COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
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MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

Reply To: (213) 738-4601
Fax: (213) 386-1297

October 27, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL TO RENEW A BUSINESS AGREEMENT WITH ELI LILLY AND COMPANY FOR FISCAL YEARS 2005-2006, 2006-2007, AND 2007-2008 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute a Business Agreement (substantially similar to Attachment) with Eli Lilly and Company, a pharmaceutical corporation. Under this Agreement, the Department of Mental Health (DMH) will receive a 13 percent access rebate on the total dollar value of Zyprexa products paid for by DMH. The effective date of this Agreement is August 1, 2005 through July 31, 2008.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to the Agreement with Eli Lilly and Company, provided that: 1) any such changes shall be to reflect program and/or policy changes and shall not affect the financial obligations under the Agreement; 2) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; and 3) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 13, 2003, your Board approved an Agreement with Eli Lilly and Company, a pharmaceutical corporation, to enter into an Agreement with DMH to receive a 10 percent access rebate on the total dollar value of Zyprexa products paid for by DMH.

Board approval is requested to allow DMH to enter into an Agreement with Eli Lilly and Company to receive a 13 percent access rebate, which will be calculated based on the total dollar value of Zyprexa products (listed in Exhibit B of the Agreement - Attachment) paid for by DMH, as the payor for County-responsible patients.

Over time, pharmaceutical expenditures for DMH have been rising significantly due to the escalating costs of medications and the increasing numbers of indigent consumers served by DMH. Approval of this Agreement will bring funds to DMH in the form of a rebate, lowering pharmaceutical cost while allowing DMH to continue to provide the same level of psychiatric care.

The August 1, 2005, effective date of the Agreement will enable DMH to receive the maximum amount available through the access rebate program for Zyprexa products. This retroactive action meets the exemption criteria outlined in the Board's policy for timely submission of contracts for Board approval, as noted by the CAO's letter to the Board dated September 7, 2000, under paragraph heading Overall Policies, Circumstance No. 2, "The County is receiving funds." The consequence of not approving the retroactive contract would be the potential loss in a portion of the estimated rebate amount of $1,000,000.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the principles of the Countywide Strategic Plan, Organizational Goal No. 4, "Fiscal Responsibility." Board approval will allow for development of a strategic partnership with Eli Lilly and Company to lower costs while not adversely effecting patients' ability to receive the most appropriate medication for their condition.

FISCAL IMPACT/FINANCING

There is no additional net County cost. This Business Agreement with Eli Lilly and Company will provide funds to DMH in the form of a 13 percent rebate on Zyprexa products. Based on data regarding past usage of Zyprexa products, the savings to DMH is expected to be approximately $1,000,000 for Fiscal Year (FY) 2005-2006. The

rebate shall be in the form of a check from Eli Lilly and Company, who will endeavor to make payments to DMH within 90 days after each six-month period.

The rebate is included in DMH's FY 2005-2006 Adopted Budget and will be requested during DMH's annual budget process for FYs 2006-2007 and 2007-2008.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Eli Lilly and Company is an Indiana corporation that manufactures and sells pharmaceutical products. The Company is a leader in the pharmaceutical industry and employs more than 35,000 people worldwide and markets its medicines in 159 countries.

The attached Agreement has been approved as to form by County Counsel. The CAO has reviewed the proposed action.

CONTRACTING PROCESS

Seeking rebates from pharmaceutical companies is part of DMH's multi-pronged approach to mitigating the escalating cost of medications provided to indigent consumers. DMH is actively seeking similar agreements from additional pharmaceutical companies.

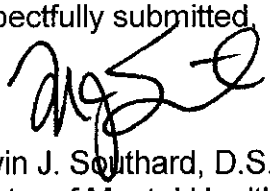
IMPACT ON CURRENT SERVICES

The Agreement will provide for a lower cost of providing the current level of medication services to indigent consumers, and it will assure that Zyprexa products will be available without restriction to DMH's clients.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:MY:RK:ER

Attachment

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

ER:EliLillyCompBrdLtr.
(revised 10/25/05)

Attachment

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH AND ELI LILLY AND COMPANY BUSINESS AGREEMENT

Lilly Reference #163756

I. Preamble

This agreement ("Agreement") is entered into by and between LOS ANGELES COUNTY DEPT. OF MENTAL HEALTH ("INSTITUTION"), having its principal place of business at 550 South Vermont Avenue, Los Angeles, CA 90020 and Eli Lilly and Company ("LILLY"), an Indiana corporation, having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285.

The effective dates of this Agreement are August 1, 2005 through July 31, 2008. To be valid, this Agreement must be executed by INSTITUTION and returned to LILLY not later than November 15, 2005.

INSTITUTION (including Participating Facilities) 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 the patients of INSTITUTION, subject to a restrictive formulary administered by INSTITUTION.

B. Product(s) means the pharmaceutical products covered by this Agreement. See Exhibit B.

C. Equal Status and Unrestricted Access 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.

D. 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.

III. LILLY Obligations

A. Rebate

1. LILLY agrees to pay INSTITUTION and Participating Facilities listed in Exhibit A, an 13% access rebate on Zyprexa products listed in Exhibit B, which is a reduction in the price of Zyprexa. The rebate will be calculated based on the total dollar purchases of Zyprexa by the INSTITUTION. This rebate shall be in the form of a check payable to INSTITUTION following receipt by LILLY of all necessary data that tracks and verifies such purchases prior to July 1, 2008, and that portion which relates to goods purchased after that date.

Form and Timing of Payment

1. The access rebate payment will be in the form of (check one):
   ☒ Check ☐ Lilly/Dista Products ☐ Wholesaler Credit _____(Wholesaler name) _____(City/State)

2. If form of payment is check, LILLY shall make check payable to each individual customer account. In the event the credit owed to an individual customer account is less than $100.00 per quarter, the credit due will be accumulated until the credit amount is equal to or greater than $100.00, and will be paid out in the following quarter. If a credit amount is less than $100.00 throughout the contract period, a single and final payment will be made to the customer account at the expiration of the contract.

3. Tax ID number must be on file prior to payment of performance incentive.

4. LILLY will endeavor to make payment to INSTITUTION and/or Participating Facilities within ninety (90) days after each six-month period.

Disputes

In the case of disputed payments, LILLY shall pay the undisputed amount subject to the terms of this Section III and shall endeavor to resolve the dispute promptly.

IV. INSTITUTION Obligations

A. Formulary Status

1. INSTITUTION and Participating Facilities agree(s) to place the following Products on its formulary in the manner specified below (unless otherwise specified, all formulations, strengths and package sizes of each Product are to be included on the formulary with the indicated status):

PRODUCT	FORMULARY STATUS
Zyprexa	Equal Status and Unrestricted Access

2. All Products listed above will be listed and granted the above status on any formulary, preferred drug list or similar instrument that INSTITUTION uses during the term of this Agreement. The rebates specified in this Agreement shall cease immediately, if such Products are not given such status at any time during the term of this Agreement. If INSTITUTION listed in Exhibit A, disadvantages Zyprexa in any of the defined categories, the corresponding rebates for Zyprexa for that Participating Facility will be zero. Criteria for disadvantaging a Product include, but are not limited to: (i) negative educational counter detailing; (ii) negative D.U.R. correspondence to physicians or consultant pharmacists; (iii) negative on-line adjudication messages; (iv) disadvantaging Product via pharmacy withhold pools or AWP incentives, or other physician or pharmacy incentives; (v) negative pharmaceutical manufacturer aligned promotions; and (vi) printed documentation in formulary book or other communication, including average cost of therapy, which disadvantages and/or limits the use of a Product (i.e., prior authorization or second line usage to any competitive product).

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 the immediately preceding paragraph A listed above.

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 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 and Participating Facilities. Such access granted to Lilly shall be no more restricted than the access of other pharmaceutical manufacturers.

Reporting:

INSTITUTION agrees to provide to LILLY quarterly, an excel formatted disk showing utilization data for Lilly Product listed in Exhibit B. This information shall include the following fields:

11-Digit Product NDC
Rebate Period (Start Date and End Date)
Product Name and Strength
Number of Dosage Units (provided at lowest unit of measure, i.e. 1 TA)

This information must be provided by the INSTITUTION in order to be eligible for the access rebate program.

V. Participating Facilities Eligibility

A. Participating Facilities: 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. INSTITUTION must provide Lilly with written notice prior to any additional Facilities being added to this Agreement. Additional Participating Facilities may not be added without Lilly's prior approval.

VI. Audits:

A. 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 by INSTITUTION.

B. Until the expiration of this two-year period, 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. LILLY shall not be given patient identifiable information except as permitted by state and federal laws.

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 30 days of receipt of the invoices.

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

1. Financial information which is not in the public domain.
2. Internal information relating to drug benefit design.
3. Pharmacy claims data and related information.
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 rebates, or with INSTITUTION's express written consent.

General Provisions

A. Amendment; 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. This Agreement shall inure to the benefit of and be binding upon each party, its successors and permitted assigns.

C. Compliance With Law: INSTITUTION agrees that it and each Participating Facility will comply with applicable provisions of 42 U.S.C. 1320a-7b, regulations promulgated thereunder and comparable state laws or regulations, prohibiting 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 the Medicaid or Medicare programs or applicable state or private programs. LILLY agrees to comply with the requirements for offerors to entities that file cost reports contained in the regulation at 42 C.F.R. sec. 1001.952 (h).

D. Confidentiality: The parties agree that the existence and content of this Agreement shall be maintained in confidence and not disclosed to any third party except as may be required by law, in avoiding duplication of rebates, 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.

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. Modifications: Any handwritten changes or modifications made to this Agreement are not binding on either party and are null and void.

I. New Products: If LILLY introduces any new products during the term of this Agreement, the parties will discuss adding such products to this Agreement pursuant to mutually acceptable terms agreed upon by INSTITUTION and LILLY.

J. Non-Duplication of Discounts: LILLY will not pay 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 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 rebates with respect to such units.

K. 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.

L. 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, rebates for that Product prior to discontinuance or removal shall be subject to the terms and conditions of this Agreement.

M. Product Unavailability: LILLY shall have no obligation to pay INSTITUTION 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.

N. Product Use: INSTITUTION certifies that they will be purchasing under this Agreement "FOR COUNTY-RESPONSIBLE PATIENTS" all Products purchased pursuant to this Agreement. Furthermore, INSTITUTION agrees that all Products purchased pursuant to this Agreement will be used for INSTITUTION'S outpatient services only.

O. Regulated Price Reduction: The special pricing terms of this Agreement shall not obligate LILLY to reduce its prices to others or pay rebates to others. If LILLY is required by any state or federal law or regulation to reduce its prices to others (or pay rebates) because of the rebates to INSTITUTION, LILLY shall make all necessary adjustments in the rebates to INSTITUTION to relieve LILLY of any obligation to pay such other reduced prices or rebates.

P. Right of First Refusal: If INSTITUTION receives an offer to buy product of a competitor of LILLY, it shall first offer LILLY an opportunity to respond to the competitive offer before accepting that competitive offer.

Q. 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.

R. Termination: Either party may terminate this Agreement with thirty (30) days prior written notice.

S. 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.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By_____
Deputy County Counsel

COUNTY OF LOS ANGELES

By_____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

Eli Lilly and Company
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
AND ELI LILLY AND COMPANY
BUSINESS AGREEMENT

_____
Customer Initials and Date

_____
Lilly Initials and Date

EXHIBIT A – PARTICIPATING FACILITIES

Facility Name	Address	DEA #	Wholesale Acct. #
1 LAC – DMH	550 S. VERMONT AVENUE LOS ANGELES, CA 90020	N/A	N/A
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Please list all facilities that will be used to track purchases and include an attachment that has their DEA#.

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
AND ELI LILLY AND COMPANY
BUSINESS AGREEMENT

Customer Initials and Date

Lilly Initials and Date

EXHIBIT B

EQUAL STATUS AND UNRESTRICTED ACCESS

PRODUCT OR PRODUCT CLASS	REBATE%
ZYPREXA	13% *

The products eligible for the 10% access rebate are as follows:

Item Description	NDC #	Unit Size/Strength	Quantity
Zyprexa	00002-4112-60	OLANZAPINE 2.5MG	60
	00002-4112-33	OLANZAPINE 2.5MG	ID100
	00002-4112-04	OLANZAPINE 2.5MG	1000
	00002-4115-60	OLANZAPINE 5MG	60
	00002-4115-33	OLANZAPINE 5MG	ID100
	00002-4115-04	OLANZAPINE 5MG	1000
	0002-4116-60	OLANZAPINE 7.5MG	60
	0002-4116-33	OLANZAPINE 7.5MG	ID100
	00002-4117-60	OLANZAPINE 10MG	60
	00002-4117-33	OLANZAPINE 10MG	ID100
	00002-4117-04	OLANZAPINE 10MG	1000
	00002-4415-60	OLANZAPINE 15MG	60
	00002-4415-33	OLANZAPINE 15MG	ID100
	00002-4415-04	OLANZAPINE 15MG	1000
	00002-4420-60	OLANZAPINE 20MG	60
	00002-4420-33	OLANZAPINE 20MG	ID100
	00002-4420-04	OLANZAPINE 20MG	1000
Zyprexa Zydis	00002-4453-85	OLANZAPINE 5MG	Dose Pack 30
	00002-4454-85	OLANZAPINE 10MG	Dose Pack 30
	00002-4455-85	OLANZAPINE 15MG	Dose Pack 30
	00002-4456-85	OLANZAPINE 20MG	Dose Pack 30

***NOTE 1:** 13% rebate will be calculated based on the county's total purchases at current NWP prices. The rebate payment due shall be equal to the semi-annual total sales purchased, multiplied by the rebate amount of 13% set forth above.

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH AND ELI LILLY AND COMPANY

ZYPREXA® EQUAL ACCESS REBATE PROGRAM

EXHIBIT C – Antipsychotic Therapeutic Group

Product	Strength	Package Size	Unit (PU, ML)	Dose
Zyprexa	2.5 mg	All	1 tab	Q.D.
	5 mg	All	1 tab	Q.D.
	7.5 mg	All	1 tab	Q.D.
	10 mg	All	1 tab	Q.D.
	15 mg	All	1 tab	Q.D.
	20 mg	All	1 tab	Q.D.
Zyprexa Zydis	5 mg	All	1 tab	Q.D.
	10 mg	All	1 tab	Q.D.
	15 mg	All	1 tab	Q.D.
	20 mg	All	1 tab	Q.D.
Clozaril	25 mg	All	1 tab	B.I.D.
	100 mg	All	1 tab	B.I.D.
Seroquel	25 mg	All	1 tab	B.I.D.
	100 mg	All	1 tab	B.I.D.
	200 mg	All	1 tab	B.I.D.
Risperdal	0.25 mg	All	1 tab	B.I.D.
	0.5 mg	All	1 tab	B.I.D.
	1 mg	All	1 tab	B.I.D.
	2 mg	All	1 tab	B.I.D.
	3 mg	All	1 tab	B.I.D.
	4 mg	All	1 tab	B.I.D.
Syrup	1 mg/ml	All	1 ml	B.I.D.
Geodon	20 mg	All	1 tab	B.I.D.
	40 mg	All	1 tab	B.I.D.
	60 mg	All	1 tab	B.I.D.
	80 mg	All	1 tab	B.I.D.
Abilify	10 mg	All	1 tab	Q.D.
	15 mg	All	1 tab	Q.D.
	20 mg	All	1 tab	Q.D.
	30 mg	All	1 tab	Q.D.
Thorazine Tabs	10 mg	All	1 tab	Q.D.
	25 mg	All	1 tab	Q.D.
	50 mg	All	1 tab	Q.D.
	100 mg	All	1 tab	Q.D.
	200 mg	All	1 tab	Q.D.
Spansules	30 mg	All	1 cap	Q.D.
	75 mg	All	1 cap	Q.D.
	150 mg	All	1 cap	Q.D.
Syrup	10 mg/5 ml	All	1 ml	Q.D.
Suppository	25 mg	All	1 supp	Q.D.
	100 mg	All	1 supp	Q.D.
Chlorpromazine	10 mg	All	1 tab	Q.D.

Product	Strength	Package Size	Unit (PU, ML)	Dose
	25 mg	All	1 tab	Q.D.
	50 mg	All	1 tab	Q.D.
	100 mg	All	1 tab	Q.D.
	200 mg	All	1 tab	Q.D.
Prolixin	1 mg	All	1 tab	Q.D.
	2.5 mg	All	1 tab	Q.D.
	5 mg	All	1 tab	Q.D.
	10 mg	All	1 tab	Q.D.
Liquid	2.5 mg/5 ml	All	1 ml	Q.D.
Fluphenazine	1 mg	All	1 tab	Q.D.
	2.5 mg	All	1 tab	Q.D.
	5 mg	All	1 tab	Q.D.
	10 mg	All	1 tab	Q.D.
Liquid	2.5 mg/5 ml	All	1 ml	Q.D.
Mellaril	10 mg	All	1 tab	B.I.D.
	15 mg	All	1 tab	B.I.D.
	25 mg	All	1 tab	B.I.D.
	50 mg	All	1 tab	B.I.D.
	100 mg	All	1 tab	B.I.D.
	150 mg	All	1 tab	B.I.D.
	200 mg	All	1 tab	B.I.D.
Liquid	25 mg/ 5 ml	All	1 ml	B.I.D.
	100 mg/5 ml	All	1 ml	B.I.D.
Thioridazine	10 mg	All	1 tab	B.I.D.
	15 mg	All	1 tab	B.I.D.
	25 mg	All	1tab	B.I.D.
	50 mg	All	1 tab	B.I.D.
	100 mg	All	1 tab	B.I.D.
	150 mg	All	1 tab	B.I.D.
	200 mg	All	1 tab	B.I.D.
Liquid	30 mg/ml	All	1 ml	B.I.D.
Haloperidol	.5 mg	All	1 tab	B.I.D.
	1 mg	All	1 tab	B.I.D.
	2 mg	All	1 tab	B.I.D.
	5 mg	All	1 tab	B.I.D.
	10 mg	All	1 tab	B.I.D.
	20 mg	All	1 tab	B.I.D.
Liquid	2 mg/ml	All	1 ml	B.I.D.
Loxapine Succinate	5 mg	All	1 tab	B.I.D.
	10 mg	All	1 tab	B.I.D.
	25 mg	All	1 tab	B.I.D.
	50 mg	All	1 tab	B.I.D.
Perphenazine	2 mg	All	1 tab	T.I.D.
	4 mg	All	1 tab	T.I.D.
	8 mg	All	1 tab	T.I.D.
	16 mg	All	1 tab	T.I.D.
Thiothixene	1 mg	All	1 tab	T.I.D.
	2 mg	All	1 tab	T.I.D.
	5 mg	All	1 tab	T.I.D.
	10 mg	All	1 tab	T.I.D.
Liquid	5 mg/ml	All	1 ml	T.I.D.

Product	Strength	Package Size	Unit (PU, ML)	Dose
Eskalith	300 mg	All	1 cap	T.I.D.
Eskalith CR	450 mg	All	1 tab	T.I.D.
Lith. Carbonate	150 mg	All	1 cap	T.I.D.
	300 mg	All	1 cap	T.I.D.
Lithium Citrate	8 mg/5 ml	All	1 ml	T.I.D.
Depakote	125 mg	All	1 tab	T.I.D.
	250 mg	All	1 tab	T.I.D.
	500 mg	All	1 tab	T.I.D.
Sprinkles	125 mg	All	1 cap	T.I.D.
Depakene	250 mg	All	1 cap	T.I.D.
	250 mg/5 ml	All	1 ml	T.I.D.
Lithobid	300 mg	All	1 tab	T.I.D.
Valproic Acid	250 mg	All	1 cap	T.I.D.
	250 mg/5 ml	All	1 cap	T.I.D.

EXHIBIT C WILL BE UPDATED TO INCLUDE ANY NEW FDA APPROVED COMPETITIVE PRODUCT.