

Cardinal Health 1330 Enclave Parkway Houston, TX 77077 281.749.4000 tel 800.231.9807 toll free

Cardinalhealth.com

April 3, 2015

Mr. Gary Horne Director of Pharmacy Services San Mateo Medical Center 222 West 39th Avenue San Mateo, California 94403-4364

Re: Pharmacy Services Agreement effective July 1, 2011 between San Mateo Medical Center and Cardinal Health Pharmacy Services, LLC ("Agreement")

Dear Mr. Horne:

Effective April 1, 2015, this letter serves to extend the above-referenced Agreement for an additional fourteen (14) months and to increase the fiscal obligation of the Agreement.

Paragraph 2.04 (d) and 4.03 of the Agreement are replaced in their entirety as follows:

2.04 Monthly Fees

d. <u>Total Contract Value and Not To Exceed Amount</u>. The Parties agree that this contract is valued at five hundred seventy-six thousand dollars (\$576,000). This is based on an estimated volume of four thousand (4,000) Order Lines processed each month at four dollars (\$4.00) per Order Line for a period of thirty-six (36) months. Actual contract value may be higher or lower should Customer's Order Line volume exceed or not reach four thousand (4,000) Order Lines per month and based on other factors. However, in no circumstance shall Customer's fiscal obligation under this Agreement exceed \$785,000 for services under this Agreement, and Cardinal Health shall not be required to perform services beyond this not-to-exceed amount. Any change in this amount requires a written amendment to this Agreement.

4.03 <u>Termination Date</u> The term of this Agreement shall end on June 30, 2016, unless subject to earlier termination as set forth below ("**Termination Date**").

Upon two (2) weeks' prior written notice to the Cardinal Health Center Director, and subject to Cardinal Health's pharmacy service center staff availability, Customer in its reasonable discretion may change its designated Hours of Service without necessity of an amendment.

Please indicate your agreement with this letter by signing and dating on the lines provided below. Please email a signed copy to <u>janette.weaver@cardinalhealth.com</u>. A fully executed letter will be returned for your files.

All terms and conditions of the Agreement not supplanted or supplemented herein shall remain unaltered and in full force and effect. To the extent that there is any conflict between this Letter Agreement and the Agreement, this Letter Agreement shall control.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument. Signatures to this Agreement may be delivered by facsimile, by electronic mail (e.g., a ".pdf" file) or by any other electronic means that is intended to preserve the original appearance of the document, and such delivery will have the same effect as the delivery of the paper document bearing the actual, handwritten signatures.



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We appreciate the opportunity to provide service to San Mateo Medical Center and look forward to continuing our mutually beneficial relationship.

Sincerely,

Janette Weaver

Janette Weaver Consultant, Contract Administration

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:_____ President, Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_____ Clerk of Said Board

Cardinal Health Pharmacy Services, LLC

Michael D. Brown chael D. Brown (May 15, 2015)

Contractor's Signature

Date: May 15, 2015

(Revised 7/1/13)