

Attachment 2 to the Eighth Amendment

**MMCAP Infuse
and Eli Lilly and Company
Business Agreement**

ATTACHMENT B-1 – GPO Declaration Form

Name of Institution (“Institution”): _____

To be valid, form must be completed by an authorized individual employed by the Institution.

Hospital System Affiliation: _____

Address: _____

City, State, Zip Code: _____

Phone #: _____ **Pharmacy HIN:** _____

Pharmacy DEA #: _____

Current Authorized Wholesaler: _____ **City/State:** _____

Class of Trade (“COT”): Please check the box(es) below that best describes your Institution or the Institution you serve. Consult the COT definitions on pg 2 for further detail.

Acute Care:

- Non-Federal Government Acute Care Hospital (Employee Pharmacy
- Non-Federal Government System Affiliated Closed Door Outpatient Clinic
- Non-Federal Government Acute Care Children’s Hospital (Employee Pharmacy
- Non-Federal Government City/County/ State

Alternate Care:

- Non-Federal Government Long Term Care Facility

Group Purchasing Organization (“GPO”) Selection Declaration:

By signing this document, Institution is authorizing Lilly to change its group purchasing affiliation. Institution is selecting or changing its GPO selection for buying Lilly Products through a group purchasing agreement (“GPO Agreement”) between Lilly and GPO. All discount programs available with Current GPO Affiliation will be terminated upon receipt and acceptance by Lilly of this Declaration Form.

Current GPO Affiliation: _____ New GPO Affiliation: _____

GPO Requested Pricing Effective Date: _____

Lilly will use the GPO Affiliation Effective Date to calculate pricing eligibility. Pricing eligibility will begin on the first (1st) or the fifteenth (15th) of a month based on the date that Lilly receives the Dec Form from the GPO. The Declaration Form must be received by Lilly at least fifteen (15) days prior to the proposed GPO Affiliation Effective Date; if not, pricing eligibility will begin the next occurring first (1st) or the fifteenth (15th) of the month that is at least fifteen (15) days prior to the date Lilly receives the completed Declaration Form.

Institution hereby represents and warrants to Lilly that it shall only utilize Lilly Products purchased under the GPO Agreement for its “OWN USE” as that term is used in Abbott Laboratories vs. Portland Retail Druggists Association, Inc., 96 S.Ct. 1305 (1976). Additionally, the above named Institution acknowledges that Lilly will only recognize its affiliation with one GPO in relation to discount and/or rebate pricing of its Products.

Institution acknowledges its obligation to comply with all applicable laws and regulations regarding the purchase of Products under this Agreement. Institution is hereby informed that there may be an obligation to report discounts to the Department of Health and Human Services or applicable state agency. See United States Code of Regulations, Vol. 42, Part 1001 and Sec. 1001.952 (h) (1), (3). Institution agrees to forgo all other discounts for the same Products. Institution hereby recognizes that, should any discount be provided by Lilly to Institution in error, Lilly is hereby authorized to invoice Institution to collect any discount provided in error to Institution. Institution agrees to pay such invoice within thirty (30) days of receipt of an invoice. Institution reserves the right to review all information used by Lilly in determining the amount of discounts provided in error. Institution agrees to allow Lilly and/or its auditor to have access to any information in Institution’s control that relates to Lilly Products necessary to audit GPO within the limits imposed by the GPO Agreement.

Current GPO Affiliation Programs:

For any Letter of Commitment or Letter of Participation (hereinafter referred to collectively as "LOC") executed by Institution for a discount program offered through Institution's Current GPO Affiliation, the discount pricing available under the LOC shall remain effective; provided however, (i) the same discount program for the same Lilly Product must be available through the Institution's New GPO Affiliation for the same Class of Trade, (ii) Institution must be eligible for participation in the same discount program for the same Lilly Product under New GPO Affiliation's GPO Agreement with Lilly; (iii) Institution agrees by signature below to comply with all terms and conditions of the New GPO Affiliation's discount program; and, (iv) in the event that Institution has executed an LOC for a discount program that is not available with the Institution's New GPO Affiliation, LOC for Institution will be terminated upon receipt and acceptance by Lilly of this GPO Declaration Form.

Authorized Representative of Institution
(Signature)

Title of Authorized Representative

Authorized Representative of Institution
(Printed Name)

Date of Signature

Lilly retains the sole right to determine eligibility of Institution signing this Declaration Form. Retail pharmacies are not eligible for pricing pursuant to the GPO Agreement.

*Institution should send completed form to MMCAP at MMCAP_Infuse.contracts@state.mn.us
GPO should send completed Declaration Form to Eli Lilly and Company at GPOinfo@lilly.com*

Acute Care Class of Trade Definitions:

Non-Federal Government Acute Care Hospital: Not-for-profit hospital funded by city, county, special district or state government. A hospital facility whose purpose is to provide immediate or short-term (acute) care in an inpatient setting (operating 365 days per year 24 hours per day and listed in the American Hospital Association Directory). Pharmaceuticals are dispensed under the direction of a registered pharmacist.

Non-Federal Government Acute Care Children's Hospital: Non-Federal Government Acute Care Hospitals ONLY serving minors.

Non-Federal Government System Affiliated Closed Door Outpatient Clinic: A closed door (pharmacy is closed to access by the general public and does not compete with retail trade) outpatient facility dedicated to the provision of various forms of treatment which maintains a separate pharmacy from a hospital. This facility will have a unique HIN/DEA from the hospital. Such facilities operate during set business hours (not 24 hours per day). Examples include drug rehab clinics, alcohol treatment centers. Patients receiving care at this facility are associated with the facility's hospital system.

Non-Federal Government City/County/State: An organization owned and operated by city, county or state government that provides medical care to patients (intended for only student health and county health facilities).

Alternate Care Class of Trade Definitions:

Non-Federal Government Long Term Care Facility: Residential care facilities providing active patient care (skilled and non-skilled) over an extended period of time (generally greater than thirty (30) days) in an attempt to achieve the goals of treatment, rehabilitation and discharge; and/or residential assisted-living facilities that combine housing, personalized supportive services and health care designated to meet the individual needs of persons in need of assistance with the activities of daily living; and/or behavioral health facilities that provide active patient care over an extended period of time (residential, non-residential, or a hybrid model) where individuals receive all pharmacy services at the behavioral health facility. In each case, patient care services are not based in the patient's home (ie/ home health). Such facilities (1) provide health care to residents or aligned patients and provide pharmaceutical products only to its own residents or aligned patients (ie/ closed door); (2) have an agreement with a long term care pharmacy to provide pharmacy consulting for and dispense pharmaceuticals to residents or aligned patients of such facilities, but not via mail order; and (3) have authorized a long term care pharmacy to provide access to Lilly Products for such facilities pursuant to the terms in the GPO Agreement, solely for "OWN USE" by such facilities (i.e. use or dispensing of Lilly Products by such facilities only for its own residents or aligned patients at such facilities and under no circumstances for use with or for resale to non-residents/non-aligned patients or any other person or party).