

Request for Proposal

Presented to

Actavis

By

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March 18, 2009

CCSF v Purdue Pharma, et al.
3:18-CV-7591

AL-SF-00578

Admitted: 6/15/2022

Actavis Inside Sales, Kadian

CLIENT: Actavis

PROJECT: Actavis Physician Office Inside Sales Force

BACKGROUND:

Actavis has purchase Kadian, a product currently on the market, from another pharmaceutical company. While Actavis hires a limited sales force, they are and is looking for an alternative sales vehicle for Kadian. Kadian is an extended release morphine product that is a Schedule II drug. Actavis sees a phased approach to this program. Phase I will include TMS Health covering all physicians that currently prescribe Kadian. The intent of this phase is to stop the decrease in sales. Phase II will allow Outside Sales to cover the highest decile physician offices in the most geographically relevant areas. TMS Health will cover the remainder of the offices. Phase III will allow Actavis to continue to move accounts to the Outside Sales Force while allowing TMS Health to cover the remainder of the offices. TMS Health is providing a semi-personal sales alternative with a dedicated Inside Sales force, direct mail, and fulfillment of clinical information/vouchers.

PROGRAM OUTLINE:

A. Program Scope:

TMS will provide detail calls, mailing, and faxes to prescribers assigned by Actavis on an ongoing basis.

B. Target Market:

Office based Anesthesiology, PCP's, Physical Medicine (PM&R) & small no. Neurologists
Phase I - 1600 targets (assume for 3 call cycles) April, May, June
Phase II - 2,500 targets (assume for 3 call cycles) July, August, September
Phase III - 2,500 targets (assume for 2 calls cycles) October, November,
December (6 week call cycles)

C. Program Duration:

The program will begin in April, 2009 and continue through December, 2009. The program can be stopped with 30 day notice from either party.

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D. Program Components:

Physician Offices:

- Monthly calls.
- Follow up mail with clinical information and voucher as requested.

1. TMS and Actavis will develop a training program geared to the Detailing and Voucher Program to insure the message and delivery is consistent within the marketing plan. The training program will include:
 - a. Program goals and objectives.
 - b. Kadian Product Information.
 - c. Features and benefits of Kadian
 - d. Competitive information.
 - e. Personalized mailing.
 - f. Call guide review.
 - g. Role-Play.
 - h. Representative certification.
2. All Representatives will have prior communications, sales process, industry, and computer training.
3. TMS will provide each completed call fulfillment a mailing.
4. A completed call is defined as a contact that communicates the objectives of the program by education on product information to the targeted office, offer of samples, Each completed call will include:
 - a. Introduction of Actavis to the appropriate contact.
 - b. Features and Benefits of Kadian.
 - c. Fair balance.
 - d. Offer of Kadian Co-Pay Voucher/Card.
 - e. Personalized mailing.
 - f. Where requested clinical information
5. A toll-free number for return calls will be provided. The appropriate greeting will be announced on all incoming return calls.

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6. Database updates will occur during the three call cycles and TMS will provide to the following information:
 - a. Corrected phone numbers.
 - b. Collect fax numbers (if needed).
 - c. Corrected addresses.
 - d. Client response documents.
7. Reporting will be provided to on a weekly, monthly, and call cycle completion basis. Reports will include:
 - a. Summary of Dispositions/Results.

E. Reporting:

TMS will provide reporting both week-to-date and project-to-date on a weekly basis. Reporting will include:

1. Number of completed detail calls.
2. Result of call.
3. Vouchers Requested.
4. Client response documents/special notes.

Reporting will be based on an overall summary and can be hard copy or e-mail.

F. Metrics:

Program success will be evaluated on the number of offices requesting Samples. Other specific key indicators may include:

1. Number of completed detail calls.
2. Feedback from the targeted offices.
3. Increase in sales.

START DATE: April, 2009

PROGRAM DURATION: 9 months (remainder of 2009)

CONFIDENTIALITY:

Each party agrees to keep all lists, transactions, reports, data, fees and other information of a proprietary nature confidential. Supplement to this agreement, each party agrees to sign confidentiality agreements.

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DEDICATED FEES FOR PHYSICIAN INSIDE SALES PROGRAM

SET-UP FEE **\$7,500**

Staff time for project set-up and client coordination, Computer programming, import and database set-up, fax function set-up, inbound toll free number set-up, report set-up, phone system set-up, script development.

TELE-DETAILING **\$ 252,000**

4 agents x \$7000 per month x 9 months = \$252,000

PERSONALIZED MAILING **\$23,187**
(LETTER, KADIAN SAMPLES, DETAIL AID)

18,550 Mailings x \$1.25 each = \$23,187 per month
 Postage not included and will be billed as a pass through

PROJECT MANAGEMENT **\$18,000**

\$2,000 per month x 9 months
Includes daily review of results and sample call productivity, remote monitoring with Actavis, daily reports, and Quality Assurance/Goal Achievement

ESTIMATED TOTAL	\$300,687
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**PROJECT
NOTICE TO PROCEED**

PAYMENT SCHEDULE:

All start-up costs and training fees, along with the projected costs of the first call cycle, will be invoiced at project inception. Additional call cycles will be invoiced prior to the inception of such call cycle. Program reconciliation will be included in the final program invoice following the final call cycle. Invoices are due and payable promptly upon receipt. Project costs will be billed as incurred as set forth in the Fee Schedule.

TERMINATION:

Should Actavis terminate this Project Notice to Proceed subsequent to its effective date, a reconciliation and final invoice will be submitted to Actavis for all fees incurred up to and including the termination date.

CONFIDENTIALITY:

The parties acknowledge that during the course of the project, non-public information about the disclosing party (the "Discloser") may be disclosed to the other party (the "Recipient"). The non-public information about Discloser, its products and its services shall be considered confidential information (the "Confidential Information"). Such Confidential Information shall include, but not be limited to, trade secrets, pricing and discount schedules, customer lists, financial information, sales and marketing plans and all information pertaining to the Disclosing Party, and Disclosing Party's clients and customers. Except as expressly allowed in writing by Discloser, or except pursuant to a valid court order or as otherwise required by law, Recipient shall at all times keep and hold the Confidential Information in the strictest confidences, and shall not use such information for any purpose other than as may be reasonably necessary in connection with this project. All Confidential Information shall remain the legal property of Discloser. Except as set forth herein, the parties shall not disclose any Confidential Information to any person or entity, other than such Recipients employees or consultants as may be reasonably necessary for purpose of performing its duties hereunder and who have agreed in writing to be bound by the terms of this project.

INDEMNIFICATION:

Either party shall indemnify, defend and hold harmless the other party, its officers, directors, employees, members and agents (the "Indemnified Parties") from and against any and all third party claims (including, without limitation, reasonable attorneys' fees)

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which result from any negligence, misrepresentation, or error or omission of the indemnifying party with respect to the Project. The obligations of this paragraph are contingent on (i) giving prompt written notice of any such claim; and (ii) providing full cooperation in the defense and all related settlement negotiations. Neither party shall settle any matter for which the other party is providing defense and/or indemnity without the other party's prior written authorization. The obligations of this provision shall survive the termination of the Project. Notwithstanding the foregoing, neither party will be liable to the other party for any incidental, special, consequential or punitive damages.

DOCUMENT RETENTION:

TMS agrees that it will abide by all retention schedules provided by Actavis. A description of all documents that must be retained is set forth in the Document Retention Schedule attached hereto and incorporated herein by this reference.

NOTICE TO PROCEED:

On behalf of TMS Health, I am pleased to extend this Project Notice to Proceed for your consideration. We look forward to partnering with Actavis to drive awareness and sales of Kadian. Upon approving of this Project Notice to Proceed, TMS will allocate resources to optimally support the success of this Project.

Billing Information:

All remittances go to our lockbox:
 TMS Health, LLC
 5188 Paysphere Circle
 Chicago, IL 60674
 Tax ID# 20-507-0669

Actavis

TMS Health, LLC

(Signature)

(Name)

(Title)

(Date)

(Signature)

 Guy Amato
(Name)

 President
(Title)

(Date)