

<b>PRIME VENDOR AGREEMENT</b>
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**This Prime Vendor Agreement (the “Agreement”) is made by and between Cardinal Health 110, LLC and Cardinal Health 112, LLC (“Cardinal Health”) and City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through the Director of the San Antonio Metropolitan Health District, (“Metro Health”), (collectively, the “Buyer”), who hereby agree as follows:**

1. Term and Termination.

a) *Term.* The initial term of the Agreement shall commence on October 1, 2022, (the “**Effective Date**”) and shall continue in effect thereafter through September 30, 2023. Thereafter, the Agreement will automatically renew for two (2) additional one (1)-year renewal terms unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the end of the initial term or the then-current renewal term, as applicable.

b) *Termination for Cause.* Either party may affect an early termination of the 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 sixty (60) days from the date of such notice, or if the breaching party has not made reasonable efforts 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 the Agreement will be terminated in thirty (30) days following the expiration of such sixty (60) day period.

c) *Termination Without Cause.* Notwithstanding any other provision in the Agreement, either party may terminate the Agreement for any reason by providing written notice to the other party of such party’s intent to terminate the Agreement at least sixty (60) days prior to the effective date of such termination.

d) *Termination by Cardinal Health.* Notwithstanding any other provision in the Agreement, in the event of a payment default by Buyer, or based upon other credit considerations deemed relevant by Cardinal Health, Cardinal Health may immediately terminate the Agreement upon the provision of notice to Buyer.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City’s budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be affected by Director of Metro Health, without further action by the San Antonio City Council.

2. Purchase Requirement & Usage. Buyer will designate Cardinal Health as its primary 340B Prescription Drug Pricing Program wholesale pharmaceutical supplier to all the pharmacies (retail pharmacy locations and non-retail pharmacy locations) hospitals, nursing homes, clinics and/or other facilities to the extent applicable, owned, managed or operated by Buyer during the term of the Agreement (collectively, the “**Pharmacies**” and individually, a “**Pharmacy**”), and Buyer will purchase from Cardinal Health at least ninety five percent (95%) of the prescription pharmaceuticals (branded and generic) (the “**Rx Products**”) (“**Merchandise**”) required for each Pharmacy (the “**Primary Requirements**”) if they are carried by Cardinal Health. Notwithstanding any other provision in the Agreement, Cardinal Health reserves the absolute right to determine what Merchandise it will carry. Buyer must provide accurate six (6) months’ usage figures (including NDC numbers) for all items for each Pharmacy in compatible electronic (disk) format at least forty-five (45) days prior to participation under the Agreement by that Pharmacy. In addition, Buyer will provide usage information related to new and/or replacement items on an ongoing basis, as necessary. As used in the Agreement, the term “**Net Purchases**” will mean all purchases made and paid for by Buyer and/or the Pharmacies under the terms of the Agreement, net of all returns, credits, late charges, or other similar items, on an annual, quarterly, or monthly basis, as applicable. A current list of the Pharmacies is attached hereto as **Exhibit A**. Additional pharmacies may be added to Exhibit A from time to time subject to the prior approval of Cardinal Health.

3. Purchase Price. Except as otherwise set forth in the Agreement, Buyer will pay a purchase price for all Merchandise purchased under the Agreement in an amount equal to Cardinal Health’s Cost for such Merchandise, plus the percentage specified in the pricing matrix attached hereto as **Exhibit B** (the “**Pricing Matrix**”), plus all applicable taxes or other assessments on such purchases. For purposes of the Agreement, the term “**Cardinal Health’s Cost**” will mean the manufacturer’s published wholesale acquisition cost for the Merchandise at the time the Buyer’s order is submitted to Cardinal Health. Notwithstanding any other provision in the Agreement, the purchase price for certain Merchandise (sometimes referred to herein as “**Specially Priced Merchandise**”), including, but not limited to, the following items, will not be based upon Cardinal Health’s Cost-plus pricing described above: multisource pharmaceuticals,

Cardinal Health Source Program (“**Source Program**”) Merchandise, private label products, medical/surgical supplies, home health care/durable medical equipment, contrast media, drop-shipped Merchandise, Merchandise acquired from vendors not offering customary cash discount or other terms, branded and biosimilar Rx Products introduced to the market after the Effective Date of this Agreement, and other slow moving, specially-handled Merchandise, and non-pharmaceutical Merchandise.

4. Payment Terms. Buyer’s initial payment terms shall be as follows: 30.0 DSO- the Buyer will cause Cardinal Health to receive payment in full on or before thirty (30) days from the invoice date. All payments due from Buyer to Cardinal Health for Merchandise delivered and services rendered by Cardinal Health under the Agreement will be made to the applicable servicing division specified in Cardinal Health’s invoice (or as otherwise specified by Cardinal Health) by electronic funds transfer or other method acceptable to Cardinal Health so as to provide Cardinal Health 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 Cardinal Health. Cardinal Health retains the right to place Buyer on C.O.D. status, and/or refuse orders from Buyer if Cardinal Health has not received payment when due for Merchandise delivered or services provided to Buyer, or based upon credit considerations deemed relevant by Cardinal Health. For purposes of this Section, Cardinal Health, its affiliates, parent or related entities shall be deemed to be a single creditor. Buyer 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 Cardinal Health’s prior written consent. In such event, Buyer acknowledges and agrees that Buyer’s purchase price may be adjusted by Cardinal Health to reflect Buyer’s new payment terms and credit considerations deemed relevant to Cardinal Health.

5. Service Charge. Buyer will pay a service charge calculated at the rate of 0.75% per month (or the maximum rate allowed by law, if such rate is less than 0.75% per month) on any amount not paid by Buyer to Cardinal Health when due under the terms of the Agreement from the first day of delinquency until such amount is paid in full. Failure or delay by Cardinal Health to bill Buyer for any such service charge will not waive Cardinal Health’s right to receive the same.

6. Ordering. To qualify for the pricing set forth in the Pricing Matrix, Buyer must electronically transmit all orders (excluding Schedule II and emergency orders) to Cardinal Health via Order Express, or such other electronic order entry system as Cardinal Health may approve from time to time. Cardinal Health will provide Buyer with access to such electronic ordering system at no additional charge; provided, however, Buyer must supply all hardware required to access such electronic ordering system, all required Internet access and any required interfaces or other network enhancements, all at Buyer’s expense. Buyer may not use such electronic ordering system for any purpose unrelated to the Agreement. If electronic order entry is temporarily interrupted for reasons beyond the control of Buyer or Cardinal Health, Buyer may place orders manually and both parties will use reasonable efforts to fix the problem. All orders for Schedule II controlled substances must be submitted to Cardinal Health via Cardinal Health’s electronic Controlled Substance Ordering System (“**CSOS**”). If Schedule II controlled substance orders are not submitted via CSOS, Cardinal Health reserves the right to increase Buyer’s purchase price by 0.05%. Schedule II orders will be delivered with Buyer’s next scheduled delivery following Cardinal Health’s receipt of the CSOS order. Regardless of any other terms of the Agreement, no Schedule II orders will be delivered other than in compliance with DEA regulations.

7. Delivery. All Merchandise shall be shipped FOB destination in accordance with the general delivery schedules as are established from time to time by the applicable Cardinal Health servicing division (exclusive of holidays, etc.). Excluding Pharmacies located outside of the contiguous United States or other Pharmacies mutually agreed upon by the parties from time to time, each Pharmacy shall be eligible to receive deliveries as set forth on Exhibit A at no additional charge.

The Buyer will incur a separate per delivery charge for additional scheduled deliveries or deliveries to multiple locations or departments within a Pharmacy (i.e., materials management, dietary department, etc.) and non-standard or custom deliveries.

Notwithstanding any other provision in the Agreement, all deliveries will be subject to the Fuel Surcharge and Small Volume Order Fee, each as defined below. The Buyer shall only be charged the entire Fuel Surcharge amount for deliveries that consist entirely of Merchandise purchased by the Buyer. For deliveries that contain multiple buyers’ merchandise orders, Buyer shall only be charged the percentage of the Fuel Surcharge that directly correlates to the percentage of the Buyer’s Merchandise that the delivery is composed of.

Cardinal Health reserves the right to charge a Fuel Surcharge (“**Fuel Surcharge**”) for each delivery stop made to a Pharmacy if the national average price per gallon of U.S. regular gasoline, as published by the U.S. Energy Information Administration at [https://www.eia.gov/dnav/pet/PET\\_PRI\\_GND\\_DCUS\\_NUS\\_M.htm](https://www.eia.gov/dnav/pet/PET_PRI_GND_DCUS_NUS_M.htm) (the “**Average Price Per Gallon**”), is at least \$3.00 (“**Threshold**”). The amount of the Fuel Surcharge begins at \$0.50 per stop when the Average Price Per Gallon reaches the Threshold and increases incrementally by \$0.50 per stop for the first \$0.25 increase in the Average Price Per Gallon above the Threshold, and subsequently, increases by \$0.75 per stop for each \$0.25 increase in the Average Price Per Gallon thereafter. For example, if the Average

Price per Gallon is between \$3.500 & \$3.749, then the Fuel Surcharge will be \$1.75 per stop. The Average Price Per Gallon will be evaluated on a monthly basis, and any adjustments to the Fuel Surcharge will be applicable on the first day of each calendar month. The Fuel Surcharge will be billed, as applicable, as a separate invoice line item for each stop. (CIN #5767025)

Cardinal Health will assess a fee of Twenty-Five Dollars (\$25) (the “**Small Volume Order Fee**”) for any delivery of less than One Hundred Dollars (\$100).

8. Manufacturer Contracts. Cardinal Health will recognize and administer mutually agreed upon manufacturer pricing contracts between Buyer and a 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 Cardinal Health, and (iii) subject to such credit considerations concerning the applicable manufacturers as Cardinal Health may consider appropriate. However, if manufacturers’ chargebacks for contract items submitted by Cardinal Health are disallowed, uncollectable, or unreconcilable, then the applicable charge will be billed back to Buyer. Buyer will notify Cardinal Health of all applicable pricing information included in the Manufacturer Contracts, including renewals, replacements or terminations of Manufacturer Contracts, not less than forty-five (45) days prior to the effective date of such Manufacturer Contract, renewal, replacement or termination.

9. Returns. In general, Cardinal Health will accept Merchandise for return from Buyer in accordance with the Cardinal Health Returned Goods Policy as is in effect from time to time. A copy of the current Returned Goods Policy is attached hereto as **Exhibit C**. The then-current Freight Claims Policy of the Cardinal Health business unit(s) servicing Buyer under this Agreement will govern all freight claims. Buyer and each Pharmacy shall execute Cardinal Health’s standard Returned Goods Authorization Ongoing Assurance (in the form attached hereto as **Exhibit D**) prior to returning any products to Cardinal Health.

10. Intentionally Omitted.

11. “Own Use”. All purchases under the Agreement will be for Buyer’s “own use” as that term is defined in judicial or legislative interpretation and not for resale to anyone other than the end user. Cardinal Health may terminate the Agreement immediately in the event it reasonably determines that Buyer is in breach of this paragraph.

12. Licensure. Buyer represents, warrants and certifies to Cardinal Health that it and each of Buyer’s pharmacy locations has all required governmental licenses, permits and approvals required to purchase, use and/or store the Rx Products purchased from Cardinal Health under the Agreement. Prior to purchasing Rx Products from Cardinal Health hereunder, and at all times during the term of the Agreement, Buyer will provide Cardinal Health with copies of all such licenses and any renewals, revocations, changes or notices related thereto.

13. Taxes. The Buyer 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 Cardinal Health or imposed upon inventory held by Cardinal Health in its warehouses) that Cardinal Health 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. In addition, the Buyer will be obligated to pay all interest or penalties assessed by reason of its failure to comply with its obligations under this Agreement. If Cardinal Health pays any amounts which the Buyer is obligated to pay under this Section, then the Buyer will promptly reimburse Cardinal Health in an amount equal to the amount so paid by Cardinal Health.

14. Compliance Agreement.

14.1. Buyer represents and warrants that Buyer:

- i. will abide by all applicable laws, rules, regulations, ordinances, and guidance of the federal Drug Enforcement Administration (“**DEA**”), the states into which it dispenses or sells controlled substances and/or listed chemicals, and the states in which it is licensed, including, without limitation, all of the foregoing concerning the purchase, sale, dispensation, and distribution of controlled substances;
- ii. has documented policies and procedures governing the exercise of its corresponding responsibility to maintain effective controls against the diversion of controlled substances and listed chemicals;
- iii. will not dispense or sell controlled substances and/or listed chemicals if it suspects that a prescription or drug order is not issued for a legitimate medical purpose; and

iv. will immediately notify Cardinal Health in writing if, in the exercise of its corresponding responsibility, Buyer decides to no longer fill prescriptions from a particular prescriber.

14.2. Buyer acknowledges that Cardinal Health has a controlled substance monitoring program (the “CSMP”), and Buyer understands and acknowledges that a condition precedent to receiving any controlled substance from Cardinal Health is approval by CSMP personnel.

14.3. Buyer represents and warrants that Buyer will cooperate with any request by Cardinal Health to Buyer for data or information that Cardinal Health deems, in its sole discretion, is helpful for its CSMP. Buyer’s unconditional cooperation includes, without limitation: providing accurate information and data in response to Cardinal Health’s requests relating to the distribution of controlled substances and listed chemicals.. Buyer acknowledges that: (a) any information or data requested by Cardinal Health is necessary, helpful, reasonable, or appropriate with respect to Cardinal Health’s operation of its CSMP and (b) any actions requested by Cardinal Health of Buyer are helpful, reasonable, or appropriate with respect to Cardinal Health’s operation of its CSMP.

14.4. Buyer represents and warrants that any information or data provided by Buyer to Cardinal Health in connection with the operation of Cardinal Health’s CSMP will be truthful and accurate, and Buyer acknowledges that Cardinal Health will rely on such information and data.

14.5. Notwithstanding any other provision in this or any other agreement between the parties, Buyer agrees that Cardinal Health has the unfettered right to immediately suspend, terminate, or limit the distribution of controlled substances, listed chemicals, and other products monitored by Cardinal Health to Buyer at any time for any reason. If Cardinal Health suspends, terminates, or limits the distribution of controlled substances, listed chemicals, or other products monitored by Cardinal Health to Buyer, Cardinal Health may suspend, terminate, or limit the distribution of any other Merchandise to Buyer. Buyer further acknowledges and agrees that Cardinal Health has the unfettered right to determine the amount and type of information and data Cardinal Health needs to suspend, terminate, or limit the distribution of controlled substances, listed chemicals, and other products monitored by Cardinal Health to the Buyer.

14.6. Buyer hereby expressly waives all rights to contest, in any manner, any action taken by Cardinal Health to investigate, suspend or terminate the sale of controlled substances, listed chemicals, or other products monitored by Cardinal Health.

14.7. Buyer represents and warrants that Buyer:

i. will immediately notify Cardinal Health if it becomes aware that (i) the Buyer or any of its owners, employees, or independent contractors, or (ii) one of its top prescribers is or has been the subject of an investigation or disciplinary action by the Drug Enforcement Administration, a state Board of Pharmacy, or any other governmental entity related to the dispensing, ordering, storage, handling, or prescribing of controlled substances or any other Merchandise. This shall include, but not be limited to, notification of any proposed or final suspension, probation, termination, fine, consent order, agreement, or citation regarding Buyer’s or a top prescriber’s activities including the licensure or registration of the top prescriber or the Buyer or any of its owners, employees, or independent contractors. Any such notice shall be sent to: [gmb-CardinalHealth-CSMP-Inquiries@cardinalhealth.com](mailto:gmb-CardinalHealth-CSMP-Inquiries@cardinalhealth.com)

ii. will, upon Cardinal Health’s request, provide a written certification to Cardinal Health that: (i) it has been and will continue to be in compliance with notification obligations in this Section and the terms of this Agreement, (ii) Buyer reviews the licensure status of each of the licensed employees working for Buyer on at least an annual basis, (iii) if Buyer becomes aware that a licensed employee working for Buyer has been, in the five years preceding the date of the certification, the subject of any professional disciplinary action regarding the dispensing or handling of controlled substances or law enforcement action related to controlled substance diversion, that Buyer has: (A) taken appropriate employment action against any such licensed employee, and (B) disclosed to Cardinal Health such regulatory or law enforcement action, and (iv) if Buyer becomes aware that a top prescriber has been, in the five years preceding the date of the certification, the subject of any professional disciplinary action regarding the dispensing or handling of controlled substances or law enforcement action related to controlled substance diversion, that Buyer has disclosed to Cardinal Health such regulatory or law enforcement action.

14.8. Cardinal Health has the unfettered right to immediately suspend, terminate, or limit the distribution of any Merchandise to Buyer if Cardinal Health learns that Buyer was subjected to discipline or the target of any investigation by the Drug Enforcement Administration, a state Board of Pharmacy, or any other a regulatory entity focused on healthcare fraud related issues.

15. Warranty Disclaimer and Limitation of Liability. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. CARDINAL HEALTH SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

16. Force Majeure. Cardinal Health's obligations under the Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, change in business conditions (other than insignificant changes), manufacturer out-of-stock or delivery disruptions, acts of God, seasonal supply disruptions, or other causes beyond the reasonable control of Cardinal Health. During the period of any such delay or failure, Buyer may purchase the Primary Requirements for the affected Pharmacies from others, but will recommence purchasing from Cardinal Health upon cessation of such delay or failure.

17. Discounts and Rebates. If and to the extent any discount, credit, rebate or other purchase incentive is paid or applied by Cardinal Health with respect to the Merchandise purchased under the Agreement, 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 (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)) on the applicable Merchandise purchased by Buyer under the terms of the Agreement. Buyer may have an obligation to accurately report, under any state or federal program which provides cost or charge based reimbursement for the products or services covered by the Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Buyer.

18. Buyer's Authority to Contract. City of San Antonio on behalf of the San Antonio Metropolitan Health District represents and warrants to Cardinal Health that it has the power and authority to enter into this Agreement on behalf of, and in the name of, each of its subsidiaries, affiliates and related parties, and it covenants that it will obtain all necessary authorizations to act under this Agreement on behalf of, and in the name of, any entity it owns, manages or controls, whether now or hereafter existing. Buyer acknowledges and agrees that Cardinal Health is relying on the representations, warranties and covenants contained herein to enter into this Agreement and perform its obligations hereunder.

19. Miscellaneous. Each party shall comply with all laws, rules and regulations applicable to its obligations under the Agreement. The Agreement and its exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and the Agreement may not be amended except by a writing signed by each party. No party may assign its rights or obligations under the Agreement without the written consent of the others; provided, however, that Cardinal Health may delegate its rights and obligations to any entity that is controlled by or under common control with Cardinal Health, Inc. Neither party may disclose the terms and conditions of the Agreement to a third party without prior written consent of the other party, except as required by law or as necessary to perform its obligations under the Agreement. The Agreement does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between Buyer and Cardinal Health. Buyer represents and warrants that Buyer has the authority to contractually bind the Pharmacies to the terms and conditions of this Agreement.

20. Insurance. Cardinal Health agrees to maintain insurance coverages throughout the term of this agreement in accordance with the attached Liability Evidence of Coverage attached hereto and incorporated herein for all purposes as Attachment 1.

21. Indemnification.

Cardinal Health agrees to indemnify, defend and hold harmless the City of San Antonio and each of their affiliates, directors, officers, employees and agents from and against any and all third-party losses and liabilities, costs (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) and judgments arising out of or substantially related to Cardinal Health's performance of its obligations under this Agreement, including the negligent acts or omissions of Cardinal Health and its employees and agents acting under its control or supervision, it being understood, however, that Cardinal Health is not the manufacturer of the Products and that no indemnification of any type is being provided other than as specifically stated in this paragraph.

22. Non-Discrimination. As a party to this contract, Cardinal Health understands and agrees to comply with applicable law regarding non-discrimination. Cardinal health is aware of the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and has similar policies in place applicable to its own business. Further, Cardinal Health shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

23. Debarment. Cardinal Health represents that neither it nor its employees engaged in services under this Agreement are presently

debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program. Cardinal Health shall provide written notice to City, in accordance with 8.11 Notice, if, at any time during the term of this contract, including any renewals hereof, Cardinal Health learns that its representation was erroneous when made or has become erroneous by reason of changed circumstances.

24. Conflict of Interest. 15.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (1) City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- (2) an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- (3) an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Consultant does not cause a City employee or officer to have a prohibited financial interest in the Contract. Consultant further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

25. Prohibition on contracts with companies boycotting Israel.

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contract No. 00161128.0 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

26. Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Cardinal Health hereby represents that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Cardinal Health's representation. If found to be false, or if Cardinal Health is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

27. Prohibition On Contracts With Companies Boycotting Certain Energy Companies.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or

otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not knowingly boycott certain energy companies and will not knowingly boycott certain energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

28. Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that knowingly discriminates against a firearm entity or firearm trade association; and will not knowingly discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**[Signature Page Follows]**

City of San Antonio on behalf of the San Antonio  
Metropolitan Health District  
100 W. Houston Street, 14th Floor  
San Antonio, TX 78205

Cardinal Health 110, LLC  
Cardinal Health 112, LLC

7000 Cardinal Place  
Dublin, OH 43017  
Fax: (614) 757-6000

By:

By:

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Name:

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Name:

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Title:

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Title:

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Date:

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Date:



**EXHIBIT A****Pharmacies**

<b>Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>HRSA ID</b>	<b>Number of Scheduled Deliveries Per Week</b>
San Antonio Metro Health 340B	512 East Highland Street	San Antonio	TX	78210	STD782851	One (1) delivery per day, up to two (2) deliveries per week, on mutually agreed upon days (Monday – Friday)
San Antonio Metro Health BT	PO Box 839966	San Antonio	TX	78283	STD782851	N/A
San Antonio Metro Health 340B BT	512 East Highland Street	San Antonio	TX	78210	STD782851	N/A
Walgreens 16485 340B ST	7302 Louis Pasteur Dr Ste 104	San Antonio	TX	78229	STD782851	One (1) delivery per day, up to two (2) deliveries per week, on mutually agreed upon days (Monday – Friday)
Walgreens 21214 340B ST	660 N Main Ave Ste 101	San Antonio	TX	78205	STD782851	One (1) delivery per day, up to two (2) deliveries per week, on mutually agreed upon days (Monday – Friday)
Walgreens 04160 340B ST	2200 E Houston St	San Antonio	TX	78202	STD782851	One (1) delivery per week, on mutually agreed upon day (Monday)
Walgreens 03141 340B ST	1105 Goliad Rd	San Antonio	TX	78223	STD782851	One (1) delivery per week, on mutually agreed upon day (Monday)
Walgreens 03224 340B ST	6901 San Pedro Avenue	San Antonio	TX	78216	STD782851	One (1) delivery per week, on mutually agreed upon day (Thursday)
Walgreens 04552 340B ST	4703 West Commerce St	San Antonio	TX	78237	STD782851	One (1) delivery per week, on mutually agreed upon day (Wednesday)
Walgreens 05964 340B ST	3401 San Pedro	San Antonio	TX	78212	STD782851	One (1) delivery per day, up to two (2) deliveries per week, on mutually agreed upon days (Monday – Friday)
Walgreens 02458 340B ST	7802 Wurzbach Road	San Antonio	TX	78229	STD782851	One (1) delivery per day, up to two (2) deliveries per week, on mutually agreed upon days (Monday – Friday)

**EXHIBIT B****Pricing Matrix****Base Purchase Price**

Subject to Buyer's compliance with Section 4 of the Agreement, Buyer will be entitled to purchase Rx Products from Cardinal Health (that are not Specially Priced Merchandise or Specialty Carve Out Pharmaceuticals) for Buyer's Pharmacies at a purchase price equal to **Cardinal Health's Cost minus 2.50%**.

**Buyer's Initial Purchase Price**

Based on the Buyer's representation that: (i) the Buyer pays in accordance with 30.0 DSO payment terms and (ii) the Buyer's Utilization Percentage (as defined below) shall equal at least forty-nine percent (49.00%), Buyer will initially be invoiced at **Cardinal Health's Cost minus 2.50%** for Rx Products that are subject to the "Base Purchase Price" section above.

**Exceptions to the Foregoing Pricing**

Notwithstanding the foregoing, as set forth in Section 3 of the Agreement, the purchase price for Specially Priced Merchandise shall not be determined in accordance with the Cardinal Health's Cost-plus pricing methodology set forth in the "Base Purchase Price" section above; rather, Specially Priced Merchandise will be net-billed in accordance with the terms and conditions established by Cardinal Health for such Merchandise from time to time (including applicable mark-up).

**Purchase Price for Merchandise Subject to a Manufacturer Contract**

Notwithstanding any other provision in the Agreement, for Buyer's 340B Pharmacies, the Buyer's purchase price for Merchandise subject to a Manufacturer Contract will equal the Buyer's contract price for the applicable Merchandise as set forth in the Manufacturer Contract, less the discount percentage determined in accordance with the "Base Purchase Price" Section above, as adjusted, if applicable.

**Purchase Price for Specialty Carve Out Pharmaceuticals**

Notwithstanding any other provision in the Agreement or this Pricing Matrix, the purchase price for "Specialty Carve Out Pharmaceuticals" shall equal Cardinal Health's Cost minus 2.50%. As used herein, "**Specialty Carve Out Pharmaceuticals**" will mean those branded and biosimilar Rx Products included under the AHFS Drug Classifications for the following treatment categories: Cancer/Oncology, Rheumatoid Arthritis/Rheumatology, Multiple Sclerosis, Hepatitis C, HIV, Crohn's Disease (excluding such branded or biosimilar Rx Products that are drop-shipped, purchased from or through SPD, or Specially Priced Merchandise). Any newly launched branded or biosimilar Rx Products that is added to one of the AHFS Drug Classifications listed above, or any branded or biosimilar Rx Products that is reclassified under one of the AHFS Drug Classifications listed above, shall be a Specialty Carve Out Pharmaceutical. In addition, if there are new AHFS Drug Classifications, then Cardinal Health reserves the right to add new AHFS Drug Classifications to those that are included in the Specialty Carve Out Pharmaceutical categories listed above and will notify the Buyer of any such addition.

**Purchase Price for SPD Merchandise**

Notwithstanding anything to the contrary that may be contained in the Agreement, Buyer's Merchandise purchased through Cardinal Health's Specialty Distribution channel ("**SPD**"), including any limited distribution products purchased through SPD, will be priced at the amount invoiced by SPD (plus any applicable freight and handling charge) with no additional mark-up.

**GPO Administrative Fees**

The pricing specified in the Pricing Matrix above reflects any administrative fees for membership in any group purchasing organization ("**GPO**"). If Buyer or any Pharmacy affiliates with a GPO, the appropriate administrative fee will be added to the purchase price paid by the Buyer or Pharmacy.

**EXHIBIT C****Cardinal Health Pharmaceutical Distribution  
Returned Goods Policy**

Products in “merchantable condition” (as defined below) and originally purchased from Cardinal Health may generally be returned to the customer’s servicing Cardinal Health distribution center in accordance with, and subject to, the terms and conditions of this policy.

<b>Return Made Within:</b>	<b>Normal Credit Amount:</b>
1 - 180 Days from Invoice Date	100% of original invoice amount paid by customer. This policy covers all order shortages, filling errors and damage if reported within two (2) business days and such products are returned within ten (10) business days of the date of the applicable invoice.
180 Days – 12 Months from Invoice Date	90% of original invoice amount paid by customer. Provided, however, if applicable mark-up is greater than 0%, credit will be based on customer’s contract cost or Cardinal Health’s then-current base cost, as applicable.

Returns made greater than 12 months from the invoice date will not be accepted. No credit will be issued, and the product will be returned to customer.

“*Merchantable condition*” will be determined by Cardinal Health based upon its ability to return the product to its inventory for resale in the normal course of its business, without special preparation, testing, handling, or expense and will **exclude** the following:

- A. Any product purchased from any supplier other than Cardinal Health.
- B. Any product which has been used or opened; is a partial dispensing unit or unit of sale; is without all original packaging, labeling, inserts, or operating manuals; or that is stickered, marked, damaged, defaced, or otherwise cannot readily be resold by Cardinal Health for any reason.
- C. Short-dated (less than seven (7) months expiration dating), outdated, or seasonal products and products purchased on a “special order” basis, including non-stock and drop-shipped products.
- D. Any product not intended for return to a wholesaler in accordance with the return policies of the applicable manufacturer.
- E. Any product listed by any state or federal regulatory agency as a high-risk pedigree item that is returned without a valid invoice number that cannot otherwise be verified by Cardinal Health.

**Unmerchantable Products**

Any product not eligible for return in accordance with this policy (i.e., the product is not in “merchantable condition” as set forth above) will require return directly to the manufacturer. If any such products are returned to Cardinal Health, they will be returned to customer and no credit will be issued.

Notwithstanding the foregoing, in any case where Cardinal Health accepts the return of such products and agrees to return such products to the applicable manufacturer on behalf of customer (provided the manufacturer allows the return of such products), any credit issued to customer will be determined by Cardinal Health.

**Required Return Documentation**

Prior to returning any product to Cardinal Health, customer must execute and deliver to **Cardinal Health a Cardinal Health Returned Goods Authorization Ongoing Assurance** verifying that all returned products have been kept under proper conditions for storage, handling, and shipping.

All requests for credit must be submitted via EOE, Cardinal.com, CardinalCHOICE®, or approved EDI interface.

A fully completed and signed **Merchandise Return Authorization Form** (the “MRA Form”) must accompany all products to be returned. **Note:** An MRA Form cannot be fully completed without a valid invoice number. The request for an MRA Form will be rejected if a valid invoice number is not provided.

**Third Party Return Processors**

At the request of customer, Cardinal Health will work with third party return processors for returns of unmerchantable products. Such arrangement will be subject to mutually agreed upon terms and conditions, to include administrative fees payable to Cardinal Health.

**Controlled Substances**

Credit for the return of controlled substances requires a separate MRA Form and such returns must comply with all applicable laws, rules and regulations in addition to the terms and conditions of this policy.

### **Refrigerated, Chemotherapy and Hazardous Products**

Refrigerated, chemotherapy and hazardous products must be returned in packaging that complies with applicable regulatory requirements. All such products that are not returned in packaging that complies with applicable regulatory requirements will be considered damaged and unsaleable. This product will be destroyed and no credit will be issued to customer.

### **Shorts and Damaged Products**

Claims of order shortages (e.g., products invoiced but not received), filling errors and damage must be reported within two (2) business days from the applicable invoice date, or no credit will be issued. Returns of damaged products or products shipped in error must be received by the Cardinal Health servicing distribution center within ten (10) business days from the applicable invoice date, or no credit will be issued. Controlled substance shortage claims must be reported immediately per DEA requirements. In all instances, credit will not be issued until verification of the claim by Cardinal Health.

No deductions may be taken by customer until a valid credit memo is issued by Cardinal Health.

### **Shipping of Return Products**

Products to be returned must be placed in a proper shipping container and signed for by the driver when picked up.

Signed MRA Forms shall be included in totes with the returned products. Only one (1) MRA Form shall be included in each tote.

- If the MRA Form is not signed, no credit will be issued, and the products will be returned to the customer.
- If the MRA Form is not inside the tote with the returned products, Cardinal Health will attempt to identify the customer that returned the products. The tote will then be returned to the customer with a request for a completed MRA Form(s).
- No credit will be issued for products returned but not listed on the accompanying MRA Form. Such products will be returned to the customer.

All MRA Forms will be reviewed by Cardinal Health for compliance with this policy. The acceptability and valuation of any return is at the sole discretion of Cardinal Health.

Products must be returned to the customer's servicing Cardinal Health distribution center within thirty (30) days from the date of customer's request for an MRA Form, or no credit will be issued.

In addition to the requirements set forth in this policy, Customer shall comply with all return procedures required by the Cardinal Health servicing distribution center.

### **Other Restrictions**

Excessive returns may result in higher restocking fees as deemed necessary by Cardinal Health.

This policy is subject to change without notice by Cardinal Health. This policy is further subject to modification as may be deemed necessary or appropriate by Cardinal Health to comply with applicable federal and/or state regulations, FDA guidelines, state law, and other restrictions applicable to returned products.



**EXHIBIT D**

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

**CARDINAL HEALTH RETURNED GOODS AUTHORIZATION  
ONGOING ASSURANCE**

The undersigned customer (“**Customer**”) of Cardinal Health, (the “**Distributor**”) 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 Distributor 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 Distributor.

Customer represents, warrants, and guarantees to Distributor that: (a) each such return shall be made only to the specific Distributor from which the item was originally purchased; (b) each such return shall be accompanied by Distributor’s credit request form (the “**Return Form**”), which shall specify both Customer’s and Distributor’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 Distributor’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 Distributor; and (e) all merchandise returned to Distributor 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 distributor, 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.

City of San Antonio on behalf of the  
San Antonio Metropolitan Health District  
100 W. Houston Street, 14th Floor  
San Antonio, TX 78205

\_\_\_\_\_  
By Authorized Person / Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Person

**EXHIBIT E**

**Compliance Representations and Warranties for Customers**

City of San Antonio on behalf of the San Antonio Metropolitan Health District (“**Customer**”) represents and warrants that it:

1. will abide by all applicable laws, rules, regulations, ordinances and guidance of the federal Drug Enforcement Administration (“**DEA**”), the states into which it dispenses or sells controlled substances and/or listed chemicals, and the states in which it is licensed, including, without limitation, all of the foregoing concerning the purchase, sale, dispensation, and distribution of controlled substances; and
2. will not dispense or sell controlled substances and/or listed chemicals if it suspects that a prescription or drug order is not issued for a legitimate medical purpose or the actions conducted on the part of the prescriber or Customer and its employees are not performed in the normal course of professional practice.

In addition, Customer warrants that it understands that Cardinal Health is required by DEA regulations and some state regulations to identify and report suspicious orders of controlled substances and listed chemicals to the DEA and some state regulatory authorities. Customer agrees to act in good faith in assisting Cardinal Health to fulfill its obligations. Additionally, Customer warrants and understands that Cardinal Health, in fulfillment of its regulatory obligations, will not fill an order for controlled substances, listed chemicals, or other products monitored by Cardinal Health that Cardinal Health has determined to be suspicious.

Customer acknowledges that Cardinal Health may provide a copy of this document to the DEA or any other state or federal regulatory agency or licensing board.

Customer hereby acknowledges and agrees that, notwithstanding any other provision herein, or any provision in any other agreement between Cardinal Health and the Customer, Cardinal Health may immediately suspend, terminate or limit the distribution of controlled substances, listed chemicals, and other products monitored by Cardinal Health to the Customer at any time if Cardinal Health determines that such action is necessary to fulfil its legal or regulatory obligations.

Agreed to by a duly authorized officer, partner, or principal of Customer:

Signature: \_\_\_\_\_

Full Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1**



June 30, 2022

To whom it may concern:

This is a declaration and confirmation by Cardinal Health, Inc. and its subsidiaries exclusively that:

Cardinal Health is self-insured for products, completed operations liability and pharmacist professional liability. You will not be named as additional insured for any of the self-insured retention limits of the product liability, completed operations liability and pharmacist professional liability coverages. Cardinal Health's self-insurance is backed by its financial strength documented in financial statements found at [www.cardinalhealth.com](http://www.cardinalhealth.com). The existence of self-insurance within Cardinal Health's insurance program does not change any contractual obligation we may have, and shall not be deemed to exceed the scope of coverage and/or limits required, under our written contract or agreement with you.

As respects the Automobile Liability, Automobile Physical Damage, Comprehensive and Collision coverage is self-insured for all owned vehicles.

Please direct any questions or concerns to [GMB-DUB-RiskManagement@cardinalhealth.com](mailto:GMB-DUB-RiskManagement@cardinalhealth.com).

Denise Johnston  
Director, Risk Management

JPK/as

enc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE:MM/DD/YYYY)  
06/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Cincinnati OH Office 8044 Montgomery Road Suite 405 Cincinnati OH 45236-2919 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (866) 283-7122      FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cardinal Health, Inc. (See Additional Page) 7000 Cardinal Place Dublin OH 43017 USA	INSURER A: XL Insurance America Inc	24554
	INSURER B: XL Specialty Insurance Co	37885
	INSURER C: Greenwich Insurance Company	22322
	INSURER D: Indian Harbor Insurance Company	36940
	INSURER E:	
	INSURER F:	

Holder Identifier : Z

**COVERAGES**      **CERTIFICATE NUMBER: 570094095707**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR. I.D.	TYPE OF INSURANCE	ADDL. RISK	SUBS. W/O.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER:			RGD943716717 AOS, PR	06/30/2022	06/30/2023	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG Excluded Liquor Liability Lim Included
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			RAD943716817	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			US00092147L122A SIR applies per policy terms & conditions	06/30/2022	06/30/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Products/Completed O Excluded
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD943512517 (AOS) RWR943512617 (WT)	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-PR E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE-EA EMPLOYEE \$5,000,000 E.L. DISEASE-POLICY LIMIT \$5,000,000
D	E&O-PL-Primary			RGD943797703 E&O SIR applies per policy terms & conditions	06/30/2022	06/30/2023	Loss Limit \$5,000,000

Certificate No : 570094095707

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Cardinal Health, Inc. 7000 Cardinal Place Dublin OH 43017 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
--	--



AGENCY CUSTOMER ID: 570000070825  
 LOC #:



**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cardinal Health, Inc.	
POLICY NUMBER See Certificate Number: 570094095707		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570094095707	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		RWR300142404 (AK)	06/30/2022	06/30/2023		
	OTHER							
B	Excess WC			RWE943514317 Xs Work Comp - OH SIR applies per policy terms & conditions	06/30/2022	06/30/2023	EL Each Accident	\$4,500,000
							EL Disease - Ea Empl	\$4,500,000

AGENCY CUSTOMER ID: 570000070825  
 LOC #:



**ADDITIONAL REMARKS SCHEDULE**

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AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cardinal Health, Inc.	
POLICY NUMBER See Certificate Number: 570094095707			
CARRIER See Certificate Number: 570094095707	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Evidence of Coverage

As respects the Commercial General Liability Policy:  
 Additional Insured Managers or Lessors of Premises : as required by written contract  
 Additional Insured Owners, Lessees or Contractors - Scheduled Persons or Organization : as required by written contract  
 Coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured and shall not increase the applicable Limits of Insurance

As respects the Automobile Liability Policy:  
 Coverage symbol 1 (Any Auto) applies to Automobile Liability which includes coverage for Hired / Non-Owned Autos  
 Lessor - Additional Insured: all leased autos.  
 The policy will pay as interest may appear, you (Cardinal Health) and the lessor named in this endorsement for "loss" to a "leased auto",  
 Additional Insured Where Required under Written Contract or Agreement Endorsement

As respects General Liability, Automobile Liability, and Workers Compensation Policies:  
 Waiver of Subrogation is permitted as required by written contract or agreement executed prior to loss and in accordance with the terms, conditions and exclusions of the applicable policies.

AGENCY CUSTOMER ID: 570000070825

LOC #:



**ADDITIONAL REMARKS SCHEDULE**

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AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cardinal Health, Inc.	
POLICY NUMBER See Certificate Number: 570094095707			
CARRIER See Certificate Number: 570094095707	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Listing

Named Insured Listing for June 30, 2022 - June 30, 2023 includes but is not limited to the following:

- A+ Secure Packaging, LLC
- Abilene Nuclear, LLC
- Access Closure, Inc.
- Acuity GPO, LLC
- Aero-Med, LLC
- Allegiance (BVI) Holding Co. Ltd.
- Allegiance Corporation
- Allegiance Healthcare (Labuan) Pte. Ltd.
- Allegiance I, LLC
- Allegiance Labuan Holdings Pte. Ltd.
- API (Suppliers) Limited
- AssuraMed Acquisition Corp.
- AssuraMed Group, Inc.
- AssuraMed Holding, Inc.
- AssuraMed Intermediate Holding, Inc.
- AssuraMed, Inc.
- C. International, Inc.
- Cardinal Distribution Holding Corporation - I
- Cardinal Distribution Holding Corporation - II
- Cardinal Health 100, Inc.
- Cardinal Health 104 LP
- Cardinal Health 105, LLC
- Cardinal Health 107, LLC
- Cardinal Health 108, LLC
- Cardinal Health 110, LLC
- Cardinal Health 112, LLC
- Cardinal Health 113, LLC
- Cardinal Health 114, Inc.
- Cardinal Health 115, LLC
- Cardinal Health 116, LLC
- Cardinal Health 118, LLC
- Cardinal Health 119, LLC
- Cardinal Health 121, LLC
- Cardinal Health 122, LLC
- Cardinal Health 123, LLC
- Cardinal Health 124, LLC
- Cardinal Health 125, LLC
- Cardinal Health 126, LLC
- Cardinal Health 127, Inc.
- Cardinal Health 128, LLC
- Cardinal Health 130, LLC
- Cardinal Health 131, LLC
- Cardinal Health 132, LLC
- Cardinal Health 133, Inc.
- Cardinal Health 2, LLC
- Cardinal Health 200, LLC
- Cardinal Health 201 Canada L.P.
- Cardinal Health 201, LLC
- Cardinal Health 215, LLC
- Cardinal Health 222 (Thailand) Ltd.
- Cardinal Health 242, LLC
- Cardinal Health 246, Inc.
- Cardinal Health 247, Inc.
- Cardinal Health 249, LLC
- Cardinal Health 250 Dutch C.V.
- Cardinal Health 251, LLC
- Cardinal Health 252, LLC
- Cardinal Health 253, LP

AGENCY CUSTOMER ID: 570000070825

LOC #:



**ADDITIONAL REMARKS SCHEDULE**

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AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cardinal Health, Inc.	
POLICY NUMBER See Certificate Number: 570094095707			
CARRIER See Certificate Number: 570094095707	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds Continued

Cardinal Health 3, LLC  
 Cardinal Health 414, LLC  
 Cardinal Health 418, Inc.  
 Cardinal Health 5, LLC  
 Cardinal Health 500, LLC  
 Cardinal Health 524, LLC  
 Cardinal Health 529, LLC  
 Cardinal Health 6, Inc.  
 Cardinal Health 7, LLC  
 Cardinal Health 8, LLC  
 Cardinal Health Australia 503 Pty Ltd.  
 Cardinal Health Austria 504 GmbH  
 Cardinal Health Belgium 505 BVBA  
 Cardinal Health Canada Holdings Cooperatie U.A.  
 Cardinal Health Canada Inc.  
 Cardinal Health Capital Corporation  
 Cardinal Health Cardiology Solutions, LLC  
 Cardinal Health Chile Limitada  
 Cardinal Health Colombia S.A.S.  
 Cardinal Health Commercial Technologies, LLC  
 Cardinal Health Corporate Solutions, LLC  
 Cardinal Health D.R. 203 II Ltd.  
 Cardinal Health Denmark ApS  
 Cardinal Health do Brasil Ltda.  
 Cardinal Health Finance  
 Cardinal Health Finland Oy  
 Cardinal Health Foundation  
 Cardinal Health France 506 SAS  
 Cardinal Health Funding, LLC  
 Cardinal Health Germany 507 GmbH  
 Cardinal Health Germany Manufacturing GmbH  
 Cardinal Health Holding International, Inc.  
 Cardinal Health International Philippines, Inc.  
 Cardinal Health IPS, LLC  
 Cardinal Health Ireland 419 Designated Activity Company  
 Cardinal Health Ireland 508 Limited  
 Cardinal Health Ireland Manufacturing Limited  
 Cardinal Health Ireland Unlimited Company  
 Cardinal Health Italy 509 S.r.l.  
 Cardinal Health Japan G.K.  
 Cardinal Health Korea Limited  
 Cardinal Health Luxembourg 420 S.a.r.l.  
 Cardinal Health Luxembourg 522 S.a.r.l.  
 Cardinal Health Malaysia 211 Sdn. Bhd.  
 Cardinal Health Malta 212 Limited  
 Cardinal Health Managed Care Services, LLC  
 Cardinal Health Medical Products India Private Limited  
 Cardinal Health Mexico 244 S. de R.L. de C.V.  
 Cardinal Health Mexico 514 S. de R.L. de C.V.  
 Cardinal Health Middle East FZ-LLC  
 Cardinal Health MPB, Inc.  
 Cardinal Health Napoleon Holding, LLC  
 Cardinal Health Netherlands 502 B.V.  
 Cardinal Health Netherlands 525 Cooperatie U.A.  
 Cardinal Health Netherlands 528 B.V.  
 Cardinal Health Norway AS

AGENCY CUSTOMER ID: 570000070825

LOC #:



**ADDITIONAL REMARKS SCHEDULE**

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AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cardinal Health, Inc.	
POLICY NUMBER See Certificate Number: 570094095707			
CARRIER See Certificate Number: 570094095707	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds Continued

Cardinal Health P.R. 120, Inc.  
 Cardinal Health P.R. 218, Inc.  
 Cardinal Health P.R. 220, LLC  
 Cardinal Health P.R. 436, Inc.  
 Cardinal Health Pharmaceutical Contracting, LLC  
 Cardinal Health Pharmacy Services, LLC  
 Cardinal Health Poland Spółka z ograniczona odpowiedzialnoscia  
 Cardinal Health Portugal 513, Unipessoal Lda.  
 Cardinal Health Singapore 225 Pte. Ltd.  
 Cardinal Health Spain 511 S.L.  
 Cardinal Health Specialty Pharmacy, LLC  
 Cardinal Health Sweden 512 A.B.  
 Cardinal Health Switzerland 515 GmbH  
 Cardinal Health Systems, Inc.  
 Cardinal Health Technologies Switzerland GmbH  
 Cardinal Health Technologies, LLC  
 Cardinal Health U.K. 418 Limited  
 Cardinal Health U.K. 432 Limited  
 Cardinal Health U.K. Holding Limited  
 Cardinal Health U.K. International Holding LLP  
 Cardinal Health, Inc.  
 Cardinal Medical Equipment Consulting (Shanghai) Co., Ltd.  
 Cirpro de Delicias S.A. de C.V.  
 Clinic Pharmacies III, LLC  
 Clinic Pharmacies, LLC  
 Community Pharmacy Enterprises, LLC  
 Convertors de Mexico S.A. de C.V.  
 Cordis (Shanghai) Medical Devices Co., Ltd.  
 Cordis Cashel Unlimited Company  
 Cordis Corporation  
 Cornerstone Partners G.P.O., L.P.  
 Covidien Canada Holdings (C) Cooperatie U.A. (Inactive)  
 Covidien Ireland Limited (Inactive)  
 Covidien Manufacturing Solutions, S.A.  
 Dutch American Manufacturers II (D.A.M. II) B.V.  
 Ellipticare, LLC  
 EPIC Insurance Company  
 Especialidades Medicas Kenmex S.A. de C.V.  
 Flexible Stenting Solutions, Inc.  
 Frog Horned Capital, Inc.  
 Generic Drug Holdings, Inc.  
 Griffin Capital, LLC  
 HDG Acquisition, Inc.  
 imgRx Healdsburg, Inc.  
 imgRx Salud, Inc.  
 imgRx SJ Valley, Inc.  
 imgRx SLO, Inc.  
 imgRx Sonoma, Inc.  
 InnerDyne Holdings, Inc.  
 Innovative Therapies, LLC  
 Instant Diagnostic Systems, Inc (Inactive - Aug 2018)  
 InteCardia-Tennessee East Catheterization, LLC  
 ITI Sales, LLC  
 Kendall-Gammatron Limited  
 Killilea Development Company, Ltd  
 Kinray I, LLC  
 KPR Australia Pty. Ltd  
 KPR Switzerland Sales GmbH  
 KPR U.S., LLC  
 Leader Drugstores, Inc

AGENCY CUSTOMER ID: 570000070825

LOC #:



**ADDITIONAL REMARKS SCHEDULE**

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AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cardinal Health, Inc.	
POLICY NUMBER See Certificate Number: 570094095707			
CARRIER See Certificate Number: 570094095707	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds Continued

Limited Liability Company "Cardinal Health Russia"  
 Ludlow Technical Products Canada, Ltd.  
 Marin Apothecaries  
 Medicap Pharmacies Incorporated  
 Medicine Shoppe Capital Corporation  
 Medicine Shoppe International, Inc.  
 Medicine Shoppe Internet, Inc.  
 Mediquip Sdn. Bhd.  
 Mirixa Corporation  
 MSCRIPTS HOLDING, LLC  
 MSCRIPTS, LLC  
 NeuroLogic GPO, LLC  
 Nippon Covidien Ltd.  
 One Cloverleaf, LLC  
 Outcomes Incorporated  
 Owen Shared Services, Inc.  
 Pharmacy Operations Of New York, Inc.  
 Pharmacy Operations, Inc.  
 Physicians Purchasing, Inc.  
 Pinnacle Intellectual Property Services, Inc.  
 Pinnacle Intellectual Property Services-International, Inc.  
 Quiroproductos de Cuauhtemoc S. de R.L. de C.V.  
 RainTree Administrative Services, LLC  
 RainTree Care Management, LLC  
 RainTree GPO, LLC  
 Ransdell Surgical, Inc.  
 Red Oak Sourcing, LLC  
 Renal Purchasing Group, LLC  
 RGH Enterprises, LLC  
 RT Oncology Services Corporation  
 Rxealtime, Inc.  
 Sierra Radiopharmacy, L.L.C.  
 Sonexus Health Access & Patient Support, LLC  
 Sonexus Health Distribution Services, LLC  
 Sonexus Health Financial Solutions, LLC  
 Sonexus Health Pharmacy Services, LLC  
 Sonexus Health, LLC  
 TelePharm, LLC  
 The Harvard Drug Group, L.L.C.  
 Tianjin ITI Trading Company  
 Tradex International, Inc.  
 Uromed, Inc. (Inactive)  
 Wavemark Lebanon Offshore s.a.l.  
 Wavemark, Inc.