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How Lilly Influences What Prescribers Learn About Cymbalta

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From TV commercials to pitches in doctors' offices, drug companies try to cast their products in the best possible light. Some use a far less visible approach: contractual restrictions on what insurers, hospitals and other health facilities can tell doctors about certain drugs.

Drug makers commonly offer price breaks to insurers, hospitals and other medical facilities. In exchange, they often get favorable placement on drug formularies, the lists these entities use to encourage prescriptions of certain products. Some of the contracts go further, restricting insurers and medical organizations from making unflattering statements about the costs and risks of drugs when they communicate with health practitioners.

CONTRACTURAL RESTRICTIONS http://online.wsj.com/img/g.gif See a copy of Eli Lilly's discount contract for antidepressant Cymbalta (below)

A case in point is the discount contract Eli Lilly & Co. has offered health facilities in connection with Cymbalta, an antidepressant that the Food and Drug Administration approved last year and that faces competition in some cases from cheaper generics. The contract illustrates tactics that some insurers and prescribers say they find troubling.

The Cymbalta discount contract offers large purchasers of antidepressants a 5% discount, but specifies that they could lose most of that discount if they engage in, among other things, "negative D.U.R. correspondence to physicians."

While not defined in the contract, D.U.R. is industry shorthand for "drug utilization review," a kind of analysis of prescription patterns that insurers often use to identify inappropriate or risky practices and often also to cut costs. Prime Therapeutics LLC, an Eagan, Minn., pharmacy-benefits manager owned by nine Blue Cross Blue Shield plans, used drug utilization reviews to try to reduce what it determined was overprescribing of Vioxx and Bextra, painkillers that were later pulled from the market because of safety concerns.

Some insurers worry that contracts such as Cymbalta's could have a chilling effect, discouraging insurers and other groups from disseminating medically relevant information about the drugs on their formularies -- or discouraging them from pursuing D.U.R.s altogether.

Dale Kramer, director of pharmacy contracting at Kaiser Permanente, the big health-maintenance organization based in Oakland, Calif., says his organization doesn't agree to such restrictive terms.

"If I signed something like that, I think our clinicians ... would be very upset," he says. "Someone on the business side should not have the authority to make clinical commitments for the company they represent."

Nancy Stalker, vice president of pharmacy services at Blue Shield of California, based in San Francisco, says she doesn't think her company would sign a contract with broad language that could permit such interference by a drug maker. "We just don't want the manufacturer to drive what we do," she says. "We want to be able to make the best clinical decision."

Eli Lilly, based in Indianapolis, says it has a legitimate interest in controlling negative D.U.R. communications. Drug-industry executives say many of these types of communications, while ostensibly clinical, often are really designed to cut costs. Insurers or other groups may use these communications to steer doctors toward cheaper drugs that may be inferior to more-expensive competitors.

Tarra Ryker, a Lilly spokeswoman, says the Cymbalta contract isn't meant to stop communications that are "backed up by clinical data" and "presented in a fair and balanced manner."

The company also has contracts with the same language for the antipsychotics Symbyax and Zyprexa. "There are a lot of things that are said to physicians and prescribers that in a lot of cases cannot be backed up with scientific evidence," Ms. Ryker says.

One type of communication that might be disallowed under the contract would be a description of side effects for Cymbalta that didn't also describe its benefits, she says. Another possibility: a side-by-side price comparison between Cymbalta and a generic. A comprehensive list of prices for all antidepressants, however, would be OK, Eli Lilly says.

Others in the insurance industry say the contractual restrictions don't compromise their communications with doctors. Mohit Ghose, a spokesman for America's Health Insurance Plans, an insurance-industry trade group based in Washington, says, "The signing of contracts does not in any way interfere with the ability of clinicians [at insurance companies] to discuss or disseminate information on the appropriateness, efficacy and safety of any given drug."

Eli Lilly says more than 100 medical facilities belonging to the Minnesota Multi-State Contracting Alliance for Pharmacy, a St. Paul-based group purchasing organization including student health services, regional psychiatric treatment facilities and hospitals in many states, are signed on to agreements for Cymbalta this year. Representatives reached at several of the member facilities said they weren't aware of these restrictive terms in their discount contracts. Lilly says it hasn't revoked any discounts among this group for noncompliance with those terms.

The power of the contractual restrictions depends, in large part, on how much credence doctors give to the information they get from an insurer or other medical facility. Larry Fields, president-elect of the American Academy of Family Physicians, of Leawood, Kan., says while doctors generally pay attention to such information, they rely primarily on doctors associations and other sources that "don't have a dog in the fight." Insurers, hospitals and other health facilities are "trying to save money," Dr. Fields says.

Still, some people in the industry see the contract terms as a troubling lever for drug companies to use. Stephen W. Schondelmeyer, a pharmaceutical-economics professor at the University of Minnesota, Minneapolis, worries drug makers could invoke the clause if they suspect a drop in sales is the result of medical questions raised by an insurer or health facility. "I would never say that having a clause in a contract, even if it's not implemented, has no effect," he says. "It has the potential to be acted upon."

Also restricted under the Cymbalta contract is "negative educational counterdetailing." Counterdetailing is the industry name for efforts, often made by insurers, to counterbalance drug makers' sales pitches (which are often referred to as "detailing"). Counterdetailing efforts commonly push patients toward generics or poke holes in drug makers' claims about their products.

People in the drug industry say counterdetailing often serves to steer patients toward cheaper drugs. Counterdetailing "language is probably in everyone's contracts," says Jack Cox, a spokesman for Pfizer Inc., New York. He declines to comment on Eli Lilly's or Pfizer's practices specifically, but adds that insurers and others who make drugs available to patients "will come in with clinical data, but their goal is financial."

Counterdetailing and the D.U.R.s restricted under the Lilly contract are generally communications aimed at doctors and others who prescribe drugs -- not at patients.

The contract says that it isn't meant to preclude an individual physician "from making an independent prescribing decision based on such physician's medical judgment in the best interest of patient care."

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