



SEVENTH AMENDMENT TO PHARMACY SERVICES AGREEMENT

This Seventh Amendment to the Pharmacy Services Agreement (the "Amendment") is entered into by and between Cardinal Health Pharmacy Services, LLC, a Delaware limited liability company, located at 13651 Dublin Ct., Stafford, Texas 77477 ("Cardinal Health"), and San Mateo Medical Center, a California County facility, located at 222 West 39th Avenue, San Mateo, CA 94403 ("Customer"), on behalf of itself as well as those California County owned facilities of Maguire Correctional Facility, located at 300 Bradford St. Flr 2, Redwood City, CA 94063, and Maple Correctional Center, located at 1300 Maple St., Redwood City, CA 94063. Cardinal Health and Customer are sometimes individually referred to as ("Party"), or collectively referred to as ("Parties") within the terms of this Seventh Amendment. The Parties hereby agree as follows intending to be legally bound:

WHEREAS, Cardinal Health and Customer are parties to that certain Pharmacy Services Agreement, with an Effective Date of July 1, 2011, as amended from time to time (the "Agreement");

WHEREAS, Cardinal Health and Customer wish to amend the Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cardinal Health and Customer, intending to be legally bound, hereby agree as follows:

1. Maguire Correctional Facility and Maple Correctional Facility are hereby added to this Agreement.
2. Section 2.03 is hereby deleted in its entirety and replaced with the following:

Hours of Service Cardinal Health shall provide Services to Customer during the designated hours of service (Pacific Time):

a. San Mateo Medical Center

START DAY	START TIME	END DAY	END TIME
Monday	10:00 p.m.	Tuesday	7:00 a.m.
Tuesday	10:00 p.m.	Wednesday	7:00 a.m.
Wednesday	10:00 p.m.	Thursday	7:00 a.m.
Thursday	10:00 p.m.	Friday	7:00 a.m.
Friday	10:00 p.m.	Saturday	7:00 a.m.
Saturday	6:00 p.m.	Sunday	7:00 a.m.
Sunday	6:00 p.m.	Monday	7:00 a.m.

Coverage hours on holidays will be from 6:00 p.m. on the holiday to 7:00 a.m. the day following the holiday; holidays are defined as: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas Day. Customer shall request additional coverage, pursuant to Section 2.05, for extended coverage on any other observed holiday.



Maguire Correctional Facility and Maple Correctional Facility

START DAY	START TIME	END DAY	END TIME
Monday	6:00 p.m.	Tuesday	8:00 a.m.
Tuesday	6:00 p.m.	Wednesday	8:00 a.m.
Wednesday	6:00 p.m.	Thursday	8:00 a.m.
Thursday	6:00 p.m.	Friday	8:00 a.m.
Friday	6:00 p.m.	Saturday	8:00 a.m.
Saturday	6:00 p.m.	Sunday	8:00 a.m.
Sunday	6:00 p.m.	Monday	8:00 a.m.

Coverage hours on holidays will be from 6:00 p.m. on the holiday to 8:00 a.m. the day following the holiday; holidays are defined as: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas Day. Customer shall request additional coverage, pursuant to Section 2.05, for extended coverage on any other observed holiday.

3. Section 2.04(b) is hereby deleted in its entirety and replaced with the following:

- b. Minimum Order Volume Guarantee Customer agrees to pay Cardinal Health a monthly "**Minimum Order Volume Guarantee**" in an amount equal to the current Order Line Fee multiplied by a minimum monthly Order Line volume as defined below ("**Monthly Minimum Target Volume**").

Customer Site	Minimum Order Volume Guarantee
San Mateo Medical Center	1,000
Maguire Correctional Facility	150
Maple Correctional Center	150

4. Section 2.04(d) is hereby deleted in its entirety and replaced with the following:

- d. Contract Value and Not To Exceed Amount The Parties agree that this contract is valued at one million six hundred fifty-five thousand dollars (\$1,655,000). This is based on an estimated volume of three thousand five hundred (3,500) Order Lines processed each month at four dollars (\$4.00) per Order Line. Actual contract value may be higher or lower should Customer's Order Line volume exceed or not reach 3,500 Order Lines per month and based on other factors. However, in no circumstance shall Customer's fiscal obligation under this Agreement exceed \$1,655,000 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.



5. The following is hereby added to Section 2.06, Price Indexing, of the Agreement as follows:

The Order Line Fee shall be indexed annually beginning on the first (1st) day of April 2022, and annually thereafter by two and one half percent (2.5%).

6. The following is hereby added to Section 3.02, Payment of Invoice, of the Agreement as follows:

Cardinal Health shall provide a separate invoice for Maguire Correctional Facility and Maple Correctional Facility, pursuant to the payment terms contained in this Article III, to the following address:

Correctional Health Services
Maguire Correctional Facility
Attn: Accounts Payable
300 Bradford Street
Redwood City, CA 94063

7. Section 4.03 is hereby deleted in its entirety and replaced with the following:

Termination Date. This Agreement shall terminate on March 31, 2024 or any extension thereof, unless subject to earlier termination as set forth in the Agreement ("Termination Date").

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 Amendment and the Agreement, this Amendment shall control.

This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument. The terms and conditions of this Seventh Amendment shall be null and void if not signed and returned to Cardinal Health prior to April 1, 2021. Signatures to this Amendment 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.

This Seventh Amendment is effective as of April 1, 2021.

Last Modified on 2/18/2021

[signature page follows]



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

Cardinal Health Pharmacy Services, LLC

By: 
Ronnie Strickland (Feb 18, 2021 17:18 EST)

Print: _____

Title: National Operations Director

Date: Feb 18, 2021

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

San Mateo Medical Center_AMDT_2021_02_18_(07)(final)

Final Audit Report

2021-02-18

Created:	2021-02-18
By:	Jamie Stuart
	(jamie.stuart@cardinalhealth.com) Signed
Status:	
Transaction ID:	CBJCHBCAABAACHqDa1KBxQHOSxvgPytemg3TbhzN487G

"San Mateo Medical Center_AMDT_2021_02_18_(07)(final)" History



Document created by Jamie Stuart (jamie.stuart@cardinalhealth.com)

2021-02-18 - 10:17:10 PM GMT- IP address: 34.104.7.66



Document emailed to Ronnie Strickland (ronnie.strickland@cardinalhealth.com) for signature

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Email viewed by Ronnie Strickland (ronnie.strickland@cardinalhealth.com)

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Document e-signed by Ronnie Strickland (ronnie.strickland@cardinalhealth.com)

Signature Date: 2021-02-18 - 10:18:59 PM GMT - Time Source: server- IP address: 208.127.241.47



Agreement completed.

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