawaii False Claims Act, H.R.S. §661-21, *et seq.*, the Hawaii Unfair or Deceptive Acts or Practices law, H.R.S. §480, *et seq.*, the Hawaii Deceptive Trade Practices Act, H.R.S., §481A, *et seq.*, and common law.

4. The Attorney General is authorized to bring this action on behalf of the State of Hawaii and its agencies by virtue of H.R.S. §28-1. The Attorney General is authorized to bring this case under the Hawaii False Claims Act by virtue of H.R.S. §661-22. The Attorney General is authorized to bring this case based upon unfair or deceptive acts or practices declared unlawful by H.R.S. §480-2 by virtue of H.R.S. §480-14.

5. Defendant McKesson Corporation ("McKesson") is a Delaware corporation with its principal place of business in San Francisco, California. It is one of the three largest wholesalers of pharmaceutical products in the United States. McKesson purchases pharmaceutical products from pharmaceutical manufacturers and resells them to providers, including retail pharmacies, physicians and clinics.

6. Defendant First DataBank, Inc. ("First DataBank") is a subsidiary of the Hearst Corporation and a Missouri corporation with its principal place of business in San Bruno, California. It compiles and publishes pricing information, including average wholesale prices ("AWPs"), and other data regarding pharmaceutical products into a national pricing compendium called the National Drug Data File ("NDDF") that is licensed to, sold to, and used by drug manufacturers, wholesalers, third party payers (including the Hawaii Medicaid program) and others.

7. At all times relevant to this action, Defendant McKesson has transacted business in the State of Hawaii by, including but not limited to, storing, distributing and/or selling pharmaceutical products, including the drugs identified in this Complaint, to purchasers within the State of Hawaii.

8. At all times relevant to this action, Defendant First DataBank has transacted business in the State of Hawaii by, including but not limited to, compiling, publishing, licensing, and/or selling data regarding pharmaceutical products, including those identified in this Complaint, to purchasers within the State of Hawaii.

9. At all times relevant to this action, Defendant First DataBank has licensed and/or sold pricing information, including average wholesale prices ("AWPs"), and other data regarding pharmaceutical products to the Hawaii Medical Services Association

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“ (“HMSA”) and/or Affiliated Computer Services (“ACS”) pursuant to contracts for use by the State of Hawaii Medicaid program in reimbursing providers for prescription drugs dispensed or administered to eligible Medicaid patients.

III. **FACTUAL BACKGROUND AND DEFENDANTS’ SCHEME**

10. State Medicaid programs, including the Hawaii Medicaid program, are run jointly by the federal and state government and administered by each individual State, including Hawaii, to provide health care services, including prescription drug benefits, to eligible beneficiaries (primarily the poor, elderly, disabled, and blind).

11. At all times relevant to this action, the Hawaii Medicaid program was administered by the Hawaii Department of Human Services.

12. At all times relevant to this action, the Hawaii Medicaid program, like other state Medicaid programs, was required by federal law and regulation to reimburse providers for brand name prescription drugs based on the “estimated acquisition cost” (“EAC”) for each drug, defined by federal regulation as “the price generally and currently paid by providers for a drug.” 42 C.F.R. §447.301.

13. At all times relevant to this action, the Hawaii Medicaid program was required by state law and regulation to reimburse providers for brand name prescription drugs based on the “estimated acquisition cost” (“EAC”) for each drug. Hawaii Administrative Rule §17-1739.1-11.

14. At all times relevant to this action, most state Medicaid programs, including the Hawaii Medicaid program, determined EAC for brand name prescription drugs based on the AWP’s published by First DataBank. Defendants knew this fact.

15. Specifically in Hawaii, defendant First DataBank had contracts with the Hawaii Medical Services Association ("HMSA") or Affiliated Computer Services ("ACS") for the benefit of plaintiff State of Hawaii Medicaid program, which obligated First DataBank to provide pricing information including AWP's to the Hawaii Medicaid program for use in determining reimbursement to retail providers for those drugs.

16. In the pharmaceutical industry generally, drug manufacturers use wholesalers like McKesson to distribute their products to, among others, retailers such as pharmacies, physicians, and clinics. Wholesalers pay the manufacturers for their drugs and then resell them to retailers who dispense or administer them to patients in pharmacies, physicians' offices, and clinics. In most cases, these retailers recover their cost of acquiring the drugs (plus separate fees to cover the cost of dispensing them) from third-party payers like state Medicaid programs, including the Hawaii Medicaid program.

17. At all times relevant to this action, First DataBank published a comprehensive, electronic pricing database for pharmaceutical industry subscribers called the National Drug Data File ("NDDF"). The prices published by First DataBank have included prices called wholesale acquisition costs ("WACs"), defined by First DataBank as the price paid by wholesalers to acquire prescription drugs from manufacturers and prices called average wholesale prices ("AWPs"), defined by First DataBank as the average prices that a wholesaler charges a pharmacy for a particular product.

18. Since at least 1991, First DataBank represented to the public and to First DataBank's customers that the AWP's it published were based on: (1) information provided by drug manufacturers, and (2) surveys of wholesalers about the prices they actually charged their retail customers whose purpose was to verify the prices reported by the manufacturers. McKesson is one of the wholesalers that First DataBank claimed to have surveyed as part of this process.

19. As of the commencement of defendants' scheme in or around August 2001, the AWP's reported by manufacturers and published by First DataBank for brand name prescription drugs were either WAC plus 20% (the "20% drugs"), or WAC plus 25% (the "25% drugs").

20. Brand drug manufacturers and First DataBank calculated AWP's by applying a mark-up factor of either 20% or 25% to the wholesale acquisition costs ("WACs") set by the manufacturers for each drug. First DataBank published as AWP's either: (1) the AWP the manufacturer reported to First DataBank, or (2) the AWP First DataBank calculated by applying the manufacturers' WAC-to-AWP mark-ups to the manufacturers' WACs.

21. At all times relevant to this action, retail providers paid wholesalers like McKesson for brand name prescription drugs based on the WAC and were then reimbursed by third-party payers, including state Medicaid programs such as the Hawaii Medicaid program, based on the AWP's published by First DataBank.

22. At all times relevant to this action, defendants knew that from the perspective of the retail providers, any difference or "spread" between what the providers paid wholesalers like McKesson to acquire the drugs they dispensed and

what they received in reimbursement from payors (including the Hawaii Medicaid program and other state Medicaid programs) represented increased profits.

23. At all times relevant to this action, defendants knew that the AWP-based reimbursement paid to providers by state Medicaid programs, including the Hawaii Medicaid program, increased every time drug manufacturers announced WAC-based price increases for particular drugs.

24. At all times relevant to this action, defendants knew that because of the WAC-to-AWP mark-ups described above, the dollar value of the "spread" between the retailers' acquisition costs and the amount of reimbursement they received (hence their profits) increased when manufacturers raised their WAC prices. Defendants also knew that the amount of the spread would increase even more if the amount of the AWP-based reimbursement paid to the retailers by the Hawaii Medicaid program (and other state Medicaid programs) increased while the retailers' WAC-based acquisition costs remained the same.

25. In or around 2001, McKesson proposed a scheme to First DataBank under which First DataBank would secretly and unilaterally increase the WAC-to-AWP mark-up of the "20% drugs" by 5 percentage points, so that WAC-to-AWP mark-up for all brand drugs would be 25%, despite there being no increase in the actual prices retail providers paid to acquire them.

26. The idea behind the proposed "bump-up" was that by increasing the WAC-to-AWP spread for the 20% drugs, the defendants would increase the reimbursements paid to their retailer provider customers for the bumped-up drugs, despite there being no increase in the actual prices retail providers paid to acquire them, thus using

taxpayer money (in the case of public payers such as the Hawaii Medicaid program) to increase the retailer providers' profits.

27. Each defendant had a financial interest and motive in carrying out the bump-up scheme, including but not limited to increasing the retail providers' profits in order to secure their good will.

28. First DataBank agreed to McKesson's proposal in around August 2001. Pursuant to their agreement, First DataBank agreed to use the 25% WAC-to-AWP mark-up percentage provided by McKesson when publishing AWP's for brand prescription drugs.

29. Beginning in late August 2001, First DataBank proceeded in concert with McKesson to implement the agreed bump up of the WAC-to-AWP mark-up for nearly 600 historically 20% drugs to 25% without regard to any changes in the actual average wholesale prices in the market. The affected drugs include blockbuster drugs and industry top sellers. Exhibit "1" to this Complaint lists the affected drugs and, for each such drug, the approximate date of the bump-up, as well as the WAC and AWP published by First DataBank immediately prior to, and after, the bump-up.

30. Defendants also agreed to take, and in fact took, steps to conceal the bump-up and their role in implementing it. For example, defendants timed the bump-up for each drug to coincide with WAC-based price changes announced by the relevant manufacturers to avoid attracting attention to the 5% bump-up. As a result, the 5% bumpup occurred at different times for different drugs. In addition, First DataBank continued to represent falsely that: (1) it was verifying all of the published WAC-to-AWP mark-ups by wholesaler surveys, (2) the number of surveys was increasing when the

opposite was true; and (3) the published AWP's were actual averages of prices charged by the national drug wholesalers. Manufacturers whose drugs were affected by the increase in WAC-to-AWP mark-up became aware of the mark-up but took no action to remedy it or to notify the Hawaii Medicaid program that it had occurred.

31. Once the WAC-to-AWP mark-up was raised to 25% for a drug, that mark-up stayed in place. First DataBank continuously published the bumped up AWP's until September 2009 and did not disclose to the public (including Plaintiff State of Hawaii) that the bumped up AWP's were the product of defendants' own scheme and not due to actual changes in market prices.

32. During the relevant time period, the Hawaii Medicaid program's reimbursement rates to providers for brand-name prescription drugs were based on AWP's published by, and obtained from, First DataBank. As a result of the bump-up scheme, of which the Hawaii Medicaid program was not aware, the Hawaii Medicaid program overpaid retailer providers when reimbursing them based on the inflated AWP's.

IV. TOLLING

33. Any applicable statute of limitations has been tolled by Defendants' knowing and active concealment and/or because Defendants' conduct constitutes a continuing violation. Because of their knowing, affirmative and/or active concealment of their scheme to inflate AWP's, Defendants are estopped from relying on any statute of limitations.

34. Any applicable statute of limitations or other time-related defenses such as estoppel, waiver, or laches available to Defendant McKesson has been tolled pursuant to the Tolling Agreement executed by the State and McKesson on or about May 19, 2009, attached hereto as Exhibit "2".

V. CAUSES OF ACTION

**COUNT I
Violation of H.R.S. §661-21(a)
(Hawaii False Claims Act)**

35. Plaintiff State of Hawaii realleges and incorporates by reference all previous allegations herein.

36. H.R.S. §661-21(a) makes it unlawful for any person to: (1) knowingly present, or cause to be presented, to an officer or employee of the State a false or fraudulent claim for payment or approval; (2) knowingly make, uses or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the State; (3) conspire to defraud the State by getting a false or fraudulent claim allowed or paid.

37. Defendants, by inflating the AWP's published by First DataBank, violated H.R.S. §661-21(a)(1), (2) and (3) and caused damage to the State of Hawaii by causing the Hawaii Medicaid program to overpay retail providers when it reimbursed them for prescription drugs based on the inflated AWP's.

**COUNT II
Violation of H.R.S. §480-2
(Unfair or Deceptive Acts or Practices)**

38. Plaintiff State of Hawaii realleges and incorporates by reference all previous allegations herein.

39. H.R.S. §480-2 provides that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

40. Defendants, by inflating the AWP's published by First DataBank, violated H.R.S. §480-2 and caused injury to the State of Hawaii by causing the Hawaii Medicaid program to overpay retail providers when it reimbursed them for prescription drugs based on the inflated AWP's.

COUNT III
H.R.S. §481A-3
(Hawaii Deceptive Trade Practices Act)

41. Plaintiff State of Hawaii realleges and incorporates by reference all previous allegations herein.

42. H.R.S. §481A-3(a)(12) provides that "a person engages in a deceptive trade practice when, in the course of the person's business, vocation, or occupation, the person . . . [e]ngages in any other conduct that similarly creates a likelihood of confusion or misunderstanding."

43. Defendants, by inflating the AWP's published by First DataBank, violated H.R.S. §481A-3, and thereby also committed a per se violation of H.R.S. §480-2, and caused damage to the State of Hawaii by causing the Hawaii Medicaid program to overpay retail providers when it reimbursed them for prescription drugs based on the inflated AWP's.

Count IV
(Fraud)

44. Plaintiff State of Hawaii realleges and incorporates by reference all previous allegations herein.

45. When defendants provided the bumped up AWP's to the plaintiff State of Hawaii Medicaid program they deliberately created the false impression that the markups had not changed.

46. Defendants had a duty (arising from the intentionally misleading publication and First DataBank's contract) to disclose the fact that they had increased the historical 20% markups for nearly 600 drugs to 25%, without regard to any changes in actual market pricing.

47. This fact (that defendants had increased the historical markups of hundreds of drugs without regard to market changes) was material to the Hawaii Medicaid program and defendants knew it; yet defendants failed to disclose it and took steps to conceal it.

48. Defendants' publication of the bumped up AWP's with the intent to mislead, failing to disclose them, and affirmative efforts to hide them constituted fraud.

49. Plaintiff State of Hawaii's Medicaid program justifiably relied to its detriment on the bumped up AWP's when it used them to determine how much to reimburse the retail providers, and as a result it overpaid those providers by millions of dollars.

**COUNT V
(Civil Conspiracy)**

50. Plaintiff State of Hawaii realleges and incorporates by reference all previous allegations herein.

51. Defendants formed a conspiracy to inflate the WAC-to-AWP mark-up for hundreds of prescription drugs from 20% to 25% and publish inflated AWP's for those drugs; and took steps to effectuate the conspiracy by publishing the inflated AWP's from

August 2001 through September 2009; and they further agreed to and did take steps to conceal the scheme and their role in the scheme.

52. Defendants each committed an unlawful act or acts in furtherance of this conspiracy to defraud Hawaii and violate its statutes and common law as set forth herein in Counts I through IV.

53. Defendants' conspiracy caused damage to the State of Hawaii by causing the Hawaii Medicaid program to overpay retail providers when it reimbursed them for prescription drugs based on the bumped up AWP's.

VI. DEMAND FOR JURY TRIAL

54. Plaintiff State of Hawaii hereby demands a trial by jury of all claims for which a trial by jury is authorized by law.

VII. PRAYER FOR RELIEF

Wherefore, plaintiff State of Hawaii prays for relief as follows:

- (1) An award of actual damages to the State, together with mandatory treble damages under H.R.S. §480-14, H.R.S. §661-21, or as authorized otherwise by law;
- (2) Punitive damages;
- (3) Pre-judgment interest and post-judgment interest as authorized by law;
- (4) Statutory civil penalties under H.R.S. §480-3.1, H.R.S. §661-21, or as otherwise authorized by law in the maximum amount authorized by law;
- (5) Attorneys' fees and costs as authorized by law;
- (6) An accounting of all profits or gains derived in whole or in part by defendants through the misconduct complained of herein and disgorgement of all improper and ill-gotten profits;

- (7) All other relief as authorized by law; and
- (8) Such other and further relief as the Court may deem appropriate and just.

DATED: Honolulu, Hawaii, NOV 10 2010



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Obs	NDC	Drug	Price Change Date	Previous AWP Unit Price	Previous WAC Unit Price	Previous AWP/WAC Ratio	New AWP Unit Price	New WAC Unit Price	New AWP/WAC Ratio
1	00002300475	PROZAC WEEKLY	02/12/03	19.85	16.538	1.20	22.12	17.695	1.25
2	00002312642	VANCCOCIN HCL	12/23/03	14.13	11.771	1.20	16.04	12.830	1.25
3	00002411233	ZYPREXA	10/30/03	5.37	4.474	1.20	5.79	4.630	1.25
4	00002411260	ZYPREXA	10/30/03	5.37	4.474	1.20	5.79	4.630	1.25
5	00002411504	ZYPREXA	10/30/03	6.34	5.284	1.20	6.84	5.469	1.25
6	00002411533	ZYPREXA	10/30/03	6.34	5.284	1.20	6.84	5.469	1.25
7	00002411560	ZYPREXA	10/30/03	6.34	5.284	1.20	6.84	5.469	1.25
8	00002411660	ZYPREXA	10/30/03	7.26	6.052	1.20	8.31	6.651	1.25
9	00002411733	ZYPREXA	10/30/03	9.64	8.032	1.20	10.39	8.313	1.25
10	00002411760	ZYPREXA	10/30/03	9.64	8.032	1.20	10.39	8.313	1.25
11	00002416502	EVISTA	03/04/03	2.45	2.044	1.20	2.70	2.156	1.25
12	00002416507	EVISTA	03/04/03	2.45	2.044	1.20	2.70	2.156	1.25
13	00002416530	EVISTA	03/04/03	2.45	2.044	1.20	2.70	2.156	1.25
14	00002441530	ZYPREXA	09/19/05	13.43	11.193	1.20	17.25	13.800	1.25
15	00002441533	ZYPREXA	10/30/03	14.46	12.047	1.20	15.59	12.469	1.25
16	00002441560	ZYPREXA	10/30/03	14.46	12.047	1.20	15.59	12.469	1.25
17	00002442033	ZYPREXA	10/30/03	19.25	16.040	1.20	20.75	16.601	1.25
18	00002442060	ZYPREXA	10/30/03	19.25	16.040	1.20	20.75	16.601	1.25
19	00002445385	ZYPREXA ZYDIS	05/19/04	7.52	6.264	1.20	8.06	6.450	1.25
20	00002445485	ZYPREXA ZYDIS	05/19/04	10.81	9.012	1.20	11.62	9.293	1.25
21	00002445585	ZYPREXA ZYDIS	05/19/04	15.63	13.027	1.20	16.81	13.450	1.25
22	00002445665	ZYPREXA ZYDIS	05/19/04	20.42	17.020	1.20	21.98	17.580	1.25
23	00002733516	HUMATROPE	01/14/03	230.20	191.835	1.20	251.78	201.427	1.25
24	00002751001	HUMALOG	12/19/02	5.41	4.508	1.20	6.14	4.914	1.25
25	00002751101	HUMALOG MIX 75/25	12/19/02	5.41	4.508	1.20	6.14	4.914	1.25
26	00002803101	GLUCAGON EMERGENCY KIT	12/23/03	78.13	65.110	1.20	84.64	67.710	1.25
27	00002808901	HUMATROPE	01/14/03	275.24	230.200	1.20	302.14	241.710	1.25
28	00002808101	HUMATROPE	01/14/03	1104.97	920.810	1.20	1208.55	966.850	1.25
29	00002821501	HUMULIN R	09/04/03	2.79	2.324	1.20	3.05	2.440	1.25
30	00002831501	HUMULIN N	09/04/03	2.79	2.324	1.20	3.05	2.440	1.25
31	00002871501	HUMULIN 70/30	09/04/03	2.79	2.324	1.20	3.05	2.440	1.25
32	00004003822	VALCYTE	03/13/02	28.78	23.980	1.20	29.98	23.980	1.25
33	00004005801	KLONOPIN	03/13/02	0.97	0.806	1.20	1.10	0.878	1.25
34	00004006801	KLONOPIN	03/13/02	0.85	0.706	1.20	0.96	0.770	1.25
35	00004009801	KLONOPIN	03/13/02	1.34	1.116	1.20	1.52	1.217	1.25
36	00004022101	HIVID	03/13/02	2.73	2.275	1.20	2.84	2.275	1.25
37	00004023909	KYTRIL	03/13/02	187.39	156.160	1.20	195.20	156.160	1.25
38	00004024009	KYTRIL	03/13/02	187.39	156.160	1.20	195.20	156.160	1.25
39	00004024515	INVIRASE	03/13/02	2.40	1.997	1.20	2.50	1.997	1.25
40	00004024648	FORTOVASE	03/13/02	1.34	1.113	1.20	1.39	1.113	1.25
41	00004025001	VESANOID	03/13/02	15.13	12.610	1.20	17.02	13.618	1.25
42	00004025652	XENICAL	03/13/02	1.32	1.100	1.20	1.38	1.100	1.25
43	00004025901	CELLCEPT	03/13/02	2.66	2.215	1.20	2.77	2.215	1.25
44	00004025943	CELLCEPT	03/13/02	2.66	2.215	1.20	2.77	2.215	1.25
45	00004026001	CELLCEPT	03/13/02	5.32	4.430	1.20	5.54	4.430	1.25
46	00004026043	CELLCEPT	03/13/02	5.32	4.430	1.20	5.54	4.430	1.25
47	00004026129	CELLCEPT	03/13/02	2.13	1.772	1.20	2.22	1.772	1.25
48	00004026948	CYTOVENE	03/13/02	4.62	3.854	1.20	4.82	3.854	1.25
49	00004027848	CYTOVENE	03/13/02	9.25	7.708	1.20	9.63	7.708	1.25
50	00004028957	SORIATANE	03/13/02	12.29	10.245	1.20	13.45	10.757	1.25
51	00004080085	TAMIFLU	03/13/02	6.31	5.260	1.20	6.58	5.260	1.25
52	00004110116	XELODA	03/13/02	9.39	7.828	1.20	10.76	8.611	1.25
53	00004196401	ROCEPHIN	03/13/02	49.07	40.889	1.20	51.11	40.889	1.25
54	00004196404	ROCEPHIN	03/13/02	50.24	41.870	1.20	52.34	41.870	1.25
55	00004196501	ROCEPHIN	03/13/02	97.50	81.252	1.20	101.57	81.252	1.25
56	00004197101	ROCEPHIN	03/13/02	478.32	398.600	1.20	498.25	398.600	1.25
57	00004592001	TASMAR	03/13/02	2.49	2.024	1.20	2.53	2.024	1.25
58	00004694003	CYTOVENE	03/13/02	37.10	30.914	1.20	38.64	30.914	1.25
59	00006001958	PRINIVIL	03/01/02	0.98	0.816	1.20	1.08	0.864	1.25
60	00006010658	PRINIVIL	03/01/02	1.01	0.843	1.20	1.12	0.893	1.25
61	00006010682	PRINIVIL	03/01/02	1.00	0.835	1.20	1.11	0.884	1.25
62	00006020758	PRINIVIL	03/01/02	1.08	0.902	1.20	1.19	0.956	1.25
63	00006023758	PRINIVIL	03/01/02	1.58	1.320	1.20	1.75	1.397	1.25
64	00008084181	PROTONIX	08/31/01	3.00	2.500	1.20	3.26	2.610	1.25
65	00015111750	TEQUIN	04/01/02	8.19	6.823	1.20	8.95	7.164	1.25
66	00015117760	TEQUIN	04/01/02	8.19	6.823	1.20	8.95	7.164	1.25
67	00015321330	PARAPLATIN	01/01/02	115.68	96.380	1.20	130.11	104.090	1.25
68	00015321430	PARAPLATIN	01/01/02	346.99	289.110	1.20	390.30	312.240	1.25
69	00015321530	PARAPLATIN	01/01/02	1040.99	867.350	1.20	1170.93	936.740	1.25

EXHIBIT 1

Obs	NDC	Drug	Price Change Date	Previous AWP Unit Price	Previous WAC Unit Price	Previous AWP/WAC Ratio	New AWP Unit Price	New WAC Unit Price	New AWP/WAC Ratio
70	00015797020	OXACILLIN SODIUM	09/26/01	5.137	4.280	1.20	5.350	4.280	1.25
71	00024033504	DEMEROL	01/14/03	0.943	0.786	1.20	1.042	0.833	1.25
72	00024153506	PHISCHEX	01/14/03	0.068	0.056	1.20	0.075	0.060	1.25
73	00024540131	AMBIEN	11/20/02	2.076	1.730	1.20	2.281	1.825	1.25
74	00024542131	AMBIEN	11/20/02	2.553	2.128	1.20	2.806	2.245	1.25
75	00025141160	ARTHROTEC 50	05/23/02	1.635	1.363	1.20	1.821	1.457	1.25
76	00025141190	ARTHROTEC 50	05/23/02	1.635	1.363	1.20	1.821	1.457	1.25
77	00025142160	ARTHROTEC 75	05/23/02	1.635	1.363	1.20	1.821	1.457	1.25
78	00025146160	CYTOTEC	05/23/02	1.171	0.976	1.20	1.341	1.079	1.25
79	00025152031	CELEBREX	11/13/01	1.487	1.239	1.20	1.642	1.314	1.25
80	00025152051	CELEBREX	11/13/01	1.487	1.239	1.20	1.642	1.314	1.25
81	00025152531	CELEBREX	11/13/01	2.517	2.097	1.20	2.753	2.202	1.25
82	00025152551	CELEBREX	11/13/01	2.517	2.097	1.20	2.753	2.202	1.25
83	00025201131	COVERA-HS	05/23/02	1.394	1.162	1.20	1.538	1.231	1.25
84	00025202131	COVERA-HS	05/23/02	1.911	1.593	1.20	2.160	1.728	1.25
85	00025208506	AXERT	08/22/01	10.548	8.790	1.20	10.988	8.790	1.25
86	00026285548	NIMOTOP	05/01/02	7.000	5.833	1.20	7.547	6.037	1.25
87	00026285570	NIMOTOP	05/01/02	7.326	6.105	1.20	7.898	6.319	1.25
88	00026286151	PRECOSE	02/15/02	0.576	0.460	1.20	0.659	0.528	1.25
89	00026286251	PRECOSE	02/15/02	0.742	0.619	1.20	0.820	0.656	1.25
90	00026286351	PRECOSE	02/15/02	0.576	0.460	1.20	0.635	0.508	1.25
91	00026851251	CIPRO	02/01/02	3.991	3.326	1.20	4.407	3.526	1.25
92	00026851348	CIPRO	02/01/02	4.827	4.023	1.20	5.330	4.264	1.25
93	00026851351	CIPRO	02/01/02	4.672	3.893	1.20	5.159	4.127	1.25
94	00026851450	CIPRO	02/01/02	4.672	3.893	1.20	5.159	4.127	1.25
95	00026855336	CIPRO	02/01/02	0.935	0.779	1.20	1.032	0.826	1.25
96	00029415201	KYTRIL	03/13/02	187.392	156.160	1.20	195.200	165.160	1.25
97	00034700480	UNIPHYL	07/01/03	1.079	0.885	1.22	1.106	0.885	1.25
98	00039022110	AMARYL	06/12/02	0.286	0.239	1.20	0.310	0.248	1.25
99	00039022210	AMARYL	06/12/02	0.464	0.386	1.20	0.502	0.402	1.25
100	00039022310	AMARYL	06/12/02	0.875	0.729	1.20	0.948	0.758	1.25
101	00045006601	LEVAQUIN	03/08/02	0.414	0.345	1.20	0.431	0.345	1.25
102	00045009560	PANCREASE	03/08/02	0.462	0.385	1.20	0.504	0.403	1.25
103	00045009569	PANCREASE	03/08/02	0.440	0.366	1.20	0.480	0.384	1.25
104	00045025446	HALDOL DECANOATE 100	03/08/02	66.182	55.152	1.20	72.318	57.854	1.25
105	00045034160	PANCREASE MT 4	03/08/02	0.364	0.303	1.20	0.397	0.318	1.25
106	00045034360	PANCREASE MT 16	03/08/02	1.459	1.216	1.20	1.594	1.276	1.25
107	00045034660	PANCREASE MT 20	03/08/02	1.817	1.514	1.20	1.986	1.589	1.25
108	00045051560	TYLENOL W/CODEINE NO.4	03/08/02	0.745	0.620	1.20	0.814	0.651	1.25
109	00045063955	TOPAMAX	03/08/02	1.386	1.155	1.20	1.522	1.218	1.25
110	00045064165	TOPAMAX	03/08/02	3.250	2.708	1.20	3.568	2.854	1.25
111	00045064265	TOPAMAX	03/08/02	3.805	3.171	1.20	4.177	3.342	1.25
112	00045064565	TOPAMAX	03/08/02	1.586	1.321	1.20	1.740	1.392	1.25
113	00045064765	TOPAMAX	03/08/02	1.311	1.093	1.20	1.439	1.152	1.25
114	00045065060	ULTRACET	03/08/02	0.853	0.710	1.20	0.932	0.745	1.25
115	00045065960	ULTRAM	03/08/02	0.853	0.710	1.20	0.932	0.745	1.25
116	00045065970	ULTRAM	03/08/02	0.853	0.710	1.20	0.932	0.745	1.25
117	00045081015	REGRANEX	03/08/02	30.543	25.452	1.20	33.374	26.699	1.25
118	00045152050	LEVAQUIN	03/08/02	7.599	6.332	1.20	8.224	6.579	1.25
119	00045152510	LEVAQUIN	03/08/02	8.929	7.441	1.20	9.664	7.731	1.25
120	00045152550	LEVAQUIN	03/08/02	8.875	7.396	1.20	9.606	7.684	1.25
121	00045153050	LEVAQUIN	03/08/02	10.820	9.017	1.20	11.711	9.368	1.25
122	00052010530	REMERON	11/18/02	2.771	2.310	1.20	3.017	2.414	1.25
123	00052010730	REMERON	11/18/02	2.855	2.379	1.20	3.108	2.486	1.25
124	00052010930	REMERON	11/18/02	2.910	2.425	1.20	3.168	2.534	1.25
125	00053765604	MONOCLATE-P	11/07/02	0.950	0.950	1.00	1.050	0.840	1.25
126	00053766804	MONONINE	11/07/02	1.180	1.180	1.00	1.250	1.000	1.25
127	00056016870	COUMADIN	05/15/02	0.709	0.591	1.20	0.775	0.620	1.25
128	00056016970	COUMADIN	05/15/02	0.654	0.545	1.20	0.715	0.572	1.25
129	00056017070	COUMADIN	05/15/02	0.682	0.569	1.20	0.746	0.597	1.25
130	00056017270	COUMADIN	05/15/02	0.714	0.595	1.20	0.803	0.642	1.25
131	00056017670	COUMADIN	05/15/02	0.704	0.587	1.20	0.770	0.616	1.25
132	00056018870	COUMADIN	05/15/02	0.707	0.589	1.20	0.773	0.619	1.25
133	00056047492	SUSTIVA	05/15/03	4.796	3.997	1.20	5.146	4.117	1.25
134	00062019003	RETIN-A MICRO	03/08/02	1.621	1.350	1.20	1.756	1.404	1.25
135	00062535001	TERAZOL 7	03/08/02	0.751	0.626	1.20	0.821	0.657	1.25
136	00062535601	TERAZOL 3	03/08/02	1.691	1.409	1.20	1.848	1.478	1.25
137	00062546001	SPECTAZOLE	03/08/02	0.957	0.797	1.20	1.071	0.857	1.25
138	00062546003	SPECTAZOLE	03/08/02	0.689	0.574	1.20	0.771	0.617	1.25

EXHIBIT 1

Obs	NDC	Drug	Price Change Date	Previous AWP Unit Price	Previous WAC Unit Price	Previous AWP/WAC Ratio	New AWP Unit Price	New WAC Unit Price	New AWP/WAC Ratio
139	00068051046	BENZAMYCIN	11/01/01	2.112	1.760	1.20	2.200	1.760	1.25
140	00068027761	HIPREX	01/08/03	1.390	1.158	1.20	1.491	1.193	1.25
141	00071000724	DILANTIN	01/02/02	0.249	0.208	1.20	0.267	0.214	1.25
142	00071015523	LIPITOR	01/02/02	2.034	1.695	1.20	2.309	1.847	1.25
143	00071015534	LIPITOR	01/02/02	2.034	1.695	1.20	2.309	1.847	1.25
144	00071015540	LIPITOR	01/02/02	2.136	1.780	1.20	2.425	1.940	1.25
145	00071015623	LIPITOR	01/02/02	3.144	2.620	1.20	3.373	2.699	1.25
146	00071015640	LIPITOR	01/02/02	3.302	2.751	1.20	3.542	2.834	1.25
147	00071015723	LIPITOR	01/02/02	3.498	2.915	1.20	3.644	2.915	1.25
148	00071015823	LIPITOR	01/02/02	3.498	2.915	1.20	3.644	2.915	1.25
149	00071036224	DILANTIN	01/02/02	0.278	0.232	1.20	0.299	0.239	1.25
150	00071036232	DILANTIN	01/02/02	0.278	0.232	1.20	0.299	0.239	1.25
151	00071036524	DILANTIN	01/02/02	0.240	0.200	1.20	0.258	0.206	1.25
152	00071041624	NEURONTIN	01/02/02	2.036	1.697	1.20	2.185	1.748	1.25
153	00071041813	NITROSTAT	01/02/02	0.195	0.162	1.20	0.209	0.167	1.25
154	00071042624	NEURONTIN	01/02/02	2.444	2.036	1.20	2.622	2.097	1.25
155	00071052524	GELONTIN	01/02/02	0.927	0.773	1.20	0.995	0.796	1.25
156	00071052723	ACCUPRIL	01/02/02	1.049	0.874	1.20	1.126	0.900	1.25
157	00071053023	ACCUPRIL	01/02/02	1.049	0.874	1.20	1.126	0.900	1.25
158	00071053223	ACCUPRIL	01/02/02	1.049	0.874	1.20	1.126	0.900	1.25
159	00071053523	ACCUPRIL	01/02/02	1.049	0.874	1.20	1.126	0.900	1.25
160	00071080324	NEURONTIN	01/02/02	0.479	0.399	1.20	0.514	0.411	1.25
161	00071080340	NEURONTIN	01/02/02	0.557	0.464	1.20	0.598	0.478	1.25
162	00071080524	NEURONTIN	01/02/02	1.198	0.988	1.20	1.285	1.028	1.25
163	00071080540	NEURONTIN	01/02/02	1.310	1.092	1.20	1.406	1.124	1.25
164	00071080624	NEURONTIN	01/02/02	1.437	1.198	1.20	1.542	1.234	1.25
165	00071080640	NEURONTIN	01/02/02	1.621	1.268	1.20	1.632	1.306	1.25
166	00071221420	DILANTIN-125	01/02/02	0.152	0.127	1.20	0.164	0.131	1.25
167	00072026006	DOVONEX	01/01/02	1.783	1.486	1.20	1.988	1.590	1.25
168	00072026012	DOVONEX	01/01/02	1.621	1.351	1.20	1.807	1.446	1.25
169	00072116006	DOVONEX	01/01/02	1.559	1.299	1.20	1.738	1.390	1.25
170	00072140015	ULTRAVATE	01/01/02	1.908	1.590	1.20	2.127	1.701	1.25
171	00072140050	ULTRAVATE	01/01/02	1.377	1.147	1.20	1.535	1.228	1.25
172	00072145050	ULTRAVATE	01/01/02	1.377	1.147	1.20	1.535	1.228	1.25
173	00072254006	DOVONEX	01/01/02	1.783	1.486	1.20	1.988	1.590	1.25
174	00072254012	DOVONEX	01/01/02	1.621	1.351	1.20	1.807	1.446	1.25
175	00074611411	DEPAKOTE SPRINKLE	01/02/02	0.494	0.416	1.19	0.550	0.440	1.25
176	00074621411	DEPAKOTE	01/02/02	0.948	0.798	1.19	1.055	0.844	1.25
177	00074621511	DEPAKOTE	01/02/02	1.733	1.459	1.19	1.931	1.545	1.25
178	00075006037	AZMACORT	01/09/02	3.105	2.588	1.20	3.429	2.743	1.25
179	00075150543	NASACORT	02/06/02	4.848	4.040	1.20	5.303	4.242	1.25
180	00075150616	NASACORT AQ	01/09/02	3.100	2.584	1.20	3.472	2.778	1.25
181	00078014923	MIAACALCIN	06/07/02	19.440	16.200	1.20	21.055	16.845	1.25
182	00078017605	LESCOL	03/08/02	1.477	1.231	1.20	1.685	1.348	1.25
183	00078017615	LESCOL	03/08/02	1.480	1.233	1.20	1.688	1.350	1.25
184	00078017905	LAMISIL	01/18/02	8.348	6.956	1.20	9.043	7.235	1.25
185	00078017915	LAMISIL	01/18/02	8.350	6.958	1.20	9.046	7.237	1.25
186	00078018425	SANDOSTATIN	01/18/02	152.868	127.390	1.20	175.003	140.002	1.25
187	00078023405	LESCOL	03/08/02	1.477	1.231	1.20	1.685	1.348	1.25
188	00078023415	LESCOL	03/08/02	1.480	1.233	1.20	1.688	1.350	1.25
189	00078024305	FIORICET W/CODEINE	05/10/02	1.570	1.309	1.20	1.749	1.399	1.25
190	00078024915	FEMARA	05/24/02	6.928	5.771	1.20	7.467	5.973	1.25
191	00078031190	MIAACALCIN	06/07/02	16.555	13.798	1.20	18.283	14.625	1.25
192	00078032344	EXELON	04/18/02	2.236	1.863	1.20	2.420	1.936	1.25
193	00078032444	EXELON	04/18/02	2.236	1.863	1.20	2.420	1.936	1.25
194	00078032506	EXELON	04/18/02	2.236	1.863	1.20	2.420	1.936	1.25
195	00078032544	EXELON	04/18/02	2.236	1.863	1.20	2.420	1.936	1.25
196	00078032606	EXELON	04/18/02	2.236	1.863	1.20	2.420	1.936	1.25
197	00078032644	EXELON	04/18/02	2.236	1.863	1.20	2.420	1.936	1.25
198	00078032705	COMTAN	04/18/02	1.680	1.400	1.20	1.816	1.455	1.25
199	00078033605	TRILEPTAL	01/18/02	0.926	0.772	1.20	1.002	0.802	1.25
200	00078033705	TRILEPTAL	01/18/02	1.691	1.409	1.20	1.830	1.464	1.25
201	00078033805	TRILEPTAL	01/18/02	3.108	2.590	1.20	3.364	2.691	1.25
202	00078033931	EXELON	04/18/02	2.058	1.715	1.20	2.227	1.782	1.25
203	00078034751	DESFERAL	05/24/02	57.673	48.063	1.20	62.840	50.273	1.25
204	00078035084	ZOMETA	08/22/02	856.380	713.650	1.20	953.610	762.890	1.25
205	00078035105	STARLIX	01/18/02	0.924	0.770	1.20	1.001	0.801	1.25
206	00078035205	STARLIX	01/18/02	0.960	0.800	1.20	1.040	0.832	1.25
207	00078035405	LESCOL XL	05/10/02	1.922	1.601	1.20	2.162	1.729	1.25

EXHIBIT 1

Obs	NDC	Drug	Price Change Date	Previous AWP Unit Price	Previous WAC Unit Price	Previous AWP/WAC Ratio	New AWP Unit Price	New WAC Unit Price	New AWP/WAC Ratio
208	00078035415	LESCOL XL	05/10/02	1.922	1.601	1.20	2.162	1.729	1.25
209	00078035752	TRILEPTAL	01/07/03	0.356	0.296	1.20	0.392	0.314	1.25
210	00078037366	GLEEVEC	12/31/02	19.683	16.400	1.20	21.300	17.040	1.25
211	00078037546	ELIDEL	01/07/03	1.584	1.320	1.20	1.798	1.439	1.25
212	00078037563	ELIDEL	01/07/03	1.500	1.250	1.20	1.703	1.363	1.25
213	00083001976	TEGRETOL	02/08/02	0.073	0.061	1.20	0.081	0.065	1.25
214	00083002730	TEGRETOL	02/08/02	0.512	0.427	1.20	0.565	0.452	1.25
215	00083002740	TEGRETOL	02/08/02	0.506	0.422	1.20	0.559	0.447	1.25
216	00083005230	TEGRETOL	02/08/02	0.269	0.224	1.20	0.297	0.237	1.25
217	00083005930	LOTENSIN	05/10/02	0.935	0.779	1.20	1.022	0.818	1.25
218	00083006030	TEGRETOL XR	02/08/02	1.024	0.853	1.20	1.130	0.904	1.25
219	00083006130	TEGRETOL XR	02/08/02	0.257	0.214	1.20	0.283	0.226	1.25
220	00083006230	TEGRETOL XR	02/08/02	0.512	0.427	1.20	0.565	0.452	1.25
221	00083006330	LOTENSIN	05/10/02	0.935	0.779	1.20	1.022	0.818	1.25
222	00083007930	LOTENSIN	05/10/02	0.935	0.779	1.20	1.022	0.818	1.25
223	00083009430	LOTENSIN	05/10/02	0.935	0.779	1.20	1.022	0.818	1.25
224	00083016774	FORADIL	11/01/02	1.168	0.973	1.20	1.326	1.061	1.25
225	00083225530	LOTREL	05/10/02	1.916	1.597	1.20	2.026	1.621	1.25
226	00083226030	LOTREL	05/10/02	1.898	1.582	1.20	2.066	1.653	1.25
227	00083226530	LOTREL	05/10/02	2.034	1.695	1.20	2.182	1.748	1.25
228	00085045803	CLARITIN	03/01/02	2.667	2.223	1.20	2.917	2.334	1.25
229	00085051704	DIPROLENE AF	12/10/02	1.566	1.305	1.20	1.729	1.383	1.25
230	00085056701	ELOCON	12/10/02	1.495	1.246	1.20	1.651	1.321	1.25
231	00085056702	ELOCON	12/10/02	0.913	0.761	1.20	1.008	0.806	1.25
232	00085073604	VANCERIL	03/01/02	2.769	2.308	1.20	2.971	2.377	1.25
233	00085080901	LOTRISONE	03/01/02	1.504	1.254	1.20	1.614	1.291	1.25
234	00085113201	PROVENTIL HFA	03/01/02	5.056	4.213	1.20	5.425	4.340	1.25
235	00085113301	INTRON A	09/11/02	142.099	118.416	1.20	150.980	120.784	1.25
236	00085119403	REBETOL	03/13/02	9.840	8.200	1.20	10.506	8.405	1.25
237	00085119701	NASONEX	03/01/02	3.820	2.934	1.20	3.776	3.021	1.25
238	00085124201	INTRON A	09/11/02	170.512	142.093	1.20	181.167	144.933	1.25
239	00085124401	TEMODAR	03/01/02	26.758	22.298	1.20	28.708	22.966	1.25
240	00085124402	TEMODAR	03/01/02	26.758	22.298	1.20	28.709	22.967	1.25
241	00085125201	TEMODAR	03/01/02	334.471	278.726	1.20	358.860	287.088	1.25
242	00085125401	INTRON A	09/11/02	568.392	473.660	1.20	603.920	483.133	1.25
243	00085125901	TEMODAR	03/01/02	133.788	111.490	1.20	143.543	114.834	1.25
244	00085125902	TEMODAR	03/01/02	133.789	111.491	1.20	143.544	114.835	1.25
245	00085126401	CLARINEX	10/03/02	2.192	1.826	1.20	2.283	1.826	1.25
246	00085127901	PEG-INTRON	06/26/02	286.932	239.110	1.20	313.840	251.070	1.25
247	00085129101	PEG-INTRON	06/26/02	260.268	216.890	1.20	284.660	227.730	1.25
248	00085130401	PEG-INTRON	06/26/02	273.276	227.730	1.20	298.900	239.120	1.25
249	00085135105	REBETOL	03/13/02	9.840	8.200	1.20	10.506	8.405	1.25
250	00085136801	PEG-INTRON	06/26/02	247.872	206.560	1.20	271.110	216.890	1.25
251	00085138507	REBETOL	03/13/02	9.840	8.200	1.20	10.506	8.405	1.25
252	00085331530	NITRO-DUR	03/01/02	2.108	1.756	1.20	2.261	1.809	1.25
253	00087003147	SERZONE	01/01/02	1.364	1.132	1.20	1.486	1.189	1.25
254	00087003231	SERZONE	01/01/02	1.384	1.149	1.20	1.522	1.218	1.25
255	00087003931	SERZONE	01/01/02	1.410	1.170	1.20	1.580	1.264	1.25
256	00087003931	SERZONE	01/01/02	1.397	1.159	1.20	1.551	1.241	1.25
257	00087015846	MONOPRIL	01/01/02	1.030	0.855	1.20	1.144	0.915	1.25
258	00087015885	MONOPRIL	01/01/02	1.031	0.855	1.20	1.144	0.915	1.25
259	00087060942	MONOPRIL	01/01/02	1.030	0.855	1.20	1.144	0.915	1.25
260	00087060985	MONOPRIL	01/01/02	1.031	0.855	1.20	1.144	0.915	1.25
261	00087120213	MONOPRIL	01/01/02	1.030	0.855	1.20	1.144	0.915	1.25
262	00087277131	AVAPRO	05/15/02	1.368	1.136	1.20	1.505	1.204	1.25
263	00087277132	AVAPRO	05/15/02	1.368	1.136	1.20	1.505	1.204	1.25
264	00087277215	AVAPRO	05/15/02	1.440	1.195	1.20	1.584	1.267	1.25
265	00087277231	AVAPRO	05/15/02	1.440	1.195	1.20	1.584	1.267	1.25
266	00087277232	AVAPRO	05/15/02	1.440	1.195	1.20	1.584	1.267	1.25
267	00087277315	AVAPRO	05/15/02	1.731	1.437	1.20	1.904	1.523	1.25
268	00087277331	AVAPRO	05/15/02	1.731	1.437	1.20	1.904	1.523	1.25
269	00087277332	AVAPRO	05/15/02	1.731	1.437	1.20	1.904	1.523	1.25
270	00087277531	AVALIDE	05/15/02	1.731	1.437	1.20	1.904	1.523	1.25
271	00087277532	AVALIDE	05/15/02	1.731	1.437	1.20	1.904	1.523	1.25
272	00087277631	AVALIDE	05/15/02	1.801	1.494	1.20	2.036	1.629	1.25
273	00087277632	AVALIDE	05/15/02	1.800	1.494	1.20	2.036	1.629	1.25
274	00087606005	GLUCOPHAGE	08/15/01	0.783	0.650	1.20	0.812	0.650	1.25
275	00087606010	GLUCOPHAGE	08/15/01	0.783	0.649	1.20	0.812	0.649	1.25
276	00087607005	GLUCOPHAGE	08/15/01	1.330	1.104	1.20	1.380	1.104	1.25

EXHIBIT 1

Obs	NDC	Drug	Price Change Date	Previous AWP Unit Price	Previous WAC Unit Price	Previous AWP/WAC Ratio	New AWP Unit Price	New WAC Unit Price	New AWP/WAC Ratio
277	00087607111	GLUCOPHAGE	08/15/01	1.612	1.3379	1.20	1.672	1.3379	1.25
278	00087607211	GLUCOVANCE	03/01/02	0.725	0.6018	1.20	0.797	0.6379	1.25
279	00087607311	GLUCOVANCE	03/01/02	0.865	0.7178	1.20	0.951	0.7609	1.25
280	00087607411	GLUCOVANCE	03/01/02	0.865	0.7178	1.20	0.951	0.7609	1.25
281	00087666515	VIDEX	09/27/01	3.963	3.3025	1.20	4.372	3.4973	1.25
282	00087667317	VIDEX EC	04/01/02	5.970	4.9550	1.20	6.522	5.2177	1.25
283	00087667417	VIDEX EC	04/01/02	9.552	7.9280	1.20	10.435	8.3483	1.25
284	00087772060	CEFZIL	04/01/02	3.756	3.1173	1.20	4.208	3.3667	1.25
285	00087772150	CEFZIL	04/01/02	7.757	6.4378	1.20	8.691	6.9528	1.25
286	00087772160	CEFZIL	04/01/02	7.651	6.3498	1.20	8.572	6.8578	1.25
287	00088109047	ALLEGRA-D 12 HOUR	03/13/02	1.924	1.1030	1.20	1.379	1.1030	1.25
288	00088110747	ALLEGRA	03/11/02	1.184	0.9863	1.20	1.233	0.9863	1.25
289	00088110947	ALLEGRA	03/11/02	2.257	1.8812	1.20	2.352	1.8812	1.25
290	00088170015	CARAFATE	01/08/03	0.095	0.0790	1.20	0.102	0.0814	1.25
291	00088179942	CARDIZEM CD	05/12/02	3.213	2.6774	1.20	3.481	2.7646	1.25
292	00088216030	ARAVA	09/18/02	9.082	7.5689	1.20	10.123	8.0980	1.25
293	00088216130	ARAVA	09/18/02	9.082	7.5689	1.20	10.123	8.0980	1.25
294	00089020025	METROGEL-VAGINAL	10/02/02	0.640	0.5336	1.20	0.707	0.5657	1.25
295	00089061012	ALDARA	10/02/02	11.795	9.8292	1.20	12.891	10.3125	1.25
296	00089081521	MAXAIR AUTOHALER	10/02/02	4.556	3.7964	1.20	5.174	4.1393	1.25
297	00149003005	DANTRIUUM	01/03/02	0.949	0.7906	1.20	1.008	0.8064	1.25
298	00149003105	DANTRIUUM	01/03/02	1.421	1.1843	1.20	1.510	1.2080	1.25
299	00149003305	DANTRIUUM	01/03/02	1.768	1.4731	1.20	1.878	1.5025	1.25
300	00149040560	DIDRONEL	01/03/02	2.783	2.3188	1.20	2.956	2.3652	1.25
301	00149040660	DIDRONEL	01/03/02	5.564	4.6370	1.20	6.912	4.7297	1.25
302	00149047001	ACTONEL	01/03/02	14.746	12.2887	1.20	15.822	12.6573	1.25
303	00149047101	ACTONEL	01/03/02	2.092	1.7430	1.20	2.244	1.7953	1.25
304	00149071001	MACROBID	01/03/02	1.773	1.4775	1.20	1.884	1.5071	1.25
305	00149075202	ASACOL	01/03/02	0.852	0.7101	1.20	0.905	0.7243	1.25
306	00169008181	PRANDIN	02/21/03	0.930	0.7728	1.20	1.014	0.8114	1.25
307	00169008281	PRANDIN	02/21/03	0.930	0.7728	1.20	1.014	0.8114	1.25
308	00169008481	PRANDIN	02/21/03	0.930	0.7728	1.20	1.014	0.8114	1.25
309	00169183311	NOVOLIN R	09/04/03	2.789	2.3240	1.20	3.050	2.4400	1.25
310	00169183411	NOVOLIN N	09/04/03	2.789	2.3240	1.20	3.050	2.4400	1.25
311	00169183711	NOVOLIN 70/30	09/04/03	2.789	2.3240	1.20	3.050	2.4400	1.25
312	00169231321	NOVOLIN R	01/31/03	3.540	2.9500	1.20	3.827	3.0613	1.25
313	00169231421	NOVOLIN N	01/31/03	3.540	2.9500	1.20	3.827	3.0613	1.25
314	00169231721	NOVOLIN 70/30	01/31/03	3.540	2.9500	1.20	3.827	3.0613	1.25
315	00169750111	NOVOLOG	12/19/02	5.410	4.5080	1.20	6.143	4.9140	1.25
316	00173010855	RETROVIR	01/09/02	1.858	1.5483	1.20	2.052	1.6412	1.25
317	00173013555	WELLBUTRIN SR	01/09/02	1.684	1.4033	1.20	1.833	1.4665	1.25
318	00173024275	LANOXIN	07/31/02	0.170	0.1421	1.20	0.185	0.1478	1.25
319	00173026427	LANOXIN	07/31/02	0.561	0.4672	1.20	0.607	0.4858	1.25
320	00173033602	BECONASE	01/09/02	2.994	2.4946	1.20	3.399	2.7190	1.25
321	00173034442	ZANTAC	09/18/02	1.898	1.5820	1.20	2.057	1.6453	1.25
322	00173038354	ZANTAC	01/31/03	0.451	0.3758	1.20	0.493	0.3946	1.25
323	00173038879	BECONASE AQ	01/09/02	2.063	1.7192	1.20	2.343	1.8740	1.25
324	00173039340	ZANTAC	09/18/02	3.446	2.8720	1.20	3.734	2.9870	1.25
325	00173044200	ZOFTRAN	01/31/03	12.820	10.6835	1.20	13.355	10.6835	1.25
326	00173044600	ZOFTRAN	07/31/02	17.358	14.4647	1.20	18.985	15.1880	1.25
327	00173044700	ZOFTRAN	07/31/02	28.912	24.0933	1.20	31.623	25.2980	1.25
328	00173044704	ZOFTRAN	07/31/02	28.908	24.0900	1.20	31.617	25.2933	1.25
329	00173044902	IMITREX	07/31/02	107.179	89.3160	1.20	116.100	92.8880	1.25
330	00173045003	IMITREX	01/09/02	16.007	13.3389	1.20	17.174	13.7389	1.25
331	00173045301	FLONASE	01/09/02	3.607	3.0056	1.20	3.870	3.0956	1.25
332	00173045900	IMITREX	01/09/02	16.007	13.3389	1.20	17.174	13.7389	1.25
333	00173046002	IMITREX	07/31/02	17.647	14.7056	1.20	19.117	15.2933	1.25
334	00173046400	SEREVENT	06/06/02	5.896	4.9131	1.20	6.448	5.1585	1.25
335	00173047001	EPIVIR	01/09/02	4.770	3.9753	1.20	5.267	4.2138	1.25
336	00173047100	EPIVIR	01/09/02	0.318	0.2650	1.20	0.351	0.2810	1.25
337	00173047800	IMITREX	07/31/02	108.804	90.6700	1.20	117.880	94.3000	1.25
338	00173047900	IMITREX	07/31/02	114.876	95.7300	1.20	124.450	99.5600	1.25
339	00173048900	ZOFTRAN	07/31/02	3.538	2.9482	1.20	3.870	3.0956	1.25
340	00173049100	FLOVENT	06/06/02	3.906	3.2546	1.20	4.272	3.4177	1.25
341	00173049400	FLOVENT	06/06/02	5.430	4.5246	1.20	5.938	4.7508	1.25
342	00173049500	FLOVENT	06/06/02	8.433	7.0277	1.20	9.224	7.3792	1.25
343	00173050100	RETROVIR	01/09/02	5.574	4.6450	1.20	6.155	4.9237	1.25
344	00173052100	SEREVENT DISKUS	06/06/02	1.334	1.1113	1.20	1.459	1.1668	1.25
345	00173052300	IMITREX	07/31/02	22.940	19.1167	1.20	24.852	19.8817	1.25

EXHIBIT 1

Obs	NDC	Drug	Price Change Date	Previous AWP Unit Price	Previous WAC Unit Price	Previous AWP/WAC Ratio	New AWP Unit Price	New WAC Unit Price	New AWP/WAC Ratio
345	00173052600	LAMICTAL	01/09/02	2.184	1.820	1.20	2.479	1.984	1.25
347	00173052700	LAMICTAL	01/09/02	2.287	1.906	1.20	2.597	2.077	1.25
348	00173055601	ZYBAN	01/09/02	1.684	1.403	1.20	1.833	1.467	1.25
349	00173055602	ZYBAN	01/09/02	1.684	1.403	1.20	1.833	1.467	1.25
350	00173056502	VALTREX	01/09/02	5.652	4.710	1.20	6.443	5.155	1.25
351	00173056900	ZOFRAN ODT	01/31/03	17.358	14.465	1.20	18.895	15.116	1.25
352	00173057000	ZOFRAN ODT	01/31/03	28.912	24.093	1.20	31.472	25.178	1.25
353	00173057004	ZOFRAN ODT	01/31/03	28.912	24.093	1.20	31.471	25.177	1.25
354	00173059500	COMBIVIR	01/09/02	10.344	8.620	1.20	11.421	9.137	1.25
355	00173063302	LAMICTAL	01/09/02	2.311	1.926	1.20	2.624	2.099	1.25
356	00173064255	LAMICTAL	01/09/02	2.453	2.044	1.20	2.785	2.228	1.25
357	00173064360	LAMICTAL	01/09/02	2.578	2.148	1.20	2.927	2.342	1.25
358	00173064460	LAMICTAL	01/09/02	2.702	2.252	1.20	3.068	2.454	1.25
359	00173065601	NAVELBINE	01/09/02	91.680	76.400	1.20	104.513	83.610	1.25
360	00173065644	NAVELBINE	01/09/02	91.680	76.400	1.20	104.515	83.612	1.25
361	00173066101	ZIAGEN	01/09/02	6.410	5.342	1.20	7.078	5.663	1.25
362	00173066200	EPIVIR HBV	01/09/02	4.770	3.975	1.20	5.267	4.214	1.25
363	00173066518	MEPRON	01/09/02	3.185	2.655	1.20	3.517	2.814	1.25
364	00173067200	AGENERASE	01/09/02	1.388	1.157	1.20	1.532	1.226	1.25
365	00173069100	TRIZIVIR	01/09/02	16.754	13.962	1.20	18.499	14.800	1.25
366	00173069500	ADVAIR DISKUS	01/14/02	1.784	1.487	1.20	1.859	1.487	1.25
367	00173069600	ADVAIR DISKUS	01/14/02	2.259	1.882	1.20	2.353	1.882	1.25
368	00173069602	ADVAIR DISKUS	01/14/02	3.185	2.654	1.20	3.317	2.654	1.25
369	00173069700	ADVAIR DISKUS	01/14/02	3.105	2.587	1.20	3.234	2.587	1.25
370	00173080725	PURINETHOL	06/18/02	3.646	3.038	1.20	3.988	3.190	1.25
371	00173080765	PURINETHOL	06/18/02	3.473	2.894	1.20	3.798	3.039	1.25
372	00173093803	VALTREX	01/09/02	3.616	3.013	1.20	4.030	3.224	1.25
373	00173094755	WELLBUTRIN SR	01/09/02	1.571	1.309	1.20	1.710	1.368	1.25
374	00186000168	LEXXEL	01/04/02	1.371	1.142	1.20	1.498	1.198	1.25
375	00186000431	ATACAND	05/16/02	1.342	1.118	1.20	1.447	1.157	1.25
376	00186000831	ATACAND	05/16/02	1.342	1.118	1.20	1.447	1.157	1.25
377	00186001631	ATACAND	05/16/02	1.342	1.118	1.20	1.447	1.157	1.25
378	00186001654	ATACAND	05/16/02	1.342	1.118	1.20	1.447	1.158	1.25
379	00186003231	ATACAND	05/16/02	1.815	1.513	1.20	1.957	1.566	1.25
380	00186003254	ATACAND	05/16/02	1.815	1.513	1.20	1.957	1.566	1.25
381	00186016254	ATACAND HCT	05/16/02	1.815	1.513	1.20	1.957	1.566	1.25
382	00186032254	ATACAND HCT	05/16/02	1.852	1.543	1.20	1.996	1.597	1.25
383	00186046031	PLENDIL	01/04/02	1.073	0.894	1.20	1.173	0.938	1.25
384	00186045058	PLENDIL	01/04/02	1.073	0.894	1.20	1.173	0.938	1.25
385	00186045128	PLENDIL	01/04/02	1.127	0.939	1.20	1.231	0.985	1.25
386	00186045131	PLENDIL	01/04/02	1.073	0.894	1.20	1.173	0.938	1.25
387	00186045158	PLENDIL	01/04/02	1.073	0.894	1.20	1.173	0.938	1.25
388	00186045231	PLENDIL	01/04/02	1.928	1.606	1.20	2.106	1.685	1.25
389	00186045258	PLENDIL	01/04/02	1.929	1.607	1.20	2.107	1.686	1.25
390	00186070210	ENTOCORT EC	07/11/02	2.167	1.806	1.20	2.334	1.867	1.25
391	00186074231	FRILOSEC	01/04/02	4.301	3.584	1.20	4.615	3.692	1.25
392	00186074282	FRILOSEC	01/04/02	4.301	3.584	1.20	4.614	3.692	1.25
393	00186074331	FRILOSEC	01/04/02	6.172	5.143	1.20	6.622	5.297	1.25
394	00186091542	PULMICORT	05/16/02	129.430	107.860	1.20	140.690	112.710	1.25
395	00186107008	RHINOCORT AQUA	01/04/02	6.977	5.714	1.22	7.493	5.994	1.25
396	00186107509	RHINOCORT	01/04/02	5.897	4.914	1.20	6.445	5.156	1.25
397	00186108805	TOPROL XL	05/16/02	0.652	0.543	1.20	0.726	0.581	1.25
398	00186109005	TOPROL XL	05/16/02	0.652	0.543	1.20	0.726	0.581	1.25
399	00186109205	TOPROL XL	05/16/02	0.980	0.816	1.20	1.091	0.873	1.25
400	00186109405	TOPROL XL	11/18/04	1.959	1.632	1.20	2.120	1.696	1.25
401	00186151503	EMLA	01/04/02	8.184	6.820	1.20	8.938	7.150	1.25
402	00186151601	EMLA	01/04/02	1.582	1.301	1.20	1.706	1.365	1.25
403	00186198804	PULMICORT	05/16/02	2.100	1.750	1.20	2.290	1.829	1.25
404	00186198904	PULMICORT	05/16/02	2.100	1.750	1.20	2.290	1.829	1.25
405	00186502031	NEXIUM	01/04/02	3.997	3.331	1.20	4.317	3.454	1.25
406	00186504031	NEXIUM	01/04/02	3.997	3.331	1.20	4.317	3.454	1.25
407	00186504054	NEXIUM	01/04/02	3.997	3.331	1.20	4.317	3.454	1.25
408	00186504082	NEXIUM	01/04/02	3.997	3.331	1.20	4.317	3.454	1.25
409	00300154119	PREVACID	01/03/02	4.067	3.389	1.20	4.372	3.498	1.25
410	00300154130	PREVACID	01/03/02	4.067	3.389	1.20	4.372	3.498	1.25
411	00300304611	PREVACID	01/03/02	4.144	3.454	1.20	4.455	3.564	1.25
412	00300304613	PREVACID	01/03/02	4.144	3.454	1.20	4.455	3.564	1.25
413	00300304619	PREVACID	01/03/02	4.144	3.454	1.20	4.455	3.564	1.25
414	00300370201	PREVPAC	01/03/02	19.254	15.717	1.23	20.275	16.220	1.25

EXHIBIT 1

Obs	NDC	Drug	Price Change Date	Previous AWP Unit Price	Previous WAC Unit Price	Previous AWP/WAC Ratio	New AWP Unit Price	New WAC Unit Price	New AWP/WAC Ratio
415	00300730930	PREVACID	01/03/02	4.067	3.389	1.20	4.372	3.498	1.25
416	00300731130	PREVACID	01/03/02	4.144	3.454	1.20	4.455	3.564	1.25
417	00310013010	ZESTRIL	01/04/02	0.980	0.816	1.20	1.070	0.856	1.25
418	00310013034	ZESTRIL	01/04/02	0.969	0.808	1.20	1.059	0.847	1.25
419	00310013110	ZESTRIL	01/04/02	1.011	0.843	1.20	1.105	0.884	1.25
420	00310013134	ZESTRIL	01/04/02	1.002	0.835	1.20	1.095	0.876	1.25
421	00310013210	ZESTRIL	01/04/02	1.083	0.902	1.20	1.183	0.947	1.25
422	00310013234	ZESTRIL	01/04/02	1.072	0.894	1.20	1.172	0.937	1.25
423	00310013310	ZESTRIL	01/04/02	1.533	1.278	1.20	1.675	1.340	1.25
424	00310013410	ZESTRIL	01/04/02	1.584	1.320	1.20	1.730	1.384	1.25
425	00310014210	ZESTORETIC	01/04/02	1.222	1.018	1.20	1.335	1.068	1.25
426	00310020130	ARIMIDEX	01/04/02	6.794	5.662	1.20	7.290	5.832	1.25
427	00310021020	ZOMIG	05/16/02	14.698	12.248	1.20	15.938	12.750	1.25
428	00310021125	ZOMIG	05/16/02	16.716	13.930	1.20	18.127	14.500	1.25
429	00310021321	ZOMIG ZMT	05/16/02	16.716	13.930	1.20	18.127	14.500	1.25
430	00310027110	SEROQUEL	05/16/02	2.680	2.233	1.20	2.906	2.325	1.25
431	00310027139	SEROQUEL	05/16/02	2.680	2.233	1.20	2.906	2.325	1.25
432	00310027210	SEROQUEL	05/16/02	5.056	4.213	1.20	5.483	4.386	1.25
433	00310027239	SEROQUEL	05/16/02	5.056	4.213	1.20	5.483	4.386	1.25
434	00310027439	SEROQUEL	07/29/04	7.219	6.016	1.20	8.046	6.437	1.25
435	00310027460	SEROQUEL	07/29/04	7.219	6.016	1.20	8.046	6.437	1.25
436	00310027510	SEROQUEL	05/16/02	1.473	1.227	1.20	1.597	1.278	1.25
437	00310027539	SEROQUEL	05/16/02	1.473	1.227	1.20	1.597	1.278	1.25
438	00310032130	MERREM	04/01/03	51.840	43.200	1.20	55.840	44.670	1.25
439	00310032520	MERREM	04/01/03	25.920	21.600	1.20	27.910	22.330	1.25
440	00310040260	ACCOLATE	01/04/02	1.126	0.938	1.20	1.230	0.984	1.25
441	00310070510	CASODEX	01/04/02	12.408	10.340	1.20	13.507	10.806	1.25
442	00310070530	CASODEX	01/04/02	12.408	10.340	1.20	13.507	10.806	1.25
443	00310070539	CASODEX	01/04/02	12.408	10.340	1.20	13.507	10.806	1.25
444	00310089110	SULAR	07/01/03	1.203	1.003	1.20	1.328	1.063	1.25
445	00310089210	SULAR	07/01/03	1.203	1.003	1.20	1.328	1.063	1.25
446	00430375414	ESTRAGE	09/30/03	1.464	1.220	1.20	1.464	1.171	1.25
447	00456067099	AEROBID-M	03/05/03	10.147	8.456	1.20	10.993	8.794	1.25
448	00456067299	AEROBID	03/05/03	10.147	8.456	1.20	10.993	8.794	1.25
449	00456401001	CELEXA	09/05/02	2.221	1.850	1.20	2.313	1.850	1.25
450	00456402001	CELEXA	09/05/02	2.314	1.929	1.20	2.411	1.929	1.25
451	00456402063	CELEXA	09/05/02	2.361	1.967	1.20	2.459	1.967	1.25
452	00456404001	CELEXA	09/05/02	2.415	2.013	1.20	2.516	2.013	1.25
453	00456413008	CELEXA	09/05/02	0.442	0.369	1.20	0.461	0.369	1.25
454	00585067501	INTAL	09/18/02	5.764	4.804	1.20	6.004	4.804	1.25
455	00597000160	AGGRENOX	06/04/02	1.691	1.409	1.20	1.823	1.459	1.25
456	00597001314	COMBIVENT	06/04/02	3.235	2.696	1.20	3.495	2.796	1.25
457	00597002901	MOBIC	04/01/02	2.183	1.819	1.20	2.274	1.819	1.25
458	00597003001	MOBIC	04/01/02	2.403	2.003	1.20	2.504	2.003	1.25
459	00597003112	CATAPRES-TTS 1	06/04/02	10.944	9.120	1.20	12.163	9.731	1.25
460	00597003212	CATAPRES-TTS 2	06/04/02	18.425	15.354	1.20	20.478	16.383	1.25
461	00597003334	CATAPRES-TTS 3	06/04/02	25.560	21.300	1.20	28.410	22.728	1.25
462	00597004028	MICARDIS	04/01/02	1.405	1.171	1.20	1.463	1.171	1.25
463	00597004128	MICARDIS	04/01/02	1.502	1.252	1.20	1.565	1.252	1.25
464	00597004328	MICARDIS HCT	04/01/02	1.502	1.252	1.20	1.565	1.252	1.25
465	00597004428	MICARDIS HCT	04/01/02	1.590	1.325	1.20	1.656	1.325	1.25
466	00597004601	VIRAMUNE	06/04/02	5.601	4.658	1.20	6.010	4.808	1.25
467	00597004660	VIRAMUNE	06/04/02	5.601	4.658	1.20	6.010	4.808	1.25
468	00597008214	ATROVENT	06/04/02	3.183	2.652	1.20	3.504	2.803	1.25
469	00703702301	HALOPERIDOL DECANOATE	05/01/06	28.800	24.000	1.20	13.750	11.000	1.25
470	00777310502	PROZAC	06/10/03	3.331	2.776	1.20	3.712	2.970	1.25
471	00777310530	PROZAC	06/10/03	3.331	2.776	1.20	3.713	2.970	1.25
472	00777310730	PROZAC	06/10/03	6.662	5.551	1.20	7.425	5.940	1.25
473	00785635001	LORCET 10/650	03/05/03	1.343	1.119	1.20	1.455	1.164	1.25
474	17314585002	CONCERTA	08/22/01	2.220	1.850	1.20	2.313	1.850	1.25
475	17314585102	CONCERTA	08/22/01	2.340	1.950	1.20	2.438	1.950	1.25
476	17314585202	CONCERTA	08/22/01	2.460	2.050	1.20	2.563	2.050	1.25
477	17314922001	URISPAS	03/08/02	1.330	1.108	1.20	1.453	1.162	1.25
478	17314930001	ELMIRON	03/08/02	1.953	1.628	1.20	2.134	1.707	1.25
479	17314931102	NEUTRA-PHOS	03/08/02	0.397	0.331	1.20	0.434	0.347	1.25
480	17314932201	POLYCITRA	03/08/02	0.081	0.051	1.20	0.067	0.053	1.25
481	17314933001	BIGITRA	03/08/02	0.039	0.033	1.20	0.043	0.034	1.25
482	17314940001	MYCELEX	03/08/02	1.377	1.147	1.20	1.504	1.203	1.25
483	17314940003	MYCELEX	03/08/02	1.250	1.042	1.20	1.366	1.093	1.25

EXHIBIT 1

Obs	NDC	Drug	Price Change Date	Previous AWP Unit Price	Previous WAC Unit Price	Previous AWP/WAC Ratio	New AWP Unit Price	New WAC Unit Price	New AWP/WAC Ratio
484	44087000607	SEROSTIM	06/29/06	252.000	210.000	1.20	275.63	220.500	1.25
485	49502050001	EPIPEN	11/01/02	47.880	39.900	1.20	52.38	41.900	1.25
486	49502050002	EPIPEN	11/01/02	47.000	38.950	1.21	50.16	40.125	1.25
487	50242002608	NUTROPIN AQ	01/18/02	220.500	183.750	1.20	239.79	191.835	1.25
488	50242003249	NUTROPIN	01/18/02	220.500	183.750	1.20	239.80	191.840	1.25
489	50242003654	NUTROPIN DEPOT	01/18/02	992.250	826.880	1.20	1079.08	863.260	1.25
490	50242010039	PULMOZYME	12/05/02	17.548	14.623	1.20	19.20	15.354	1.25
491	50242010040	PULMOZYME	12/05/02	17.548	14.623	1.20	19.20	15.354	1.25
492	50458003305	DURAGESIC	03/08/02	12.814	10.678	1.20	14.00	11.202	1.25
493	50458003406	DURAGESIC	03/08/02	21.365	17.804	1.20	23.35	18.676	1.25
494	50458003505	DURAGESIC	03/08/02	33.905	28.254	1.20	37.05	29.538	1.25
495	50458003605	DURAGESIC	03/08/02	42.646	35.538	1.20	46.60	37.280	1.25
496	50458022304	NIZORAL	03/08/02	0.198	0.165	1.20	0.22	0.173	1.25
497	50458029004	SPORANOX	03/08/02	7.778	6.482	1.20	8.50	6.800	1.25
498	50458029515	SPORANOX	12/04/02	0.815	0.679	1.20	0.89	0.713	1.25
499	50458030001	RISPERDAL	03/08/02	2.787	2.323	1.20	3.06	2.448	1.25
500	50458030006	RISPERDAL	03/08/02	2.788	2.323	1.20	3.06	2.449	1.25
501	50458030050	RISPERDAL	03/08/02	2.788	2.323	1.20	3.06	2.448	1.25
502	50458030104	RISPERDAL	03/08/02	2.788	2.323	1.20	2.99	2.393	1.25
503	50458030206	RISPERDAL	03/08/02	2.788	2.323	1.20	3.05	2.437	1.25
504	50458030250	RISPERDAL	03/08/02	2.788	2.323	1.20	3.05	2.437	1.25
505	50458030503	RISPERDAL	03/08/02	3.440	2.867	1.20	3.76	3.007	1.25
506	50458032001	RISPERDAL	03/08/02	4.640	3.867	1.20	5.07	4.056	1.25
507	50458032006	RISPERDAL	03/08/02	4.640	3.867	1.20	5.07	4.056	1.25
508	50458032050	RISPERDAL	03/08/02	4.640	3.867	1.20	5.07	4.056	1.25
509	50458033006	RISPERDAL	03/08/02	5.480	4.565	1.20	6.02	4.813	1.25
510	50458033050	RISPERDAL	03/08/02	5.479	4.565	1.20	6.02	4.813	1.25
511	50458035006	RISPERDAL	03/08/02	7.221	6.017	1.20	7.93	6.342	1.25
512	50458039060	REMINYL	03/08/02	2.160	1.800	1.20	2.36	1.888	1.25
513	50458039160	REMINYL	03/08/02	2.160	1.800	1.20	2.36	1.888	1.25
514	50458039260	REMINYL	03/08/02	2.160	1.800	1.20	2.36	1.888	1.25
515	50474000148	KEPPRA	01/17/05	0.450	0.375	1.20	0.50	0.398	1.25
516	50474059140	KEPPRA	01/17/05	1.910	1.592	1.20	2.11	1.687	1.25
517	50474059240	KEPPRA	01/17/05	2.334	1.945	1.20	2.58	2.062	1.25
518	50474059340	KEPPRA	01/17/05	3.172	2.635	1.20	3.49	2.794	1.25
519	53014054867	TUSSIONEX	10/04/05	0.466	0.386	1.20	0.51	0.407	1.25
520	54092038301	ADDERALL XR	05/28/02	2.340	1.950	1.20	2.61	2.087	1.25
521	54092038701	ADDERALL XR	05/28/02	2.340	1.950	1.20	2.61	2.087	1.25
522	54092039101	ADDERALL XR	05/28/02	2.340	1.950	1.20	2.61	2.087	1.25
523	55513012610	EPOGEN	04/26/02	25.910	21.590	1.20	28.04	22.430	1.25
524	55513014410	EPOGEN	04/26/02	129.540	107.950	1.20	140.20	112.160	1.25
525	55513014810	EPOGEN	04/26/02	51.820	43.180	1.20	56.08	44.860	1.25
526	55513026710	EPOGEN	04/26/02	38.870	32.390	1.20	42.06	33.650	1.25
527	55513028301	EPOGEN	04/26/02	129.540	107.950	1.20	140.20	112.160	1.25
528	55513047810	EPOGEN	04/26/02	273.340	227.780	1.20	301.53	241.220	1.25
529	55513082310	EPOGEN	04/26/02	546.670	455.560	1.20	591.66	473.330	1.25
530	58406042534	ENBREL	09/28/01	142.485	118.738	1.20	155.69	124.555	1.25
531	58406042541	ENBREL	09/28/01	142.488	118.740	1.20	155.70	124.560	1.25
532	59527000103	AVONEX ADMINISTRATION PACK	04/15/02	246.313	205.250	1.20	256.55	205.250	1.25
533	59676030201	PROCRIT	06/09/04	26.712	22.260	1.20	29.38	23.500	1.25
534	59676030302	PROCRIT	06/09/04	40.068	33.390	1.20	44.08	35.250	1.25
535	59676030401	PROCRIT	06/09/04	53.423	44.520	1.20	58.75	47.000	1.25
536	59676030402	PROCRIT	06/09/04	53.424	44.520	1.20	58.75	47.000	1.25
537	59676031001	PROCRIT	06/09/04	133.560	111.300	1.20	146.88	117.500	1.25
538	59676031002	PROCRIT	06/09/04	133.560	111.300	1.20	146.88	117.500	1.25
539	59676031201	PROCRIT	06/09/04	133.560	111.300	1.20	146.88	117.500	1.25
540	59676032001	PROCRIT	06/09/04	267.120	222.600	1.20	293.75	235.000	1.25
541	59676034001	PROCRIT	06/09/04	534.240	445.200	1.20	587.50	470.000	1.25
542	60598000101	NIASPAN	06/03/04	1.299	1.083	1.20	1.44	1.152	1.25
543	60598000201	NIASPAN	06/03/04	1.853	1.544	1.20	2.05	1.643	1.25
544	60598000301	NIASPAN	10/06/04	2.321	1.934	1.20	2.43	1.944	1.25
545	60598000690	ADVICOR	10/06/04	2.172	1.810	1.20	2.48	1.980	1.25
546	60598000890	ADVICOR	10/06/04	2.532	2.110	1.20	2.89	2.308	1.25
547	61958040101	VIREAD	07/01/04	15.200	12.667	1.20	16.58	13.267	1.25
548	61958050101	HEPSERA	11/06/03	17.600	14.667	1.20	18.51	14.806	1.25
549	61958060101	EMTRIVA	01/12/05	10.113	8.428	1.20	11.05	8.841	1.25
550	62856024330	ACIPHEX	03/08/02	3.920	3.267	1.20	4.08	3.267	1.25
551	62856024390	ACIPHEX	03/08/02	3.920	3.267	1.20	4.08	3.267	1.25
552	63010001030	VIRACEPT	01/02/02	2.328	1.940	1.20	2.52	2.018	1.25

EXHIBIT 1

Obs	NDC	Drug	Price Change Date	Previous AWP Unit Price	Previous WAC Unit Price	Previous AWP/WAC Ratio	New AWP Unit Price	New WAC Unit Price	New AWP/WAC Ratio
553	63395010105	FLOXIN	06/20/06	10.8460	9.03800	1.20	13.0000	10.4000	1.25
554	63395010110	FLOXIN	06/20/06	9.7770	8.14700	1.20	11.7500	9.4000	1.25
555	63430006501	TOBI	10/01/01	9.4073	7.83928	1.20	9.8000	7.8400	1.25
556	63459040201	GABITRIL	02/11/05	1.7300	1.39000	1.24	2.0000	1.6000	1.25
557	63459040401	GABITRIL	02/11/05	1.7300	1.39000	1.24	2.0000	1.6000	1.25
558	63653117101	PLAVIX	01/01/02	3.5534	2.94911	1.20	3.9444	3.1558	1.25
559	63653117103	PLAVIX	01/01/02	3.5534	2.94910	1.20	3.9444	3.1555	1.25
560	63653117105	PLAVIX	01/01/02	3.5534	2.94910	1.20	3.9444	3.1555	1.25
561	63653117106	PLAVIX	01/01/02	3.5533	2.94900	1.20	3.9442	3.1553	1.25
562	63857032211	KADIAN	05/25/05	2.4349	2.02910	1.20	2.7393	2.1914	1.25
563	63857032306	KADIAN	05/25/05	4.7278	3.93988	1.20	5.3188	4.2550	1.25
564	63857032311	KADIAN	05/25/05	4.7277	3.93980	1.20	5.3188	4.2550	1.25
565	63857032406	KADIAN	05/25/05	8.4473	7.03950	1.20	9.5033	7.6027	1.25
566	63857032411	KADIAN	05/25/05	8.4473	7.03940	1.20	9.5033	7.6026	1.25
567	63857032506	KADIAN	05/25/05	2.6477	2.20633	1.20	2.9785	2.3828	1.25
568	63857032511	KADIAN	05/25/05	2.6477	2.20640	1.20	2.9786	2.3829	1.25
569	63857032611	KADIAN	05/25/05	5.0429	4.20250	1.20	5.6734	4.6387	1.25
570	64455099394	ZOVIRAX	07/02/06	7.2600	6.05000	1.20	7.7140	6.1713	1.25
571	64764015104	ACTOS	06/03/02	3.0768	2.56400	1.20	3.3300	2.6640	1.25
572	64764015105	ACTOS	06/03/02	3.0765	2.56377	1.20	3.3298	2.6638	1.25
573	64764015106	ACTOS	06/03/02	3.0767	2.56388	1.20	3.3299	2.6639	1.25
574	64764030114	ACTOS	06/03/02	4.9260	4.10500	1.20	5.3313	4.2650	1.25
575	64764030115	ACTOS	06/03/02	4.9261	4.10511	1.20	5.3316	4.2652	1.25
576	64764030116	ACTOS	06/03/02	4.9260	4.10504	1.20	5.3314	4.2651	1.25
577	64764045124	ACTOS	06/03/02	5.3436	4.45300	1.20	5.7833	4.6267	1.25
578	64764045125	ACTOS	06/03/02	5.3436	4.45300	1.20	5.7833	4.6267	1.25
579	64764045126	ACTOS	06/03/02	5.3436	4.45302	1.20	5.7834	4.6267	1.25
580	65473070401	URECHOLINE	01/17/03	1.5848	1.32070	1.20	1.8985	1.5188	1.25
581	65726022625	DYNACIRC	09/20/02	1.2313	1.02610	1.20	1.3211	1.0569	1.25
582	65726022725	DYNACIRC	09/20/02	1.7921	1.49340	1.20	1.9228	1.5382	1.25
583	65726023510	DYNACIRC CR	03/28/03	1.4332	1.19433	1.20	1.7153	1.3723	1.25
584	65726023525	DYNACIRC CR	03/28/03	1.4023	1.16860	1.20	1.6784	1.3427	1.25
585	65726023610	DYNACIRC CR	03/28/03	2.2780	1.89833	1.20	2.7267	2.1813	1.25
586	65726023625	DYNACIRC CR	03/28/03	2.2344	1.86200	1.20	2.6743	2.1394	1.25

EXHIBIT 1

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is made as of ^{12 of} ~~May 12~~, 2009, by and between the Medicaid Fraud Control Units of the several States and/or Commonwealths (hereinafter "MFCUs"), and McKesson Corporation ("the Company").

PREAMBLE

Whereas, the MFCUS are investigating potential civil and/or criminal claims against the Company related to the reporting to First Databank of the Company's drug pricing information, including markups; and

Whereas, the MFCUs are considering the filing of civil and/or criminal proceedings related to the reporting to First Databank of the Company's drug pricing information, including markups; and,

Whereas, the MFCUs and the Company desire to avoid the expense and inconvenience of litigation at this time so that the parties can continue their attempts to amicably discuss their differences; and,

Whereas, the MFCUs and the Company desire to preserve the status quo as to the MFCUs' claims related to the reporting to First Databank of the Company's drug pricing information, including markups, and to establish the tolling arrangement described below;

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. The MFCUs will not hereafter commence civil or criminal proceedings against the Company relating to the reporting to First Databank of the Company's drug pricing

EXHIBIT 2

information, including markups, before the thirtieth (30th) business day following notice of termination of this Agreement by any party pursuant to paragraph 5 of this Agreement.

2. All defenses based on the passage of time including but not limited to statute of limitations defenses or other defenses based upon principles of waiver, estoppel or laches, as well as any evidentiary or procedural presumption or rule invoked by the Company as the result of the passage of time are collectively defined as "time-related defenses."

3. All time-related defenses applicable to the MFCUs' civil or criminal claims relating to the reporting to First Databank of the Company's drug pricing information, including markups, shall be tolled from the period beginning on 5/12/09 (the "Effective Date"), and ending on the thirtieth (30th) business day following notice of termination of this agreement by any party pursuant to paragraph 5 of this Agreement ("Tolling Period").

4. The parties agree that, for any time-related defense(s) asserted by the Company to the MFCUs' civil or criminal claims relating to the reporting to First Databank of the Company's drug pricing information, including markups, in any action commenced after notice of termination is given pursuant to paragraph 5 of this Agreement, the Tolling Period shall be excluded from the computation of time. Nothing in this Agreement affects any time-related defenses available to the Company with respect to the period prior to the Effective Date of this Agreement or any non-time-related defenses. It is understood by the parties to this agreement that nothing in this agreement revives any claims against McKesson, if any, for which any time-related defense ran prior to the Effective Date.

5. Any party to this Agreement may terminate the Agreement at any time by delivering written notice of its intention to do so. Notice shall be delivered by mailing a copy of

the notice, certified mail, return receipt requested, to the individuals at the addresses set forth in paragraph 9 of this Agreement. Notice to the representative of the MFCUs identified in Paragraph 9 shall constitute notice to the individual MFCU. The notice shall be effective and the Agreement terminated immediately upon mailing of the notice to the other party, except that the Tolling Period shall continue for thirty (30) business days as provided in paragraph 3 of this Agreement. Termination by a MFCU or the Company of that particular MFCU's agreement does not affect the operation of any other MFCU's agreement. A termination by the Company as to all MFCUs bars any non-executing MFCU from availing itself of the 90-day period set forth in paragraph 11.

6. This Agreement shall not operate as an admission of liability by any party, or be offered or received into evidence in any action or proceeding as an admission of liability or wrongdoing of any kind on the part of any party.

7. No addition, amendment, or modification to this Agreement shall be effective unless set forth in a writing signed by both parties.

8. The persons signing below have full authority to execute this Agreement on behalf of the parties.

9. Notices shall be given as follows:

- a) To the MFCUS: Daniel R. Miller, Esq.
Delaware Department of Justice
820 N. French Street, 5th floor
Wilmington, DE 19801
- b) To the Company: Lori A. Schechter, Esq.
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105

10. The Execution Date of this Agreement is the date on which it is executed by the first MFCU to execute.

11. Any MFCU wishing to be a party to this Agreement during the 90-day period following the Execution Date must execute the appropriate signature page and forward same to the Company as designated in paragraph 9. After the expiration of the 90-day period, no other MFCUs will be beneficiaries of this Agreement except upon the express written consent of the Company.

12. This Agreement shall be interpreted under the law of the state in which any party seeks to enforce its provisions.

13. This Tolling Agreement may be executed in any number of counterparts with the same effect as if the signatures on each counterpart were upon a single instrument. All counterparts, taken together, shall constitute the Tolling Agreement.

IN WITNESS HEREOF, the parties have by their counsel executed this Agreement.

By: L. A. Juchter 5-12-09
Date

On behalf of the Company

By: [Signature] M Parish 5/19/09
Date

On behalf of State of Hawaii

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII,

Plaintiff,

vs.

McKESSON CORPORATION AND FIRST
DATABANK, INC.

Defendants.

Civil No. _____
(Other Civil Action)

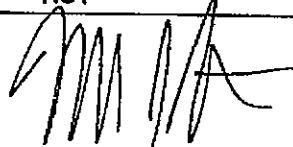
DEMAND FOR JURY TRIAL

DEMAND FOR JURY TRIAL

Plaintiff State of Hawaii, by and through its counsel, Price Okamoto Himeno & Lum, pursuant to Rule 38(b) of the Hawaii Rules of Civil Procedure, hereby demands a jury trial on all claims in this action that are triable of right by a jury.

Dated: Honolulu, Hawaii,

NOV 10 2010



MARK J. BENNETT
Attorney General

CHARLES BARNHILL, JR. (*Pro Hac Vice* pending)

Special Deputy Attorney General

WARREN PRICE, III

KENNETH T. OKAMOTO

RICK J. EICHOR

GEORGE F. GALLAND, JR. (*Pro Hac Vice* pending)

SARAH E. SISKIND (*Pro Hac Vice* pending)

ROBERT S. LIBMAN (*Pro Hac Vice* pending)

BENJAMIN BLUSTEIN (*Pro Hac Vice* pending)

W. DANIEL ("DEE") MILES (*Pro Hac Vice* pending)

ROMAN SHAUL (*Pro Hac Vice* pending)

H. CLAY BARNETT, III (*Pro Hac Vice* pending)

Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII,

Plaintiff,

vs.

McKESSON CORPORATION AND FIRST
DATABANK, INC.

Defendants.

Civil No. _____
(Other Civil Action)

SUMMONS

SUMMONS

STATE OF HAWAII:

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff STATE OF HAWAII, whose attorneys are PRICE OKAMOTO HIMENO AND LUM, whose address is 707 Richards Street, Suite 728, Honolulu, Hawaii 96813, an answer to the Complaint which is attached. This action must be taken within twenty (20) days after service of this Summons upon you, exclusive of the day of service. If you fail to make your answer within the twenty (20) day time limit, judgment by default will be taken against you for the relief demanded in the Complaint.

This Summons shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the general public, unless a judge of the above-entitled Court permits, in writing on this Summons, personal delivery during those hours.



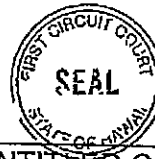
In accordance with the Americans with Disabilities Act, and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the First Circuit Court Administration office at PHONE NO. 539-4333, FAX 539-4322, or TTY 539-4853, at least ten (10) working days prior to your hearing or appointment date.

FAILURE TO OBEY THIS SUMMONS may result in an entry of default and default judgment against the disobeying person or party.

NOV 10 2010

Dated: Honolulu, Hawaii, _____.

3 TERAOKA



CLERK OF THE ABOVE ENTITLED COURT

STATE OF HAWAII v. McKESSON CORPORATION AND FIRST DATABANK, INC.;
Civil No. _____; **Summons**

