

Amendment No. 3
To
340B Prime Vendor Participation Agreement
By and between
County of Monterey and
Cardinal Health 110, Inc. and Cardinal Health 411, Inc.

This Amendment No. 3 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "COUNTY", and Cardinal Health 110, Inc. and Cardinal Health 411, Inc., hereinafter referred to as "CONTRACTOR".

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into a Prime Vendor Participation Agreement to provide discounted outpatient pharmaceuticals to be shipped to the Alisal Health Center for a period of March 24, 2011 to June 30, 2013 ("Agreement"); and

WHEREAS, on July 1, 2013, the COUNTY and CONTRACTOR entered into an executed Amendment No. 1 to extend the term of the Agreement for two (2) additional years for a new term of March 24, 2011 to June 30, 2015; and

WHEREAS, on or about May 20, 2014, the COUNTY and CONTRACTOR entered into an executed Amendment No. 2 to add facilities and to amend one facility address; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement as specified below.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. Section 7, Term of Agreement, shall be extend for an additional two (2) year period to June 30, 2017 for a new term of March 24, 2011 to June 30, 2017.
2. Attached herein is EXHIBIT A to AMENDMENT No. 3, Cardinal Health Returned Goods Authorization Ongoing Assurances.
3. Except as provided herein, all remaining terms and conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 3 shall be attached to the Agreement.
5. The effective date of this Amendment No. 3 is July 1, 2015.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the day and year written below.

COUNTY OF MONTEREY

Cardinal Health 110, Inc. and Cardinal Health 411, Inc.

Gina Encallado
By: _____

Gina Encallado
Deputy Purchasing Agent
County of Monterey

Rick McGraw
By: _____

Mike Derr, Contracts/Purchasing Officer

Date: 6/18/15

Name: Rick McGraw

~~By: _____~~ RW

Ray Bullick, Director of Health
Department of Health

Title: Director, National Markets

Date: 6/4/15

Date: 6-22-15

Approved as to Legal Form:

Stacy Saetta
By: _____

Stacy L. Saetta, Deputy County Counsel

Rick McGraw
By: _____

Date: 6/15/15

Name: Rick McGraw

Approved as to Fiscal Provisions:

Ron Holly
By: _____

~~Gary Giboney, Auditor-Controller~~
RON HOLLY

Title: Director, National Markets

Date: 6/4/15

Date: 6/16/15



Cardinal Health
7000 Cardinal Place
Dublin, OH 43017
614.757.5000 main
www.cardinalhealth.com

EXHIBIT A
TO AMENDMENT No. 3

CARDINAL HEALTH RETURNED GOODS AUTHORIZATION ONGOING ASSURANCE

The undersigned customer ("**Customer**") of Cardinal Health 110, Inc. and/or Cardinal Health 411, Inc. (the "**Wholesaler**") hereby agrees that this document is being delivered to confirm Customer's compliance with applicable federal, state, and local laws / guidelines concerning returned goods and shall apply to all returns by Customer to Wholesaler from time to time and shall supersede any inconsistent provisions which may be contained in any credit request, purchase order, or other documents pertaining to the supply relationship between Customer and Wholesaler.

1. Customer represents, warrants, and guarantees to Wholesaler that: (a) each such return shall be made only to the specific Wholesaler from which the item was originally purchased; (b) each such return shall be accompanied by Wholesaler's credit request form (the "**Return Form**"), which shall specify both Customer's and Wholesaler's name and address, the date of the return, the quantity and description of the product returned, and such other information as may reasonably be requested on Wholesaler's Return Form; (c) Customer shall retain a copy of each Return Form and related credit memo and make such documentation available to the manufacturer and to authorized federal, state, and local law enforcement officers upon request; (d) the credit claimed or accepted by Customer for any such return shall not exceed the original purchase price paid to Wholesaler; and (e) all merchandise returned to Wholesaler has been stored and handled by Customer in accordance with all applicable federal, state, and local laws, manufacturer guidelines when disclosed to customer by the manufacturer or wholesaler, and good trade practices, and such merchandise has not been adulterated or misbranded by customer within the meaning of the Federal Food, Drug, and Cosmetic Act and meets all FDA, state, and other applicable requirements and guidelines.

2. Customer shall indemnify and defend Wholesaler against and from any expense, claim, liability, or penalty (including reasonable legal fees) arising from any failure of Customer to properly comply with the provisions specified in this document.

Gina Encallado
Gina Encallado
Deputy Purchasing Agent
County of Monterey
6/18/15

County of Monterey - Alisal Health Center
Print Customer Name (i.e., Store Name) (Include all that apply)

559 E. Alisal Street
Suite 201
Salinas, CA 93906
Print Store Address

By Authorized Person / Title (Print)

Date

Signature of Authorized Person