



County of Santa Clara  
Office of the County Executive  
Procurement Department  
150 W. Tasman Dr., First Floor  
San Jose, CA 95134  
Telephone 408-491-7400 • Fax 408-491-7496

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND  
CARDINAL HEALTH FOR SPECIALTY PHARMACY GOODS FOR DISTRIBUTION**

This agreement is entered into by and between the County of Santa Clara (the "County") and Cardinal Health 108, LLC ("Contractor" or "Cardinal Health") (the "Agreement").

The parties, intending to be bound, mutually agree as follows:

**KEY PROVISIONS**

**AGREEMENT TITLE:** Specialty Pharmacy Goods for Distribution

**AGREEMENT NUMBER:** 5500003164

**AGREEMENT TERM:** October 1, 2021 through September 30, 2026 unless terminated or extended as provided herein.

**COMMODITY NAME:** Specialty Pharmaceutical Goods for Distribution

**COMMODITY NO:** 465

**AUTHORIZED USER:** County of Santa Clara Health System, including but not limited to, the following locations,

Santa Clara Valley Medical Center  
751 South Bascom Avenue  
San Jose, CA 95128

O'Connor Hospital  
2105 Forest Avenue  
San Jose, CA 95128

St. Louise Regional Hospital  
9400 No Name Uno  
Gilroy, CA 95020

Approved: 09/28/2021

**COUNTY DEPARTMENT  
CONTACT:**

Narinder Singh, Director of Pharmacy  
Phone: 408-885-2300  
Email: [narinder.singh@hhs.sccgov.org](mailto:narinder.singh@hhs.sccgov.org)

Kelsey Kaku, Supervising Pharmacist  
Phone: 408-885-3465  
Email: [kelsey.kaku@hhs.sccgov.org](mailto:kelsey.kaku@hhs.sccgov.org)

Notices to the County shall be sent to:

Procurement Contact  
Irene Shen, Sr. Strategic Sourcing Officer  
150 West Tasman Drive, First Floor  
San Jose, CA 95134  
Phone: 408-491-7412  
Email: [Irene.Shen@prc.sccgov.org](mailto:Irene.Shen@prc.sccgov.org)

Department Contact  
Kelsey Kaku, Supervising Pharmacist  
777 Turner Drive,  
San Jose, CA 95128  
Phone: 408-885-3465  
Email: [kelsey.kaku@hhs.sccgov.org](mailto:kelsey.kaku@hhs.sccgov.org)

**SUPPLIER:**

Cardinal Health 108, LLC  
7000 Cardinal Place  
Dublin, OH 43017

**SUPPLIER CONTACT:**

Daniel Krum, Core Account Manager  
Phone: 916-529-2179  
Email: [Daniel.Krum@cardinalhealth.com](mailto:Daniel.Krum@cardinalhealth.com)

Nicole Reese, Specialty Executive  
Specialty Pharmaceutical Distribution  
Phone: 480-748-9900  
Email: [Nicole.Reese@cardinalhealth.com](mailto:Nicole.Reese@cardinalhealth.com)

Donna Jung  
Director, Core Account Management  
Southwest/Innovative Delivery Solutions  
Cell: 661.309.8924  
Email: [Donna.Jung@cardinalhealth.com](mailto:Donna.Jung@cardinalhealth.com)

Notices shall also be copied to:

Cardinal Health 108, LLC  
Attn: General Counsel  
7000 Cardinal Place, Dublin, OH 43017

**SUPPLIER NUMBER:**

1028580

**PURPOSE:** Establish contract with Cardinal for the purchase of specialty pharmacy goods.

**TAX STATUS:** Taxable, Products

**TOTAL AGREEMENT VALUE:** Not-to- Exceed \$200,000,000

**COUNTY CONTRACT ADMINISTRATOR:** Irene Shen, Sr. Strategic Sourcing Officer  
Phone: 408-491-7412  
Email: [Irene.Shen@prc.sccgov.org](mailto:Irene.Shen@prc.sccgov.org)

**REFERENCE:** The following exhibits are incorporated and constitute a material part of the Agreement:

- Exhibit A: County of Santa Clara Terms and Conditions
- Exhibit B: Price Summary
- Exhibit C: Cardinal Health Specialty Pharmaceutical Distribution Returned Goods Policy
- Exhibit D: Insurance Requirements
- Exhibit E: Statement of Work
- Exhibit F: Consignment Program

**AGREEMENT DEFINED;** The Agreement is comprised, collectively, of Key Provisions, Exhibit A (County of Santa Clara Terms and Conditions), Exhibit B (Price Summary), Exhibit C (Cardinal Health Specialty Pharmaceutical Distribution Returned Goods Policy), Exhibit D (Insurance Requirements), Exhibit E (Statement of Work), Exhibit F (Consignment Program), and any other exhibits, addenda, schedules, or attachments that are later incorporated by mutual written agreement of the parties (the "Agreement.")

**ORDER OF PRECEDENCE:** Solely with respect to purchases of Merchandise (defined below) through the consignment program described in Exhibit F (the "Consignment Program"), in the event of conflict or inconsistency in this Agreement, such conflicts or inconsistencies shall be resolved in the following order of precedence: (1) Key Provisions as labeled above and identified through the use of bold font and capitalization on the left-hand margin; (2) Exhibit F (Consignment Program) (3) Exhibit A (County of Santa Clara Standard Terms and Conditions); (4) Exhibit B (Price Summary); (5) Exhibit E (Statement of Work); (6) Exhibit D (Insurance Requirements); (7) Exhibit C (Cardinal Health Specialty Pharmaceutical Distribution Returned Goods Policy). With respect to Merchandise not purchased through the Consignment Program, in the event of conflict or inconsistency in this Agreement, such conflicts or inconsistencies shall be resolved in the following order of precedence: (1) Key Provisions as labeled above and

identified through the use of bold font and capitalization on the left-hand margin; (2) Exhibit A (County of Santa Clara Standard Terms and Conditions); (3) Exhibit B (Price Summary); (4) Exhibit E (Statement of Work); (5) Exhibit D (Insurance Requirements); (6) Exhibit C (Cardinal Health Specialty Pharmaceutical Distribution Returned Goods Policy); (7) Exhibit F (Consignment Program).

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

**COUNTY OF SANTA CLARA**

  
SEP 28 2021  
Mike Wasserman Date  
President, Board of Supervisors

**CARDINAL HEALTH 108, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
8F070701EE20449...  
Print: Genevieve Johnson  
Title: VP, Sales  
Date: 9/15/2021

**ATTEST:**

  
SEP 28 2021  
Tiffany Lennear Date  
Acting Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND LEGALITY**

DocuSigned by:  
  
9/15/2021  
Sara J. Ponzio Date  
Deputy County Counsel

## **EXHIBIT A COUNTY OF SANTA CLARA TERMS AND CONDITIONS**

### **DEFINITIONS**

- a. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives in connection with Contractor's performance of services under the Agreement. Confidential Information shall not include information that: (i) was already known to Contractor at the time of disclosure by the County, (ii) was generally available to the public at the time of disclosure by the County, (iii) after disclosure by the County, became generally available to the public other than by a breach of this Agreement, (iv) after disclosure by the County, became known to Contractor from a third party lawfully disclosing such information, or (v) was independently created or developed by or for Contractor without reference to or use of the County Confidential Information. Notwithstanding anything to the contrary that may be contained herein, information generated, compiled or stored by Contractor reflecting the purchase and resale of products to the County ("Sales Data") does not constitute County Confidential Information, and Contractor will be entitled to utilize all such Sales Data in any manner deemed appropriate by it, including, but not limited to, selling and/or otherwise providing such Sales Data to manufacturers and/or other third parties, without limitation.
- b. "County Data" shall mean proprietary data and information received by Contractor from County in connection with Contractor's performance under the Agreement. County Data includes any such information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. As between Contractor and County, all County Data shall remain the property of County. Notwithstanding anything to the contrary herein, County Data shall not include Sales Data.
- c. When used in this Agreement, "days" shall refer to calendar days unless stated otherwise.
- d. "Breach" means, with respect to Section 65 (County Data), unauthorized access to, or use, loss or disclosure of, County Data that compromises the security, confidentiality, or integrity of County Data or information security networks.
- e. "Independent Penetration Testing," or "pen testing," means the County's practice - by using an independent third party - of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.
- f. "Risk Assessment" means the process by which the County's Information Security Office ("ISO") assesses (i) the Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how the Contractor will store, process and transmit County Data; and (ii) the potential impact on the County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO's evaluation of documentation provided by the Contractor.

### **1. NON-EXCLUSIVE AGREEMENT**

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others

## Exhibit A, County of Santa Clara Terms and Conditions

to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service. During the term of this Agreement, the county will designate Cardinal Health as the primary wholesale pharmaceutical supplier to all pharmacies, hospitals, nursing homes, clinics, and/or other facilities whether now or hereafter owned, managed, or operated by County (collectively, the "**Facilities**" and individually, a "**Facility**"). A current list of the Facilities is attached as Exhibit E. Additional facilities may be added to Exhibit E from time to time subject to the Cardinal Health's advance approval.

County will purchase from Contractor during the term of this Agreement therapeutic plasma products, IVIG, Albumin and applicable Hemophilia Factors (collectively, "**Plasma Products**") and specialty pharmaceutical product other than Plasma Products that are offered by Cardinal Health Specialty Pharmaceutical Distribution (the "**Specialty Products**"). In addition, County may, at its option, purchase certain other inventory Contractor carries (the "**Non-Rx Products**"). Plasma Products, Specialty Products and Non-Rx Products are collectively referred to as the "**Merchandise**". County reserves the right to purchase pharmaceutical and related products directly from third parties or alternative sources (Including Canada to the extent permitted by law) in its sole discretion; provided, the County will purchase from Contractor, in the aggregate, not less than 90% of its Merchandise requirements readily available from Contractor. To the extent that Contractor is unable to supply such Merchandise, whether for a Force Majeure Event or for any other reason, the County shall have the right to purchase such Merchandise from other sources and such purchases shall be excluded from the ninety percent (90%) purchase requirement.

Notwithstanding anything herein to the contrary, the parties understand and agree that the terms applicable to Merchandise purchased through the Consignment Program are set forth on Exhibit F and therefore this Exhibit A does not apply to such purchases unless specifically set forth in Exhibit F.

## 2. PRODUCTS

Contractor shall recognize and administer manufacturer contracts between County and any manufacturer (collectively, "**Manufacturer Contracts**") (i) subject to their continued validity in accordance with applicable laws; (ii) provided such manufacturer is a vendor-in-good-standing with Contractor; and (iii) subject to such credit considerations concerning the applicable manufacturers as Contractor may consider appropriate. However, if manufacturers' chargebacks for contract items submitted by Contractor are disallowed, uncollectable, or unreconcilable as determined by the manufacturer through the chargeback process, then the applicable charge will be billed back to the County. County will notify Contractor of all Manufacturer Contracts. In addition, County will provide Contractor with a copy of all new Manufacturer Contracts entered into after the effective date of this Agreement and manufacturer verification of all renewals, replacements or terminations of Manufacturer Contracts not less than thirty (30) days prior to the effective date of such new contract, renewal, replacement or termination.

Despite any other provision in this Agreement, the County understands that Contractor reserves the absolute right to determine what Merchandise it will carry. Contractor will notify County, to the extent possible, at least sixty (60) days in advance of any items of Merchandise purchased by County that Contractor intends to remove from its inventory. If Contractor does not provide the County at least sixty (60) days advance notice of its intent to discontinue carrying an item of Merchandise previously purchased by the County, the County may purchase up to sixty (60) days' average usage of such item from a third party and Contractor will reimburse the County for any difference in pricing between the discontinued item and the item purchased from the third party; provided, however, if Contractor has any remaining inventory of such item and can supply it to

Exhibit A, County of Santa Clara Terms and Conditions

the County, the purchases of such item from the third party for which the County will be reimbursed hereunder will be reduced proportionally (for example, if Contractor can supply thirty (30) days' average usage of the discontinued item from its remaining inventory, the County will only be reimbursed hereunder for purchases of thirty (30) days' average usage of such item purchased from the third party).

This Agreement does not provide authority to ship Merchandise. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

Any additional or different terms or qualifications sent by Contractor, including, without limitation, electronically or in mailings, attached to invoices or with any Merchandise shipped, shall not become part of the contract between the parties. County's acceptance of Contractor's offer is expressly made conditional on this statement.

Contractor shall provide to the County, all documentation and manuals available to Contractor from the applicable manufacturer/supplier relevant to the Merchandise to be supplied hereunder, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Merchandise or concurrently with the delivery of Merchandise.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all applicable, published rules and regulations of the premises, including, but not limited to, security requirements. County shall provide Contractor a copy of all such rules and regulations prior to the Effective Date.

All Merchandise shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable goods and services. County does not guarantee any minimum orders.

### 3. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

### 4. COUNTING DAYS

Invoices with a due date that falls on a Saturday or Sunday will be due the immediately preceding Friday. Invoices due on a legal holiday will be due on the immediately preceding business day.

### 5. PRICING

Unless otherwise stated, the pricing matrix in Exhibit B shall be fixed for the term of the Agreement, including all extensions.

Exhibit B of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Exhibit A, County of Santa Clara Terms and Conditions

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement or contract release purchase order will be binding on either party unless it is in writing and signed by both parties' authorized representatives.

7. TIME OF THE ESSENCE

Except for delivery delays or failures caused by Contractor's use of a national package delivery service (such as FedEx Corporation or United Parcel Service or any of their respective subsidiaries) ("Common Carrier Performance Issues"), time is of the essence in Contractor's order processing of all Merchandise sold by Contractor under this Agreement and in the delivery of non-drop-shipped Merchandise sold by Contractor under this Agreement pursuant to a purchase order accepted by Contractor. Contractor is not responsible for any delays resulting from Common Carrier Performance Issues.

8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Safety Data Sheet (SDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within two (2) days or a reasonable time after delivery, in accordance with the Return Goods Policy outlined in Exhibit C to this Agreement. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.



## Exhibit A, County of Santa Clara Terms and Conditions

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County. To the extent that Cardinal Health is unable to supply such Merchandise, whether for a Force Majeure Event or for any other reason, the County shall have the right, at the County's sole cost and expense, to purchase such Merchandise from other sources and such purchases shall be excluded from the ninety percent (90%) purchase requirement.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

#### 11. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the County's authorized representative decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Nothing in this clause shall excuse performance by Contractor.

#### 12. RETURNS

Contractor will accept Merchandise originally purchased from Contractor for return from County in accordance with the Cardinal Health Returned Goods Policy as set forth on Exhibit C.

#### 13. ORDERING

To qualify for the pricing set forth on Exhibit B, County must electronically transmit all orders (excluding emergency orders) to Contractor via Order Express, Specialty Online or such other electronic order entry system as Contractor may approve from time to time. Contractor will provide County with access to Order Express and Specialty Online at no additional charge; provided, however, County must supply all hardware required to access Order Express and Specialty Online, all required internet access and any required interfaces or other network enhancements, all at the County's own expense. Contractor may not use Order Express, Specialty Online, or any other electronic order entry system for any purpose unrelated to this Agreement. If electronic order entry is temporarily interrupted for reasons beyond County or Contractor's control, County may place orders manually and both parties will use reasonable efforts to fix the problem. All orders for Federal Drug Enforcement Agency ("DEA") Schedule II controlled substances must be submitted to Contractor via Contractor's electronic Controlled Substance Ordering System ("CSOS"). If Schedule II controlled substance orders are not submitted via CSOS, Contractor reserves the right to increase County's Cost of Goods by 0.05%. Schedule II orders will be delivered with your next scheduled delivery after our receipt of the CSOS order. Regardless of any other terms of this Agreement, no Schedule II orders will be

Exhibit A, County of Santa Clara Terms and Conditions

delivered other than in compliance with DEA regulations. If Contractor stocks inventory under this Agreement at County's request that Contractor would not otherwise stock ("Custom Inventory"), County agrees that, before substituting other inventory in place of such Customer Inventory, and upon termination or expiration of this Agreement for any reason, County will purchase the remaining Custom Inventory under the terms of this Agreement until it is depleted.

#### 14. INVOICING

Contractor shall invoice according to Exhibit B of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual release purchase order. Invoices shall be for Merchandise sold under this Agreement.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

#### 15. PAYMENT

"DSO" means "days sales outstanding." The County's initial standard payment term shall be 15 DSO: Undisputed invoices are each due fifteen (15) days from their invoice date.

All payments due from County to Contractor for Merchandise delivered and services rendered by Contractor under the Agreement will be made to the applicable servicing division specified in Contractor's invoice (or as otherwise specified by Contractor) by electronic funds transfer or other method acceptable to Contractor so as to provide Contractor with good funds by the due date. Deductions for Merchandise, returns, or shipping discrepancies (quantity and price) may not be taken until a valid credit memo is issued by Contractor. Contractor retains the right to place County on cash-on-delivery ("C.O.D.") status with seven (7) calendar days' notice if Contractor has not received payment when due for Merchandise delivered or services provided to the County, or move the county to pre-pay status with seven (7) calendar days' notice if County's financial state indicates insolvency is imminent. If the County fails to pay in accordance with the foregoing requirements, Contractor retains the right to refuse orders. All obligations hereunder shall be joint and several obligations of and each of their respective subsidiaries, affiliates and related parties and any other entities it owns, manages or controls, whether now or hereafter existing. Without limiting Contractor's rights under law or in equity, Contractor and its affiliates, parent or related entities, collectively or individually, may exercise a right of set-off against any and all amounts due County. For purposes of this Section, Contractor, its affiliates, parent or related entities shall be deemed to be a single creditor. County may, from time to time (but not more often than once per calendar quarter), request that its payment terms be changed as to future Merchandise purchases under the Agreement, subject to Contractor's prior written consent, which shall not be unreasonably withheld. County acknowledges and agrees that, in the event the County's payment terms are changed, the County's purchase price shall be adjusted by Contractor to reflect the County's new payment terms.

Payment is deemed to have been made on the date Contractor receives electronic funds transfer.

For clarification purposes, the County may select one of the payment term options set forth in Exhibit B; however, the same payment term option must be selected for both this Agreement and the agreement number 5500003163 ("PD Agreement") between Cardinal Health 110, LLC and

Exhibit A, County of Santa Clara Terms and Conditions

Cardinal Health 112, LLC (collectively "PD") and County of Santa Clara Health System. County and Contractor acknowledge and agree that since all payments are made through PD pursuant to the PD Agreement, the calculation of DSO set forth above is a single calculation made in the aggregate based on payments received under this Agreement and the PD Agreement.

**16. OTHER PAYMENT PROVISIONS**

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are subject to sales tax shall be clearly identified.

The County will pay, when due, any sales, use, excise, gross receipts, or value-added taxes, or other federal, state, or local taxes or other surcharges or assessments (other than any tax based on the net income of Contractor or imposed upon inventory held by Contractor in its warehouses) that Contractor is at any time obligated to pay or collect based on, or in any way levied on, the sale of Merchandise under this Agreement, or the Merchandise or any services related thereto. If Contractor pays any amounts which the County is obligated to pay under this Section, then the County will promptly reimburse Contractor in an amount equal to the amount documented as having been so paid by Contractor.

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County or otherwise set forth in this Agreement.

**17. LATE PAYMENT CHARGES OR FEES**

The Contractor acknowledges and agrees that the County will not pay late payment charges due to the Cost +0.00% invoicing structure set forth in Exhibit B.

**18. DISALLOWANCE**

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification upon Contractor's verification of the disallowance.

**19. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon providing at least one (1) year written notice to the other; provided, however, this Agreement may not be terminated during the first three (3) years following Effective Date of this Agreement. By way of example, if the County provides Contractor with written notice of termination pursuant to this Section on July 31, 2024, the Agreement will terminate July 31, 2025.

**20. TERMINATION FOR CAUSE**

Either party may effect an early termination of this Agreement upon the occurrence of a material breach by the other party. The non-breaching party must give written notice to the breaching party of the nature and occurrence of such breach. If the breach is not cured by the expiration of

Exhibit A, County of Santa Clara Terms and Conditions

sixty (60) days from the date of such notice, or if the breaching party has not made reasonable efforts, in the sole discretion of the non-breaching party, to effect the cure if the breach cannot reasonably be cured within such sixty (60) day period, then the non-breaching party may provide written notice to the breaching party that this Agreement will be terminated immediately following the expiration of such sixty (60) day period. .

For purposes of this Agreement, material breach includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order, (b) violation of any applicable laws or regulations; (c) assignment of the rights or duties under this Agreement without the written consent of the other party; or (d) less than perfect tender of delivery or performance by either party that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

#### 21. TERMINATION FOR BANKRUPTCY

If either party is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of such party's insolvency, the other party may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

#### 22. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation by the County of sufficient funds for Merchandise covered by this Agreement. If funding is reduced or deleted by the County for Merchandise covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount. In the event of such termination, the County shall be responsible for any unpaid balances for Merchandise provided by Contractor and accepted by County prior to the effective date of termination.

#### 23. DISENTANGLEMENT

Contractor shall reasonably cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall reasonably cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services or the County activities. Contractor shall return to County all County assets or information in Contractor's possession.

Contractor shall deliver to County or its designee, at County's request, all County Data, documentation and other data related to County held by Contractor within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

#### 24. DISPUTES

Intentionally omitted.

Exhibit A, County of Santa Clara Terms and Conditions

**25. ACCOUNTABILITY**

Contractor will be the primary point of contact and assume the responsibility of all matters relating to the purchase of Merchandise under this Agreement, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If such or similar issues arise, the Contractor will use all reasonable efforts to correct or resolve the issues as expeditiously as practicable.

**26. NO ASSIGNMENT WITHOUT PRIOR WRITTEN CONSENT**

Contractor may not assign any of its rights or obligations under this Agreement or any contract release purchase order without the prior written consent of County, which will not be unreasonably withheld; provided, however, that Contractor may delegate its rights and obligations to any entity that is controlled by or under common control with Cardinal Health, Inc. No assignment will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment in violation of this provision is voidable at the option of the County.

**27. MERGER AND ACQUISITION**

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the acquiring entity or the new entity is legally required to:

- (1) Honor all the terms negotiated in any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- (2) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor to an entity not owned by or under common control with Cardinal Health, Inc.

**28. COMPLIANCE WITH ALL LAWS & REGULATIONS APPLICABLE TO GOODS AND/OR SERVICES PROVIDED**

Each party shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. A party's violation of this provision shall be deemed a material default by such party, giving the non-breaching party a right to terminate the contract as set forth herein. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act, and the standards and regulations issued there under.

**29. FORCE MAJEURE**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service, or any other cause beyond the reasonable control of the affected party ("Force Majeure Event").

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Each party, as applicable, shall give the other party notice of its inability to perform and reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting a Force Majeure Event as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

Each party shall reserve the right to terminate this Agreement and/or any applicable contract release purchase order, upon written notice, in the event of non-performance by the other party because of a Force Majeure Event if such non-performance continues for a period of at least thirty (30) days.

### 30. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, or employee of County, nor shall any such person be entitled to any benefits available or granted solely to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

### 31. INSURANCE

Contractor shall maintain insurance coverage pursuant to Exhibit D setting forth insurance requirements.

### 32. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages to County owned or leased property caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within seventy-two (72) hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage caused by Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

### 33. LIENS, CLAIMS, ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all Merchandise ordered and delivered hereunder are free and clear of all liens, claims or encumbrances of any kind. Title to the Merchandise purchased and delivered hereunder shall pass directly from Contractor to County at the F.O.B. point.

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**34. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**

This Section is adopted and incorporated pursuant to the requirements of California Government Code Sections 4550 through 4554. Contractor agrees that, upon written request, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. '15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the County pursuant to this Agreement. Such assignment shall be made and become effective at the time the County tenders final payment to Contractor. If the County receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this Section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the County any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the County as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the County shall, within one year from such demand, reassign the cause of action assigned under this Section if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the County has not been injured thereby, or (b) the County declines to file a court action for the cause of action. The County agrees to provide Contractor with written notice if it takes any action to pursue any of the claims or causes of action assigned under this Section, including filing any complaint or any other legal action asserting such assigned claims.

**35. INDEMNITY**

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any third-party claim, liability, loss, injury, or damage (collectively "Claims") arising out of, or in connection with, the negligence or willful misconduct in the performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, reasonable attorneys' fees, expenses, and liabilities as determined by a court of competent jurisdiction or other adjudicatory body, incurred by the County with respect to any Claim in which Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

**IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL CLAIMS, LIABILITIES OR DAMAGES.**

**36. WARRANTIES**

Contractor warrants to the County that any product Contractor manufactures (the term "manufacture", for purposes of this warranty, does not include product repackaging) is, as of the date of shipment, fit for the purposes and indications described in the product labeling. Unless the product is used in reasonable accordance with its instructions, these warranties are void and of no effect. Other products Contractor distributes carry only those warranties made for them by their manufacturer. **CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S SOLE OBLIGATION AND THE COUNTY'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY WILL BE, AT CONTRACTOR'S OPTION, TO REPAIR OR REPLACE THE PRODUCT.** Contractor will transfer to the County (on a non-exclusive basis) any representations, warranties and/or indemnities made by the manufacturers of the Merchandise to the extent that the same are assignable by Contractor, and will cooperate with all reasonable requests made by County to enforce such representations, warranties and/or indemnities against such manufacturers. Notwithstanding

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anything to the contrary herein, Contractor reserves its own rights under such representations, warranties and/or indemnities made by such manufacturers

**37. COOPERATION WITH REVIEW**

Contractor shall cooperate with County's periodic review of Contractor's performance.

Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Upon reasonable advance notice, Contractor agrees to extend to the County or its designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all relevant records, including service records and procedures, that are necessary to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

**38. AUDIT RIGHTS**

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

Not more than once in any twelve (12) month period and following sixty (60) days' advance written notice to Contractor, all payments made under this Agreement shall be subject to an audit at County's option and expense to verify compliance with the pricing terms of this Agreement, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any payment adjustments set forth in any County audits. The Contractor shall pay to County the full amount determined to be due by the parties as a result of a County audit. This provision is in addition to other inspection and access rights specified in this Agreement.

**39. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS**

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the term of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract or applicable law.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, that are necessary to verify Contractor's compliance with the terms of this Agreement shall be open to inspection, examination, and audit by County not more than once in any twelve (12) month period and with reasonable advance notice (and in any event not less than thirty (30) days advance notice) to Contractor, and by federal and state regulatory agencies. County shall have the right to obtain copies of any and all such books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity



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and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

#### 40. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives , and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the reason for the termination.

#### 41. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within thirty (30) feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

#### 42. FOOD AND BEVERAGE STANDARDS

Intentionally omitted.

#### 43. DEBARMENT

Contractor represents and warrants that it, and to the best of its knowledge, its employees, contractors, subcontractors or agents performing services hereunder are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, the foregoing representation and warranty becomes untrue. In such event, this Agreement will terminate immediately without penalty.

#### 44. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or

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information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

#### 45. CONFLICT OF INTEREST; POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

If applicable, Contractor shall comply with all applicable requirements governing avoidance of impermissible client conflicts; and federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). Failure to comply with the requirements of the immediately preceding sentence constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that, if applicable, (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests. .

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of the Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," as part of Contractor's service to the County under the Agreement. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

#### 46. SEVERABILITY

Should any part of this Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

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**47. NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party possessing the right or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether similar or not, nor will any waiver constitute a continuing waiver unless the writing signed by the party possessing the right or remedy so specifies.

**48. USE OF NAME FOR COMMERCIAL PURPOSES; PUBLIC COMMUNICATIONS**

Neither party may use the name of the other party or reference any endorsement from such other party in any fashion for any purpose, without the prior express written consent of the County as provided by the County's authorized representative, or designee. Neither party will make any press release or other public announcement regarding this Agreement or the other party or its affiliates without the other party's express prior written consent, except as required under applicable law or by any governmental agency. In these cases, the party required to make the press release or public disclosure must use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the press release or public announcement before issuing it.

**49. HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

**50. HANDWRITTEN OR TYPED WORDS**

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

**51. AMBIGUITIES**

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**52. ENTIRE AGREEMENT; MERGER**

This Agreement and its Exhibits and Attachments (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**53. EXECUTION AND COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract"

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refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

**54. NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

**55. ACCOUNT MANAGER**

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County’s requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre-sales and post-sales support, problem resolution assistance and required information on a timely basis.

**56. SURVIVAL**

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, will survive the termination of this Agreement.

**57. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

**58. THIRD PARTY BENEFICIARIES**

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

**59. AUTHORITY**

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity’s behalf, including, as applicable, the Board of Supervisors, the Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County’s authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

**60. LIVING WAGE**

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36

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and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (1) Suspend, modify, or terminate the Direct Services Contract.
- (2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor agrees, to its knowledge, that it is currently complying with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts, and warrants, to its knowledge, that it will continue to comply with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts.

#### 61. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records maintained pursuant to the Agreement available upon the County's written request; (3) upon the County's written request, provide to the County copies of any publicly available financial filings that have been completed during the term of the Agreement; and (4) upon the County's written request, provide the County reasonable access, through representatives of the Contractor, to financial and employee records that are related to the purpose of the Agreement, except where prohibited by federal or state laws, regulations, or rules. Notwithstanding the foregoing, only one request pursuant to (2) and (4) above may occur in any given calendar year during the term of the Agreement.

#### 62. CONTRACTOR TRAVEL EXPENSES

Contractor shall be solely responsible for any Contractor travel fees or out of pocket expenses.

#### 63. INFORMATION SECURITY COMPLIANCE

Contractor will not have access to County information technology systems. If Contractor is granted access to County information technology systems, the parties shall memorialize that change in access via amendment to this Agreement and shall renegotiate this section as a required part of granting a change in access. Notwithstanding the first sentence of this section "Information Security Compliance," Contractor shall do all of the following:

- (1) Maintain an information security program in accordance with Section 63 (County Data).
- (2) Protect the confidentiality, integrity, availability of County Data.
- (3) Upon confirming any Breach that impacts the County, whether caused by Contractor, its

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officers, employees, contractors or agents, or others performing services hereunder, the Contractor shall notify the ISO at [o365-iso-team@scccconnect.onmicrosoft.com](mailto:o365-iso-team@scccconnect.onmicrosoft.com) within 72 hours. Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

64. COUNTY DATA

- (1) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement or as required by law, subpoena, or court order.
- (2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, County shall provide to Contractor direction regarding the proper disposition of County Data.
- (3) Contractor shall take appropriate action to address any confirmed Data Breach of County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing promptly within 72 hours of confirmed Data Breach. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors performing services hereunder with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations.

65. ACCESS TO COMPETITIVELY BID AGREEMENTS

Intentionally omitted.

66. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

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- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- (4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment, Decision, Determination, or Order" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments, decisions, determinations, or orders that (a) were issued in the five years prior to executing this Agreement by a court or investigatory government agency and (b) found that Contractor violated an applicable wage and hour or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached agreement with the County regarding the manner in which it will satisfy – any such final judgments, decisions, determinations, or orders.
- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Agreement: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision,

## Exhibit A, County of Santa Clara Terms and Conditions

Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.
- (9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:
  - (i) Suspend or terminate any or all parts of this Agreement.
  - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
  - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.



## **EXHIBIT B PRICE SUMMARY**

### **Section I - Service Fee Matrix**

- A. The pricing specified in the Pricing Matrix in Section B is net of group purchasing organization administrative fees. If the applicable administrative fee is increased or if County or any Facility affiliates with a different group purchasing organization, Cardinal Health reserves the right to adjust the Pricing Matrix accordingly in the amount of the increased administrative fee. Cardinal Health will provide notice of any increases in administrative fees sixty (60) days prior to the effective date of such increases, provided that if the group purchasing organization provides notice of such increase in administrative fees less than sixty (60) days from the effective date of such increase then Cardinal Health will provide notice when Cardinal Health becomes aware of such increases from the applicable group purchasing organization.
- B. The pricing offered in the Pricing Matrix below will be applicable to County's purchases of Plasma Products that are purchased through a GPO account, excluding 340B Products, any drop-shipped Products, flu Products, personal therapy Products and any Products sold through the consignment program.
- C. As of the Effective Date, the County shall be invoiced at Cost plus 0.00%. At the end of each calendar month during the term of this Agreement, Contractor will calculate the County's Monthly Purchases and payment terms performance for such calendar month to determine the rebate applicable to the County's Monthly Purchases for such calendar month based on the Pricing Matrix set forth below ("Applicable Monthly Rebate"). By the fifteenth (15<sup>th</sup>) day of each calendar month, Contractor will provide the County with a report of the DSO achieved by the County during the preceding month. The reported DSO achieved is the DSO achieved by the County minus one (1) day.
- D. Within thirty (30) days of the end of each calendar month under this Agreement, Contractor will issue a credit memo to County in an amount equal to County's Qualified Monthly Purchases of Cost of Goods-eligible Merchandise for the applicable month multiplied by the Applicable Monthly Rebate. If no payments are received by Cardinal Health from County during a calendar month, no rebate will be payable for such calendar month. If County's DSO exceeds the maximum DSO set forth on the Pricing Matrix, Cardinal Health reserves the right to add two and half basis points (0.025%) per each weighted average payment day beyond the payment term.

## Exhibit B, Price Summary

Specialty Pharmaceutical Distribution (SPD) Non-340B Plasma Days Sales																				
Days Sales Outstanding (DSO)																				
(6.0)	(5.0)	(4.0)	(3.0)	0.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0
-2.75%	-2.73%	-2.72%	-2.70%	-2.66%	-2.61%	-2.60%	-2.58%	-2.57%	-2.55%	-2.53%	-2.52%	-2.50%	-2.49%	-2.47%	-2.38%	-2.36%	-2.33%	-2.30%	-2.27%	-2.24%

- E. The cost of goods offered in the Pricing Matrix assumes electronic funds transfer (EFT) payments. However, there are no penalties if the County discontinues using EFT.
- F. For purposes of this Agreement, the term “Qualified Purchases” means all purchases that County pays for under the terms this Agreement net of all returns, credits, rebates, late charges or other similar items on an annual, quarterly or monthly basis as applicable.
- G. Except as otherwise described in this Agreement, County will pay a purchase price for all Merchandise purchased under this Agreement in an amount equal to the manufacturer’s published wholesale acquisition cost for Merchandise at the date of Cardinal Health invoice to the Facility, adjusted to reflect any then-applicable contract pricing (“Cost”) plus all applicable taxes or other assessments.

The percentage listed in the Pricing Matrix above (the “Cost of Goods”) will be utilized to calculate additional discount. This discount will be paid to Santa Clara monthly as further set forth below.

H. Payment Term Options:

-6.0 DSO- County will, at least five (5) business days prior to the Effective Date of this Agreement, make an advance payment to Cardinal Health in an amount equal to twenty-one (21) days’ purchases. The advance payment will be held by Cardinal Health as a deposit (the “Deposit”), and Cardinal Health will have a security interest in the Deposit to secure payment of all of County’s obligations, now existing, and arising in the future, under this Agreement. Payment of all invoices will be due in accordance with the 15.0 DSO payment term. The Deposit will be evaluated and adjusted each calendar quarter based on the average preceding three (3) months’ purchases and your payment performance based on Weighted Average Payment Days (“WAPD”). If, based on such evaluation, the Deposit is under-funded, Cardinal Health will send a statement to County requesting payment of the difference. County will, within ten (10) days of the date of such statement, pay the difference to Cardinal Health and the difference will be added to the Deposit upon receipt by Cardinal Health. If, based on such evaluation, the Deposit is over-funded, Cardinal Health will send a statement to County with payment of the difference in the form of check or credit memo as mutually determined by the parties.

## Exhibit B, Price Summary

-5.0 DSO- County will, at least five (5) business days prior to the Effective Date, make an advance payment to Cardinal Health in an amount equal to twenty (20) days' purchases. The advance payment will be held by Cardinal Health as a deposit (the "Deposit"), and Cardinal Health will have a security interest in the Deposit to secure payment of all of County's obligations, now existing, and arising in the future, under this Agreement. Payment of all invoices will be due in accordance with the 15.0 DSO payment term. The Deposit will be evaluated and adjusted each calendar quarter based on the average preceding three (3) months' purchases and County's payment performance based on Weighted Average Payment Days ("WAPD"). If, based on such evaluation, the Deposit is under-funded, Cardinal Health will send a statement to County requesting payment of the difference. County will, within ten (10) days of the date of such statement, pay the difference to Cardinal Health and the difference will be added to the Deposit upon receipt by Cardinal Health. If, based on such evaluation, the Deposit is over-funded, Cardinal Health will send a statement to County with payment of the difference in the form of check or credit memo as mutually determined by the parties.

-4.0 DSO- County will, at least five (5) business days prior to the Effective Date, make an advance payment to Cardinal Health in an amount equal to nineteen (19) days' purchases. The advance payment will be held by Cardinal Health as a deposit (the "Deposit"), and Cardinal Health will have a security interest in the Deposit to secure payment of all of County's obligations, now existing, and arising in the future, under this Agreement. Payment of all invoices will be due in accordance with the 15.0 DSO payment term. The Deposit will be evaluated and adjusted each calendar quarter based on the average preceding three (3) months' purchases and County's payment performance based on Weighted Average Payment Days ("WAPD"). If, based on such evaluation, the Deposit is under-funded, Cardinal Health will send a statement to County requesting payment of the difference. County will, within ten (10) days of the date of such statement, pay the difference to Cardinal Health and the difference will be added to the Deposit upon receipt by Cardinal Health. If, based on such evaluation, the Deposit is over-funded, Cardinal Health will send a statement to County with payment of the difference in the form of check or credit memo as mutually determined by the parties.

-3.0 DSO- County will, at least five (5) business days prior to the Effective Date, make an advance payment to Cardinal Health in an amount equal to eighteen (18) days' purchases. The advance payment will be held by Cardinal Health as a deposit (the "Deposit"), and Cardinal Health will have a security interest in the Deposit to secure payment of all of County's obligations, now existing, and arising in the future, under this Agreement. Payment of all invoices will be due in accordance with the 15.0 DSO payment term. The Deposit will be evaluated and adjusted each calendar quarter based on the average preceding three (3) months' purchases and County's payment performance based on Weighted Average Payment Days ("WAPD"). If, based on such evaluation, the Deposit is under-funded, Cardinal Health will send a statement to County requesting payment of the difference. County will, within ten (10) days of the date of such statement, pay the difference to Cardinal Health and the difference will be added to the Deposit upon receipt by Cardinal Health. If, based on such evaluation, the Deposit is over-funded, Cardinal Health will send a statement to County with payment of the difference in the form of check or credit memo as mutually determined by the parties.

Exhibit B, Price Summary

0.0 DSO- County will, at least five (5) business days prior to the Effective Date, make an advance payment to Cardinal Health in an amount equal to fifteen (15) days' purchases. The advance payment will be held by Cardinal Health as a deposit (the "Deposit"), and Cardinal Health will have a security interest in the Deposit to secure payment of all of County's obligations, now existing, and arising in the future, under this Agreement. Payment of all invoices will be due in accordance with the 15.0 DSO payment term. The Deposit will be evaluated and adjusted each calendar quarter based on the average preceding three (3) months' purchases and County's payment performance based on Weighted Average Payment Days ("WAPD"). If, based on such evaluation, the Deposit is under-funded, Cardinal Health will send a statement to County requesting payment of the difference. County will, within ten (10) days of the date of such statement, pay the difference to Cardinal Health and the difference will be added to the Deposit upon receipt by Cardinal Health. If, based on such evaluation, the Deposit is over-funded, Cardinal Health will send a statement to County with payment of the difference in the form of check or credit memo as mutually determined by the parties.

3 DSO - Payment of each invoice is due in full within three (3) days of the invoice date.

4 DSO - Payment of each invoice is due in full within four (4) days of the invoice date.

5 DSO - Payment of each invoice is due in full within five (5) days of the invoice date.

6 DSO - Payment of each invoice is due in full within six (6) days of the invoice date.

7 DSO - Payment of each invoice is due in full within seven (7) days of the invoice date.

8 DSO - Payment of each invoice is due in full within eight (8) days of the invoice date.

9 DSO - Payment of each invoice is due in full within nine (9) days of the invoice date.

10 DSO - Payment of each invoice is due in full within ten (10) days of the invoice date.

11 DSO - Payment of each invoice is due in full within eleven (11) days of the invoice date.

12 DSO - Payment of each invoice is due in full within twelve (12) days of the invoice date.

13 DSO - Payment of each invoice is due in full within thirteen (13) days of the invoice date.

14 DSO - Payment of each invoice is due in full within fourteen (14) days of the invoice date.

Exhibit B, Price Summary

15 DSO - Payment of each invoice is due in full within fifteen (15) days of the invoice date.

16 DSO - Payment of each invoice is due in full within sixteen (16) days of the invoice date.

17 DSO - Payment of each invoice is due in full within seventeen (17) days of the invoice date.

18 DSO - Payment of each invoice is due in full within eighteen (18) days of the invoice date.

## EXHIBIT C CARDINAL HEALTH SPECIALTY PHARMACEUTICAL DISTRIBUTION RETURNED GOODS POLICY

Our goal is to ship every order accurately. In the event of an error, we will correct it. Please report miss-picks (wrong item), errors in quantity (over/short) and damages within two (2) business days of receipt. Controlled substance claims must be reported immediately per DEA requirements. Pricing errors must be reported within 10 business days from the invoice date.

Products in saleable condition generally can be returned. Certain products that are difficult to handle or are prone to counterfeiting or diversion are not returnable. Non-returnable items include those that are frozen or refrigerated; biological products, hazardous items, controlled substances and "special orders" such as drop ships. We cannot accept product purchased from suppliers other than Cardinal Health. Details of our return policy are summarized in the table below.

Please contact Customer Service for assistance with returns. Prior to returning product to Cardinal Health, customers must obtain a return authorization and provide Cardinal Health with an Ongoing Assurance Form (OGA) verifying that all returned merchandise has been kept under proper conditions for storage, handling and shipping.

Situation	Credit Issued
Cardinal Health error or damaged product*	100% if reported to Customer Service within 2 days and product is returned to our warehouse within 30 days
Return of product in saleable condition* <ul style="list-style-type: none"> <li>• Product must have at least 3 months dating</li> <li>• Original packaging must be unopened and free of stickers, markings or damage</li> </ul>	90% of invoice price (10% restocking fee#)
Return of product not in saleable condition; product can be returned to vendor*	75% of invoice price (25% restocking fee)
Return of product not in saleable condition; product cannot be returned to vendor	No credit; do not return
Return of refrigerated products, controlled substances, "special orders" such as drop ships, hazardous items or product purchased from suppliers other than Cardinal Health	No credit; do not return

\*The acceptability, valuation, and acceptance of any return is at the sole discretion of Cardinal Health and/or the manufacturer.

Exhibit C, Cardinal Health Special Pharmaceutical Distribution Returned Goods Policy

**Other Restrictions**

This policy is subject to change without notice by Cardinal Health. This policy is further subject to modification as Cardinal Health may deem necessary or appropriate to comply with applicable federal and/or state laws, rules and regulations, FDA guidelines and any other restrictions applicable to returned merchandise. Seasonal products (e.g. flu vaccines) will be governed by a separate return policy.

Exhibit D, Insurance Requirements

**EXHIBIT D  
INSURANCE REQUIREMENTS**

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance evidencing the coverage required herein has been obtained.

This evidence of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

Should any of the required insurance be canceled or non-renewed, Contractor will endeavor to provide 30 days' prior written notice of such cancellation or non-renewal being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Personal Injury - \$1,000,000
  
2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Personal Injury liability
  
3. Products/Completed Operations - \$1,000,000 per occurrence/\$2,000,000 aggregate



## Exhibit D, Insurance Requirements

General liability coverage shall include the following:

To the extent that the Contractor is not self-insured for Commercial General Liability and Products and Completed Operations Liability, County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara, its officers, agents and employees will be named as additional insureds in such insurance policies and such additional insured coverage will only apply to the additional insureds' liability for damages caused by the acts of omissions of the Contractor in performance of this Agreement. The Contractor's insurance shall be primary and non-contributing to insurance maintained by the County of Santa Clara. Such additional insured status will end upon the termination or expiration of this Agreement. The parties hereby acknowledge and agree that Contractor may self-insure all or a portion of the required insurance, and to the extent that Contractor does self-insure, such insurance will not be deemed to exceed the scope of coverage and or limits that would have been provided in an actual policy of insurance that satisfies the insurance requirements. Further, no insurance coverage maintained by Contractor, whether self-insurance or otherwise, will be construed to expand any indemnification obligations that may be contained in this agreement, nor will additional insured status be granted on those self-insured policies.

4. Workers' Compensation and Employer's Liability Insurance
  - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
  - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

## Exhibit E, Statement of Work

## EXHIBIT E STATEMENT OF WORK

### A. ORDERING EQUIPMENT

Ordering System. Cardinal Health shall utilize their online ordering platform Order Express, which is real time access through the internet.

Other Ordering Tools:  
Cardinal Health Mobile App

Cardinal Health's procedure for communicating and providing updates or systems changes and training on any changes shall be through the County's Cardinal Health Representative. Cardinal Health Representatives shall meet weekly with County pharmacy purchasing staff and provide necessary training on any new enhancements or updates in the ordering system.

Scheduled maintenance of Order Express shall, unless advance written warning is provided to the County, be performed without downtime. Maintenance windows shall ordinarily occur Saturday evenings after 8:00 PM through Sunday morning. All Order Express maintenance shall take place during this scheduled weekend maintenance window; however, system maintenance may not necessarily be performed every weekend. Notification of downtime shall be communicated in advance of scheduled maintenance. Customers can contact their Sales Consultant or Customer Service at (800) 926- 3161 to place orders in the event that online ordering is unavailable due to planned or unplanned system downtime.

#### System for Data Backups

Cardinal Health's data for online Order Express ordering system shall be backed up throughout the day and have redundant systems to make sure that if one part of ordering system goes down the data is not lost and another part of the system can be brought up.

Data Exchange: Cardinal Health shall utilize their EDI interface group to do data exchanges. Cardinal Health shall maintain and add standard interfaces with Willow Epic and shall install on County systems any updates and upgrades customarily provided to its customers as a standard EDI.

Cardinal Health shall maintain and add standard interfaces built with Swisslog for their BoxPicker system and shall install on County systems any updates and upgrades customarily provided to its customers as a standard EDI.

#### Computer systems requirements/EDI

All of the EDI transaction sets listed herein shall be in place and ready to use by County

Transaction Set	Direction
810 – Invoice to Customer	Outbound
850 – Purchase Order	Inbound
855 – Purchase Order Confirmation	/Outbound
856 – Shipment Notice/Manifest- PROPOSER	/Outbound
816 Remittance Advise	Inbound
820 – Payment (EFT)/Remit Advice	Inbound
832 – Price Sales Catalog	Outbound

## Exhibit E, Statement of Work

Cardinal Health will provide a training orientation and training program to County staff with furnished equipment and automated ordering systems to satisfy the minimum training requirements for County listed below.

- Proper use of order entry devices including computer and handheld units
- How to access and interpret Contractor's inventory status Order placement process (product inquiry, placement, order edit, print back confirmation, etc.)
- Any required ordering system maintenance
- Downloading price changes
- Performing file maintenance
- Requesting or printing bar code labels
- Download/Run/Print/Export contractually required reports
- Identifying County contract products
- Any other commercially available training in use of the equipment or ancillary items
- Contact information in case of questions regarding ordering
- Training guides or manuals and system operating manuals, accessible on line (including all updates), for all equipment and software furnished by the Contractor to each individual ordering facility
- Assigning of account login IDs and passwords
- Item Return Processing Training

Ordering System(s) Back-up Service, Maintenance and Repair

Order Express Emergency Ordering will be available if Order Express is not available. Products shall be able to be entered or scanned into the system to create an order to ensure items can be received by County on-time.

For 24 hours per day 7 days a week ordering support of all SPD ordering systems, customers can call 1.866.677.4844 or email [gmb-spd-priorityacctordering@cardinalhealth.com](mailto:gmb-spd-priorityacctordering@cardinalhealth.com). Cardinal Health shall not charge for support of its ordering system. If County is unable to place an order in the system, it will call Customer Service to place the order at 866.476.1340 from 5:00AM – 4:00PM Pacific time, and 866.677.4844 for after-hours assistance.

## **B. ORDER PLACEMENT**

Cardinal Health shall provide an ordering method that allows the facility to quickly and accurately order County contract products, within the technological capabilities of County. Orders can be made via fax, phone, email, and online.

Cardinal Health's ordering systems shall provide the following functionalities:

- Clearly identify all County contract products and whether these products are in stock
- Build and place electronic orders
- Review pending orders for correctness and contract compliance
- Provide online allocation of ordered amounts
- Receive order confirmation report
- Order Express displays a product's stock status using intuitive stop-light color indicators:
  - Green - in stock
  - Red - out-of-stock
  - Yellow - less than one day inventory.

## Exhibit E, Statement of Work

The Cardinal Health online ordering system promotes shall display contract priority, alias, and color codes as well as alerts in the Opportunity Analysis section of Analyze Order.

Order Discrepancies: Should an order discrepancy occur, County staff will call or email Cardinal Health's Customer Service and report the discrepancy. Cardinal Health Customer Service shall help the pharmacy staff with a Merchandise Return Authorization (if applicable) to help in the process of tracking and securing appropriate credit for the County. Once an item is returned and research is completed a credit will be issued as described herein.

Cardinal Health's online ordering system shall have the ability to display the following information, Data Fields:

- County' facility name
- Contractor assigned account number
- Product Name
- Contractor's Product Number
- Generic Name
- Product Description
- Strength
- Packaging
- Manufacturer
- Unit dose indicator
- Form (e.g., tablet, capsule, etc.)
- National Drug Code (NDC) for applicable products
- Wholesale Acquisition Cost
- Average Wholesale Cost
- Orange Book Rating
- Universal Product Number (UPN), where applicable
- Universal Product Code (UPC), where applicable
- Product Control Schedule (e.g., CII)
- DEA number (where applicable)
- HIN number (where applicable)
- Type of contract – contract identification or code that identifies product as a locally negotiated County contract product, Vizient contract product, non-contract, 340B, or alternate contract product
- Contract price (specific to the pricing and contract eligibility of each customer).
- Product denoted as available as a Drop Shipment
- Product inventory status (e.g., stocked, unavailable due to MBO, Contractor Out of Stock, or allocation situations)
- Real-time product inventory quantity available (product in stock minus those allocated to orders)
- Alternate product search option
- Product inquiry search option
- Automatic substitution information option

Controlled substances (e.g., CII) and drop shipments shall be identified in Cardinal Health's ordering screen. Controlled substance orders shall be broken out into separate tabs in the ordering platform. There shall be no additional fees assessed for CII.

## Exhibit E, Statement of Work

Cardinal Health utilizes “fill or kill” policies for orders of SPD products; Cardinal does not systematically hold open orders as backorders. Cardinal system shall include the option to check availability at time of ordering and offers a suggested alternative product if an item is out of stock. If an item is out of stock, County may call Cardinal Health representative to discuss an estimated release date (if available) or potential alternative products. If an item is out of stock, the County shall have the right to purchase such Merchandise from other sources and such purchases shall be excluded from the ninety percent (90%) purchase requirement.

### **Recalls**

Manufacturer recall notices shall be reported to the Cardinal Health corporate regulatory department. Cardinal Health site recall coordinators shall follow established procedure to verify and quarantine affected product, generate and distribute recall notices (e.g., email) to customers based on sales history of affected product, dispose of or transfer product based on the manufacturer's instructions and record and monitor customer responses. All lot numbers for all products shall be logged into our warehouse management system at the time of receipt and shipment. Accurate inventories and sales distributions of all lot numbers shall be maintained.

### **Allocations**

Our allocation approach is based on a "fair share" distribution methodology. In the event of a manufacturer shortage of specialty products, Cardinal Health shall allocate product quantities based on customers' historical demand and quantities available to Cardinal Health from the manufacturer. County may discuss product availability and their allocation by contacting your designated sales contact. The Cardinal Health sales team will work with Cardinal Health inventory management – and/or directly with the manufacturer – to determine if the product request can be expedited through other means, as well as to receive updates on release dates. The Cardinal Health sales team will also work with County to order a suggested alternative product, if applicable. In the event an allocation is, in the County's sole discretion, deemed insufficient to meet the County's needs, the County shall have the right to purchase such Merchandise from other sources and such purchases shall be excluded from the ninety percent (90%) purchase requirement.

### **Discontinued Products**

When trying to place an order on a discontinued item through Order Express, the order screen will display an alert that shows the product is discontinued. If the order is submitted via EDI or another interface, the invoice will show that the items have been discontinued by showing “Omit code 5” as the code for a manufacturer discontinuation.

### **Partial Fills**

Maximum inventory allocation reached and Cardinal Health shall apply a fair share allocation program that is typically set at 150% of actual monthly usage. If County needs more product than what it is allocated under an allocation situation, a Cardinal Health Representative can override the allocation (within reason) to help get County the necessary ordered goods.

Confirmation Printback/Order Confirmation: All orders processed through the electronic ordering system shall receive a confirmation printback or order confirmation generated from Cardinal Health's system and sent to County.

Customer Service shall send an order confirmation immediately once the order is placed.

The Order confirmation shall reflect the total line item cost of County's special order.

Exhibit E, Statement of Work

**Controlled Substances Ordering System**

- Paper Method

For County pharmacies electing to use the paper DEA 222 Form, completed forms will be picked up by the courier and delivered back to the servicing Cardinal Health distribution center. Schedule II orders will be delivered within two (2) business days of the servicing distribution center's receipt of the signed DEA 222 form. All Schedule II orders must be in compliance with DEA regulations.

There shall be no extra charges for controlled substances. So long as the shipment is made by the order cut off time, it will be delivered in the next morning order. Controlled item shall be shipped in red totes. The totes shall be sealed with ties to ensure that the tote has not been tampered with. Items must be checked and signed off by County authorized receivers before the courier can leave, all done so in compliance with DEA requirements.

- Electronic Method

Cardinal Health shall offer to the County CSOS Anywhere.

CSOS certificates contain the same identification information as the DEA Form 222, which allows for timely and accurate validation by Cardinal Health. Faster transactions allow for just-in-time ordering and smaller inventories.

With CSOS Anywhere COUNTY' controlled substance order is shipped with the rest of the original order.

There shall be no additional shipping charges for orders placed using CSOS.

Technical Support for Ordering

Cardinal Health shall work with County's automated dispensing cabinet (ADC) vendor to provide pharmaceuticals for specific ADC by location. This shall be done by using Cardinal Health's CardinalASSIST automated logistical process.

Automatic Substitution will only be permitted upon written authorization by the County.

Whenever Cardinal Health shall implement the Automatic Substitution process, County must first provide prior approval, County must be notified of the substitution, and the substituted item must be annotated as such on County's order confirmation.

Cardinal Health's system shall have the capability to allow each County account as it identifies its own back orders to designate its own automatic substitutions.

Cardinal Health shall maintain an adequate inventory of the alternate product resulting from Automatic Substitution. There will be no special requirement to purchase the alternate product.

**Special Orders**

Several County accounts are eligible for the federal 340B Drug Pricing Program. Cardinal Health hereby represents and warrants that at all times and throughout this entire duration of this agreement that they are and will remain authorized, or otherwise in good standing, to distribute products covered by the 340B Drug Pricing Program to County that are eligible for the 340B program.

Cardinal Health shall administer contract pricing for County from multiple sources (be it contracts individually negotiated by the County with specific manufacturers, 340B contract pricing, 340B sub-ceiling pricing with groups such as TACHC or 340B PVP, etc.) Cardinal

Exhibit E, Statement of Work

Health shall set up multiple accounts for County to separate the contracts as required and also to be compliant with 340B regulations.

Cardinal Health shall allow the County to make large, one-time purchases that are inconsistent with historical ordering patterns, e.g., for disaster preparedness. Cardinal Health customer service and account manager shall work swiftly to arrange for County to receive large one-time purchases (such as the penny buy opportunities). If there is no back order, Cardinal Health shall secure the product within 3 to 5 business days depending on where the manufacturer's Distribution facility is located.

If for any reason the product has to be returned, if the manufacturer will honor a return. Cardinal Health shall work with the County to identify manufacturers who are willing to typically accept return if needed. The manufacturer may have a restocking fee. If so the restocking fee would be passed on to the County.

### **C. DELIVERY**

Cardinal Health shall coordinate deliveries to the locations detailed herein. Additional facilities may be added to the Agreement via amendment.

Cardinal Health SPD shall ship only by established couriers such as FedEx or UPS and shall ship Next-Day Air only. Cardinal Health shall provide tracking information to County and monitor each shipment through delivery confirmation. All specialty orders placed prior to 4 p.m. PST shall ship the same day. In the event an order is intentionally held due to circumstances beyond the reasonable control of Cardinal Health or the carriers, such as natural disasters, weather issues, mechanical failures, etc., Cardinal Health will proactively communicate with County. In the event of such delivery delay, in the County's sole discretion, the County shall have the right to purchase such Merchandise from other sources and such purchases shall be excluded from the ninety percent (90%) purchase requirement and the Merchandise originally ordered through Cardinal Health shall be returned without imposition of shipping charges or penalty of any kind whatsoever.

SPD shall provide free shipping for standard deliveries, which includes:

Refrigerated and frozen pharmaceuticals: FedEx Next-Day Air for delivery the next business day.

Ambient temperature pharmaceuticals shall be shipped: FedEx Ground for delivery within 2 to 3 business days.

Only expedited shipments, or delivery costs associated with drop-shipped products charged by the manufacturer, will be passed through to County. All products are purchased directly from the manufacturer and sold only to the end user for guaranteed supply chain integrity. Cardinal shall not purchase products from any source other than directly from the manufacturer.

All items ordered shall be packaged, marked and delivered to the authorized delivery point requested in the order. Ordered items shall be packaged in such a way as to secure items from breakage and pilferage.

Exhibit E, Statement of Work

**Damaged Products Discovery**

County should inform Cardinal Health Customer Service of miss-picks (wrong item), errors in quantity, (over/short), lost or damaged product within two (2) County business days.

County may contact customer service at 866.677.4844 for assistance with returns (if applicable). Prior to returning product to Cardinal Health, County must obtain an MRA from Customer Service.

County staff can also request an MRA (merchandise return authorization) to Customer Service to return the damaged items to the courier for credit.

**Cardinal Health Holiday/Closure Schedule**

Cardinal Health shall communicate holiday schedules by emails from the designated Customer Service Representative and the Sales Consultant. The holiday schedule reminders typically go out 2 weeks before the holiday.

Cardinal Health takes six official company holidays: Martin Luther King Jr. Day (always the third Monday in Jan), Memorial Day (always the last Monday in May), Labor Day (always the first Monday in Sept), Thanksgiving (always the fourth Thursday in Nov), Fourth of July, Christmas Day, New Years. If the Fourth of July holiday, Christmas and New Year's land on a Saturday, then the DC will be closed on Friday. If the Fourth of July, Christmas and New Year's land on a Sunday, then the DC will be closed on Monday.

All products shall be delivered at once except for drop ship orders which come separately from the manufacturers. Cardinal Health shall maintain a compliance officer and courier manager who will work closely with the contracted courier service to make sure they are fully compliant with all regulations to correctly and safely complete each delivery.

**Drop Ship**

The ordering process for drop-ship products is manufacturer-driven; each manufacturer may determine the order cut-off time, order method and shipping method/timing for their product(s). Depending on the manufacturer's cut off time, shipping schedules, etc., drop ship orders are usually received within three (3) to five (5) business days. Once the customer's account is set up for drop shipments, County staff may place orders online via Cardinal Health's Order Express website, or via phone, EDI, email or fax. If an order includes drop-ship items, a purchase order (PO) shall be generated. A Cardinal Health SPD customer service representative will use the PO to facilitate the drop-ship order with the manufacturer using the manufacturer's preferred order process (email, EDI, phone, etc.). Cardinal Health SPD will communicate with County on manufacturer ordering process for items used by County to align expectations. the County shall have the right to purchase such Merchandise from other sources and such purchases shall be excluded from the ninety percent (90%) purchase requirement.

In the event a drop shipment is required by Cardinal Health to meet a County order for a quantity of County contract products because the quantity requested exceeds Cardinal Health's inventory, there shall be no additional charges for the drop shipment.

Freight charges are an unknown factor when placing a drop ship order, whether it is by phone, fax, or email. Until the product is actually shipped, Cardinal Health does not have visibility as to potential shipping fees. Prior to final order placement, Cardinal Health shall communicate and get County approval for actual freight fees as applied may be applicable.



## Exhibit E, Statement of Work

**Delivery for Special Products**

Special Products are those orders/items outside the routine delivery method of the PPD requiring special handling. Examples of these products include but are not limited to: biological products, vaccines, controlled substances, etc.

The manufacturer shall appropriately ship pharmaceuticals that have temperature restrictions, both refrigerated and frozen in such that the goods are protected and in a usable manner upon arriving per manufacturer specifications.

Cardinal Health shall clearly identify any products that would be considered outside the routine delivery method and therefore considered Specialty Products. Large categories of products shall be broken out so that County can easily identify which products require special handling. Chemotherapy items are shipped with chemotherapy labels applied to the outside.

If the County reserves the right to reject any shipment in the event the product(s) have not been adequately packaged.

Controlled substances (e.g., will controlled substances shall be packaged separately from the rest of the delivery order) shall be packaged in accordance with current DEA requirements.

**D. INVOICING**

Order Invoice and Payment. Cardinal Health shall submit an invoice with each order. Invoices must be only for the amount of product delivered and not the amount ordered. Quantity ordered and quantity shipped shall be based on the packaging associated with the NDC number. An invoice shall have the following detail:

- County Facility Name
- Offeror-assigned account number for County
- Invoice number
- Invoice line number
- County' purchase order number
- Invoice date
- Offeror's SKU item number
- NDC (11 digit)
- Controlled substance classification
- Product Name/Description
- Packaging as associated with NDC number
- Unit price
- Quantity ordered
- Quantity shipped
- Extension (unit price multiplied by the quantity shipped)
- Total invoice price
- Type of transaction (locally negotiated County-contracted purchase, other contract purchase (e.g., 340B, GPO contract, off-contract purchase)
- Service fee per line item
- Note: A service fee will only apply if a manufacturer charges for a drop-ship item.
- Bill to name/address
- Ship to name/address

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- Applicable omit codes (e.g., manufacturer backorder, wholesaler temporarily out, manufacturer discontinued, etc.)
- \*Cash discounts must be indicated on each invoice as a written statement (e.g., “Terms: 1 percent 20 days” or “Cash Discount: 1 percent 20 days”) Note: This can be added to each invoice.

Cardinal Health shall, upon request by the County, customize the invoice and what types of modifications would be available at no cost to County.

Each omit code that may be used by Cardinal Health:

- Mfr Backorder,
- Warehouse Out
- Manufacturer Out
- Not stocked
- Mfr Discontinued
- Warehouse Discontinued
- Drug Recall
- New Item/Stock Unveil
- Restricted item

Invoice Rounding shall be done to the hundredth of a cent (two digits after decimal), and shall occur at the line item level.

#### **E. CREDITS**

Once funds are cleared by the County’s banking system and once they are received by Cardinal Health, the funds are applied to the account the same day they are received so that proper credit is given.

Cardinal Health shall perform an audit one month prior to June 30 to ensure that all outstanding credits have been applied to the appropriate accounts. Additionally, at that time, Cardinal Health shall expedite the resolution of any items in dispute.

Cardinal Health shall issue a credit memo to the County identifying any amount due to the County resulting from an order placed under this contract (i.e., refunds of overcharges, return of defective goods and cancellation of order after payment has been made to contractor, etc.) In the event that County purchases are insufficient to offset the amount of any credit memo within (45) days of the issuance of the credit memo, Cardinal Health shall issue a refund to the County.

Credits shall be issued daily Monday – Friday. No Saturday or Sunday returns are processed. Credits shall be made available (and for viewing) to County on-line, with the option to print a hard copy.

Cardinal Health shall conduct an audit of the disputed amount to determine the level of overcharge/undercharge three (3) business days. Once this has been completed, a credit shall be immediately issued, if warranted.

Credits are valid indefinitely and may be cashed out.

## Exhibit E, Statement of Work

Manufacturer credits shall be handled upon receipt from the manufacturer, credit is typically processed within 1-2 business days. The manufacturer credit memo is referenced on the Cardinal Health credit memo for County to backtrack on credits.

Cardinal Health shall send out manufacturer recall credits to the County as the recall notices are received by the manufacturers. Credit is issued when the recalled product is received by Cardinal Health. Cardinal Health will not accept returns of partial units unless the product is part of a manufacturer recall. In such instances, the recall notice will indicate whether the manufacturer is willing to accept a return of partial units. In the case of manufacturer recall, credit shall be issued on the partial unit as opposed to the full unit cost.

Cardinal Health credit memo shall contain, and clearly identified as such:

- Original purchase order
- Original Offeror invoice number
- Original order date
- Itemized listing of the product(s) affected
- Any rebill associated with the credit
- The reason(s) for the credit (e.g., manufacturer credit, merchandise return, etc.).
- Net credit amount available to County.

### **Rebills**

Cardinal Health shall maintain the ability to process credit/rebills up to 13 months from the original invoice date; however, each manufacturer/supplier may have unique timeframes for which they will honor Credit/Rebills, regardless of cause. If a supplier will allow credit beyond 13 months, Cardinal Health shall pass along this credit upon receipt of funds from the supplier. As required by GPO contract language, Cardinal Health shall adhere to GPO guidelines for processing credit/rebills.

Cardinal Health shall process credits/rebills on a daily basis. As issues are identified Cardinal Health shall make best efforts to resolve within one business day right away.

Cardinal Health rebill memo shall specifically include:

- Original purchase order
- Original Offeror invoice number
- Original order date
- Itemized listing of the product(s) affected
- Credit memo associated with the rebill
- All rebill invoices, including rebill invoices, County is able to obtain online.

Cardinal Health shall process credits/rebills on a daily basis. All credits and rebills to be completed by Cardinal Health prior to the end of the fiscal year, June 30<sup>th</sup> of each year. Credits and rebills shall be processed on an ongoing basis as the need arises and they are completed as quickly as possible.

## **F. CHARGEBACK DENIALS**

As outlined in Section 2 of Exhibit A, Cardinal Health shall work with the County for chargeback denials. Cardinal Health shall ensure chargebacks are reconciled within six months of purchase. Cardinal Health shall not re-bill the County for any Merchandise sold under this Agreement more than six months after purchase of such Merchandise.

## Exhibit E, Statement of Work

Cardinal Health shall notify the County within two days turnaround after confirmation of valid chargeback denial from supplier.

**810 EDI Invoices**

Cardinal Health shall provide 810 EDI invoices to County.

**Invoice Audits**

Cardinal Health shall audit the integrity of all contracted products purchased in Cardinal Health's system. Contract product and pricing audit reports shall be run and verified against the documentation submitted from the manufacturers. Contract pricing above wholesale acquisition cost shall be indicated on the audit report and reviewed for unit of measure issues. County Contract Management has extensive quality controls in place to ensure accuracy of the contract price entered.

Cardinal Health shall work with suppliers to submit all contract product and pricing electronically. Cardinal Health's automated system shall accept the manufacturer documentation electronically and compare against the contract system. If the price was loaded after the effective date of contract, credits and rebills are processed if customers are due additional credit. All purchases shall be audited for contract compliance with full visibility at the time of order.

Cardinal Health shall also perform a manual price audit using independent data, upon request by County.

If a discrepancy is noted by a third party, and it is verified by the manufacturer, Cardinal Health shall adjust the price accordingly and issue credit. Full pricing audits are limited to once a year.

Cardinal Health (within Order Express) shall have a non-Cardinal Health field available to help County track non-Cardinal Health product purchases.

**G. PAYMENT**

County will utilize an established electronic fund transfer (EFT) payment requirement.

**H. DELIVERY LOCATIONS**

Pharmacy
SCVMC In-Patient Pharmacy (IP) 751 S Bascom Ave, San Jose, CA 95128
O'Connor Hospital 2105 Forest Ave, San Jose, CA 95128
Saint Louise Regional Hospital 9400 No Name Uno, Gilroy, CA 95020
SCVMC Discharge Pharmacy 751 S. Bascom Ave San Jose, CA 95128
SCVMC Outpatient Pharmacy (OPD) 751 S. Bascom Ave. Suite 1Q120A San Jose, CA 95128
MRSD (Materials Receiving & Supply Dept.) 751 S Bascom Ave, San Jose, CA 95128
SCVMC Lab 751 S Bascom Ave, San Jose, CA 95128
SCVMC Med Dietary 751 S Bascom Ave, San Jose, CA 95128

## Exhibit E, Statement of Work

Pharmacy
SCVMC Diagnostic Imaging 751 S Bascom Ave, San Jose, CA 95128
VHC at Bascom Pharmacy (VHC) 750 S. Bascom Ave., San Jose, CA 95128
SCVHHC Refill Center Pharmacy (RC) 871 Enborg Ct., San Jose, CA 95128
Enborg Lane Pharmacy (ELP) 2221 Enborg Ln., San Jose, CA 95128
VHC at Tully Pharmacy (TUL) 500 Tully Rd., San Jose, CA 95111
VHC at Moorpark Pharmacy (MPK) 2400 Moorpark Ave. Suite 101 San Jose, CA 95128
VHC at Milpitas Pharmacy (SIL) 143 N Main St. Milpitas, CA 95035
VHC at East Valley Pharmacy (EVC) 1993 McKee Rd., San Jose, CA 95116
VHC at Lenzen Pharmacy (PH) 976 Lenzen Ave. San Jose, CA 95126
VHC at Sunnyvale Pharmacy 660 S Fair Oaks Suite 1057 Sunnyvale, CA 94088
VHC at Gilroy Pharmacy (GIL) 7475 Camino Arroyo Suite 1025 Gilroy, CA 95020
VHC at Downtown Pharmacy (DTN) 777 E. Santa Clara St. San Jose, CA 95112
Pharmacy Purchasing 871 Enborg Lane, Unit 200 San Jose, CA 95128
VSC Oncology Pharmacy 751 S. Bascom Ave. Suite BQ115 San Jose, CA 95128
O'Connor Outpatient Pharmacy 2101 Forest Ave., Suite 122 San Jose, CA 95128

## Exhibit F, Consignment Program

## EXHIBIT F CONSIGNMENT PROGRAM

### CARDINAL HEALTH SPECIALTY PHARMACEUTICAL DISTRIBUTION CONSIGNMENT AGREEMENT

#### 1. General.

a. *Facilities.* Customer owns and operates hospitals and other health facilities (the "Facilities") listed on Schedule 1.a.

b. *Products.* Each of the Facilities dispenses, among other things, IVIG, Albumin, applicable hemophilia factors and other specialty products ("Specialty Products"). The Specialty Products located at the Facilities are collectively referred to as the "Specialty Product Inventory."

c. *Purchase Commitment.* Customer shall purchase 90% of its requirements for Specialty Products from Cardinal Health, subject to the terms of this Consignment Agreement. Notwithstanding the foregoing, Customer shall have the right to procure from third parties any Specialty Products not available from Cardinal Health.

#### 2. Purchase Terms.

a. *GPO Members.* If Customer is a member of a group purchasing organization that has an agreement with Cardinal Health setting forth the terms of purchase of Specialty Products from Cardinal Health ("GPO Agreement") and Customer has taken such steps as are necessary to purchase Specialty Products pursuant to the terms of the GPO Agreement (e.g., Customer has signed a Letter of Commitment with Cardinal Health if necessary), then Customer's purchase of Specialty Products shall be governed by the terms of the GPO Agreement. Notwithstanding the foregoing, in the event of a conflict between the terms of the GPO Agreement and this Consignment Agreement, the terms of this Consignment Agreement shall govern with respect to Customer's purchase of Consignment Product.

b. *Other Purchasers.* If Customer is not purchasing the Specialty Products from Cardinal Health pursuant to the terms of a GPO Agreement, the terms of this Consignment Agreement shall govern Customer's purchase of Specialty Products from Cardinal Health.

#### 3. Consigned Inventory.

a. *General.* Cardinal Health agrees to provide the Products listed on Schedule 4.b. to the Facilities on consignment in accordance with the terms and conditions set forth in this Consignment Agreement ("Consigned Inventory"). Cardinal Health shall retain title to Consigned Inventory until purchased by Customer in accordance with the terms of this Consignment Agreement. The consignment arrangement contemplated by this Consignment Agreement is governed by the provisions of Article 9 of the Uniform Commercial Code, including Section 9-103(d).

b. *Delivery of Consigned Inventory.* Cardinal Health will deliver all Consigned Inventory to the Facilities FOB destination.

c. *Maintenance of Consigned Inventory by Customer.* Upon receipt of Consigned Inventory at the Facilities, Customer will bear all risk of loss or damage to Consigned Inventory for any reason. Customer shall handle, store and maintain the Consigned Inventory in accordance with product labeling and keep the Consigned Inventory in good and saleable condition. Customer shall store all Consigned Inventory in an area dedicated solely and exclusively to such Consigned Inventory, separate and apart from all other inventory of any kind and shall not commingle the Consigned Inventory with Customer's other inventory. Customer shall follow accepted pharmacy practices for rotating and dispensing the Consigned Inventory on a first expired, first out basis and shall at all times comply with the Consignment Inventory Par Level. Customer agrees to purchase any Consigned Inventory that expires as a result of Customer's failure to adhere to the foregoing.

d. *Financing Statements.* Customer authorizes Cardinal Health to file financing statements and other documents that Cardinal Health deems necessary to protect its interest in connection with the Consigned Inventory, proceeds thereof and this Consignment Agreement. Customer shall take any

actions reasonably requested by Cardinal Health from time to time to perfect or protect its interest in the Consigned Inventory.

e. *Liens; Maintenance of Consigned Inventory.* Customer shall not create, or permit or allow to exist, any lien, security interest, charge, restriction or other encumbrance upon or with respect to any of the Consigned Inventory; and Customer shall not permit any levy or attachment to be made against any of the Consigned Inventory arising out of any act or omission of Customer.

f. *Recordkeeping/Inspection Rights.* Customer shall maintain records and books of account containing complete information concerning all Consigned Inventory received, stored, and sold, including quantities purchased, quantities replaced by Cardinal Health, and the cash or collectible amounts received for sale of Consigned Inventory items. Cardinal Health shall have the right upon one (1) County business days' prior notice, to (i) enter during regular business hours, any of the Facilities for the purpose of examining and inventorying the Consigned Inventory, and (ii) examine Customer's books of account, prescription files, dispensing records and other business records, wherever located, which relate to the receipt, storage, and dispensing of Consigned Inventory.

g. *Automated Management System.* Intentionally omitted.

#### 4. Customer Purchase of Consigned Inventory.

a. *Purchase and Transfer of Title.* Cardinal Health shall retain title to Consigned Inventory until dispensed by Customer or until expired, lost, stolen or damaged, at which point Customer shall be deemed to have purchased such Consigned Inventory from Cardinal Health.

b. *Pricing of Consigned Inventory.* Initial pricing and applicable markup for the Consignment Inventory is in Schedule 4.b. and is subject to change at any time in Cardinal Health's sole discretion or upon Customer joining or leaving a group purchasing organization. Upon any changes, Cardinal Health shall deliver a new Schedule 4.b. to Customer. New pricing shall apply to any Consigned Inventory not yet purchased reconciled by Customer as set forth in this Consignment Agreement. Notwithstanding anything to the contrary in the GPO Agreement, or any other agreement between Customer and Cardinal Health or Cardinal Health 110, LLC ("PD"), the Specialty Products purchased pursuant to this Consignment Agreement are not eligible for any other discounts or rebates from Cardinal Health or PD, except as otherwise expressly set forth on Schedule 4.b.

c. *Invoicing.* Cardinal Health will invoice customer for the dispensed inventory upon a reconciliation/cycle count performed in accordance with this Consignment Agreement.

d. *Payment.* Intentionally omitted. Refer to Exhibit A.

e. *MEDICARE/MEDICAID DISCLOSURE.* If and to the extent any discount, credit, rebate or other purchase incentive is paid or applied by Cardinal Health with respect to the goods purchased hereunder, such discount, credit, rebate or other purchase incentive shall constitute a "discount or other reduction in price," as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute, on the goods purchased hereunder. Each Party agrees to use their best efforts to comply with any and all requirements imposed on sellers and buyers, respectively, under 42 u.s.c. § 1320a-7b(b)(3)(a) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 c.f.r. § 1001.952(h). In this regard, Customer hereunder may have an obligation to accurately report, under any state or Federal program which provides cost or charge based reimbursement for the goods or services covered under this agreement, the net cost actually paid by Customer.

#### 5. Replenishment and Reconciliation of Consigned Inventory.

a. **Consigned Inventory Par Level.** As the Facilities dispense the Consigned Inventory to patients, Customer shall order Specialty Products from Cardinal Health to replenish the Consigned Inventory and to ensure compliance with the Consigned Inventory Par Level. "Consigned Inventory Par Level" means the minimum level of Consigned Inventory to be held by Customer, as listed in Schedule 4.b. or as otherwise amended from time to time. The parties will review Consigned Inventory Products every six months to determine whether the Consigned Inventory Par Level reflects actual utilization. Following such review, the Consigned Inventory may be changed upon agreement by Cardinal Health and the Customer.

b. **Reconciliation.**

i. **Manual Reconciliation.** Customer shall submit an Inventory Reconciliation to Cardinal Health utilizing the reconciliation spreadsheet as listed in Exhibit A. Cardinal Health will perform a consignment reconciliation as set forth in Schedule 4.b. or on such other frequency mutually agreed upon by the parties.

ii. **Automated System Reconciliation.** Intentionally omitted.

iii. **RxID/RFID Reconciliation.** Intentionally omitted.

c. **Ordering/Replenishment.** Customer shall order Specialty Products from Cardinal Health as necessary to replenish Consigned Inventory and maintain the Consigned Inventory Par Level.

d. **Specialty Product Availability.** Cardinal Health cannot guarantee availability of specific items, brands, assays, or quantities of Specialty Products. Cardinal Health will make reasonable efforts to maintain adequate inventories to fulfill the needs of Customer. Cardinal Health shall not be held responsible for the manufacturer's inability to supply products, specific vial sizes, or any comparable products. Cardinal Health accepts no liability for any costs incurred in remedying such occurrence.

e. **Weekly Reconciliations.** In the event that Customer fails to provide information required to reconcile quantities of Consigned Inventory purchased by Customer and on hand, Cardinal Health shall have the right to require the Customer to provide inventory reconciliations on a weekly basis.

6. **Return Goods.** Cardinal Health may, in its sole discretion, require Customer to return Consigned Inventory that is within seven (7) months of its date of expiration by providing Customer with written notice ("Return Notice"). Within ten (10) business days of receipt of such notice, Customer shall return the applicable Consigned Inventory in compliance with Cardinal Health's Return Goods Policy then in effect. Cardinal Health's current Return Goods Policy can be found at:

<https://www.cardinalhealth.com/en/services/acute/pharmacy-services/specialty-distribution/ordering/returned-goods-policy.html>. Cardinal Health will exchange the returned Consigned Inventory with longer dated product, if available, but cannot guarantee exact quantities/units if not available in Cardinal Health's inventory or from the manufacturer. Cardinal Health and Customer will take reasonable steps to alert each other to any product dating issues. Any Consigned Inventory not returned within fifteen (15) business days of receipt of a Return Notice shall be deemed dispensed and purchased under this Consignment Agreement and shall be invoiced as part of the next reconciliation and invoicing process.

7. **Insurance.** Customer shall at all times carry all risk property insurance covering Consigned Inventory for full replacement value, naming "Cardinal Health, Inc. and its subsidiaries and affiliates" as a loss payee therein and, promptly upon request of Cardinal Health, shall furnish Cardinal Health with a certificate of insurance evidencing such coverage. Customer shall endeavor to ensure that the policy or policies of insurance will not be modified or altered to exclude the Consigned Inventory from coverage or cancelled without giving Cardinal Health thirty (30) days written notice. Customer shall be responsible for all deductibles for the all risk property insurance policy.

8. **Taxes.** Cardinal Health will be responsible for any personal property or inventory taxes on the Consigned Inventory and related interest and penalties. Customer shall pay when due, or reimburse Cardinal Health for, all taxes and governmental charges of any kind (other than franchise taxes and any taxes based on Cardinal Health's net income) imposed as a direct or indirect result of Customer's purchase of Consigned Inventory.

9. **Representations and Warranties.**

a. **Customer.** Customer hereby warrants and covenants to Cardinal Health that:

i. **No Security Interests and Liens.** There is no Uniform Commercial Code financing statement or other filed or recorded instrument in which any Customer entity is named and which any Customer entity has signed, or authorized anyone else to sign on its behalf, as debtor or mortgagor, now on file in any public office covering the Consigned Inventory. No mortgage, deed of trust, security agreement, charge, lease or other lien or security interest of any nature whatsoever which now covers or affects any property or interest therein of Customer now attaches to any of the Consigned Inventory or in any manner affects or will affect adversely Cardinal Health's right, title and interest therein.

ii. **Purchase for Own Use.** Customer's purchases of Consigned Product are for its "own use" in the Facilities, as "own use" is defined in judicial or legislative interpretations, and not for resale to anyone other than the end-user.

b. **Cardinal Health.** Cardinal Health represents, warrants and covenants that it will perform its obligations under this Consignment Agreement in accordance with applicable industry standards and applicable federal, state and local laws, rules and regulations ("Applicable Laws").

c. **Mutual.** Each Party hereby individually represents, warrants and covenants to the other Party that:

i. **Corporate Organization and Authority.** Such Party is a political subdivision of the State of California and has full right, power and authority to enter into and perform its obligations under this Consignment Agreement, the attached Schedules, and any other agreements or documents executed or delivered in connection with the consummation of the transactions contemplated hereby.

ii. **No Violation.** The execution, delivery and performance of this Consignment Agreement will not breach or violate any provision of any applicable law, rule or regulation or any order of any court or governmental agency or of the certificate of incorporation or By-Laws of such Party or of any indenture, mortgage, security agreement, loan or credit agreement, or other instrument to which such Party is a party or by which it or its property is bound.

iii. **Intentionally omitted.**

iv. **Compliance with Law.** Such Party shall comply with all Applicable Laws relates to performance of this Consignment Agreement and as applicable to the Consigned Inventory.

d. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CARDINAL HEALTH MAKES NO WARRANTIES, GUARANTIES, OR REPRESENTATIONS WITH RESPECT TO THE CONSIGNMENT INVENTORY, EXPRESS OR IMPLIED. CARDINAL HEALTH HEREBY EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, GUARANTIES, OR REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AS TO ALL CONSIGNMENT INVENTORY, CARDINAL WILL ASSIGN TO CUSTOMER ALL MANUFACTURER WARRANTIES TO THE EXTENT ASSIGNABLE TO CUSTOMER.

e. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOSS OF DATA, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES DIRECTLY RELATED TO THIS CONSIGNMENT AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (E.G., CONTRACT, TORT, ETC.).

10. **Indemnification.** Indemnification under this Consignment Agreement is as set forth in Section 35 of Exhibit A (Indemnity) to the Agreement.

11. **Term.**

a. The term of this Consignment Agreement (the "Term") commences as October 1, 2021 and will continue through September 30, 2026 ("Initial Term").

b. Either party may terminate this Consignment Agreement at any time without cause by providing either party with sixty (60) days prior written notice of such termination. For clarity, termination of this Consignment Agreement as set forth in this Section 11.b. will not terminate the Agreement or any other exhibit thereto.

c. Either party has the right to immediately terminate this Consignment Agreement if (i) the other party files a petition in bankruptcy, or enters into an agreement with its creditors, or applies for or consents to

the appointment of a receiver or trustee, or makes an assignment for the benefit of creditors, or suffers or permits the entry of any order adjudicating it to be bankrupt or insolvent and such order is not discharged within thirty (30) days; or (ii) if the other party materially breaches any of the provisions of this Consignment Agreement, and such breach is not cured within thirty (30) days after the giving of written notice.

d. Upon termination of this Consignment Agreement, (i) all amounts owing to either Party become immediately due and payable; (ii) Cardinal Health and any persons designated by Cardinal Health have the right to enter any premises where Consigned Inventory is located and take possession of or remove the Consigned Inventory, and Customer hereby irrevocably authorizes Cardinal Health to do so; (iii) if, in Cardinal Health's reasonable discretion, it determines that the inventory is in good, re-saleable condition, Cardinal Health may purchase the Consigned Inventory from Customer; and (iv) Cardinal Health may exercise, with respect to the Consigned Inventory, all rights and remedies available to it under the Uniform Commercial Code, this Consignment Agreement, or otherwise available to Cardinal Health. If termination is due to breach, the breaching Party shall be responsible for the cost of returning the resalable inventory to Cardinal Health.

e. Notwithstanding any provision regarding termination of this Consignment Agreement, Cardinal Health's right, title, and interest in and to the Consigned Inventory or payments or proceeds from such Consigned Inventory shall continue after the termination of this Consignment Agreement until the full payment or performance of all of Customer's obligations to Cardinal Health under this Consignment Agreement.

12. **Miscellaneous.**

a. Notice. Intentionally omitted. See Exhibit A.

b. Entire Consignment Agreement. This Consignment Agreement, the other agreements and schedules referenced in this Consignment Agreement, and any applicable credit application constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, proposals and understanding between the parties relative to the subject matter hereof. All Schedules referred to in this Consignment Agreement are incorporated herein by such reference.

c. Prevailing Party. Intentionally omitted. See Exhibit A.

d. Amendments. No changes to this Consignment Agreement or waivers of a party's rights or obligations hereunder will be binding on any party unless made in writing and signed by the party to this Consignment Agreement against whom the change or waiver is to be enforced.

e. Severability. Intentionally omitted. See Exhibit A.

f. Successors. Intentionally omitted. See Exhibit A. Neither party shall have the right to assign this Consignment Agreement or

g. Setoff. Intentionally omitted. See Exhibit A.

h. Force Majeure. Intentionally omitted. See Exhibit A. .

{ This space left intentionally blank. Signatures appear on following page. }



**SCHEDULE 1.a. to EXHIBIT F  
CUSTOMER FACILITIES**

County of Santa Clara Health System including, but not limited to, the following locations,

Santa Clara Valley Medical Center  
751 South Bascom Avenue  
San Jose, CA 95128

St. Louise Regional Hospital  
9400 No Name Uno  
Gilroy, CA 95020

O'Connor Hospital  
2105 Forest Avenue  
San Jose, CA 95128

Valley Specialty Center Oncology Pharmacy  
751 S. Bascom Ave. Suite BQ115  
San Jose, CA 95128

**SCHEDULE 4.b to EXHIBIT F  
SPECIALTY PRODUCTS, PAR LEVELS AND RELATED INFORMATION**

Products and Par Levels will be based on operational need at each Facility and are subject to change. Par Levels will be mutually agreed upon by Cardinal and the County.

County may purchase at respective contracted pricing and is responsible for manual tracking or use of RxID and review of accumulation for eligible purchases.

**SCHEDULE 4.b. to EXHIBIT F  
APPLICABLE MARKUP**

The markup below is based on Customer's affiliation with a group purchasing organization as of the effective date of this Consignment Agreement. In the event of a conflict between the applicable agreement between Cardinal Health and Customer's group purchasing organization (the 'GPO Agreement'), the markup set forth in this Consignment Agreement will prevail.

Vizient	
Consignment Annual Spend $\geq$ \$500,000	-1.90%

Exhibit G, Statement of Work

**ATTACHMENT A to EXHIBIT F  
SAMPLE PURCHASE AGREEMENT FOR CONSIGNED MERCHANDISE**

PO#:	TEST ACCOUNT (12345)											
Product Description	NDC	IU's	Lot #	Expiration Date	Price per IU	Price per Vial	Beginning Inventory	Ending Inventory (Main Location)	Ending Inventory (Alternate Location)	Vials Dispensed	Total Units Dispensed	Invoice Amount
TEST ITEM #1	00944-3052-02	556	TAN14109CA	08/27/2016	\$1.00	\$556.00	7	7		0	0	\$0.00
TEST ITEM #2	58394-0634-03	507	L61937	12/31/2016	\$1.00	\$507.00	7	7		0	0	\$0.00
TEST ITEM #3	58394-0635-03	1,030	J71696	06/30/2016	\$1.00	\$1,030.00	1	1		0	0	\$0.00
TEST ITEM #4	63833-0825-02	500	68961711C	10/29/2016	\$1.00	\$500.00	1	1		0	0	\$0.00
TEST ITEM #5	63833-0825-02	500	72161711A	01/31/2017	\$1.00	\$500.00	3	3		0	0	\$0.00
TEST ITEM #6	50633-0110-12	1	BN 201497	12/31/2017	\$1.00	\$1.00	5	5		0	0	\$0.00
TEST ITEM #7	63833-0616-02	1,028	83466811A	03/07/2017	\$1.00	\$1,028.00	3	3		0	0	\$0.00
TEST ITEM #8	63833-0617-02	2,014	84966811B	04/29/2017	\$1.00	\$2,014.00	6	6		0	0	\$0.00
											<b>Total Inv Amt</b>	<b>\$0.00</b>
<b>Hospital Signature:</b> _____												
<b>Email To:</b>												
Consignment Team: <a href="mailto:GMB-SPD-Auto-Consignment@CardinalHealth.Com">GMB-SPD-Auto-Consignment@CardinalHealth.Com</a>												
_____												
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