

**JOHNSON & JOHNSON HEALTH CARE SYSTEMS INC.
AMENDMENT TO SUPPLY AGREEMENT**

CUSTOMER	SUPPLIER
Omnicare, Inc. 100 East Rivercenter Blvd., Suite 1600 Covington, KY 41011 Phone No: Fax No: Attn: Dan Maloney Contract Effective Date:	Johnson & Johnson Health Care Systems Inc. 425 Hoes Lane Piscataway, New Jersey 08855-6800 Phone No.: Fax No.: Attn: Contract Administration Contract End Date:
REDACTED	
<i>Supplier will complete the information below upon final execution of this Agreement. The Effective Date will be the earlier of first or fifteenth day of the calendar month occurring not less than 50 days after final execution by Supplier.</i>	
Amendment Effective Date:	Supplier's Contract No.:
10/1/00	HCS0068

The above-referenced Agreement is amended as follows:

1. The Risperdal Performance Rebate Matrix will be replaced with the following:

Product		Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
RISPERDAL®	Actual DOT Market Share	<50%	50%	62%	73%	
	Rebate %	0.0%	15%	15.5%	16.0%	

2. The Duragesic Performance Rebate Matrix will be replaced with the following:

Product		Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
DURAGESIC®	Actual DOT Market Share	<53%	53%	60%	65%	
	Rebate %	0.0%	6.0%	8.0%	10.0%	

3. The following matrices will be added to the Performance Rebate Matrix:

Product		Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
SPORANOX®	Actual DOT Market Share	Formulary Access				
	Rebate %	25.0%				

Product		Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Nizoral®	Actual DOT Market Share	Formulary Access				
	Rebate %	10.0%				

4. Paragraph 5. a) i) of the Administrative Terms and Conditions section shall be replaced with the following:
- i) An Annual Product Performance Incentive of 2% shall be earned on total contracted sales of Products described in Exhibit A, with the exception of Risperdal®, Levaquin® and Procrit®. This Annual Product Performance Incentive shall be in addition to any quarterly rebate earned as per the "Performance Measurement and Performance Rebate Matrix". It shall be paid in accordance of Article 6 "Rebate Policies" once Supplier has evaluated Manager's satisfaction of meeting the performance criteria described in "Schedule of Qualifying Interventions". The performance requirements will be determined by both parties, during the quarter preceding the anniversary date of this Agreement for the next Contract Year. The performance shall be evaluated in aggregate at the end of each Contract Year.

5. Paragraph 5. b) of the Administrative Terms and Conditions section shall be replaced with the following:

b) **Best Price**

- i. If at any time during the term of this Agreement the Manager is eligible to receive a discount or rebate, directly or indirectly, for any Product under any contract with Supplier, the combined total of such discount(s) and/or rebate(s) shall be reduced to the extent necessary so that it does not create a new Medicaid "best price" for any Product. In the event the combined total of such discount(s) and/or rebate(s) would create a new "best price" a price adjustment shall be made. The Price adjustment shall be implemented within 45 days after the close of the quarter in which the Best Price threshold was exceeded, to reduce the discount and/or Rebate on each affected Product code to the amount one-tenth of a percent (.1%) below that which would set a new Best Price, both retroactively and prospectively.
- ii. The price adjustment shall be implemented retroactively
 - a) by a deduction from any amounts owed to Customer by Supplier under this Agreement
 - or
 - b) upon notice from Supplier to Customer of the amount of the price adjustment owed, in the form of a check payable to Johnson & Johnson.
- iii. The price adjustment may also be implemented prospectively by adjusting the Net Sales price for each Product code.
- iv. Example: assume that a discount greater than fifteen percent (15%) will set a new Best Price and that the Price of a Product code in effect at the time of sale is \$100.00; the discount may not be greater than \$14.90. If the Net Sales per Product price were \$80.00 a Price Adjustment would be made and the new Net Sales per Product would be \$85.10

