

**San Mateo County  
and Eli Lilly and Company  
Business Agreement  
Lilly Reference #**

**I. Preamble**

This agreement is entered into by and between San Mateo County ("Institution") having its principal place of business at 225 West 37<sup>th</sup> Avenue, 3<sup>rd</sup> Floor, San Mateo, California 94403, and Eli Lilly and Company ("Lilly"), an Indiana corporation, having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285 (the "Agreement").

The effective dates of this Agreement are July 1, 2009 through June 30, 2010. To be valid, this Agreement must be executed by Institution and returned to Lilly postmarked not later than June 30, 2009 (if this Agreement is received by Lilly after such date, Lilly has the sole option to enter into this Agreement and make it binding upon the parties).

Institution is a county entity that provides pharmaceuticals to its patients, subject to Institution's pharmaceutical formulary.

Lilly manufactures and sells pharmaceutical products which may be prescribed for and dispensed to patients of Institution.

In consideration of the mutual promises set forth below, Institution and Lilly agree as follows:

**II. Definitions**

- A. Participating Facility shall mean an individual entity/organization listed in Exhibit A, as amended from time to time, which provides pharmacy consulting for and dispenses to its patients or patients of Institution, subject to a formulary administered by Institution.
- B. Product(s) means the pharmaceutical products listed on the attached Exhibit B as defined by separate NDC and, unless otherwise specified, includes all formulations, strengths and package sizes of such Products.
- C. Unrestricted Access means available on Institution's pharmaceutical formulary in a manner such that the Product shall not be restricted in its availability in any manner, including, but not limited to, Prior Authorizations, NDC Locks, atypical waiting lists, or financial incentives or reimbursement(s) to physicians and/or patients.
- D. Equal Status means available on Institution's pharmaceutical formulary in a manner such that for all prescribers (i) the Product is not more restricted in its availability than any competitor's product in the same Therapeutic Class, and (ii) no other product in the same Therapeutic Class is given higher preference in dispensing decisions.
- E. Therapeutic Class means a specified group of products manufactured by Lilly and others. Exhibit C sets forth the Therapeutic Class. Such definitions are not intended to reflect all products which could be used in all situations in which the listed products are used. Any new formulation, strength or package size of a product in a Therapeutic Class introduced during the term of this Agreement shall be automatically added to the Therapeutic Class.





A. Formulary Status

1. Institution agree(s) to place the Products listed on Exhibit B on its formulary. The parties acknowledge that the placing of each separate Lilly Product (including the inclusion of each separate formulation, strength and package size of a Lilly Product) covered by this Agreement on formulary was based on an independent decision by Institution to include such Lilly Product on its formulary and was not in any way contingent upon Institution placing another Lilly Product (or another strength, formulation or package size of a Lilly Product) on Institution's formulary.
2. All Products covered under this Agreement will be listed and granted the status set forth in Exhibit B on any formulary, preferred drug list or similar instrument that Institution uses during the term of this Agreement. If such Products are not given such status at any time during the term of this Agreement, the rebate specified in this Agreement shall cease immediately but only for the specific NDC's of that Lilly Product that is not given such formulary status.
3. If Institution and/or Participating Facility listed in Exhibit A engages in Disadvantaging Activities with respect to any Product, the rebate for the disadvantaged Product will be zero but only for the specific NDC's of that Lilly Product that were subject to such Disadvantaging Activities. If the Product is not given the correct status or a certain Participating Facility engages in Disadvantaging Activities, Lilly has the sole option to continue the rebate for Institution and the other Participating Facilities.

B. Notification

1. Institution agrees to notify, within thirty (30) days of the effective date of this Agreement, all Participating Facilities and all healthcare providers affiliated with Institution, of the formulary status obligations described in Section IV.A. Institution represents that its medical and pharmacy staffs have reviewed the Products and determined that they are appropriate for inclusion on the formulary.
2. Within ninety (90) days of the effective date of this Agreement, Institution agrees to provide documented verification to Lilly of Institution's compliance with its obligations under Section IV.B.1.

C. Access

Commencing no later than the effective date of this Agreement, Lilly representatives shall have access to discuss the Products with all physicians and healthcare providers affiliated with Institution. Such access granted to Lilly shall be no more restricted than the access of other pharmaceutical manufacturers. Lilly's discussions of its Products shall be in compliance with applicable laws and regulations.

D. Compliance

Institution warrants and represents that it has the authority to bind itself and all the Participating Facilities set forth in Exhibit A to all of the terms and conditions of this Agreement.

E. Reporting

1. Institution agrees to provide the following data as the required semi-annual reimbursement data submission:
  - a. Semi-annual utilization at summary level for each Product listed in Exhibit B (including additional products added). This information shall include the following fields:

1. Units Dispensed (smallest unit of measure as defined by 'Data Units' in Exhibit B)
  2. Product Description
  3. 11-Digit NDC
- b. Prescription level utilization by Participating Facility for each Product listed in Exhibit B (including additional products added). This prescription level utilization shall include the following fields:
1. Rebate Start Date
  2. Rebate End Date
  3. 11-Digit Product NDC
  4. Product Description
  5. Units Dispensed (smallest unit of measure as defined by 'Data Units' in Exhibit B)
  6. Days Supply
  7. Prescription Number
  8. Fill Date
  9. Refill Indicator
2. Institution must send data in an electronic medium (diskette, CD, etc.) based upon National Council for Prescription Drug Programs (NCPDP), Manufacturers Rebate Standard 1.01 - Utilization Flat File industry standard. Institution agrees to cooperate with Lilly in the implementation of electronic data interchange (EDI) transmission for the purpose of reimbursement submissions. This includes the submission of Reimbursement Data in an EDI transmission manner consistent with industry standards.
3. All Reimbursement Data should be sent to:
- Contract Management and Analytics  
Department IC255, D.C. 5126  
Eli Lilly and Company  
Lilly Corporate Center  
Indianapolis, IN 46285  
ATTN: Contract Administration
4. All of the utilization data set forth in this Section IV must be provided to Lilly by Institution in order to be eligible for the access rebate program.

V. Participating Facilities' Eligibility

- A. Institution represents and warrants that Exhibit A is a complete and accurate listing of the Participating Facilities for which Institution provides and administers a restrictive pharmaceutical formulary, and that the Participating Facility information provided is accurate as of the effective date of this Agreement.
- B. Lilly reserves the right to delete any Participating Facility that does not perform its obligations under the terms of this Agreement, upon thirty (30) days notice to Institution.

VI. Audits



During the term of this Agreement, and for a period of two (2) years after its completion, Institution shall maintain records in sufficient detail to document the use of or reimbursement for Products covered by this Agreement.

During the term of the Agreement and until the expiration of the two (2)-year period set forth above in this Section VI, Lilly shall have the right to audit those records, either by its own personnel or through outside personnel employed by Lilly, at any time, following reasonable notice to Institution from Lilly, during the normal business hours of Institution.

If Lilly discovers that payments have been made in error, Lilly may, at its option, deduct the payments made from future payments to Institution or invoice Institution to collect the balance. Institution shall pay any such invoices within thirty (30) days of receipt of the invoices.

Lilly agrees to maintain the confidentiality of Confidential Information obtained during an audit. Confidential Information is defined as:

1. Information which is not in the public domain;
2. Pharmacy claim data and related information;
3. Patient identifiable information; and
4. Other information which Institution reasonably identifies as confidential and proprietary and which is not otherwise known or readily obtainable by Lilly.

Such Confidential Information shall not be disclosed by Lilly to any third party except as may be required by law, requested by a government agency, in avoiding duplication of discounts, or with Institution's express written consent.

## VII. General Provisions

- A. Amendment and Waiver. This Agreement may not be amended or modified except by a written instrument signed by both parties. The failure of any party to enforce at any time any provision of this Agreement shall not be a waiver of such provision, or affect the right of such party thereafter to enforce such provision. No waiver shall be effective unless it is in writing and signed by the party against whom the enforcement of such waiver is sought. No such waiver shall be deemed a waiver of any other or subsequent breach, whether of the same or another provision.
- B. Assignment. Neither party shall have the right to assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided however, Lilly (or its permitted assignees) may assign this Agreement (in whole or in part) to any entity that it owns, controls, is controlled by, or is under common control of Lilly. This Agreement shall inure to the benefit of and be binding upon each party, its successors and permitted assigns.
- C. Compliance With Law. The parties shall comply with all applicable state and federal laws and regulations in the performance of their obligations under or connected with this Agreement. Institution agrees that it and each Participating Facility will comply with the applicable provisions of 42 U.S.C. 1320a-7b, regulations promulgated thereunder (including without limitation 42 C.F.R. §1001.952(h)) and comparable state laws or regulations, pertaining to illegal remuneration (including any kickback, bribe, or rebate) by properly disclosing and appropriately reflecting all rebates described in this program in the costs claimed or the charges made under federal health care programs (including the Medicaid and Medicare programs) and applicable state or private programs.
- D. Confidentiality. The parties agree that the existence and content of this Agreement and any communication between the parties relating to this Agreement (including any negotiations relating to the Agreement which occur prior to the execution of the Agreement) shall be maintained in confidence and

not disclosed to any third party except as may be required by law, in avoiding duplication of discounts, or with the other party's express written consent.

- E. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and shall supersede all prior oral or written negotiations, agreements or understandings between the parties with respect to the subject matter of this Agreement. On the date this Agreement comes into force, any Products covered under this Agreement shall automatically be removed from any other agreements between the parties dealing with pricing discounts or rebates.
- F. Final Approval. This Agreement is not valid until it is signed by a member of Lilly's executive management team with the proper level of disbursement authority and Exhibit B is initialed by an authorized agent of Institution and the Lilly account executive.
- G. Force Majeure. Noncompliance with the obligations of this Agreement for reasons of force majeure including, without limitation, acts of God; acts, regulations or laws of any government; war or civil commotion; destruction of production facilities and materials; fire, earthquake or storm; labor disturbances; failure of public utilities or common carrier; or any other causes beyond the reasonable control of the parties, shall not constitute breach of contract.
- H. Governing Law. This section has been removed.
- I. Independent Contractor. Both parties agree to perform under this Agreement solely as independent contractors and are not and shall not hold themselves out as employees or agents of the other.
- J. Modifications. Any handwritten changes or modifications made to this Agreement are not binding on either party and are null and void.
- K. New Products: If Lilly introduces any new products during the term of this Agreement, the parties will discuss adding such product to this Agreement pursuant to mutually acceptable terms agreed upon by Institution and Lilly.
- L. Non-Duplication of Discounts. Lilly will not pay discounts or rebates based on the same unit utilization for a Product to more than one entity. If, during the effective term of this Agreement, it is discovered that Lilly is under contract to pay duplicate discounts or rebates for Products to another organization, including but not limited to a long-term care provider, a pharmacy benefit manager, a health maintenance organization, or any managed care organization, then Lilly will honor the agreement with the party with whom Lilly first had an obligation to pay discounts or rebates with respect to such units.
- M. Notices. All notices hereunder by either party to the other shall be in writing, addressed to the appropriate address set forth above or such other address as may be specified by a party by notice to the other party. All notices, demands, or requests shall be deemed given when mailed, postage prepaid, registered or certified mail, return receipt requested, when hand delivered, when sent by express mail or other reasonable overnight delivery service, or when sent by telecopy, telex, or telegram.
- N. Own Use. Institution certifies it or each Participating Facility, as the case may be, dispenses all Lilly Products purchased under the terms of this Agreement "FOR OWN USE" as set forth in Abbott Laboratories et al. v. Portland Retail Druggists, Assn., Inc. 425 U.S.1(1976).
- O. Product Removal. Lilly may remove any Product from this Agreement effective upon written notice to Institution. If Lilly discontinues sales of a compound or elects to remove a Product from this Agreement, discounts or rebates for that Product prior to discontinuance or removal shall be subject to the terms and conditions of this Agreement.



- P. Product Unavailability. Lilly shall have no obligation to pay Institution or a Participating Facility any amount by reason of an item being unavailable including, but not limited to, extra costs or additional expenses incurred in purchasing from alternate sources.
- Q. Regulated Price Reduction. The special pricing terms of this Agreement shall not obligate Lilly to reduce its prices to others or pay discounts or rebates to others. If Lilly is required by any state or federal law or regulation to reduce its prices to others (or pay discounts or rebates to others) because of the discounts or rebates to Institution, Lilly shall make all necessary adjustments in past or future discounts or rebates to Institution to relieve Lilly of any obligation to pay such other reduced prices, discounts, or rebates.
- R. Right of First Refusal. If Institution receives a pricing offer for a product that competes with a Product covered under this Agreement, it shall first offer Lilly an opportunity to respond to the competitive offer before accepting that competitive offer. Institution must show Lilly that the source of the competing product is able to supply quantities and quality of material sufficient for Institution's needs in order to require a response from Lilly.
- S. Severability. If any provision of this Agreement is found to be illegal or unenforceable, both parties shall be relieved of all obligations arising under such provision, but the remainder of this Agreement shall not be affected by such declaration or finding.
- T. Termination. Either party may terminate this Agreement, in whole or in part, with thirty (30) days prior written notice.
- U. Third Parties. Except as otherwise provided herein, nothing expressed or implied in this Agreement is intended to or shall confer any benefits or rights on any person or entity other than the parties to this Agreement.

SAN MATEO COUNTY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Mark Church  
(Print)  
President,  
Board of Supervisors,  
\_\_\_\_\_  
(Title) San Mateo County

\_\_\_\_\_  
(Date)

ELI LILLY AND COMPANY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Helen P. Liao  
Account Manager  
(Title), Lilly USA, LLC.

\_\_\_\_\_  
(Date)

5-21-09

San Mateo County  
and Eli Lilly and Company  
Business Agreement

Exhibit A – Participating Facilities

NAME/ADDRESS

DEA#

San Mateo County  
225 W. 37<sup>th</sup> Avenue  
3<sup>rd</sup> Floor  
San Mateo, CA 94403



Institution Initials and Date

APL 5-21-09

Lilly Initials and Date

San Mateo County  
and Eli Lilly and Company  
Business Agreement

Exhibit B - Formulary Status

Equal Status and Unrestricted Access

Product or Product Class	Status	Price
ZYPREXA	Equal Status and Unrestricted Access	10% rebate*
CYMBALTA	Equal Status and Unrestricted Access	8% rebate*

The products covered by this Agreement are as follows:

Item Description	NDC #	Unit Size/Strength	Quantity
Zyprexa	0002-4112-30	OLANZAPINE 2.5MG	30
	0002-4112-33	OLANZAPINE 2.5MG	ID100
	0002-4112-04	OLANZAPINE 2.5MG	1000
	0002-4115-30	OLANZAPINE 5MG	30
	0002-4115-33	OLANZAPINE 5MG	ID100
	0002-4115-04	OLANZAPINE 5MG	1000
	0002-4116-30	OLANZAPINE 7.5MG	30
	0002-4116-33	OLANZAPINE 7.5MG	ID100
	0002-4116-04	OLANZAPINE 7.5MG	1000
	0002-4117-30	OLANZAPINE 10MG	30
	0002-4117-33	OLANZAPINE 10MG	ID100
	0002-4117-04	OLANZAPINE 10MG	1000
	0002-4415-30	OLANZAPINE 15MG	30
	0002-4415-33	OLANZAPINE 15MG	ID100
	0002-4415-04	OLANZAPINE 15MG	1000
	0002-4420-30	OLANZAPINE 20MG	30
	0002-4420-33	OLANZAPINE 20MG	ID100
	0002-4420-04	OLANZAPINE 20MG	1000
Zyprexa Zydis	0002-4453-85	OLANZAPINE 5MG	Dose Pack 30
	0002-4454-85	OLANZAPINE 10MG	Dose Pack 30
	0002-4455-85	OLANZAPINE 15MG	Dose Pack 30
	0002-4456-85	OLANZAPINE 20MG	Dose Pack 30
Zyprexa IM	0002-7597-01	OLANZAPINE 10MG	Single Vial Pack

Item Description	NDC #	Unit Size/Strength	Quantity
Cymbalta	0002-3235-60	DULOXETINE 20MG	60
	0002-3240-30	DULOXETINE 30MG	30
	0002-3240-33	DULOXETINE 30MG	ID100
	0002-3237-30	DULOXETINE 60MG	30
	0002-3237-33	DULOXETINE 60MG	ID100
	0002-3237-04	DULOXETINE 60MG	1000

\*NOTE 1: Rebate will be calculated based on Institution's total purchases at Net Wholesale Price. Net Wholesale Price is subject to change solely at Lilly's discretion. The rebate payment due shall be equal to the quarterly total sales calculated at NWP, multiplied by the eligible rebate amount set forth above.



**SAN MATEO COUNTY and  
ELI LILLY AND COMPANY  
BUSINESS AGREEMENT  
EXHIBIT C**

**ANTIPSYCHOTIC THERAPEUTIC GROUP**

Version 1-01-09

<b>Product</b>	<b>Strength</b>	<b>Package Size</b>	<b>Unit (PU, ML)</b>	<b>Dose</b>	<b>DOT/Unit (PU, ML)</b>
Zyprexa Tablets	2.5 mg	All	1 tab	Q.D.	1.000000
	5 mg	All	1 tab	Q.D.	1.000000
	7.5 mg	All	1 tab	Q.D.	1.000000
	10 mg	All	1 tab	Q.D.	1.000000
	15 mg	All	1 tab	Q.D.	1.000000
	20 mg	All	1 tab	Q.D.	1.000000
Zyprexa IM	10 mg	All	1 ml	Q.D.	1.000000
Zyprexa Zydis	5 mg	All	1 tab	Q.D.	1.000000
	10 mg	All	1 tab	Q.D.	1.000000
	15 mg	All	1 tab	Q.D.	1.000000
	20 mg	All	1 tab	Q.D.	1.000000
Symbyax Pulvules	6 mg/25 mg	All	1 pu	Q.D.	1.000000
	6 mg/50 mg	All	1 pu	Q.D.	1.000000
	12 mg/25 mg	All	1 pu	Q.D.	1.000000
	12 mg/50 mg	All	1 pu	Q.D.	1.000000
	3 mg/25mg	All	1 pu	Q.D.	1.000000
Abilify Tablets	2 mg	All	1 tab	Q.D.	1.000000
	5 mg	All	1 tab	Q.D.	1.000000
	10 mg	All	1 tab	Q.D.	1.000000
	15 mg	All	1 tab	Q.D.	1.000000
	20 mg	All	1 tab	Q.D.	1.000000
	30 mg	All	1 tab	Q.D.	1.000000
	40 mg	All	1 tab	B.I.D.	0.500000
	60 mg	All	1 tab	B.I.D.	0.500000
	80 mg	All	1 tab	B.I.D.	0.500000
Abilify Disc Melt	10 mg	All	1 tab	Q.D.	1.000000
	15 mg	All	1 tab	Q.D.	1.000000
Depakote Tablets	125 mg	All	1 tab	T.I.D.	0.333333
	250 mg	All	1 tab	T.I.D.	0.333333
	500 mg	All	1 tab	T.I.D.	0.333333
Depakote ER Tablets	250 mg	All	1 tab	B.I.D.	0.500000
	500 mg	All	1 tab	B.I.D.	0.500000
Depakote Sprinkles	125 mg	All	1 cap	T.I.D.	0.333333
Depakene Capsules	250 mg	All	1 cap	T.I.D.	0.333333
Depakene Liquid	250 mg/5 ml	All	1 ml	T.I.D.	0.066000
Eskalith Capsules	300 mg	All	1 cap	T.I.D.	0.333333
Eskalith CR Tablets	450 mg	All	1 tab	T.I.D.	0.333333
Geodon Tablets	20 mg	All	1 tab	B.I.D.	0.500000
	40 mg	All	1 tab	B.I.D.	0.500000
	60 mg	All	1 tab	B.I.D.	0.500000

<u>Product</u>	<u>Strength</u>	<u>Package Size</u>	<u>Unit (PU, ML)</u>	<u>Dose</u>	<u>DOT/Unit (PU, ML)</u>
Geodon Tablets (cont.)	80 mg	All	1 tab	B.I.D.	0.500000
Geodon IM	20 mg/1 ml	All	1 ml	Q.D.	1.000000
Haldol IM	5 mg/1 ml	All	1 ml	B.I.D.	0.500000
	50 mg/1 ml	All	1 ml	B.I.D.	0.500000
	100 mg/1 ml	All	1 ml	B.I.D.	0.500000
Haloperidol Tablets	.5 mg	All	1 tab	B.I.D.	0.500000
	1 mg	All	1 tab	B.I.D.	0.500000
	2 mg	All	1 tab	B.I.D.	0.500000
	5 mg	All	1 tab	B.I.D.	0.500000
	10 mg	All	1 tab	B.I.D.	0.500000
	20 mg	All	1 tab	B.I.D.	0.500000
Haloperidol Liquid	2 mg/1 ml	All	1 ml	B.I.D.	0.500000
Haloperidol IM	5 mg/1 ml	All	1 ml	B.I.D.	0.500000
Haloperidol Dec IM	50 mg/1 ml	All	1 ml	Q28D	28.000000
	100 mg/1 ml	All	1 ml	Q28D	28.000000
Invega	3 mg	All	1 TA	Q.D.	1.000000
	6 mg	All	1 TA	Q.D.	1.000000
	9 mg	All	1 TA	Q.D.	1.000000
Lamictal Tablets	25 mg	All	1 tab	Q.D.	1.000000
	100 mg	All	1 tab	Q.D.	1.000000
	150 mg	All	1 tab	Q.D.	1.000000
	200 mg	All	1 tab	Q.D.	1.000000
Lithobid Tablets	300 mg	All	1 tab	T.I.D.	0.333333
Lithium Carbonate Capsules	150 mg	All	1 cap	T.I.D.	0.333333
	300 mg	All	1 cap	T.I.D.	0.333333
	600 mg	All	1 cap	T.I.D.	0.333333
	300 mg	All	1 tab	T.I.D.	0.333333
Lithium Carbonate CR Tablets	450 mg	All	1 tab	B.I.D.	0.500000
Lithium Citrate Liquid	300mg/5ml	All	5 ml	T.I.D.	0.333333
Risperdal Tablets	0.25 mg	All	1 tab	B.I.D.	1.000000
	0.5 mg	All	1 tab	B.I.D.	1.000000
	1 mg	All	1 tab	B.I.D.	1.000000
	2 mg	All	1 tab	B.I.D.	1.000000
	3 mg	All	1 tab	B.I.D.	1.000000
	4 mg	All	1 tab	B.I.D.	1.000000
Risperdal Liquid	1 mg/ml	All	1 ml	B.I.D.	0.500000
Risperdal M-Tab	0.5 mg	All	1 tab	B.I.D.	1.000000
	1 mg	All	1 tab	B.I.D.	1.000000
	2 mg	All	1 tab	B.I.D.	1.000000
Risperdal Consta	25 mg/2 ml	All	1 ml	Q14D	7.000000
	37.5 mg/2 ml	All	1 ml	Q14D	7.000000
	50 mg/2 ml	All	1 ml	Q14D	7.000000
	12.5 mg	All	1 ml	Q14D	0.142857
Risperdone	.25 mg	All	1 tab	B.I.D.	1.000000
	.50 mg	All	1 tab	B.I.D.	1.000000
	1.0 mg	All	1 tab	B.I.D.	1.000000



<u>Product</u>	<u>Strength</u>	<u>Package Size</u>	<u>Unit (PU, ML)</u>	<u>Dose</u>	<u>DOT/Unit (PU, ML)</u>
Risperdone (cont.)	2.0 mg	All	1 tab	B.I.D.	1.000000
	3.0 mg	All	1 tab	B.I.D.	1.000000
	4.0 mg	All	1 tab	B.I.D.	1.000000
Seroquel Tablets	25 mg	All	1 tab	B.I.D.	0.500000
	50 mg	All	1 tab	B.I.D.	0.500000
	100 mg	All	1 tab	B.I.D.	0.500000
	200 mg	All	1 tab	B.I.D.	0.500000
	300 mg	All	1 tab	B.I.D.	0.500000
Seroquel XR	200 mg	All	1 tab	B.I.D.	0.500000
	300 mg	All	1 tab	B.I.D.	0.500000
	400 mg	All	1 tab	B.I.D.	0.500000
Valproic Acid Capsules	250 mg	All	1 cap	T.I.D.	0.333333
Valproic Acid Liquid	250mg/5 ml	All	1 ml	T.I.D.	0.066666

Note: The Lilly system used to calculate actual rebate payments rounds DOT conversion factors listed above to the sixth decimal place.

EXHIBIT C WILL BE UPDATED TO INCLUDE ANY NEW FDA APPROVED COMPETITIVE PRODUCT UPON WRITTEN NOTICE TO INSTITUTION EFFECTIVE THE FOLLOWING CALENDAR QUARTER AFTER NOTICE.

Zyprexa should be equal to Abilify, Geodon, Seroquel, Risperdal, Risperdal Consta

Symbyax should be equal to Abilify, Geodon, Seroquel, Risperdal, Risperdal Consta

Zyprexa IM should be equal to Geodon IM, Haldol IM, Haloperidol IM

Zyprexa Zdis should be equal to Risperdal Liquid, Risperdal M-Tab

**SAN MATEO COUNTY and  
ELI LILLY AND COMPANY**  
**BUSINESS AGREEMENT**  
**EXHIBIT C**

**ANTI-DEPRESSANT THERAPEUTIC GROUP**

Version 1-01-09

<u>Product</u>	<u>Strength</u>	<u>Package Size</u>	<u>Unit (PU, ML)</u>	<u>Dose</u>	<u>DOT/Unit (PU, ML)</u>
Bupropion	100mg	All	1.0 tab	T.I.D.	0.333333
	75mg	All	1.0 tab	T.I.D.	0.333333
Bupropion SR	100 mg	All	1.0 tab	B.I.D.	0.500000
	150 mg	All	1.0 tab	B.I.D.	0.500000
	200 mg	All	1.0 tab	B.I.D.	0.500000
Bupropion HCL XL	300 mg	All	1.0 tab	Q.D	1.000000
Celexa	10 mg	All	1.0 tab	Q.D.	1.000000
	20 mg	All	1.0 tab	Q.D.	1.000000
	40 mg	All	1.0 tab	Q.D.	1.000000
	10 mg/5 ml	All	1.0 ml	Q.D.	0.200000
Citalopram	10 mg	All	1.0 tab	Q.D.	1.000000
	20 mg	All	1.0 tab	Q.D.	1.000000
	40 mg	All	1.0 tab	Q.D.	1.000000
	10 mg/5 ml	All	1.0 ml	Q.D.	0.100000
Cymbalta	20 mg	All	1.0 cap	Q.D.	1.000000
	30 mg	All	1.0 cap	Q.D.	1.000000
	60 mg	All	1.0 cap	Q.D.	1.000000
Effexor	25 mg	All	1.0 tab	T.I.D.	0.333333
	37.5 mg	All	1.0 tab	B.I.D.	0.500000
	50 mg	All	1.0 tab	T.I.D.	0.333333
	75 mg	All	1.0 tab	B.I.D.	0.500000
	100 mg	All	1.0 tab	B.I.D.	0.500000
Effexor XR	37.5 mg	All	1.0 cap	Q.D.	1.000000
	75 mg	All	1.0 cap	Q.D.	1.000000
	150 mg	All	1.0 cap	Q.D.	1.000000
Fluoxetine Hydrochloride	10 mg	All	1.0 pu	Q.D.	1.000000
	20 mg	All	1.0 pu	Q.D.	1.000000
	20 mg/5 ml	All	1.0 pu	Q.D.	0.200000
	40 mg	All	1.0 pu	Q.D.	1.000000
Lexapro	5 mg/5ml	All	1.0ml	Q.D.	0.200000
	5 mg	All	1.0 tab	Q.D.	1.000000
	10mg	All	1.0 tab	Q.D.	1.000000
	20mg	All	1.0 tab	Q.D.	1.000000
Mirtazapine	7.5 mg	All	1.0 tab	Q.D.	1.000000
	15 mg	All	1.0 tab	Q.D.	1.000000
	30 mg	All	1.0 tab	Q.D.	1.000000
	45 mg	All	1.0 tab	Q.D.	1.000000



<u>Product</u>	<u>Strength</u>	<u>Package Size</u>	<u>Unit (PU, ML)</u>	<u>Dose</u>	<u>DOT/Unit (PU, ML)</u>
Paxil	10 mg	All	1.0 tab	Q.D.	1.000000
	20 mg	All	1.0 tab	Q.D.	1.000000
	30 mg	All	1.0 tab	Q.D.	1.000000
	40 mg	All	1.0 tab	Q.D.	1.000000
	10 mg/5 ml	All	1.0 ml	Q.D.	0.100000
Paxil CR	12.5 mg	All	1.0 tab	Q.D.	1.000000
	25 mg	All	1.0 tab	Q.D.	1.000000
	37.5 mg	All	1.0 tab	Q.D.	1.000000
Paroxetine	10mg	All	1.0 tab	Q.D.	1.000000
	20mg	All	1.0 tab	Q.D.	1.000000
	30mg	All	1.0 tab	Q.D.	1.000000
	40mg	All	1.0 tab	Q.D.	1.000000
Pristiq	50mg	All	1.0 tab	Q.D.	1.000000
	100mg	All	1.0 tab	Q.D.	1.000000
Prozac	10 mg	All	1.0 pu	Q.D.	1.000000
	20 mg	All	1.0 pu	Q.D.	1.000000
	20 mg/5 ml	All	1.0 ml	Q.D.	0.200000
	40 mg	All	1.0 pu	Q.D.	2.000000
Prozac Weekly	90 mg	All	1.0 pu	Q.W.	7.000000
Remeron	15 mg	All	1.0 tab	Q.D.	1.000000
	30 mg	All	1.0 tab	Q.D.	1.000000
	45 mg	All	1.0 tab	Q.D.	1.000000
Remeron Soltab	15 mg	All	1.0 tab	Q.D.	1.000000
	30 mg	All	1.0 tab	Q.D.	1.000000
	45 mg	All	1.0 tab	Q.D.	1.000000
Sertraline	20 mg/tab	All	1.0 tab	Q.D.	1.000000
	25 mg/tab	All	1.0 tab	Q.D.	1.000000
	50 mg/tab	All	1.0 tab	Q.D.	1.000000
	100 mg/tab	All	1.0 tab	Q.D.	1.000000
	20 mg/ml	All	1.0 ml	Q.D.	1.000000
Venlafaxine	25 mg	All	1.0 tab	TID	0.333333
	37.5 mg	All	1.0 tab	BID	0.500000
	50 mg	All	1.0 tab	TID	0.333333
	75 mg	All	1.0 tab	BID	0.500000
	100 mg	All	1.0 tab	BID	0.500000
Wellbutrin	75mg	All	1.0 tab	T.I.D.	0.333333
	100mg	All	1.0 tab	T.I.D.	0.333333
Wellbutrin SR	100 mg	All	1.0 tab	B.I.D.	0.500000
	150 mg	All	1.0 tab	B.I.D.	0.500000
	200 mg	All	1.0 tab	B.I.D.	0.500000
Wellbutrin XL	150 mg	All	1.0 tab	Q.D.	1.000000
	300 mg	All	1.0 tab	Q.D.	1.000000
Zoloft	25 mg	All	1.0 tab	Q.D.	1.000000
	50 mg	All	1.0 tab	Q.D.	1.000000
	100 mg	All	1.0 tab	Q.D.	1.000000
	20 mg/1 ml	All	1.0 ml	Q.D.	1.000000

Note: The Lilly system used to calculate actual rebate payments rounds DOT conversion factors listed above to the sixth decimal place.

EXHIBIT C WILL BE UPDATED TO INCLUDE ANY NEW FDA APPROVED COMPETITIVE PRODUCT  
UPON WRITTEN NOTICE TO INSTITUTION EFFECTIVE THE FOLLOWING CALENDAR QUARTER AFTER NOTICE.

**SAN MATEO COUNTY and  
ELI LILLY AND COMPANY**  
**BUSINESS AGREEMENT**  
**EXHIBIT C**

**DIABETIC PERIPHERAL NEUROPATHIC PAIN GROUP**

Version 04-01-07

<b><u>Product</u></b>	<b><u>Strength</u></b>	<b><u>Package Size</u></b>	<b><u>Unit (PU, ML)</u></b>	<b><u>Dose</u></b>	<b><u>DOT/Unit (PU, ML)</u></b>
Cymbalta	20 mg	All	1.0 cap	Q.D.	1.000000
	30 mg	All	1.0 cap	Q.D.	1.000000
	60 mg	All	1.0 cap	Q.D.	1.000000

Note: The Lilly system used to calculate actual rebate payments rounds DOT conversion factors listed above to the sixth decimal place.

DIABETIC PERIPHERAL NEUROPATHIC PAIN GROUP WILL BE UPDATED TO INCLUDE ANY NEW FDA APPROVED COMPETITIVE PRODUCT UPON WRITTEN NOTICE TO INSTITUTION EFFECTIVE THE FOLLOWING CALENDAR QUARTER AFTER NOTICE.



**SAN MATEO COUNTY and  
ELI LILLY AND COMPANY  
BUSINESS AGREEMENT  
EXHIBIT C**

**FIBROMYALGIA THERAPEUTIC GROUP**

Version 10-01-08

<b><u>Product</u></b>	<b><u>Strength</u></b>	<b><u>Package Size</u></b>	<b><u>Unit (PU, ML)</u></b>	<b><u>Dose</u></b>	<b><u>DOT/Unit (PU, ML)</u></b>
Cymbalta	20 mg	All	1.0 cap	Q.D.	1.000000
	30 mg	All	1.0 cap	Q.D.	1.000000
	60 mg	All	1.0 cap	Q.D.	1.000000
Lyrica	25 mg	All	1.0 cap	B.I.D.	0.500000
	50 mg	All	1.0 cap	B.I.D.	0.500000
	75 mg	All	1.0 cap	B.I.D.	0.500000
	100 mg	All	1.0 cap	B.I.D.	0.500000
	150 mg	All	1.0 cap	B.I.D.	0.500000
	200 mg	All	1.0 cap	B.I.D.	0.500000
	300 mg	All	1.0 cap	B.I.D.	0.500000

Note: The Lilly system used to calculate actual rebate payments rounds DOT conversion factors listed above to the sixth decimal place.

FIBROMYALGIA THERAPEUTIC GROUP WILL BE UPDATED TO INCLUDE ANY NEW FDA APPROVED COMPETITIVE PRODUCT UPON WRITTEN NOTICE TO INSTITUTION EFFECTIVE THE FOLLOWING CALENDAR QUARTER AFTER NOTICE.

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Eli Lilly & Company	Phone:	1-(925) 577-0511 / 1-(317) 433-4137
Contact Person:	(1) Helen P. Liao / (2) Bela Dubash	Fax:	1-(925) 648-4415 / 1-(317) 655-1888
Address:	(1) 216 Murcia Court Danville, California 94506 (2) Lilly Corporate Center Indianapolis, Indiana 46285	Email:	hpliao@lilly.com

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- ☒ Contractor complies with the County's Equal Benefits Ordinance by: **offering substantially comparable**
- ☐ offering equal benefits to employees with spouses and employees with domestic partners. (not same) benefits.
- ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
- ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- ☒ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☐ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
- ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Bela Dubash  
Signature

5-20-09  
Date

Bela Dubash  
Name

Manager, Reg. Mgd. Markets  
Title