

Supplement to
Dispensary of Hope Access Site Agreement

This Supplement (the “**Supplement**”) to that certain Dispensary of Hope Access Site Agreement (the “**Agreement**”) dated effective as of July 1, 2019 (the “**Effective Date**”), by and between the Board of County Commissioners of the County of Tulsa on behalf of the George Prothro, MD Pharmacy of Tulsa County (“**Access Site**”) and the Dispensary of Hope, LLC (“**Network**”) Charitable Pharmaceutical Program (the “**Program**”), hereby supplements and amends the Agreement as set forth herein:

Access Site acknowledges that Network is party to that certain U.S. Product Donation Agreement between Eli Lilly and Company (“**Donor**”) and Network (the “**Donation Agreement**”), pursuant to which Donor will donate certain products identified on Appendix A hereto (as the same may be amended from time to time) (the “**Product**”) to Network for distribution to Qualified Patients in accordance with the terms of the Donation Agreement;

Network and Access Site desire to utilize Access Site for distribution of the Product to Qualified Patients;

The parties desire to supplement the Agreement in order to conform to additional terms and conditions contained in the Donation Agreement;

In consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Qualified Patients. Solely with respect to the Product, Access Site agrees that the definition of “Qualified Patients” in the Agreement shall include the Eligible Patient Criteria set forth on Appendix B attached hereto.
2. Reporting and Record Keeping. With respect to Access Site’s obligations regarding Reporting and Record Keeping, as referenced in Section 4(ix) of the Agreement, solely with respect to the Product, Access Site agrees to supply Network with documentation in a Network prescribed format on a quarterly basis to show how the Products have been dispensed, including, but not limited to, the following information regarding the Product supplied to Qualified Patients: Product; date dispensed and quantity dispensed. Reporting shall not include any physician prescribing patterns of the Product. Furthermore, Access Site will provide Network, in its quarterly Product ordering list, the quarter starting inventory count and ending inventory count for the Product to assist in inventory reconciliation.
3. Debarment, Exclusion from Federal Healthcare Programs. Access Site agrees that any notices to Network that are required to be given pursuant to Section 24 of the Agreement shall also be given to Donor in writing immediately at the following address: Eli Lilly and Company, Lilly Corporate Center, Indianapolis, Indiana 46285, with a copy to Donor’s legal counsel.
4. Disclosure of Donation. Access Site acknowledges and agrees that Donor has the right to disclose information publicly regarding the amount of Product donated, that it was donated to Access Site, and the aggregate number of Qualified Patients to which the Product has been provided.
5. Relationship Between Parties. Access Site agrees that if Access Site is party to a commercial agreement (the “Commercial Agreement”) with the Donor pursuant to which Access Site or its affiliates receive a rebate or incentive based upon Access Site’s utilization of the Product, Access Site shall implement and maintain controls sufficient to ensure that the Products provided under this Agreement are maintained entirely separate from any product provided under such Commercial Agreement. Such controls shall include, without limitation, maintenance of a separate physical inventory, maintenance of separate financial inventory, and controls to ensure the Product is provided only to Qualified Patients. Access Site agrees to certify annually in writing that it has maintained and will continue to maintain the controls required by this paragraph.
6. No Other Amendments. Except as amended herein, the Agreement shall remain unmodified and in full force and effect. All references in documents related to the Agreement will be deemed to be references to the Agreement as amended hereby.
7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts (including by means of copied signature pages), all of which taken together shall constitute one agreement.

The parties acknowledge and agree this Supplement is effective as of 9/8/20, and shall remain in effect until it is amended by agreement of the parties.

DISPENSARY OF HOPE, LLC

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA ON BEHALF OF THE GEORGE PROTHRO, MD PHARMACY OF TULSA COUNTY

By: Anita Stanford

By: *Stan Sallee*
Signature

Name: Anita M. Stanford

Name: Stan Sallee

Title: Chief Development Officer

Title: Chairperson Pro Tem, Board of County Commissioners of the County of Tulsa

Date: 9/25/2020

Date: 9/28/20

Attest: *James G. Rea*



Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2020.09.25 12:12:05 -05'00'
Assistant District Attorney

CMF# 20202424

APPENDIX A

Products

Products available to Access Site participating in Product Donation of insulin

Brand Name Measure Pack	NDC Code	Language	Unit of
Humulin® 70/30 1 pkg-1 vial	0002-8715-01	English	Single Vial
Humulin® NPH 1pkg-1 vial	0002-8315-01	English	Single Vial
Humulin® R 1pkg-1 vial	0002-8215-01	English	Single Vial
Humalog® 1pkg-1 vial	0002-7510-01	English	Single Vial
Humalog 1 pkg-5 pens	0002-8799-59	English	Kwikpen
Humalog Mix 75/25 - 1 pkg-5 pens	0002-8797-59	English	Kwikpen
Basaglar 1 pkg-5 pens	0002-7715-59	English	Kwikpen

The Products listed above qualifying for distribution under this Agreement apply to all existing dosages and package sizes of each Product listed above. Any newly introduced dosage or package sizes may be added by Network.

APPENDIX B

Eligible Patient Criteria

Eligible Patient defined as a patient of Access Site who meets the following criteria:

General Criteria

The patient is “ill”, “needy” or an “infant” within the meaning of US Treasury Regulation § 1.170A-4A.
The patient is a verified resident of the United States of America.

Financial Criteria

The patient has no third party prescription drug benefit that covers the Product that qualifies for distribution under this Agreement nor supplemental VA benefits, Medicaid, workers’ compensation benefits or any other form of prescription drug coverage.

The patient's income is less than or equal to three hundred percent (300%) of the federal poverty level, to be evaluated annually.

The patient is not enrolled in prescription benefits through federal or state governmental assistance programs including Medicaid, Medicare or Veteran's benefits.

Clinical Criteria

The treating physician has determined, in the exercise of his or her own medical judgement, that the Product is medically appropriate for the patient's condition and may not be used in a manner that encourages the off- label use of the Products.