



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.2
(ID # 25608)

MEETING DATE:
Tuesday, July 30, 2024

FROM : RUHS-MEDICAL CENTER

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approve the Secondary Vendor Agreement with Cardinal Health 110 and 112, LLC., to establish a secondary wholesale pharmaceutical supplier, effective August 1, 2024 through July 31, 2026, All Districts. [Annual Cost \$3,000,000, up to \$300,000 in additional compensation 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

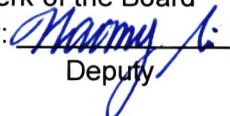
1. Approve the Secondary Vendor Agreement with Cardinal Health 110 and 112, LLC, to establish a secondary wholesale pharmaceutical supplier, not to exceed an annual compensation amount of \$3,000,000 and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that may include modifications to the scope of services that stay within the intent of the Agreement (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreement; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to issue a Purchase Order(s) for the goods and services of the Agreement in accordance with the Boards approval granted herein.

ACTION:Policy

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 30, 2024
xc: RUHS-Medical Center

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$3,000,000	\$3,000,000	\$6,000,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 24/25 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action seeks approval for a Secondary Vendor Agreement with Cardinal Health to procure pharmaceutical supplies, ensuring equitable inventory for Riverside University Health System – Medical Center (RUHS-MC). The Agreement is intended to supplement, not replace, our primary agreement, thereby enhancing our ability to access much essential supplies when our primary wholesaler is out of stock of certain medications.

Engaging a secondary wholesaler is critical for diversifying and securing our drug supply. Cardinal Health will serve as a backup source for necessary drugs when our primary wholesaler is unable to meet our demands or experiences stock shortages. Without a reliable Secondary Vendor Agreement, we face limitations in procuring available inventory and are unable to optimize purchasing decisions that minimize costs for treating patients at the medical center.

The pharmaceutical industry has experienced significant changes and challenges in recent years, straining RUHS-MC. These challenges include natural disasters, pandemics, increased demand for services, innovations in specialty pharmaceuticals, and the shift of patients to non-acute care settings. To mitigate these challenges and achieve purchasing optimization, we require a secondary vendor agreement with Cardinal Health to access their diverse portfolio of products.

Impact on Residents and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY24/25 budget. No additional County funds are required.

Contract History and Price Reasonableness

The Secondary Vendor Agreement will enable RUHS-MC to leverage Cardinal Health Pharmaceutical pricing available through the County's Vizient Group Purchasing Organization

**CARDINAL HEALTH
SECONDARY VENDOR AGREEMENT**

This Secondary Vendor Agreement (the "Agreement") is effective on the first day of the first month following full execution of this Agreement (the "Effective Date"), between County of Riverside, a political subdivision of the State of California on behalf of Riverside University Health System ("you", "your" or "Buyer") and Cardinal Health 110, LLC and Cardinal Health 112, LLC (collectively, "we", "us" "our" or "Cardinal Health"), who hereby agree as follows:

1. Designation as Secondary Wholesaler. Buyer hereby designates Cardinal Health as a secondary wholesale pharmaceutical supplier to the pharmacies, hospitals, nursing homes, clinics and/or other facilities owned, managed or operated by Buyer during the term of this Agreement (collectively, the "Facilities" and individually, a "Facility"). A current list of the Facilities is attached as **Exhibit A**. Additional Facilities may be added to Exhibit A from time to time subject to our advance approval, and you agree to seek our approval to include all additional Facilities you own, manage or operate. The addition of any 340B contract pharmacy Facilities will be subject to terms, conditions and fees determined by applicable law.

2. Pricing. Except as otherwise described in this Agreement, during the Initial Term (as defined below) Buyer will pay a purchase price for all Merchandise (as defined herein) bought under this Agreement equal to the manufacturer's published wholesale acquisition cost for the Merchandise at the time the Facility's order is submitted to Cardinal Health, adjusted to reflect any then-applicable contract pricing ("Cost") plus the percentage listed below (the "Cost of Goods"), plus all applicable taxes or other assessments. Thereafter, except as otherwise described in this Agreement, Buyer will pay a purchase price for all Merchandise bought under this Agreement equal to Cardinal Health's Cost plus 5.00%. For purposes of this Agreement, the term "Qualified Purchases" means all purchases you and/or the Facilities pay for under the terms of this Agreement, net of all returns, credits, rebates, late charges, or other similar items, on an annual, quarterly, or monthly basis, as applicable. Furthermore, "Merchandise" means, collectively, the pharmaceuticals (branded, generic and drop-shipped) (the "Rx Products") and certain other inventory (the "Non-Rx Products") that are carried by Cardinal Health. Despite any other provision in this Agreement, you understand that Cardinal Health reserves the absolute right at all times to determine what Merchandise it will carry.

Average Monthly Qualified Purchases	17.5 DSO
\$0.00 - \$99,999.99	0.00%
\$100,000.00 - \$249,999.99	-0.50%
\$250,000.00 & Above	-1.00%

Your initial payment terms will be: 17.5 DSO Payment is due in full by the 25th of each month of the amount due for all Merchandise delivered and services provided from the 1st to the 15th of the month, and by the 10th of the following month of the amount due for all Merchandise delivered and services provided from the 16th to the last day of the immediately preceding calendar month.

The purchase price for selected Merchandise, including but not limited to the following items, will not be based on Cost-plus pricing described above and may be subject to additional handling charges: multisource pharmaceuticals, Cardinal Health Source Program ("**Source Program**") Merchandise, private label products, medical/surgical supplies, home health care/durable medical equipment, contrast media, Merchandise acquired from vendors not offering customary cash discount or other terms, vaccines, and other slow moving, specially-handled, non-traditional and/or non-pharmaceutical Merchandise.

Purchase price for Specialty Carve Out Pharmaceuticals

Notwithstanding anything to the contrary that may be contained in this Agreement, the purchase price for "Specialty Carve Out Pharmaceuticals" during the Initial Term shall equal your then-applicable Cost of Goods plus 3.00%. Thereafter, the purchase price for Specialty Carve Out Pharmaceuticals shall equal Cardinal Health's Cost plus 3.00%. 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 Cardinal Health's Specialty Pharmaceutical Distribution channel ("SPD") or are otherwise excluded from your applicable Cost of Goods set forth above). 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 Product 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 customer of any such addition.

At the end of each calendar quarter during the Initial Term, we will evaluate your payment history based on actual weighted average payment days; and your average monthly Qualified Purchases during such calendar quarter. Prospective adjustments to the then-applicable Cost of Goods will be made as appropriate. No retroactive adjustment will be applied to your purchases, absent bad faith on your part.

The pricing specified herein is net of group purchasing organization administrative fees. If the applicable administrative fee is increased or if you or any Facility affiliates with a different group purchasing organization, we reserve the right to adjust the applicable pricing accordingly.

Purchase price for drop-shipped Merchandise

Notwithstanding anything to the contrary that may be contained in this Agreement, the Cost of Goods applicable to your purchases of drop-shipped Merchandise (excluding drop-shipped Merchandise that is otherwise excluded from your applicable Cost of Goods set forth above) will be +0.00%.

3. Ordering and Delivery. Buyer will submit all orders, except for orders for Schedule II drugs, for all Merchandise to Cardinal Health via Order Express or such other electronic order entry system as we may approve from time to time. Notwithstanding the terms of this Agreement, each order placed by Buyer or any Facility shall be subject to acceptance by Cardinal Health.

DEA Form 222 must be submitted via Cardinal Health's Controlled Substance Ordering System ("**CSOS**"). No Schedule II orders will be delivered other than in compliance with DEA regulations.

Cardinal Health will deliver the Merchandise F.O.B. destination to the Facility in accordance with Cardinal Health's general delivery schedules established from time to time by the applicable Cardinal Health servicing division (exclusive of holidays, etc.). Each Facility will be eligible to receive one (1) delivery per day, five (5) days per week (Monday - Friday) at no additional charge; provided, however, all deliveries will be subject to the Fuel Surcharge set forth below. You will incur a separate per delivery charge for non-standard or custom deliveries, additional scheduled deliveries to a Facility or deliveries to multiple locations or departments within a Facility (i.e., materials management, dietary department, etc.). We will assess a fee of Twenty-Five Dollars (\$25) (the "**Small Volume Order Fee**") for each scheduled delivery of Merchandise (excluding auto-shipments, drop-shipped Merchandise, and items purchased through SPD) with an aggregate order value of less than One Thousand Five Hundred Dollars (\$1,500.00). For each delivery, we will aggregate the value of all orders (excluding auto-shipments, drop-shipped Merchandise, and items purchased through SPD) for the applicable delivery location within the Facility to determine the gross order value for such delivery location. If this value is less than One Thousand Five Hundred Dollars (\$1,500.00), a Small Volume Order Fee will be added to the invoice.

Cardinal Health reserves the right to charge a Fuel Surcharge ("**Fuel Surcharge**") for each delivery stop made to a Facility 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 (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 with Fuel Surcharge adjustments being applicable on the first day of each calendar month. The Fuel Surcharge shall be billed, as applicable, as a separate invoice line item for each stop. (CIN #5767025)

4. Manufacturer Contracts. We will recognize and administer manufacturer pricing contracts for Rx Products between you 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 us, and (iii) subject to such credit considerations concerning the applicable manufacturers as we consider appropriate. However, if manufacturers' chargebacks for contract items submitted by us are disallowed, uncollectable, or unreconcilable, then the applicable charge will be billed back to you. You must notify us of all applicable pricing information included in the Manufacturer Contracts, including renewals, replacements or terminations of Manufacturer Contracts not less than 45 days before the effective date of such Manufacturer Contract, renewal, replacement or termination. We reserve the right to assess a processing fee to you for any Manufacturer Contract credit and/or rebill activity.

5. Payment Terms. We retain the right to adjust your payment terms, place you on C.O.D. status, and/or refuse orders based on your payment performance, changes in your financial condition or other credit considerations we deem relevant. All payments for Merchandise delivered and services provided by Cardinal Health 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. If payment is not made via electronic funds transfer, we reserve the right to increase your Cost of Goods by 0.05%. Deductions for Merchandise returns or shipping discrepancies (quantity and price) may not be taken until a valid credit memo is issued by Cardinal Health. You may from time to time (but not more often than once per calendar quarter) request that your payment terms be changed as to future Merchandise purchases, subject to our advance written consent. Buyer will pay a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Buyer to Cardinal Health when due under the terms of this Agreement from the first day of delinquency until such amount is paid in full, along with reasonable attorney fees associated with any such delinquency. 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 If amounts due are not paid by Buyer pursuant to the maximum payment term set forth above, Cardinal Health reserves the right to add 10 basis points (0.10%) per each weighted average payment day beyond such maximum payment term to the applicable pricing. Without limiting Cardinal Health's rights under law or in equity, Cardinal Health and its affiliates, parent or related entities, collectively or individually, may exercise a right of set-off against any and all amounts due to Buyer. For purposes of this Section, Cardinal Health, its affiliates, parent or related entities shall be deemed to be a single creditor. Buyer will provide Cardinal Health with Buyer's financial statements and/or tax returns with all notes and schedules as Cardinal Health may reasonably request from time to time to confirm Buyer's credit worthiness with respect to this Agreement. Buyer will give Cardinal Health any and all credit information Cardinal Health requests not less than thirty (30) days before Buyer's initial purchases under this Agreement and, after that, as Cardinal Health may reasonably request from time to time. Buyer shall provide Cardinal Health with (i) copies of its most recently prepared financial statements (unless Buyer's financial statements are publicly available), (ii) company-prepared interim financial statements, (iii) tax returns and/or (iv) such other financial information as Cardinal Health may reasonably request.

6. Own Use. Buyer represents, warrants and certifies that it and each of its Facilities has all required governmental licenses, permits and approvals required to purchase, use and/or store the Merchandise purchased from Cardinal Health and that all of Buyer's or each of Buyer's Facility's purchases hereunder are for its "own use" in the Facilities, as such term is defined in judicial or legislative interpretation, and not for resale to anyone other than the end user. We may terminate this Agreement immediately if we reasonably determine that you or any Facility have breached this "own use" limitation.

7. Returned Goods. Cardinal Health will accept Merchandise for return from Buyer, in the case of filling errors or damage, provided any filling error and/or damage is reported to Cardinal Health within two (2) business days and such Merchandise are returned within ten (10) business days of the date of the applicable invoice. Buyer and each Facility shall execute Cardinal Health's standard Returned Goods Authorization Ongoing Assurance (in the form attached hereto as Exhibit B) prior to returning any Merchandise to Cardinal Health.

8. Compliance. Prior to purchasing any Merchandise under this Agreement, Buyer must complete the Compliance Representations and Warranties for Customers attached hereto as Exhibit C and return it to the address indicated therein.

9. Term and Termination. The initial term of this Agreement will begin on the Effective Date and continues for two (2) years ("**Initial Term**"), and may be renewed by written amendment to this Agreement. Either party may terminate this Agreement by providing the other party with at least thirty (30) days written notice.

References to the "term" of this Agreement include the Initial Term and any renewal term(s). Either party may affect 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 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, in addition to any and all other rights or remedies it may have, provide written notice to the breaching party that this Agreement will be terminated immediately following the expiration of such sixty (60) day period. In the event of Buyer's payment default or credit considerations deemed relevant to Cardinal Health, Cardinal Health may terminate this Agreement immediately upon providing notice to Buyer. Notwithstanding the foregoing, Cardinal Health may terminate this Agreement at any time upon providing not less than thirty (30) days prior written notice thereof to Buyer.

10. Taxes/Compliance with Laws. 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 product under this Agreement, or the product 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.

Buyer and Cardinal Health will comply with all federal and state laws, rules and regulations applicable to their respective obligations under this Agreement. If and to the extent any discount, credit, rebate or other purchase incentive is paid or applied by Cardinal Health with respect to the products purchased under this 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 products purchased by Buyer or any Facility under the terms of this 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 this Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Buyer and/or each Facility.

11. Warranty Disclaimer and Limitation of Liability. CARDINAL HEALTH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CARDINAL HEALTH BE LIABLE TO BUYER OR ANY FACILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL CLAIMS, LIABILITIES OR DAMAGES, NOR WILL CARDINAL HEALTH'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO CARDINAL HEALTH UNDER THE TERMS OF THIS AGREEMENT.

12. Force Majeure. Each parties' obligations under this 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 such party.

13. Miscellaneous. This Agreement and its exhibits constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, proposals, bids/bid responses, and understandings between the parties relative to the subject matter of this Agreement. No waiver of any right or remedy by either party shall constitute a subsequent waiver of the same right or remedy. No changes to this Agreement will be made or be binding on any party unless made in writing and signed by each party to this Agreement. This Agreement shall not be assigned by either party without the prior written consent of the other party; provided, however, that we may delegate our rights and obligations to any entity that is controlled by or under common control with Cardinal Health, Inc. This Agreement does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between the parties. Buyer represents and warrants that it has the authority to contractually bind the Facilities to the terms and conditions of this Agreement.

14. Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

15. Buyer's Authority to Contract. Each party represents and certifies to the other party 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.

County of Riverside, a political subdivision of the State of California
on behalf of Riverside University Health System
26520 Cactus Ave Moreno Valley
CA 92555-3927

Cardinal Health 110, LLC
Cardinal Health 112, LLC

7000 Cardinal Place
Dublin, Ohio 43017

Signature: 

Name: CHUCK WASHINGTON

Title: CHAIR, BOARD OF SUPERVISORS

Date: 7/30/2024

Signature: Steven Grant

Name: Steven Grant

Title: Executive Sales Director

Date: Jul 16, 2024

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Gregg Gu
Gregg Gu
Chief Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

EXHIBIT A

Facilities

Name	Street Address	City	State	Zip
Riverside University Health System Medical Center	26520 Cactus Ave	Moreno Valley	CA	92555

EXHIBIT B



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 ("**Buyer**") of Cardinal Health, (the "**Distributor**") hereby agrees that this document is being delivered to confirm Buyer's compliance with applicable federal, state, and local laws / guidelines concerning returned goods and shall apply to all returns by Buyer 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 Buyer and Distributor.

Buyer 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 Buyer'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) Buyer 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 Buyer 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 Buyer 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.

Riverside University Health System - Medical Center

Print Buyer Name (i.e., Store Name) (Include all that apply)

26520 Cactus Ave.

Moreno Valley, 92555

Print Store Address

Chuck Washington, Chair

By Authorized Person / Title (Print)

7/30/2024
Date

Chuck Washington
Signature of Authorized Person

PDQRA-RTN-P001/Form1 DCN: 4548 Effective Date: 15 Feb 2016

ATTEST:
KIMBERLY A. RECTOR, Clerk

By *Maamy*
DEPUTY

JUL 30 2024 15.2



Compliance Representations and Warranties for Buyers

County of Riverside, a political subdivision of the State of California ("Buyer") represents and certifies that it:

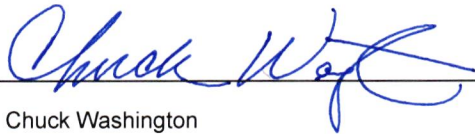
1. will abide by all applicable laws, rules, regulations, ordinances and guidance of the federal Drug Enforcement Administration ("DEA"), the states into which it dispenses or sells controlled substances and/or listed chemicals, and the states in which it is licensed, including, without limitation, all 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 Buyer and its employees are not performed in the normal course of professional practice.

In addition, Buyer certifies 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. Buyer agrees to act in good faith in assisting Cardinal Health to fulfill its obligations. Additionally, Buyer certifies 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.

Buyer 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.

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

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

Signature: 
 Full Name (print): Chuck Washington
 Title: Chair
 Date: 7/30/2024

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY











Riverside University Health System Medical Center- Acute SVA - 20240716_final

Final Audit Report

2024-07-16

Created:	2024-07-16
By:	Joel Ruvalcaba (J.Ruvalcaba@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGfoQXbkkoHu575xR-qUXamObyBffSumV

"Riverside University Health System Medical Center- Acute SVA - 20240716_final" History

-  Document created by Joel Ruvalcaba (J.Ruvalcaba@ruhealth.org)
2024-07-16 - 6:31:39 PM GMT- IP address: 158.61.6.5
-  Document emailed to steven.grant@cardinalhealth.com for signature
2024-07-16 - 6:33:13 PM GMT
-  Email viewed by steven.grant@cardinalhealth.com
2024-07-16 - 10:01:40 PM GMT- IP address: 104.47.57.254
-  Signer steven.grant@cardinalhealth.com entered name at signing as Steven Grant
2024-07-16 - 10:02:55 PM GMT- IP address: 208.127.87.90
-  Document e-signed by Steven Grant (steven.grant@cardinalhealth.com)
Signature Date: 2024-07-16 - 10:02:57 PM GMT - Time Source: server- IP address: 208.127.87.90
-  Document emailed to ggu@rivco.org for signature
2024-07-16 - 10:02:58 PM GMT
-  Email viewed by ggu@rivco.org
2024-07-16 - 10:22:07 PM GMT- IP address: 104.47.65.254
-  Signer ggu@rivco.org entered name at signing as Gregg Gu
2024-07-16 - 10:22:43 PM GMT- IP address: 158.61.6.1
-  Document e-signed by Gregg Gu (ggu@rivco.org)
Signature Date: 2024-07-16 - 10:22:45 PM GMT - Time Source: server- IP address: 158.61.6.1
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2024-07-16 - 10:22:45 PM GMT