

Exhibit E
Commitment Agreement Template

COMMITMENT AGREEMENT
Pharmaceutical Products Distribution Services
HealthTrust Purchasing Group Members

Distributor: **Cardinal Health 110, LLC and Cardinal Health 112, LLC** (“Distributor”)
HealthTrust Purchaser Legal Entity Name: **University Medical Center of Southern Nevada**
 (“Purchaser”)

1. **Purchase Commitment.** Purchaser hereby appoints Distributor as the prime distributor for Products for itself and each Facility, and Distributor hereby agrees to provide distribution services for Products in accordance with the Master Distribution Agreement between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Distributor for pharmaceutical products dated March 3, 2021 (HPG-5956) (“HealthTrust Agreement”), and the terms in this Commitment Agreement. Purchaser and each Facility shall purchase from Distributor at least [REDACTED] [REDACTED] of its requirements for Products available from Distributor, excluding direct purchases only available from manufacturers, and participate in HealthTrust Generics Program as set forth in Attachment B. Purchaser shall cause each Facility to satisfy each obligation imposed on a Facility hereunder and to refrain from taking any action in contravention of such obligations. Purchaser shall be solely liable for any breach of this Commitment Agreement, including any breach by an individual Facility when the context of this Commitment Agreement indicates that a particular obligation is Facility specific. Capitalized terms used herein that are not defined shall have the meaning ascribed to them in the HealthTrust Agreement.

2. **Commencement Date.** Distributor shall commence distribution services on the first day of the first month following full execution of this Commitment Agreement (“Effective Date”). This Commitment Agreement shall have an initial term continuing to August 31, 2026, unless terminated as provided herein below. Notwithstanding, if any Facility terminates its membership in HealthTrust, then this Commitment Agreement shall terminate as of the termination of its membership in HealthTrust. In such event, Facility shall enter into an agreement directly with Distributor with a term extending through at least the expiration date of this Agreement. If during the term of this Commitment Agreement a Facility of Purchaser is acquired by another Participant of HealthTrust, then such Facility shall have the right to terminate its obligations to Distributor under this Commitment Agreement upon thirty (30) days advanced written notice without an obligation to enter into a new agreement directly with Distributor. If this Commitment Agreement is executed by Purchaser on behalf of a particular Facility that has a commitment agreement under the HealthTrust Agreement with Distributor as of this Effective Date, then the terms of this Commitment Agreement shall take priority over the terms of any such Facility commitment agreement. Subject to the terms of the HealthTrust Agreement, Purchaser and Distributor hereby agree that any prior Commitment Agreement between Purchaser and Distributor is hereby terminated.

3. **GPO Designation.** Purchaser, for itself and on behalf of each Facility: (a) designates HealthTrust Purchasing Group as its, and their, sole group purchasing organization; (b) agrees to be bound by the terms of the HealthTrust Agreement; and (c) acknowledges that the pricing and other terms set forth herein are contingent on the foregoing designation and agreement.
4. **Chargeback Rebill.** HealthTrust must authorize Purchaser and each Facility's eligibility for participation under a HealthTrust Vendor Contract before Distributor loads the contract for Purchaser or a Facility. In the event a HealthTrust Vendor denies a chargeback or rebate for a Product purchased by Purchaser or a Facility, Distributor and HealthTrust will work with the HealthTrust Vendor to attempt to resolve the denial. If Distributor and HealthTrust are unable to have the denial reversed after one hundred and twenty (120) days, Purchaser agrees to pay Distributor the amount of the denied chargeback.
5. **Own Use Certification.** Purchaser hereby certifies that it, and its Facilities, have all required governmental licenses, permits and approvals required to purchase, use and/or store the Products purchased from Distributor and that all of Facility's purchases of Products from Distributor are for the Facility's "own use", as such term is defined in judicial or legislative interpretation, as applicable, and not for resale to anyone other than the end user or Affiliate of the Facility. Distributor may terminate this Commitment Agreement upon written notice to the applicable Facility if Distributor reasonably determines that such Facility has breached this "own use" limitation. Prior to any termination, Distributor and the Facility will work together to determine the legitimacy of the use of the Products at issue.
6. **Ordering Systems.** One (1) hand held electronic order entry unit with a bar code scanning wand (QS-22) will be provided to each Purchaser at no additional charge. Additional units will be available for an additional charge. To accommodate physical inventories, a reasonable number of additional units will be loaned to Purchasers at no additional charge on a temporary basis. In the event Distributor discontinues use of the units during the Term, and replaces it with another service offering, Distributor will make such replacement offering available to all Facilities a no additional charge.

Distributor will provide each Facility with access to Distributor's web-based ordering platform, referred to herein as the "System", at no additional charge; provided, however, each Facility must supply all hardware required to access the System, all required Internet access and any required interfaces or other network enhancements, all at Facility's own expense. Facilities may not use the System for any purpose unrelated to this Commitment Agreement. In the event Distributor discontinues use of its System during the Term, and replaces it with another service offering, Distributor will make such replacement offering available at no additional charge on an exchange basis. Distributor shall retain title to all hardware provided hereunder and such hardware shall be returned to Distributor upon the earlier of termination or expiration of this Commitment Agreement or termination of such Facility from this Commitment Agreement or prior to termination or expiration if Distributor reasonably believes its proprietary rights are threatened.

Distributor shall retain title to all hardware provided hereunder and such hardware shall be returned to Distributor upon the earlier of termination or expiration of this Commitment Agreement or termination of such Facility from this Commitment Agreement or prior to termination or expiration if Distributor reasonably believes its proprietary rights are threatened.

All Systems provided by Distributor for purposes under this Commitment Agreement shall be maintained and updated by Distributor at Distributor's expense.

7. **Data.** Distributor and Purchaser acknowledge and agree that as to any transactions for Products, Distributor and Purchaser shall own all transaction data, but that HealthTrust shall have the right to receive transaction data from Distributor to allow HealthTrust to perform its group purchasing functions.
8. **Confidentiality.** Purchaser agrees to: (a) maintain the pricing and terms of this Commitment Agreement and the HealthTrust Agreement confidential and shall not disclose such pricing and terms to third parties (excluding HealthTrust) without prior written consent of Distributor; and (b) cause each Affiliate and Facility to abide by such confidentiality obligations. Notwithstanding the foregoing, Distributor acknowledges that Purchaser is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to the Commitment Agreement which Distributor has claimed to be confidential and proprietary, Purchaser will immediately notify Distributor of such demand and Distributor shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order. Distributor shall indemnify, defend and hold harmless Purchaser from any third-party claims or actions, including all reasonable associated costs and attorney's fees, regarding or related to any demand for the disclosure of Distributor documents in Purchaser's custody and control in which Distributor claims to be confidential and proprietary.
9. **Costs.** If it becomes necessary for either party to take action to collect any sums due or enforce any provisions hereunder, the prevailing party shall be entitled to costs and expenses of collection, up to [REDACTED], including, without limitation, reasonable attorneys' fees and court costs.
10. **Credit and Payment.** Distributor's obligation to extend credit to Purchaser is contingent upon Purchaser's initial and continued qualification under Distributor's credit policy. Any past due invoice will be assessed interest at a [REDACTED] rate or the highest amount allowed by law, if lower; provided, however, that the aggregate amount of interest assessed against Purchaser on an annual basis shall not exceed [REDACTED]. Purchaser hereby grants Distributor a security interest in the Products and any deposit(s), if applicable, to secure payment to Distributor (or its Affiliates) for such Products and Services under this Agreement. . For purposes of this Section 9, Distributor, its affiliates, parent or related entities shall be deemed to be a single creditor. Purchaser will provide to Distributor any and all credit information Distributor requests not less than thirty (30) days before Purchaser's initial purchases under this Agreement and, after that, as Distributor may reasonably request from time to time, but no more than once per

calendar quarter; provided, however, Distributor may request such credit information as frequently as it deems appropriate in the event of a payment default by Purchaser. Distributor retains the right to adjust Purchaser's payment terms, place Purchaser on C.O.D. status, and/or refuse orders based on an adverse change in Purchaser's payment performance, financial condition or other commercially reasonable credit considerations related to Purchaser as Distributor deems relevant. Following payment term change, Distributor and Purchaser will elevate credit concerns to their respective finance teams in an effort to obtain an updated understanding of Purchaser's financial condition and discuss the possibility of restoring credit availability to Purchaser. All payments by Purchaser for Products provided under this Commitment Agreement must be by electronic funds transfer or other method acceptable to Distributor so as to provide Distributor with good funds by the due date. Deductions for Product returns or shipping discrepancies (quantity and price) may not be taken until Distributor issues a valid credit memo to Facility.

At the end of each calendar quarter, Distributor will evaluate each Purchaser's payment history based on actual weighted average payment days ("WAPD") and average monthly purchases during the calendar quarter. Prospective adjustments to the then-applicable Net Adjustment will be made as appropriate pursuant to the terms set forth in Attachment C upon notice to Purchaser. No retroactive adjustment will be applied to purchases.

11. **Ordering; Delivery Times.** Purchaser may place orders for Products with Distributor via EDI, internet e-commerce or facsimile twenty (24) hours per day. Telephone orders may be placed with Distributor's customer service center from 7:00 a.m. to 7:00 p.m. CST (excluding the following holidays: Christmas, New Year's Day, Martin Luther King Day, Thanksgiving Day and the day after, Memorial Day, the Fourth of July, and Labor Day). For Products to be delivered on the next scheduled delivery day, orders must be received by 7:00 p.m. on the previous business day in the time zone of the ordering Participant. Specific delivery days, times, and location shall be agreed upon by each Facility and the appropriate Distributor Center of Distributor.
12. **Emergency Requests.** Distributor will provide two no-charge emergency deliveries per month per Facility, excluding non-pharmaceuticals and CII Products. Beginning with the third emergency delivery in a month, Distributor may charge the Purchaser a flat fee of [REDACTED] per delivery. Emergency requests picked up from a Distribution Center by a Purchaser or their designated third party carrier during normal business hours will not count toward the monthly emergency deliveries limit.
13. **Warranty of Non-exclusion; Legal Compliance.** Distributor represents and warrants to Purchasers and Purchaser represents and warrants to Distributor that such representing party and its Affiliates: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) or any state healthcare program (collectively, the "Healthcare Programs"); and (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs. Distributor further represents that Distributor has disclosed in its public filings as required by applicable law, any investigation or other circumstances of which it is aware that may result in Distributor being excluded from participation in the Healthcare Programs.. These representations and warranties shall be ongoing during the

Term, and each shall immediately notify the other of any change in the status of the representations and warranties set forth in this Section 12. Each party agrees to comply with all applicable legal requirements, including, with respect to Purchaser and each Facility, reporting or reflecting discounts, rebates and other price reductions pursuant to 42 U.S.C. §1320a-7b (b) (3) (A) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

14. Pricing and Delivery Schedule.

14.1 Pricing. Group and Distributor have agreed upon the pricing and delivery schedule for Products attached to this Commitment Agreement as Attachment C. Discounts and/or Net Adjustments listed shall be applied as applicable.

14.2 Delivery Schedule. Facility will be eligible to receive the number of weekly deliveries set forth below. At the end of each calendar quarter, Distributor will evaluate each Facility’s average monthly net purchases of Products during such calendar quarter and if any Facility has average monthly net purchases of Products of equal to or less than [REDACTED] during a given calendar quarter, then Distributor reserves the right, upon written notice to Purchaser, to adjust the delivery schedule for such Facility in accordance with the following table:

Facility Monthly Volume	No. of Weekly Deliveries (at no additional charge)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

14.3 Fuel Surcharge Purchaser will pay a fuel surcharge, on a per stop basis, for each delivery made to each Facility (the “Fuel Surcharge”). The Fuel Surcharge will be included on our invoice to Purchaser, in an amount as set forth below:

Regular Unleaded Fuel Price is: at Least	But Less Than	Fuel Surcharge Amount
[REDACTED]	[REDACTED]	[REDACTED]

████	████	██████████ ████
████	████	██████████ ████
████	████	██████████ ████

The fuel prices in the table above represent the national average retail cost per gallon for regular grade gasoline as published by the U.S. Department of Energy (the “Average Price Per Gallon”), available at: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html. In the event that the Average Price Per Gallon exceeds Five Dollars (\$5.00), the Fuel Surcharge will increase in Twenty-Five Cent (\$0.25) increments for each Twenty-Five Cent (\$0.25) increase in the Average Price Per Gallon. By the last day of each calendar month, we will determine the Average Price Per Gallon for that month, and any required adjustments to the Fuel Surcharge will be applicable as of the first (1st) day of the immediately following calendar month.

15. **Merger and Amendment.** This Commitment Agreement terminates and supersedes any existing agreement between Distributor, Purchaser and each Facility pertaining to distribution services for Products, other than the HealthTrust Agreement. This Commitment Agreement shall not be modified except by written amendment, expressly stating an intent to modify the terms of this Commitment Agreement, and signed by the parties hereto.

16. **Termination for Cause.** In addition to any other termination rights set forth in this Commitment Agreement or the HealthTrust Agreement, Distributor and Purchaser each shall have the right to terminate this Commitment Agreement in its entirety or with respect to certain Products or Services for (i) Cause that is a monetary breach, which is not cured within ten (10) business days following receipt of written notice thereof specifying the Cause; and (ii) for Cause other than a monetary breach, which is not cured within sixty (60) days following receipt of written notice thereof specifying the Cause. “Cause” shall have the same meaning as set forth in Section 1.7 of the HealthTrust Agreement.

17. **Termination by Purchaser without Cause.** Upon sixty (60) days prior written notice, Purchaser shall have the right to terminate its Commitment Agreement with Distributor, without cause, forty eight (48) months after the Effective Date of the Commitment Agreement, by following the steps below:
 - Indicate in writing to Distributor and HealthTrust the reason (service or strategic) for the requested change.
 - If the requested is service-related, indicate the reason that Distributor may not be performing satisfactorily. If the request is strategic, provide the appropriate details.
 - Distributor will review the request and the reasons therefore. If the request is being made for service reasons, Distributor will have thirty (30) days to address and remedy the situation to the Purchaser’s satisfaction.

- If the request is being made for strategic reasons, HealthTrust will review the details and make a recommendation concerning the request, if it so desires.
 - If after thirty (30) days following Purchaser's notice to Distributor Purchaser elects to proceed with changing distributors, then the Purchaser, HealthTrust, Distributor and the new authorized distributor will develop a written transition plan and begin the change process.
 - During the transition process, but in no event longer than one hundred and twenty (120) days after the termination date, Distributor agrees to continue to supply Product to Purchaser's facilities under the terms and conditions of the Commitment Agreement and continue to charge each Purchaser the Net Adjustment in effect on the date of Purchaser's termination notice to Distributor for purchases of Products under the Commitment Agreement.
18. **Bankruptcy.** Distributor and Purchaser shall have the right to terminate this Commitment Agreement if the other party applies for or consents to the appointment of a receiver, trustee or liquidator of itself or all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, makes a general assignment of all or substantially all of its assets for the benefit of creditors or, as a debtor, invokes or takes advantage of any insolvency law, or if an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating such party a bankrupt or insolvent or approving a petition seeking reorganization or such party or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed for sixty (60) days.
19. **Termination of HealthTrust Agreement.** Upon any termination or expiration of the HealthTrust Agreement, this Commitment Agreement shall automatically terminate, with no further action required by Purchaser, Facilities or Distributor.
20. **Disaster Relief Planning Request.** At a Facility's request or at the request of Purchaser, Distributor will assist such Facility or Purchaser in developing and implementing a custom procurement plan to respond to natural disasters, which shall be mutually agreed upon between each Facility and the applicable service support center within thirty (30) days following the request by the Facility or Purchaser, as applicable. Distributor will work with any Facility that has developed a disaster relief plan and increase carrying levels of inventory of Products to be supplied to the Facility or Affiliates of Facility in the event of a disaster or emergency, and to monitor and update such inventory of Products on a regular basis in accordance with mutually agreed upon terms between Distributor and Facility.
21. **Distributor Reporting Requirements.** Distributor agrees to provide each of the reports set forth below to Purchaser, and applicable Facilities, during each business review in the form reasonably requested by Purchaser. Each report shall be available at GPO, IDN and account level.
- a. **Total Purchase History.** Total roll-up sales, by month for prior year and current year-to-date.
 - b. **Total Purchase History by Category.** Total sales by Contract Product and Non-Contract Product.

- c. Trend Analysis Report. A line graph shows sales trend, by month, for reports in subsection (a) and (b) above.
- d. Purchase Trend Analysis. A line graph of month-to-month purchases for the prior year and year-to-date.
- e. On-Time Delivery. Table containing summary of deliveries monthly, for each location made by Distributor with average early/late relative to stated delivery time (in minutes).
- f. Price Parity. Report containing pricing comparison of HealthTrust contracted items across all Purchaser accounts.
- g. Shipping and Handling. Spend report by category (e.g., shipping charges: overnight, standard, non-standard, drop ship, etc., and handling charges by month and year-to-date).
- h. Autosubs/Blocks. Reports outlining autosub tables currently in place and savings from items that were autosubbed. Listing of all Products blocked by Purchaser account.
- i. Backorder/Allocation. Reports outlining items that are currently on availability alert to HealthTrust and Purchasers. Open backorder listing showing dates and status. Purchaser report outlining items on allocation and current order balance available upon request.
- j. Regulatory Reports. DSCSA reporting (T3 documents), controlled substance usage and auditing reports, and any other pertinent regulatory required reports Purchaser is required to maintain by an authorizing entity such as federal, state, or local governments.
- k. Stock Item Report. Report outlining Stock Items at Purchaser's primary distribution center and any items that are being removed from Stock Item.
- a. Price Change Report. Report available either through Distributor's web-based ordering platform or electronically upon request, showing price changes.
- l. Other. Distributor agrees to provide mutually agreed upon reports upon reasonable request and in a mutually agreed upon format Distributor Reporting to HealthTrust and/or Purchaser.

22. Performance Service Level Requirements.

- 22.1 Fill Rate--Fully Adjusted Commitment. Distributor agrees to use all reasonable efforts to maintain a monthly Fill Rate-Fully Adjusted for orders from each Purchaser that has provided pre-defined usage of at least ninety-nine percent (99%).
- 22.2 Fill Rate--Fully Adjusted Compensation. If during a given calendar month (i) Purchaser orders a minimum of five hundred (500) total units from Distributor and (ii) Purchaser's monthly Fill Rate-Fully Adjusted is less than 99% for the applicable month, Distributor agrees to issue to the applicable Purchaser a credit within forty-five (45) days following the end of the applicable month in accordance with the following table.

[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
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██████████	██████████
████	████████████████████
████	████████████████████ ██████████
██████████	████████████████████ ████████████████████

22.3 Fill Rate—Adjusted for Shortages Commitment. Distributor agrees to maintain a monthly Fill Rate – Adjusted for Shortages for orders from Purchaser all Facilities of Purchaser on the same Commitment Agreement of at least ninety-seven percent ██████. In the event that the Fill Rate – Adjusted for Shortages falls below ninety-seven percent ██████ for two (2) consecutive calendar months (“Service Level Minimum”), Purchaser will notify HealthTrust and Distributor of Distributor’s failure to meet or exceed the Service Level Minimum. Upon such written notice, Distributor shall provide to HealthTrust and purchaser a detailed plan for increasing the Fill Rate within ten (10) business days of the complaint. At HealthTrust or Purchaser’s request Distributor will coordinate a meeting, which meeting shall consist of a representative of Distributor, a representative of HealthTrust and Purchaser to resolve the issue. Distributor shall have a cure period of sixty (60) days from the date of initial notification to meet or exceed the Service Level Minimum. Purchaser may terminate Purchaser’s Commitment Agreement in the event that: (i) Distributor fails to meet or exceed the Service Level Minimum within the 60-day cure period specified above; or (ii) Distributor, after curing the failure within the 60-day cure period, fails to meet the Service Level Minimum for any of the three months following the end of such cure period.

23. Remedies for Non-timely Delivery. If a scheduled delivery is delivered more than ninety (90) minutes after the end of the delivery window local time more than two (2) times in any calendar month during the Term, Distributor shall credit each impacted Purchaser account one hundred fifty dollars ██████ for each instance that thereafter occur in same calendar month. The foregoing shall not apply to deliveries that are late due to circumstances reasonably outside of Distributor’s or the courier’s control and that are reported as declared events. Damages will be calculated on a monthly basis and credited the following month. Damages will be paid in the form of credit memo. Distributor’s customer service representative will contact Purchaser if a delivery is going to be more than sixty (60) minutes late. In addition to the aforementioned damages, any Purchaser placing an order late as a direct result of any late delivery will have all associated late fees waived for such order.

In the event that deliveries are late to a specific Facility more than three times per month for three (3) consecutive months (“Delivery Service Level Minimum”) or three months out of a six month time period, Purchaser may provide written notice to HealthTrust and Distributor of Distributor’s failure to meet or exceed the Delivery Service Level

Minimum. Upon such written notice, Distributor shall respond to HealthTrust by telephone within two (2) business days of the complaint. At HealthTrust's request, if the problem continues to exist, HealthTrust will coordinate a meeting, which meeting shall consist of a representative of Distributor, a representative of HealthTrust and Purchaser to resolve the issue. Distributor shall have a cure period of sixty (60) days from the date of such meeting to meet or exceed the Delivery Service Level Minimum. Purchaser may terminate their Commitment Agreement in the event that: (i) Distributor fails to meet the Delivery Service Level Minimum within the 60-day cure period specified above; or (ii) Distributor, after curing the failure within the 60-day cure period, fails to meet the Delivery Service Level Minimum at any time in a six month period following the 60-day cure period.

24. **DEA Compliance.** Each Purchaser shall complete the Compliance Representations and Warranties for Customers attached hereto as Attachment D.
25. **Schedule II Orders.** All orders for Schedule II controlled substances must be submitted to Distributor via Distributor's electronic Controlled Substance Ordering System ("CSOS"). If a Facility does not utilize CSOS, such Facility's Net Adjustment percentage will be increased by 0.05% (5 basis points). Schedule II orders will be delivered with the Facility's next scheduled delivery after Distributor's receipt of the CSOS order. Regardless of any other terms of this Commitment Agreement, no Schedule II orders will be delivered other than in compliance with DEA regulations. CSOS will be provided to Facilities at no additional charge.
26. **Medicare/Medicaid Disclosure.** If and to the extent any discount, credit, Rebate or other purchase incentive is paid or applied by Distributor with respect to the Products or Services purchased under this Commitment 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 AntiKickback Statute, on the Products or Services purchased by Purchaser and/or Facilities under the terms of this Commitment Agreement. Distributor, Purchaser, and each Facility shall use their best efforts to comply with any and all requirements imposed on sellers and buyers, respectively, under 42 U.S.C. § 1320a7b(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). In this regard, Purchaser and Facilities 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 Commitment Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Purchaser and/or Facilities.
27. **Custom Product.** If Distributor stocks Custom Products for a Facility, Purchaser shall, upon termination or expiration of this Commitment Agreement for any reason, purchase the remaining Custom Products under the terms of this Commitment Agreement until it is depleted, up to a quantity not to exceed the usage level for thirty (30) calendar days, unless Facility and/or has specifically requested that Distributor stock an amount in excess of thirty (30) calendar days and agreed to such in writing.

28. **Return of Products.** Distributor will process returned Products purchased from Distributor, in accordance with its Return Goods Policy, a current copy of which is attached hereto as Attachment E.
29. **Assignment.** This Commitment Agreement inures to the benefit of and is binding upon the heirs, successors and assigns of each party; provided, however that Purchaser may only assign its rights or delegate its duties under this Commitment Agreement, including by merger, change of control, asset sale, operation of law or otherwise, with Distributor's written consent. Purchaser consents to Distributor assigning part or all of its obligations to any Affiliate and to assigning or granting a security interest in this Commitment Agreement in connection with any financing or securitization by Distributor or any affiliate.
30. **Notice of Change.** Purchaser will promptly notify Distributor of changes in ownership, name, business form (e.g., sole proprietorship, partnership or corporation) or state of incorporation or formation of Purchaser and each Facility, or any intent to sell, close, move or modify its operations or that of any Facility.
31. **GPO Fee.** In addition to Distributor's existing administrative fee payment obligations to HealthTrust in connection with Distributor's distribution services, Distributor will pay 2.6% administrative fee to HealthTrust for all Generic Pharmaceutical Products sourced through the HealthTrust Generic Program and purchased by Purchaser and its Facilities, for an aggregate administrative fee not to exceed 3.00% of the purchase price. Purchaser understand and acknowledge that HealthTrust does not receive administrative fees from the manufacturers of pharmaceuticals for sales through the HealthTrust Generic Program Products sourced through the HealthTrust Generic Program and purchased by Purchaser and its Facilities.
32. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Commitment Agreement between the parties shall not exceed those monies appropriated and approved by Purchaser for the then current fiscal year under the Local Government Budget Act. The Commitment Agreement shall terminate and Purchaser's obligations under it shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Commitment Agreement. Purchaser agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Commitment Agreement. In the event this Section is invoked, the Commitment Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
33. **Miscellaneous.** The laws of the state where the Purchaser is located will govern this Commitment Agreement without reference to conflict of laws provisions. Once fully executed, this Commitment Agreement supersedes all prior oral or written agreements by the parties that relate to its subject matter. To the extent the terms of this Commitment Agreement conflict with the terms of the HealthTrust Agreement, the terms of the HealthTrust Agreement shall control, unless this Commitment Agreement expressly states

otherwise and has been approved in writing by HealthTrust (e-mail acceptable). Any waiver or delay in enforcing this Commitment Agreement will not deprive a party of the right to act at another time or due to another breach. All provisions are severable. Captions are intended for convenience of reference only. This Commitment Agreement will be interpreted as if written jointly by the parties. The parties are independent contractors. This Commitment Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same agreement.

The parties to this Commitment Agreement hereby indicate their agreement to the terms herein by the signatures of their authorized representatives below.

Purchaser:

Distributor:

Signature

Signature

Name

Name

Title

Title

**1800 W Charleston Blvd
Las Vegas, NV 89102
Address**

**7000 Cardinal Place
Dublin, OH 43017
Address**

Principal Contact Person

Principal Contact Person

Name

Name

Phone

Phone

Fax

Fax

Email

Email

Attachment A
Purchaser Facility Listing

Facility Name	Address	City	State	Zip
UMC INPATIENT PHARMACY	1800 W Charleston Blvd	Las Vegas	NV	89102
UMC OF S NEVADA PHS	1800 W Charleston Blvd	Las Vegas	NV	89102
UMC ASSIST	1800 W Charleston Blvd	Las Vegas	NV	89102
UMC INPATIENT PHARMACY	1800 W Charleston Blvd	Las Vegas	NV	89102
SAFECOR UMC IP PHARMACY ST	4060 Business Park Dr, Ste B	Columbus	OH	43204
SAFECOR UMC OF S NV 340B ST	4060 Business Park Dr, Ste B	Columbus	OH	43204
WALGREENS DRUG 03844 340B ST	5011 E Sahara Ave	Las Vegas	NV	89142
WALGREENS 03922 340B ST	7599 W Lake Mead Blvd	Las Vegas	NV	89128
WALGREENS 04433 340B ST	4895 Boulder Hwy	Las Vegas	NV	89121
WALGREENS 04854 340B ST	4771 West Craig Road	North Las Vegas	NV	89032
WALGREENS STORE 3842 340B ST	2389 East Windmill Lane	Las Vegas	NV	89123
WALGREENS 03841 340B ST	6101 W Lake Mead	Las Vegas	NV	89108
WALGREENS STORE 3845 340B ST	2280 N Las Vegas Blvd	North Las Vegas	NV	89030
WALGREENS 03915 340B ST	6401 West Charleston Blvd	Las Vegas	NV	89102
WALGREENS STORE 4855 340B ST	6001 W Cheyenne Avenue	Las Vegas	NV	89108
WALGREENS STORE 4086 340B ST	4470 E Bonanza Road	Las Vegas	NV	89110
WALGREENS STORE 3871 340B ST	1701 North Green Valley Pkwy	Henderson	NV	89074
WALGREENS STORE 4106 340B ST	1101 South Las Vegas Blvd	Las Vegas	NV	89104
WALGREENS STORE 4197 340B ST	8500 W Cheyenne Ave	Las Vegas	NV	89129
WALGREENS STORE 4755 340B ST	3480 S Jones Blvd	Las Vegas	NV	89146
WALGREENS STORE 5014 340B ST	7845 W Flamingo Road	Las Vegas	NV	89147
WALGREENS STORE 5154 340B ST	4905 W Tropicana Ave	Las Vegas	NV	89103
WALGREENS STORE 5311 340B ST	1180 E Flamingo Road	Las Vegas	NV	89119
WALGREENS STORE 5369 340B ST	1500 S Boulder Hwy	Henderson	NV	89015
WALGREENS STORE 5479 340B ST	385 E Silverado Ranch Blvd	Las Vegas	NV	89183
WALGREENS STORE 5570 340B ST	6650 E Lake Meade Blvd	Las Vegas	NV	89156
WALGREENS STORE 5619 340B ST	3030 Las Vegas Blvd N	North Las Vegas	NV	89030
WALGREENS STORE 5862 340B ST	401 N Arroyo Grande Blvd	Henderson	NV	89014
WALGREENS STORE 6227 340B ST	451 S Decatur Blvd	Las Vegas	NV	89107
WALGREENS STORE 6424 340B ST	1360 W Horizon Ridge Parkway	Henderson	NV	89012
WALGREENS STORE 6425 340B ST	900 N Rancho Drive	Las Vegas	NV	89106
WALGREENS STORE 6545 340B ST	11001 S Eastern Avenue	Henderson	NV	89052
WALGREENS STORE 7164 340B ST	101 E Lake Meade Pkwy	Henderson	NV	89015
WALGREENS STORE 2590 340B ST	6435 Aliante Pkwy	North Las Vegas	NV	89084
WALGREENS STORE 7864 340B ST	7755 N Durango Dr	Las Vegas	NV	89131
WALGREENS STORE 10190 340B ST	565 E Centennial Pkwy	North Las Vegas	NV	89081
WALGREENS STORE 10782 340B ST	5610 Centennial Center Blvd	Las Vegas	NV	89149
WALGREENS STORE 10862 340B ST	2421 E Bonanza Rd	Las Vegas	NV	89101
WALGREENS STORE 11899 340B ST	6485 S Fort Apache Rd	Las Vegas	NV	89148
WALGREENS STORE 12539 340B ST	6825 N Durango Dr	Las Vegas	NV	89149
UMC OF S NEVADA WAC	1800 W Charleston Blvd	Las Vegas	NV	89102
WALGREENS MAIL SRVC 340B S/T	8350 S. River Parkway	Tempe	AZ	85284
SMITHS PHARMACY 351340B ST	6130 West Tropicana Avenue	Las Vegas	NV	89103
SMITHS PHARMACY 354 340B ST	3850 Flamingo Road	Las Vegas	NV	89121
SMITHS PHARMACY 355 340B ST	450 North Nellis	Las Vegas	NV	89110
SMITHS PHARMACY 371 340B ST	8555 West Sahara Avenue	Las Vegas	NV	89117
SMITHS PHARMACY 377 340B ST	850 South Rancho Drive	Las Vegas	NV	89106

SMITHS PHARMACY 385 340B ST	2211 North Rampart	Las Vegas	NV	89128
SMITHS PHARMACY 396 340B ST	9350 West Flamingo Road	Las Vegas	NV	89147
CVS 2955 340B ST	3290 S Fort Apache Rd	Las Vegas	NV	89117
CVS 2929 340B ST	7190 W Craig Rd	Las Vegas	NV	89129
SMITHS PHARMACY 370 340B ST	3160 North Rainbow Blvd	Las Vegas	NV	89108
CVS 5792 340B ST	2425 East Desert Inn Road	Las Vegas	NV	89121
CVS 5043 340B ST	9695 S Maryland Pkwy	Las Vegas	NV	89123
CVS 8780 340B ST	10400 West Charleston Blvd	Las Vegas	NV	89135
CVS 8782 340B ST	7007 West Ann Rd	Las Vegas	NV	89130
CVS 8790 340B ST	3550 W Sahara Ave	Las Vegas	NV	89102
CVS 8804 340B ST	1408 W Craig Rd	North Las Vegas	NV	89032
CVS 8821 340B ST	8320 W Cheyenne Ave	Las Vegas	NV	89129
CVS 8824 340B ST	4411 E Bonanza Rd	Las Vegas	NV	89110
WALGREENS DRUG 02598 340B ST	7685 South Rainbow	Las Vegas	NV	89139
WALGREENS DRUG 03843 340B ST	2995 E Flamingo Rd	Las Vegas	NV	89121
WALGREENS DRUG 03872 340B ST	8633 W Charleston Blvd	Las Vegas	NV	89117
WALGREENS DRUG 03873 340B ST	6865 W Tropicana Ave	Las Vegas	NV	89103
WALGREENS DRUG 04137 340B ST	9415 W Desert Inn	Las Vegas	NV	89117
WALGREENS DRUG 04242 340B ST	9420 W Lake Mead Blvd	Las Vegas	NV	89134
WALGREENS DRUG 04579 340B ST	2400 E Tropicana Ave	Las Vegas	NV	89121
WALGREENS DRUG 04790 340B ST	5082 E Lake Mead Blvd	Las Vegas	NV	89115
WALGREENS DRUG 04856 340B ST	3400 Boulder Hwy	Las Vegas	NV	89121
WALGREENS DRUG 05814 340B ST	1445 W Craig Road	North Las Vegas	NV	89032
WALGREENS DRUG 06310 340B ST	6820 W Ann	Las Vegas	NV	89130
WALGREENS DRUG 06311 340B ST	3808 E Tropicana Avenue	Las Vegas	NV	89121
WALGREENS DRUG 07032 340B ST	2451 Hampton Road	Henderson	NV	89052
WALGREENS DRUG 07450 340B ST	4875 S Fort Apache Rd	Las Vegas	NV	89147
WALGREENS DRUG 07841 340B ST	10510 Southern Highland Pkwy	Las Vegas	NV	89141
WALGREENS DRUG 10215 340B ST	8595 W Warm Springs Rd	Las Vegas	NV	89113
WALGREENS DRUG 10783 340B ST	6495 N Decatur Blvd	Las Vegas	NV	89131
WALGREENS DRUG 11206 340B ST	8582 Blue Diamond Rd	Las Vegas	NV	89178
WALGREENS DRUG 11668 340B ST	6390 Boulder Highway	Las Vegas	NV	89122
WALGREENS DRUG 11766 340B ST	4930 Blue Diamond Rd	Las Vegas	NV	89139
WALGREENS DRUG 12641 340B ST	9300 West Sahara Ave	Las Vegas	NV	89117
COMM A WALGREENS 340B ST	901 S Rancho Drive Suite 20	Las Vegas	NV	89106
OPTUM PHARMACY 803 - 340B ST	701 Shadow Ln 110	Las Vegas	NV	89106
OPTUM PHARMACY 801-340B ST	24416 N 19th Avenue	Phoenix	AZ	85085
CVS PHARMACY 2990 -340B ST	6391 W Lake Mead Blvd	Las Vegas	NV	89108
CVS PHARMACY 2948 -340B ST	630 South Green Valley Pkwy	Henderson	NV	89052
CVS PHARMACY 2989 -340B ST	4755 West Ann Road	North Las Vegas	NV	89031
CVS PHARMACY 5144 -340B ST	1425 West Lake Mead Blvd	Las Vegas	NV	89106
CVS PHARMACY 5286 -340B ST	21 W Horizon Ridge Parkway	Henderson	NV	89012
CVS PHARMACY 4786 -340B ST	2735 S Maryland Pkwy	Las Vegas	NV	89109
CVS PHARMACY 5113 -340B ST	7295 South Rainbow Blvd	Las Vegas	NV	89118
CVS PHARMACY 7251 -340B ST	7285 Aliante Pkwy	North Las Vegas	NV	89084
CVS PHARMACY 1507 -340B ST	2935 S Hollywood Blvd	Las Vegas	NV	89122
CVS PHARMACY 8784 -340B ST	8116 S Las Vegas Blvd	Las Vegas	NV	89123
CVS PHARMACY 8787 -340B ST	1551 W Sunset Blvd	Henderson	NV	89014
CVS PHARMACY 8788 -340B ST	1812 E Charleston Blvd	Las Vegas	NV	89104
CVS PHARMACY 8791 -340B ST	8580 W Charleston Blvd	Las Vegas	NV	89117
CVS PHARMACY 8798 -340B ST	5985 W Tropicana Rd	Las Vegas	NV	89103
CVS PHARMACY 8800 -340B ST	6705 E Lake Mead Blvd	Las Vegas	NV	89156
CVS PHARMACY 8803 -340B ST	2855 S Nellis Blvd	Las Vegas	NV	89121

CVS PHARMACY 8807 -340B ST	5681 Boulder Highway	Las Vegas	NV	89122
CVS PHARMACY 8809 -340B ST	4014 S Rainbow Blvd	Las Vegas	NV	89103
CVS PHARMACY 8811 -340B ST	2100 West Charleston Blvd	Las Vegas	NV	89102
CVS PHARMACY 8819 -340B ST	4800 W Charleston Blvd	Las Vegas	NV	89146
CVS PHARMACY 10861 -340B ST	8491 Farm Rd	Las Vegas	NV	89131
CVS PHARMACY 16562 -340B ST	8750 W Charleston Blvd	Las Vegas	NV	89117
CVS PHARMACY 8794 -340B ST	1600 N Buffalo Drive	Las Vegas	NV	89128
CVS PHARMACY 8822 -340B ST	2594 Wigwam Pkwy	Henderson	NV	89074
CVS PHARMACY 6867 -340B ST	4490 Paradise Road	Las Vegas	NV	89109

Attachment B

HealthTrust Generics Program. Each Purchaser that enters into a Commitment Agreement agrees to participate in, and Distributor shall automatically attach such Purchaser to, the Non-Injectable Generic Pharmaceutical program described below (the “**HealthTrust Generic Program**”). Purchasers may opt-out of the HealthTrust Generic Program by providing ninety (90) days advanced written notice to Distributor.

1.0 HealthTrust Generic Program. The parties agree that Distributor will contract for certain Non-Injectable Generic Pharmaceutical Products as defined by the formulary of products on the primary HealthTrust Generic Program contract formulary (“**HealthTrust Generic Program Products**”) and make them available to Purchasers under the HealthTrust Generic Program. Purchaser acknowledges and agrees that the HealthTrust Generic Program contract formulary will be loaded in the primary position in Distributor's ordering system and HealthTrust Generic Program Product will be automatically shipped when another generic equivalent item is ordered, except as otherwise specifically indicated in writing to and approved by Distributor (“**Auto-Sub Program**”). Purchasers shall have the right to opt-out of the Auto-Sub Program, in whole or at the individual drug level, by providing written notice of such opt-out election to Distributor or utilizing other electronic means of opt-out as provided in Distributor’s ordering system.

1.1 For purposes of the HealthTrust Generic Program, the following definitions shall apply:

1.1.1 “**Branded Pharmaceutical Product**” means a prescription-legend Pharmaceutical Product that is an innovator single source or innovator multiple source drug.

1.1.2 “**Non-Injectable Generic Pharmaceutical Product**” means generic versions of the following categories: OTC (inclusive of Distributor Contract Products) and the following Generic Products variations: (a) oral solids (e.g., tablets, capsules); (b) oral liquids (e.g., suspensions, syrups); (c) topicals (e.g., creams, ointments, liquids, sprays, patches, suppositories); (d) respiratory (e.g., solutions for inhalation, aerosols, sprays); and (e) ophthalmics and optics (e.g., eye drops, eye ointments, ear drops). For the sake of clarity Pharmaceutical Products excluded from this definition are (x) injectables (e.g., vials, ampoules, pre-filled syringes, mini-bags, Advantage™ vials, and small and large volume IV fluids), (y) inhaled anesthetics, and (z) Branded Pharmaceutical Product.

1.1.3 Distributor will give the Participants the option to substitute any of its non-injectable Generic Products (unless Purchaser has agreed to auto-substitution policy in writing) or make other substitutions for Products ordered by any Purchaser with Purchaser’s prior written consent.

1.1.4 HealthTrust Generic Program will be loaded in a primary position.

- 1.2 With respect to Non-Injectable Generic Pharmaceutical Products purchased through the HealthTrust Generic Program, the parties agree to the HealthTrust Price Protection Program.
- 1.3 Distributor will pay administrative fees, in accordance with Section 3.1, by the GPO Fee percentage set forth in Exhibit B on the price of the Products purchased through the HealthTrust Generic Program.
- 1.4 Notwithstanding anything to the contrary that may be contained in this Agreement, Distributor shall automatically attach Purchasers to Distributor's back-up and 340B generic programs, including but not limited to Access and Apexus ("**Distributor Back-Up Generic Programs**"). For the sake of clarity, the parties acknowledge and agree that Distributor Back-Up Generic Programs are separate from the HealthTrust Generic Program. Purchasers may opt-out of Distributor's Back-Up Generic Programs by providing written notice to Distributor

3. **Matrix Management.** At the end of each calendar quarter, Distributor will evaluate each Purchaser's payment history based on actual weighted average payment days ("WAPD") and average monthly purchases during the calendar quarter. Prospective adjustments to the then-applicable Net Adjustment will be made as appropriate pursuant to the terms set forth in this Exhibit G upon notice to Purchaser. No retroactive adjustment will be applied to purchases, except in the case of the correction of an error.

4. **Contract Management.** In addition to the provisions of Section 7.9 of the Master Distribution Agreement, the following provisions shall apply:

4.1 Distributor will load HealthTrust Vendor Contracts individually for each eligible facility of Purchaser based upon contract pricing data provided to Distributor by the vendor in an electronic format.

4.2 Each Purchaser's eligibility for participation under an HealthTrust Vendor Contract must be authorized by the HealthTrust Vendor and HealthTrust before the contract is loaded by Distributor for such Purchaser. If chargebacks for Contract Products submitted by Distributor to Third Party Suppliers are disallowed, uncollectable, or unreconcilable, then the applicable charge will be billed back to Purchaser, provided such bill-back is submitted within one hundred eighty (180) days from the date of the final notice from the Third Party Supplier regarding the chargeback at issue.

4.3 In the event an HealthTrust Vendor: (i) makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, or if a receiver or trustee is appointed with respect to a substantial part of the vendor's property or a proceeding is commenced against it which will substantially impair its ability to pay on chargebacks; (ii) otherwise defaults in the payment of chargebacks to Distributor; or (iii) is no longer in compliance with its agreement with Distributor, Distributor shall not be required to honor the HealthTrust Vendor Contracts and each Purchaser shall be invoiced and become liable for the unpaid chargebacks allocable to its purchases from such HealthTrust Vendor, provided such bill-back is submitted within one hundred eighty (180) days from the date of the final notice from the Third Party Supplier regarding the chargeback at issue. Notwithstanding, Purchasers shall not be liable for any unpaid chargebacks submitted by Distributor after the date of notice to HealthTrust by Distributor.

5. **Payment Terms.** Distributor shall work with each Purchaser to determine the payment schedule and payment terms that such Purchaser elects for purchases of Products under this Agreement. The payment schedule options available to Purchasers are listed below. The payment terms options are:

5.1 [REDACTED]

[Redacted text block]

5.2

[Redacted text block]

5.3

[Redacted text block]

[REDACTED]
[REDACTED]
[REDACTED]

6. Cost of Goods Discount (or “Payment Terms Factor”). The following Cost of Goods Discounts will be applied according to the applicable payment term.

Cost of Goods Discount (or “Payment Terms Factor”)	
Payment Term	Cost of Goods Discount (“Payment Terms Factor”)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

340B Cost of Goods Adjustment. A Cost of Goods Adjustment will be applied to all Cost of Goods-eligible 340B Products (“340B Cost of Goods Adjustment”). The 340B Cost of Goods Adjustment shall equal Cardinal Health’s Cost minus two percent ([REDACTED]), in addition to the Cost of Goods Discount described in section 6.

6.1 Cost of Goods for Specialty Carve Out Pharmaceuticals. Notwithstanding any other provision in the Agreement, the purchase price for "Specialty Carve Out Pharmaceuticals" shall equal the Contract Product Cost or Non-contract Product Cost (as applicable) minus [REDACTED] for branded pharmaceuticals of non-340B purchases, the Contract Product Cost or Non-contract Product Cost (as applicable) minus [REDACTED] for biosimilar pharmaceutical Products of non-340B purchases, the Contract Product Cost or Non-contract Product Cost (as applicable) minus 4.50% for branded pharmaceuticals of 340B purchases, or the Contract Product Cost or Non-contract Product Cost (as applicable) minus [REDACTED] for biosimilar pharmaceutical Products of 340B purchases. 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, or Products purchased from or through SPD). 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. For clarifying purposes, Distributor shall not add AHFS treatment categories that are unrelated to the therapy classes listed above without written approval of HealthTrust. In addition, if there are new AHFS Drug Classifications related to the treatment categories listed above, 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 HealthTrust of any such addition. For clarifying purposes, Distributor shall not add AHFS treatment categories that are unrelated to the therapy classes listed above without written approval of HealthTrust.

- 6.2 HealthTrust Annualized Volume Adjustment. A quarterly Cost of Goods adjustment will be applied based on the Purchasers' Aggregate Annualized Net Purchases of Products ("HealthTrust Annualized Volume Adjustment"). The "Purchasers' Aggregate Annualized Net Purchases of Products" shall be calculated by multiplying the Purchasers' aggregate net purchases of Products through Distributor during the applicable quarter by four (4). The amount of the HealthTrust Annualized Volume Adjustment will be determined by placement in the matrix below:

HealthTrust Annualized Volume Adjustment	
Purchasers' Aggregate Annualized Net Purchases of Products	HealthTrust Annualized Volume Adjustment to COGs
████████████████████	██████
██	██████
██	██████
████████████████████	██████

- 6.3 Annualized Volume Adjustment ("IDN/Facility Spend Factor"). A Cost of Goods adjustment will be applied based on each Purchaser's Annualized Net Purchases of Products ("Annualized Volume Adjustment" or "IDN/Facility Spend Factor") during each calendar quarter the Purchaser's Commitment Agreement is in effect. The "Purchaser's Annualized Net Purchases of Products" shall be calculated by multiplying the Purchaser's net purchases of Products through Distributor during the applicable quarter by four (4). The amount of the Annualized Volume Adjustment will be determined by placement in the matrix below:

Annual Volume Adjustment ("IDN/Facility Spend Factor")	
Purchaser's Annualized Net Purchases of Products	Annualized Volume Adjustment to COGs

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

6.4 Distributor Generics Program Volume Adjustment (“Generics Program Factor”). A Cost of Goods Adjustment will be issued in accordance with a Purchaser’s net purchases of Products under the HealthTrust Generic Program and Distributor Back-Up Generic Programs (collectively, “Eligible Generic Program Products”) as a percentage of Purchaser’s total net purchases of Products (excluding Drop Shipped Purchases, Specialty Carve Out Pharmaceuticals, and Products purchased through SPD) (“Distributor Generics Program Volume Adjustment” or “Distributor Generics Program Factor”). The Distributor Generics Program Volume Adjustment shall be determined in accordance with the following table:

<u>Distributor Generics Program Volume Adjustment (“Distributor Generics Program Factor”)</u>	
<u>Distributor Generic Program Mix (as defined below)</u>	<u>Distributor Generics Program Volume Adjustment to COGs</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

6.5 Brand Rx Spend Adjustment. A Cost of Goods adjustment will be issued in accordance with the table below based on the percentage by which the Total Contract Cost (as defined below) for all branded pharmaceutical Products (the “Brand Rx Products”) (excluding Drop Shipped Purchases, Specialty Carve Out Pharmaceuticals, and Products purchased through SPD) purchased by a Purchaser under the Purchaser’s Commitment Agreement during the applicable quarter is less than the Total Wholesale Acquisition Cost (as defined below) for all Brand Rx Products (excluding Drop Shipped Purchases, Specialty Carve Out Pharmaceuticals, and Products purchased through SPD) purchased during the same calendar quarter (the “WAC Spread Factor”).

WAC Spread Factor	Brand Rx Spend Adjustment to COGs
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████

“**Total Contract Cost**” shall mean a Purchaser’s total cost for the Brand Rx Products (excluding Drop Shipped Purchases, Specialty Carve Out Pharmaceuticals, and Products purchased through SPD) that are purchased under the Commitment Agreement during the applicable calendar quarter, prior to the application of any discounts or rebates. For the sake of clarity, the parties hereby acknowledge and agree that, for purposes of calculating “Total Contract Cost,” if a Brand Rx Product is subject to a manufacturer contract, the cost for the item under the manufacturer contract, prior to the application of any discounts or rebates, will be the price used in the calculation. However, if a Brand Rx Product is NOT subject to a manufacturer contract, the manufacturer’s published wholesale acquisition cost (“WAC”) for the item at the time of purchase by Purchaser, prior to the application of any discounts or rebates, will be the price used in the calculation.

“**Total Wholesale Acquisition Cost**” shall mean the total cost a Purchaser would have paid for all Brand Rx Products (excluding Drop Shipped Purchases, Specialty Carve Out Pharmaceuticals, and Products purchased through SPD) purchased under the Commitment Agreement during the applicable calendar quarter if the Purchaser had paid the WAC at the time of purchase for each such item, prior to the application of any discounts or rebates, during the applicable calendar quarter.

By way of example and for the avoidance of any doubt, if the Total Wholesale Acquisition Cost for all Brand Rx Products (excluding Drop Shipped Purchases, Specialty Carve Out Pharmaceuticals, and Products purchased through SPD) collectively purchased by a Purchaser under the Purchaser’s Commitment Agreement during the applicable calendar quarter is ██████████ and the Total Contract Cost for all Brand Rx Products (excluding Drop Shipped Purchases, Specialty Carve Out Pharmaceuticals, and Products purchased through SPD) collectively purchased by a Purchaser under the Purchaser’s Commitment Agreement during the applicable contract quarter is ██████████, then the percentage by which the Total Contract Cost is less than Total Wholesale Acquisition Cost equals ██████████. According to the WAC Spread Factor grid above, the Brand Rx Spend Adjustment to COGs for the applicable calendar quarter will equal ██████████.

6.6 One-Time Rebate. During the first thirty (30) months following the effective date of this Agreement, Distributor will pay each Purchaser a One-Time

period and multiplied by four (4) (as defined above) (January 1, 2021 – March 31, 2021) and any adjustment applicable May 1, 2021-July 31, 2021; and (ii) in July , 2021, the HealthTrust Annualized Volume and Purchaser Annualized Volume will be calculated based on the prior three (3) month period and multiplied by four (4) (as defined above) (April 1, 2021-June 30, 2021) and any adjustment applicable August 1, 2021-October 31, 2021.

**The 340B Factor, if applicable, will only apply to COGs-eligible 340B Products.

The pricing set forth above is conditioned on Purchasers’ aggregate net purchases of Products through the HealthTrust Generic Program being equal to or exceeding [REDACTED] of Purchasers’ aggregate net purchases of Products (excluding Drop Shipped Purchases, Specialty Carve Out Pharmaceuticals, and Products purchased through SPD).

The pricing set forth above is conditioned on the Purchasers’ aggregate WAC Spread Factor (as defined above) being equal to or exceeding [REDACTED]

8. Quarterly Generic Program Rebate. If Purchaser participates in the HealthTrust Generics Program (as defined in the HealthTrust Agreement), Purchaser will be eligible to receive a rebate on Purchaser’s net purchases of Eligible Generic Program Products (as defined above) during the applicable calendar quarter (the “Quarterly Generic Program Rebate”) determined in accordance with the table below. The Quarterly Generic Program Rebate will be based on each Purchaser’s net purchases of Eligible Generic Program Products as a percentage of the net purchases of Products purchased by the Purchaser (excluding Drop Shipped Purchases, Specialty Carve Out Pharmaceuticals, and Products purchased through SPD) (“Distributor Generic Program Mix”). The Quarterly Generic Program Rebate shall be calculated by Distributor for each calendar quarter the Commitment Agreement is in effect and shall be provided by Distributor to the Purchaser, if applicable, within thirty (30) days after the end of the applicable quarter in the form of a credit memorandum. The Quarterly Generic Program Rebate will be prorated for any partial calendar quarter during the term of the Commitment Agreement. The amount of a given Quarterly Generic Program Rebate shall be determined in accordance with the following table:

Distributor Generic Program Mix	Quarterly Generic Program Rebate (As a % of Purchaser’s Net Purchases of Eligible Generic Program Products During the Applicable Quarter)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Disclosure. The Quarterly Generic Program Rebate constitutes a “discount or other reduction in price,” as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute, on the applicable products purchased by Purchaser under the Agreement. Cardinal Health and Purchaser agree to use commercially reasonable efforts to comply with any and all requirements imposed on sellers and buyers, respectively, under 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). In this regard, Purchaser 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 Commitment Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Purchaser and/or each Facility.

9. Quarterly Specialty Rebate. Distributor shall pay Purchaser a quarterly rebate (the “Quarterly Specialty Rebate”) based on the Purchaser’s net purchases of Specialty Carve Out Pharmaceuticals and Products purchased through SPD and paid for under the terms of the Purchaser’s Commitment Agreement during the applicable calendar quarter. The Quarterly Specialty Rebate shall be calculated by Distributor for each calendar quarter the Purchaser’s Commitment Agreement is in effect and shall be provided by Distributor to the Purchaser, if applicable, within thirty (30) days after the end of the applicable quarter in the form of a credit memorandum. The Quarterly Specialty Rebate will be prorated for any partial calendar quarter during the term of the Commitment Agreement. The amount of a given Quarterly Specialty Rebate shall be determined in accordance with the following table:

Purchaser’s Net Purchases of Specialty Carve Out Pharmaceuticals and Products Purchased through SPD During the Applicable Calendar Quarter	Quarterly Specialty Rebate (As a % of Net Purchases of Specialty Carve Out Pharmaceuticals and Products Purchased through SPD During the Applicable Calendar Quarter)
████████████████████	██████
████████████████████	██████
████████████████████	██████
████████████████████	██████
████████████████████	██████
████████████████████	██████
████████████████████	██████
████████████████████	██████
████████████████████	██████

Disclosure. The Quarterly Specialty Rebate constitutes a “discount or other reduction in price,” as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute, on the applicable products purchased by Purchaser under the Commitment Agreement. Cardinal Health and Purchaser agree to use commercially reasonable efforts to comply with any and all requirements imposed on sellers and buyers, respectively, under 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). In this regard, Purchaser 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

Attachment D
Compliance Representations and Warranties for Customers

University Medical Center of Southern Nevada ("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 fulfill its legal or regulatory obligations.

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

Signature: _____

Full Name (print): _____

Title: _____

Date: _____

Attachment E
Return of Goods Policy

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.

Return Made Within:

Normal Credit Amount:

1 - 30 Days from Invoice Date

████ 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.

31 Days through 12 months from Invoice Date

████ 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 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. Exceptions will include injectables, nutritionals, or products that were shipped short-dated.
- 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.

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 by Purchaser.

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), filing 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 twenty (20) 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) business 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

This policy is subject to change with thirty (30) days' 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.