

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED **2** PAGES

AGREEMENT NUMBER

**19-11089**

AMENDMENT NUMBER

**A01**

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Cardinal Health Pharmacy Services, LLC

2. The term of this Agreement is:

START DATE

4/14/2020

THROUGH END DATE

9/30/2020

3. The maximum amount of this Agreement after this Amendment is:

\$500,000.00

Five Hundred Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

i. The purpose of this amendment is to add Attachment 2 to the original agreement which is Cardinal Health's Medication Order Management System (MOMS) Solution. MOMS is a web-based, integrated order management and clinical consultation tracking tool.

ii. See Attached document "Attachment 2"

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Cardinal Health Pharmacy Services, LLC

CONTRACTOR BUSINESS ADDRESS

13651 Dublin Ct

CITY

Stafford

STATE

TX

ZIP

77477

PRINTED NAME OF PERSON SIGNING

Michael Brown

TITLE

VP, Pharmacy Operations and Account Mngmt

CONTRACTOR AUTHORIZED SIGNATURE


  
Michael D. Brown (Apr 17, 2020)

DATE SIGNED

Apr 17, 2020

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Timothy Bow

 Digitally signed by Timothy Bow  
 Date: 2020.04.17 12:12:56 -07'00'

DATE SIGNED

4/17/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

Executive Order N-25-20-COVID-19



Cardinal Health  
13651 Dublin Ct.  
Stafford, TX 77477  
800.231.9807 toll free

April 16, 2020

Tim Bow  
Procurement Officer Emergency Operations  
California Department of Public Health  
1616 Capitol Avenue  
Sacramento, California 95814

Re: Pharmacy Agreement effective April 14, 2020, between California Department of Public Health and Cardinal Health Pharmacy Services, LLC ("Agreement")

Dear Mr. Bow:

This document is to serve as an amendment to the Agreement between the California Department of Public Health and Cardinal Health Pharmacy Services, LLC ("Amendment") to add Cardinal Health's Medication Order Management System ("MOMS") Solution to the Agreement, subject to the Implementation Fee and terms set forth below. The MOMS Solution is a web-based, integrated order management and clinical consultation tracking tool that enables hospital pharmacies to identify key safety, quality, productivity and clinical improvements with robust reporting capabilities.

Implementation of the MOMS Solution shall consist of the following:

- a. Kickoff Conference. Within ten (10) business days after execution of the Agreement, Customer shall: (i) be available for a conference call between Customer and Cardinal Health's installation team (the "Kickoff Conference").
- b. Training session. Cardinal Health requires one (1) day at the Customer's ACF for application training and implementation. Cardinal Health shall provide two (2) two-hour (2 hr.) web-based training sessions, on how to use the Medication Order Management System application.
- c. Implementation Fee. Customer shall pay Cardinal Health a one-time MOMS Implementation Fee of five thousand dollars (\$5,000).

In order to access the MOMS Solution, Customer shall be responsible for providing its Authorized Users (defined below) with the necessary equipment to access the World Wide Web. "Authorized Users" shall mean Customer's employees or agents at the ACF, who have a legitimate need to access the MOMS Solution in connection with Customer's operations. Customer will notify Cardinal Health in the event that an Authorized User is terminated within five (5) business days of termination so that such individual is unable to access the MOMS Solution.

Cardinal Health shall use commercially reasonable efforts to ensure the MOMS Solution is generally available to the ACF twenty-four (24) hours a day, seven (7) days a week, except for (i) scheduled downtime; and (ii) downtime caused by circumstances beyond Cardinal Health's reasonable control.

All data submitted by Customer to Cardinal Health for the MOMS Solution ("Customer Data") remains the sole property of Customer. Customer grants to Cardinal Health a non-exclusive license to use, copy, store, modify and display the Customer Data solely to the extent necessary to provide the MOMS Solution at the ACF and to create certain reports and statistical analyses requested by the Customer.

Please indicate your agreement with this Amendment by signing and dating on the lines provided below. Please email a signed copy to [robin.popp@cardinalhealth.com](mailto:robin.popp@cardinalhealth.com). A fully executed Amendment will be returned for your files.

All terms and conditions of the Agreement not supplanted or supplemented herein shall remain unaltered and in full force and effect. All capitalized terms used in this Amendment and not defined herein but defined in the Agreement will have the meanings assigned to such terms in the Agreement. All definitions in this Amendment



that were not previously defined in the Agreement will have the meanings assigned to such terms in this Amendment. To the extent that there is any conflict between this Amendment and the Agreement, this Amendment shall control as to the MOMs Solution only.

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

We appreciate the opportunity to provide service to California Department of Public Health and look forward to continuing our mutually beneficial relationship.

Sincerely,

Robin T. Popp  
Manager, Contract Administration

Cardinal Health Pharmacy Services, LLC

California Department of Public Health

By:   
Michael D. BROWN (Apr 16, 2020)

By:

Name: Michael D. BROWN

Name: Timothy Bow

Title: V.P. Managed Services

Title: Procurement Officer, Emergency Opes

Date Signed: Apr 16, 2020

Date Signed: 4/16/2020

Last Modified on 4/16/2020