

** Natividad MEDICAL CENTER**  
**County of Monterey Agreement for Services**  
**(Not to Exceed \$100,000)**

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Dynalabs, LLC hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED;** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows:  
To provide analytical laboratory testing of compounded pharmaceuticals

**PAYMENTS BY NMC;** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$32,000.

**TERM OF AGREEMENT;** the term of this Agreement is from January 1, 2021 through December 31, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS;** the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A: Scope of Services/Payment Provisions
- Addendum #1: Changes to Terms and Conditions of Agreement

**1. PERFORMANCE STANDARDS:**

- 1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**2. PAYMENT CONDITIONS:**

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

**3. TERMINATION:**

- 3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 3.2. ~~NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

DH

Contractor

NMC

**4. INDEMNIFICATION:**

- 4.1. ~~CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.~~

DH

Contractor

NMC

5. INSURANCE:

5.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

5.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

5.5. ~~Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.~~

DH  
Contractor

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

NMC

Exemption/Modification (Justification attached; subject to approval)

- 5.6. Workers' Compensation Insurance. If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

- 5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

**6. Other Insurance Requirements:**

- 6.1. All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.**
- 6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no

way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

- 6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

## 7. RECORDS AND CONFIDENTIALITY:

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all

federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

**NATIVIDAD MEDICAL CENTER:**

Natividad Medical Center  
Attn: Contracts Division  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA. 93906  
FAX: 831-757-2592

**CONTRACTOR:**

Name: Infinity Laboratory Group dba Dynalabs, LLC  
Attn: Dan Henderson, CEO  
Address: 1585 South Perry Street  
City, State, Zip: Castle Rock, CO 80104  
FAX: Phone (303)730-7330  
Email: dhenderson@infinitylaboratories.com

**MISCELLANEOUS PROVISIONS:**

- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

- 13.4 Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

*Signature Page to follow*

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

By: Anne Brereton  
Monterey County Deputy County Counsel

Date: 11-19-20

**APPROVED AS TO FISCAL PROVISIONS**

By: gary k giboney  
Monterey County Deputy Auditor/Controller

Date: 11-19-2020

**CONTRACTOR**

Dynalabs, LLC  
Contractor's Business Name\*\*\* (see instructions)

[Signature]  
Signature of Chair, President, or Vice-President

Dan Henderson, CEO  
Name and Title

Date: Nov 10, 2020

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Ben Staab, CFO  
Name and Title

Date: Nov 10, 2020

**\*\*\*Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).



## **EXHIBIT A:**

### **Scope of Services/ Payment Provisions**

This Scope of Services is entered into by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and **Dynalabs, LLC** (hereinafter, ("CONTRACTOR") pursuant to the Service Agreement between NMC and CONTRACTOR attached hereto with a start date commencing upon the execution of this Agreement (the "Agreement") and is subject to the terms and conditions of the Agreement.

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#### **I. Description of All Services to be Rendered by CONTRACTOR:**

CONTRACTOR shall provide analytical laboratory testing services of pharmaceuticals as required by California Code of Regulations and the State Business and Professions code.

#### **II. CONTRACTOR Obligations:**

- A. CONTRACTOR shall test the lab samples received by NMC via FedEx or UPS, providing test results to NMC online.
- B. **The purpose for testing varies depending on what is being tested. Such testing includes but is not limited to the following:**
  - 1. **Sterility Testing:** USP Membrane Filtration methodology based on guidelines delineated in USP <71> Sterility Tests. Results are expressed as "Negative at X days" for samples that are found to be free of microorganisms, or "Positive at X days" for samples that are found to contain microorganisms, where the "X" represents the number of days from 1 through 14 that the sample is incubated. The specification for sterility is "Negative at 14 days".
  - 2. **Potency Testing:** Testing protocols are developed based on guidelines delineated in USP <621> Chromatography and USP <851> Spectrophotometry and Light-Scattering, and are validated according to USP <1225> Validation of Compendial Procedures and ICH Guidelines. Potency results less than 90% or greater than 110% of labeled value are immediately reported to NMC.
  - 3. **Microbial Identification:** Identification of contaminating microorganism utilizing gram staining, microscopic inspection and/or amplification of the DNA.
  - 4. **Stability Testing:** Medication specific testing regimen to determine the time in which a product retains the same properties and characteristics that it possessed at the time of its manufacture, given a specific formula, compounding process, materials and storage condition.
  - 5. **Endotoxin Testing:** Kinetic chromogenic and photometric quantitative testing methodologies, the kinetic-chromogenic, and the kinetic-turbidimetric

methodologies based on guidelines delineated in USP <85> Bacterial Endotoxins Test

6. Beyond Use Dating: Determination of beyond use date utilizing stability testing and extended sterility testing for a specific formula, compounding process, materials and storage condition.
- C. Process/Procedure: See enclosed "Sample Submission Guidelines"

### **III. Pricing/Fees:**

- A. Pricing Guide: See enclosed "Analytical Lab Services Pricing Schedule"
- B. Published pricing is designed for single samples. Project or volume discounts may be available.
- C. Quotations shall be provided upon request by NMC
- D. Additional charges may be assessed (i.e. hazardous samples) with NMC's approval.
- E. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- F. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- G. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- H. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.



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## Sample Submission

### Guidelines:

- **Sample Submission:** Once your pharmacy has been registered, please click LOGIN, at the top of the page and follow the instructions on the "Sample Submission(Test Request)" form.
- **Packaging Samples:** If the sample is sensitive to heat and/or needs to be kept refrigerated or frozen, we ask that it be shipped with "cold packs" or "dry ice," whichever is more appropriate. Please pack the samples and cold packs in separate zip-lock baggies to prevent moisture condensing on the cold packs from affecting the sample, paperwork and/or labels. Please pack samples appropriately to prevent breakage.
- **Shipping Samples:** Please send your sample to DYNALABS via traceable means, such as FedEx®, UPS®, USPS®, or courier to the Sample Receiving Department of DYNALABS. Samples are received Monday through Friday (excluding holidays). Samples received after 1pm may not be tested until the next business day. If it is important that the sample be tested on the day it is received; please note that on the test request form. Additional charges may apply for same day testing. Table 2 contains standard and rush turnaround times for common tests.
- **Sample Quantity:** Clients are no longer able to submit samples of different volumes in the same submission. Please ensure all samples submitted are of the same volume/container type. However, if clients must send in samples of different volumes for different tests (i.e. potency, sterility, and endotoxin), you will be required to enter as separate submissions. This is required to help us maintain accurate records for correct volumes and chain of custody for DEA samples. Additionally, we will require an acknowledgment of volumes on DEA samples in order for us to accurately track and maintain our records for the DEA.
- **Sample Quantity:** Table 1 contains the standard quantities necessary for DYNALABS to perform the corresponding tests. For expensive and/or rare materials, please contact DYNALABS for absolute minimum quantities necessary. This table does not take into account additional sample requirements for repeat testing due to out of specification results. The sampling list below is intended to communicate the amounts needed to perform the corresponding test, not the amount required to meet a statistically significant sampling criteria. For customers that wish to sample according to the USP, please refer to the appropriate monograph and/or chapter of the USP. For USP <71> Sterility Tests sample guidelines, in the current revision of the USP see Table 3: Minimum Number of Articles to be Tested in Relation to the Number of Articles in the Batch.

• **Table 1: Sample Quantity Requirements**

Potency*/per active		Microbiology		Other Tests	
Aliquots / Powders	1 gram***	Sterility**	2 mL	pH	15 mL
Capsules, Tablets, Pellets	5 or more	Endotoxin	1 mL	Specific Gravity	30 mL
Liquid Samples	5 mL	Particulates USP <788> SVI (Method 1 and 2)	For fill $\geq$ 25 mL, 1 container For fill 1 mL to 25 mL, 10 containers For fill < 1mL, 10 mL		
Suppositories, Troches, Lollipops	5 or more	Particulates USP <788> LVI (Method 1 and 2)	For fill > 100 mL, 1 container		
Creams, Lotions, Gels	5 grams	Particulates (Visual) USP <797>	1 mL		
		Antimicrobial Effectiveness	100 mL		

\* Per active, per time point.

\*\* See USP <71> (Table 3) for sampling guidelines to meet USP requirements

\*\*\* If testing Levothyroxine Sodium (T4) and Liothyronine (T3) please submit 5 grams

Notes: Please send separate sample containers for each test requested. If testing multiple sterility tests (*i.e.: in event of a time study*), please send individual containers for each time point.

**Table 2: Turnaround Times (TAT) Service Levels****CLIENT REQUIREMENTS FOR SERVICE LEVEL COMPLIANCE**

1. Applies to Compounds currently validated by DYNALABS – New Compounds Need to be Fully Technically Vetted prior to being included in this Service Level Agreement (SLA)
2. No Shared Sample (minimum 2 – 5 ml per test)
3. “Day 0” is the date the sample is received on our systems (De-Boxing, Sample Verification, etc.), not necessarily the date of delivery
4. Required Information Provided from Pharmacy must mesh with DYNALABS’ systems – Test Method and Specifications Available, Sample Information is complete and accurate (Formulation, Lot Number, Sample Description, Volume, Batch Size, Sample Identifiers, etc.). Incomplete data will result in delays. Project Information, e.g. approved quote, type of project, etc.
5. For Rush Samples, identified as “rush” during time of submission
  - Same Day – Call for Fee and Capability
  - Samples On Site by 10 AM CST
  - Sample Request Submitted by 7 AM CST
6. Investigations and/or Issues will proceed per Standard Operating Procedure (SOP) and not Service Levels

**Table 3: Minimum numbers of articles to be tested in relation to the numbers of articles in the batch****Table 3. Minimum Number of Articles to be Tested in Relation to the Number of Articles in the Batch**

Number of Items in the Batch <sup>a</sup>	Minimum Number of Items to be Tested for Each Medium (unless otherwise justified and authorized) <sup>b</sup>
<i>Parenteral preparations</i>	
Not more than 100 containers	10% or 4 containers, whichever is the greater
More than 100 but not more than 500 containers	10 containers
More than 500 containers	2% or 20 containers, whichever is less
♦ <i>For large-volume parenterals</i>	2% or 10 containers, whichever is less
<i>Antibiotic solids</i>	
Pharmacy bulk packages (<5 g)	20 containers
Pharmacy bulk packages (≥5 g)	6 containers
Bulks and blends	See <i>Bulk solid products</i> ♦
<i>Ophthalmic and other noninjectable preparations</i>	
Not more than 200 containers	5% or 2 containers, whichever is the greater
More than 200 containers	10 containers
If the product is presented in the form of single-dose containers, apply the scheme shown above for preparations for parenteral use.	
Catgut and other surgical sutures for veterinary use	2% or 5 packages, whichever is the greater, up to a maximum total of 20 packages
♦ Not more than 100 articles	10% or 4 articles, whichever is greater
More than 100, but not more than 500 articles	10 articles
More than 500 articles	2% or 20 articles, whichever is less ♦
<i>Bulk solid products</i>	
Up to 4 containers	Each container
More than 4 containers, but not more than 50 containers	20% or 4 containers, whichever is greater
More than 50 containers	2% or 10 containers, whichever is greater
* If the batch size is unknown, use the maximum number of items prescribed.	
** If the contents of one container are enough to inoculate the two media, this column gives the number of containers needed for both the media together.	

## Confidentiality

DYNALABS maintains strict confidentiality with its customers. Formal Confidentiality agreements may be initiated by the customer or by DYNALABS.

## Retention and Disposal

Samples will be retained **8 days** after final QA. Prior arrangements must be made to retain samples under other conditions or to return samples. Raw data is retained per cGMP standards and to maintain 21 CFR compliance.

## Controlled Substance – 222 Form

DYNALABS possesses a DEA license for Schedules II – V controlled substances.

A DEA 222 form is not always required each time you send in a controlled substance.

TITLE 21 – FOOD and DRUGS

CHAPTER II – DRUG ENFORCEMENT ADMINISTRATION

DEPARTMENT OF JUSTICE

PART 1305 – ORDERS FOR SCHEDULE I AND II CONTROLLED SUBSTANCES

Subpart A – General Requirements

Sec. 1305.03 Distributions requiring a Form 222 or a digitally signed electronic order.

Either a DEA Form 222 or its electronic equivalent as set forth in subpart C of this part and Part 1311 of this chapter is required for each distribution of a Schedule I or II controlled substance except for the following:

1. Distributions to persons exempted from registration under Part 1301 of this chapter.
2. Exports from the United States that conform to the requirements of the Act.
3. *Deliveries to a registered analytical laboratory or its agent approved by DEA.\**
4. Delivery from a central fill pharmacy, as defined in 1300.01 (b) (44) of this chapter, to a retail pharmacy.

**\*NB:** Drug manufacturers, drug repackagers and drug distributors are required to complete and submit a DEA Form 222 or its electronic equivalent when sending Schedule I and II controlled substances for testing. Please contact us regarding any DEA Form 222 requirements questions you may have.

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## Analytical Lab Services Pricing Schedule

<b>BRONZE</b> Standard Pricing less 5%	<b>SILVER</b> Standard Pricing	<b>GOLD</b> Standard Pricing plus 20%
<p>Standard Test Turnaround Times (Routine Testing)</p> <ul style="list-style-type: none"> <li>✓ Chemical/Physical Test Final Report/CoA                             <ul style="list-style-type: none"> <li>• Ten (10) Business Days from receipt of sample</li> </ul> </li> <li>✓ Microbiology                             <ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Business Day – Received by “Day 0”                                     <ul style="list-style-type: none"> <li>○ Sterility Setup</li> <li>○ Fungal Setup</li> </ul> </li> <li>• Ten (10) Business Days                                     <ul style="list-style-type: none"> <li>○ Endotoxin Final Report/CoA</li> <li>○ Particulate Matter (USP &lt;797&gt;, USP &lt;788&gt;) Final Report/CoA</li> <li>○ Growth Promotion</li> </ul> </li> </ul> </li> </ul>	<p>Standard Test Turnaround Times (Routine Testing)</p> <ul style="list-style-type: none"> <li>✓ Chemical/Physical Test Final Report/CoA                             <ul style="list-style-type: none"> <li>• Five (5) Business Days from receipt of sample</li> </ul> </li> <li>✓ Microbiology                             <ul style="list-style-type: none"> <li>• Next Business Day – Received by “Day 0”                                     <ul style="list-style-type: none"> <li>○ Sterility Setup</li> <li>○ Fungal Setup</li> </ul> </li> <li>• Five (5) Business Days                                     <ul style="list-style-type: none"> <li>○ Endotoxin Final Report/CoA</li> <li>○ Particulate Matter (USP &lt;797&gt;, USP &lt;788&gt;) Final Report/CoA</li> <li>○ Growth Promotion</li> </ul> </li> </ul> </li> </ul>	<p>Standard Test Turnaround Times (Routine Testing)</p> <ul style="list-style-type: none"> <li>✓ Chemical/Physical Test Final Report/CoA                             <ul style="list-style-type: none"> <li>• Three (3) Business Days from receipt of sample</li> </ul> </li> <li>✓ Microbiology                             <ul style="list-style-type: none"> <li>• Same Business Day – Received by “Day 0”                                     <ul style="list-style-type: none"> <li>○ Sterility Setup</li> <li>○ Fungal Setup</li> </ul> </li> <li>• Three (3) Business Days                                     <ul style="list-style-type: none"> <li>○ Endotoxin Final Report/CoA</li> <li>○ Particulate Matter (USP &lt;797&gt;, USP &lt;788&gt;) Final Report/CoA</li> <li>○ Growth Promotion</li> </ul> </li> </ul> </li> </ul>
<p><b>Rush Pricing</b></p> <ul style="list-style-type: none"> <li>✓ Same Business Day: Call for Fee (some compounds/actives cannot be tested Same Business Day)</li> <li>✓ Next Business Day / Same day setup for Sterility: 2X Gold Level Pricing per test</li> <li>✓ 2nd Business Day / Next business day setup for Sterility: 1.5X Gold Level Pricing per test</li> </ul>		
<p><b>Phone Consultation with Technical Services Specialist – Related to Projects</b></p> <ul style="list-style-type: none"> <li>✓ Bronze – \$250 per hour (one-hour, minimum)</li> <li>✓ Silver – 3 hours per month, No Charge</li> <li>✓ Gold – 5 hours per month, No Charge</li> </ul>		
<p><b>Project and Service Levels</b></p> <ul style="list-style-type: none"> <li>• Standard Testing is priced at “SILVER” Service Levels for all standard tests associated with projects; e.g. Beyond Use Dating, Time Studies, Stability Studies, etc.</li> <li>• Standard Testing for projects is executed similar to “Rush 2<sup>nd</sup> Day” samples, with respect to schedule date                             <ul style="list-style-type: none"> <li>○ “Day 0” is defined as the day the sample is received by DYNALABS</li> <li>○ No shared samples</li> <li>○ SLA TAT does not apply for APIs identified as “Special”, please call for TAT</li> <li>○ Quoted turnaround time prevails</li> </ul> </li> </ul>		

\*Prices subject to change, Potency pricing for aqueous samples, per current API list  
\*\* Pricing for Information Only, Quote/Pre-Approval Required

Microbiological Testing – Silver TAT Service Level Estimate Pricing		
Test Type	Description/ Typical Product Type	2020 Pricing
<b>USP &lt;71&gt;</b>		
Method 1	Most Vitamins, Hormones, Opiates	\$105.00-\$147.00/Compound
Method 2	Calcium Chloride, Preservative, Failed Method 1, Tri-Mix	\$136.50-\$173.25/Compound
Method 3	Antibiotics (e.g. Vancomycin, Gentamicin)	\$152.25-\$189.00/Compound
Direct Inoculation (Priced per Bottle Set)	Oils (1-4 Bottles Sets)	\$131.25-\$378.00/Compound
Dilutions	Contains DMSO, or other harsh solvents	\$162.25-\$199.50/Compound
IPM Dilutions	Oils	\$163-\$400/Compound**
Reconstituted	Lyophilized	\$163-\$200/Compound**
Pellets	Compound is a pellet	\$136.50-\$312.00/Compound
Standard Sterility Screen	Non-USP <71> Test	\$152.25-\$189.00/Compound
Fungal Sterility	By request	\$147.00-\$173.25/Compound
Gram Stain	Qualitative on the spot ID test of growth	\$42.00/Compound
Microbial Identification	Per Mass Spec or DNA Testing	\$110.25-\$173.25/CFU
Rapid Micro Screen (non-validated)	Rapid Screen for Organisms, aqueous compound	\$498.75/Compound
Rapid Sterility (Validated)	Sterility testing, aqueous compound	\$288.75/Compound
Growth Promotion	Broth media and/or agar plates	\$372.75/Compound
Aseptic Process Verification/ Media Fill	This is a check for turbidity or plate growth	\$5.25-\$68.25/Container
<b>Endotoxin</b>		
Routine	Aqueous, oil, powders	\$78.75/Compound
Special	Pellets, Challenge Vials, Inhibiting Factors	\$110.25/Compound
Particulate Matter per <797>	Per DYNALABS SOP based on USP <797> criteria	\$47.25/Compound
Particulate Matter Method I <788>/<789>	Per USP, Clear and Colorless	\$168.00/Compound
Particulate Matter Method II <788>/<789>	Injections not suitable for Method I	\$288.75/Compound
Container Closure Integrity Testing	Negative pressure dye ingress test	\$262.50/Compound
USP <51>, Antimicrobial Effectiveness	Multidose Compounds	\$1,500.00/Compound
<b>Microbiological Quoted Testing and Validation Services**</b>		
Sterility USP <71>, Method Suitability	Compatibility confirmation	\$630-\$1,000/Compound
USP <71> Rapid Sterility Validation (3 Lots)	Compatibility confirmation	\$6,820/Compound
Endotoxin Verification USP <85>	Compatibility confirmation	\$630/Compound
Fungal Validation	Compatibility confirmation	\$630/Compound
Water Activity	Free water determination	\$500 (ULH Quoted Service)
USP <51>, Method Suitability	Compatibility confirmation	\$600/Compound
USP <61>, USP <62> Microbial Enumeration	Bioburden, Gross Microbial Contamination	\$210 (ULH Quoted Service)
USP <61>, USP <62> Method Suitability	Compatibility confirmation	\$2,200 (ULH Quoted Service)
USP <81> Antibiotic Assay (non-validated)	For antibiotic potency	\$500 (ULH Quoted Service)
Subculture and ship to customer	For client's internal verification	\$47.25/Request
Microbiological Method Development	Creation of new microbiological tests	\$4,200/Project



**Chemistry/Physical Testing – Silver TAT Service Level Estimated Pricing**

Test Type	Description/ Typical Product Type	2020 Pricing
<b>Potency or Identification via Retention Time</b>		
Tier 1	Aqueous	\$152.25/API
Tier 2	Non-Sterile Applications, low stability actives	\$173.25/API
Tier 3	Sensitive Actives, Complex Methodologies	>\$175/API
Special	Due to specific nature of the Method and/or intermittent frequency, please call for price	Quote
Identification (additional) with Potency	Prepared & analyzed with a potency sample	\$47.25/API
<b>Mixing/Filling Potency Study (3X per DYNALABS CQI Program)</b>		
Tier 1	3x testing of a single lot per CQI Instructions	\$393.75/API
Tier 2	3x testing of a single lot per CQI Instructions	\$447.30/API
Tier 3	3x testing of a single lot per CQI Instructions	>\$450/API
Loss on Drying	Per USP <731> and USP monograph	\$152.25/API
Karl Fischer (Method 1a)	Per USP <921> and USP monograph	\$157.50/API
Specific Gravity	Via Densitometer (Limited by viscosity).	\$105.00/Compound
Visual Inspection	Per DYNALABS SOP	\$52.50/Compound
pH	Per DYNALABS SOP based on USP methodology	\$42.00/Compound
FTIR Identification	API list bulk substance testing Per USP <197>	\$147.00/Request
Bag Volume	Per DYNALABS SOP	\$47.25/Compound
Weight Check	Monitors sample weight over time for trending	\$63.00/Compound
<b>Biologics and Chemistry Quoted Testing and Validation Services**</b>		
Validation Extension	Potency Specificity at product level	\$5,000 - \$7,000/API
Impurities	Quantification of requested impurities	\$5,250/Project
Feasibility	Pre-Development Assurance of Validation	\$525/Request
Method Development and Validation	Creation of new Potency Method	>\$9,750/API
Monograph	USP Monograph Requests	Quoted Services
Sample Manipulation	Additional Processing Steps	\$152.25/Hour
Osmolality	Tonicity	\$350 (ULH Quoted Service)
ELISA (post-Validation)	Active specific biological potency test	\$2,400 (ULH Quoted Service)
ELISA Validation	Active specific biological potency test	\$18,000 (ULH Quoted Service)
Size Exclusion (post-Validation)	Molecular size separation	\$2,400 (ULH Quoted Service)
Size Exclusion Validation	Molecular size separation	\$18,000 (ULH Quoted Service)
Ion Exchange (post-Validation)	Ion specific separation	\$2,400 (ULH Quoted Service)
Ion Exchange Validation	Ion specific separation	\$18,000 (ULH Quoted Service)
SDS-page (post-Validation)	Biological separation technique	\$1,300 (ULH Quoted Service)
SDS-page Validation	Biological separation technique	\$12,000 (ULH Quoted Service)
USP <1057> Method A (post validation)	UV analysis at 280nm	\$750 (ULH Quoted Service)
USP <1057> Method A Validation	UV analysis at 280nm	\$3,500 (ULH Quoted Service)
Forensic Particle Analysis	To obtain, size, material type, and origin	\$1,100 (ULH Quoted Service)

Chemistry/Physical Testing Type		BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2 <sup>ND</sup> BUSINESS DAY
Potency or Identification	Tier 1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
	Tier 2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
	Tier 3 (See Active Pricing)	>\$165.00	>\$175.00	>\$210.00	>\$420.00	>\$315.00
	Special**	Quote	Quote	Quote	N/A	N/A
Potency Mixing Study	Tier 1	\$374.06	\$393.75	\$472.50	N/A	N/A
	Tier 2	\$424.94	\$447.30	\$536.76	N/A	N/A
	Tier 3 (See Active Pricing)	>\$425.00	>\$450.00	>\$540.00	N/A	N/A
	Special**	Quote	Quote	Quote	N/A	N/A
Identification with Potency	Tier 1, Tier 2, or Tier 3	\$44.89	\$47.25	\$56.70	\$113.40	\$85.05
	Special**	Quote	Quote	Quote	N/A	N/A
Other Chemical and Physical Testing	Loss on Drying	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
	Karl Fisher (Method 1a)**	\$149.63	\$157.50	\$189.00	\$378.00	\$283.50
	Specific Gravity	\$99.75	\$105.00	\$126.00	\$252.00	\$189.00
	Visual Inspection	\$49.88	\$52.50	\$63.00	\$126.00	\$94.50
	pH	\$39.90	\$42.00	\$50.40	\$100.80	\$75.60
FTIR	FTIR Identification	\$139.65	\$147.00	\$176.40	\$352.80	\$264.60
	FTIR Identification (Polymorphism)	\$413.96	\$435.75	\$522.90	\$1,045.80	\$784.35
Other Chemical and Physical Testing	Bag Volume	\$44.89	\$47.25	\$56.70	\$113.40	\$85.05
	Weight Check	\$59.85	\$63.00	\$75.60	\$151.20	\$113.40
Validation Services	Validation Extension**	\$5,000-\$7,000	\$5,000-\$7,000	\$5,000-\$7,000	N/A	N/A
	Sample Specific Method Development and Validation Extension**	>\$9,975.00	>\$9,975.00	>\$9,975.00	N/A	N/A
	Feasibility**	\$500.00	\$500.00	\$500.00	N/A	N/A
Other Services	Sample Manipulation (per hour)**	\$144.64	\$152.25	\$182.70	N/A	N/A
	Impurities**	Quote	Quote	Quote	N/A	N/A
	Monograph**	Quote	Quote	Quote	N/A	N/A
	Identification (UV)**	Quote	Quote	Quote	N/A	N/A
Biologic and Stability Profile ULH Testing Services	ELISA**	\$2,400.00	\$2,400.00	\$2,400.00	N/A	N/A
	ELISA Validation**	\$18,000.00	\$18,000.00	\$18,000.00	N/A	N/A
	Ion Exchange**	\$2,400.00	\$2,400.00	\$2,400.00	N/A	N/A
	Ion Exchange Validation**	\$18,000.00	\$18,000.00	\$18,000.00	N/A	N/A
	Size Exclusion **	\$2,400.00	\$2,400.00	\$2,400.00	N/A	N/A
	Size Exclusion Validation**	\$18,000.00	\$18,000.00	\$18,000.00	N/A	N/A
	SDS Page**	\$1,300.00	\$1,300.00	\$1,300.00	N/A	N/A
	SDS Page Validation**	\$12,000.00	\$12,000.00	\$12,000.00	N/A	N/A
	USP <1057> Method A**	\$750.00	\$750.00	\$750.00	N/A	N/A
USP <1057> Method A Validation**	\$3,500.00	\$3,500.00	\$3,500.00	N/A	N/A	

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2 <sup>ND</sup> BUSINESS DAY
5-Fluorouracil, Fluorouracil, 5-FU	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
7-keto DHEA	Special	Special	Special	Special	N/A	N/A
Acetaminophen	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Acetylcysteine, N-Acetylcysteine	Special	Special	Special	Special	N/A	N/A
Adenosine	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Alprostadil, PGE-1, Prostaglandin	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Amiodarone (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Amitriptyline (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Amlodipine Besylate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Ampicillin	3	\$179.55	\$189.00	\$226.80	\$453.60	\$340.20
Anastrozole	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Apomorphine	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Ascorbic Acid, Vitamin C	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Atropine Sulfate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Atropine	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Baclofen	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Benzocaine	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Benzyl Alcohol	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Betamethasone (Base)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Betamethasone Acetate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Betamethasone Sodium Phosphate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Biotin	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Bromfenac (Sodium)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Budesonide	Special	Special	Special	Special	N/A	N/A
Bumetanide	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Bupivacaine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Buprenorphine (HCl)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Caffeine (Citrate)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Calcifediol	Special	Special	Special	Special	N/A	N/A
Calcium (Chloride, Gluconate, Citrate)	3	\$219.45	\$231.00	\$277.20	\$554.40	\$415.80
Carbamazepine	Special	Special	Special	Special	N/A	N/A
Cefazolin (Sodium)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Cefepime	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Ceftazidime	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Ceftriaxone (Sodium)	3	\$219.45	\$231.00	\$277.20	\$554.40	\$415.80
Cefuroxime (Sodium)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Choline Chloride	Special	Special	Special	Special	N/A	N/A
Cidofovir	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Ciprofloxacin (HCl)	Special	Special	Special	Special	N/A	N/A
Clindamycin Phosphate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Clonidine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Cyanocobalamin	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Cyclobenzaprine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Cyclopentolate HCl	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2 <sup>ND</sup> BUSINESS DAY
Dehydroepianandrosterone, DHEA	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Demecarium Bromide	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Dexamethasone Acetate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Dexamethasone Sodium Phosphate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Dexamethasone Phosphate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Dexmedetomidine	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Dextromethorphan Hydrobromide	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Diazepam	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Diclofenac (Sodium, Potassium)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Diltiazem (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Diphenhydramine (HCl)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Dipyridamole	Special	Special	Special	Special	N/A	N/A
Dobutamine	Special	Special	Special	Special	N/A	N/A
Dopamine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Doxepin (HCl)	Special	Special	Special	Special	N/A	N/A
Doxycycline (Hyclate)	Special	Special	Special	Special	N/A	N/A
Droperidol	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Edetate Calcium Disodium	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Edetate Disodium	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Ephedrine (Sulfate)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Epinephrine (Bitartrate, HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Estradiol	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Estradiol Valerate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Estriol	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Estrone	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Fenbendazole	Special	Special	Special	Special	N/A	N/A
Fentanyl (Citrate)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Finasteride	Special	Special	Special	Special	N/A	N/A
Flurbiprofen	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Furosemide	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Gabapentin	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Gatifloxacin	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Gentamicin (Sulfate)	3	\$244.39	\$257.25	\$308.70	\$617.40	\$463.05
Glutathione Reduced	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Glycopyrrolate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Guaifenesin	Special	Special	Special	Special	N/A	N/A
Hydrocortisone	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Hydrocortisone Acetate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Hydrocortisone Sodium Phosphate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Hydrocortisone Succinate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Hydromorphone (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Hydroxocobalamin (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Hydroxyprogesterone Caproate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2 <sup>ND</sup> BUSINESS DAY
Ibuprofen	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Idoxuridine	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Inositol	Special	Special	Special	Special	N/A	N/A
Iohexol	Special	Special	Special	Special	N/A	N/A
Isoproterenol	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Ketamine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Ketoprofen	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Ketorolac (Tromethamine)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Labetalol (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Leuprolide (Acetate)	3	\$219.45	\$231.00	\$277.20	\$554.40	\$415.80
Levothyroxine (Sodium), T4	3	\$219.45	\$231.00	\$277.20	\$554.40	\$415.80
Lidocaine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Liothyronine (Sodium), T3	3	\$219.45	\$231.00	\$277.20	\$554.40	\$415.80
Lorazepam	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Magnesium (Chloride, Citrate, Sulfate)	3	\$219.45	\$231.00	\$277.20	\$554.40	\$415.80
Medroxyprogesterone Acetate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Meloxicam	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Meperidine	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Meperidine (HCl)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Mepivacaine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Methadone (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Methionine	Special	Special	Special	Special	N/A	N/A
Methohexital (Sodium)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Methylcobalamin	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Methylprednisolone Acetate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Methylprednisolone Sodium Succinate (Hemisuccinate)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Metoclopramide (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Metoclopramide	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Metoprolol (Succinate, Tartrate)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Metronidazole Base	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Midazolam (HCl)	3	\$219.45	\$231.00	\$277.20	\$554.40	\$415.80
Milrinone	2	Special	Special	Special	N/A	N/A
Minoxidil	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Mitomycin	3	\$408.98	\$430.50	\$516.60	\$1025.26	\$774.90
Mometasone Furoate	Special	Special	Special	Special	N/A	N/A
Morphine (Sulfate)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Moxifloxacin (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Nalbuphine (HCl)	Special	Special	Special	Special	N/A	N/A
Naltrexone (HCl)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Nandrolone Decanoate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Neostigmine (Methylsulfate)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2 <sup>ND</sup> BUSINESS DAY
Nicardipine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Nifedipine	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Nitroglycerin	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Norepinephrine (Bitartrate, HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Omeprazole (Sodium)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Ondansetron (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Orphenadrine Citrate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Oseltamivir (Phosphate)	Special	Special	Special	Special	N/A	N/A
Oxymetazoline	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Oxytocin	3	\$394.01	\$414.75	\$497.70	\$995.40	\$746.55
Pantoprazole (Sodium)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Papaverine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Pentobarbital (Sodium)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Pentoxifylline	Special	Special	Special	Special	N/A	N/A
Phenobarbital (Sodium)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Phenol	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Phentolamine (Mesylate)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Phenylephrine (HCl, Tartrate, Tannate)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Phosphatidylcholine	Special	Special	Special	Special	N/A	N/A
Phytonadione	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Piperacillin (Sodium)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Piroxicam	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Potassium (Bromide, Chloride, Citrate)	3	\$219.45	\$231.00	\$277.20	\$554.40	\$415.80
Povidone-Iodine, Betadine	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Prednisolone	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Prednisolone Acetate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Prednisolone Sodium Phosphate	3	\$179.55	\$189.00	\$226.80	\$453.60	\$340.20
Pregnenolone	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Prilocaine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Procaine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Progesterone	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Promethazine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Proparacaine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Propofol	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Pyridoxine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Ranitidine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Remifentanyl	Special	Special	Special	Special	N/A	N/A
Riluzole	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Rocuronium (Bromide)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Ropivacaine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2 <sup>ND</sup> BUSINESS DAY
Sildenafil (Citrates)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Sildenafil	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Sodium Bicarbonate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Sodium Chloride	3	\$219.45	\$231.00	\$277.20	\$554.40	\$415.80
Sodium Citrate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Sodium Deoxycholate	Special	Special	Special	Special	N/A	N/A
Sodium Thiosulfate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Succinylcholine (Chloride)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Sufentanil (Citrates)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Tacrolimus	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Tazobactam (Sodium)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Tazobactam	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Testosterone	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Testosterone Cypionate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Testosterone Enanthate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Testosterone Propionate	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Tetracaine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Thiamine (HCl)	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Tramadol (HCl)	Special	Special	Special	Special	N/A	N/A
Triamcinolone Acetonide	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Triamcinolone Diacetate	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Tromethamine	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Tropicamide	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Vancomycin (HCl)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Vecuronium (Bromide)	2	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
Verapamil	1	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
Zosyn (Piperacillin and Tazobactam)	2	\$329.18	\$346.50	\$415.80	\$831.60	\$623.70

Microbiological Testing Type	Containers	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2 <sup>ND</sup> BUSINESS DAY
USP <71> Method 1	1-4	\$99.75	\$105.00	\$126.00	\$252.00	\$189.00
	5-10	\$124.69	\$131.25	\$157.50	\$315.00	\$236.25
	>10	\$139.65	\$147.00	\$176.40	\$352.80	\$264.60
USP <71> Method 2	1-4	\$129.68	\$136.50	\$163.80	\$327.60	\$245.70
	5-10	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
	>10	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
USP <71> Fungal	1-4	\$139.65	\$147.00	\$176.40	\$352.80	\$264.60
	5-10	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
	>10	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
USP <71> Dilutions	1-4	\$154.61	\$162.75	\$195.30	\$390.60	\$292.95
	5-10	\$174.56	\$183.75	\$220.50	\$441.00	\$330.75
	>10	\$189.53	\$199.50	\$239.40	\$478.80	\$359.10
	IPM Dilutions	Special	Special	Special	Special	Special
USP <71> Method 3	1-4	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
	5-10	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
	>10	\$179.55	\$189.00	\$226.80	\$453.60	\$340.20
USP <71> Reconstituted	1-4	\$154.61	\$162.75	\$195.30	\$390.60	\$292.95
	5-10	\$174.56	\$183.75	\$220.50	\$441.00	\$330.75
	>10	\$189.53	\$199.50	\$239.40	\$478.80	\$359.10
USP <71> Pellets	1-4	\$129.68	\$136.50	\$163.80	\$327.60	\$245.70
	5-10	\$139.65	\$147.00	\$176.40	\$352.80	\$264.60
	>10	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
USP <71> Pellets With Grinding	1-4	\$216.00	\$240.00	\$288.00	\$576.00	\$432.00
	5-10	\$237.50	\$250.00	\$300.00	\$600.00	\$450.00
	>10	\$247.00	\$260.00	\$312.00	\$624.00	\$468.00
Standard Sterility Screening	1-4	\$144.64	\$152.25	\$182.70	\$365.40	\$274.05
	5-10	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
	>10	\$179.55	\$189.00	\$226.80	\$453.60	\$340.20
Direct Inoculation	<b>Bottle Sets</b>					
	1-100mL	\$124.69	\$131.25	\$157.50	\$315.00	\$236.25
	1-500mL	\$139.65	\$147.00	\$176.40	\$352.80	\$264.60
	2-500mL	\$209.48	\$220.50	\$264.60	\$529.20	\$396.90
	3-500mL	\$284.29	\$299.25	\$359.10	\$718.20	\$538.65
	4-500mL	\$359.10	\$378.00	\$453.60	\$907.20	\$680.40
	>5-500mL	Quote	Quote	Quote	Quote	Quote
Microbial Identification	Mass Spec/CFU	\$104.74	\$110.25	\$132.30	\$264.60	\$198.45
	DNA Sequencing/ CFU	\$164.59	\$173.25	\$207.90	\$415.80	\$311.85
	Gram Stain	\$39.90	\$42.00	\$50.40	\$100.80	\$75.60
Rapid Sterility	<b>Test Type</b>					
	Screen	\$473.81	\$498.75	\$598.50	\$1,197.00	\$897.75
Growth Promotion	Sterility	\$274.31	\$288.75	\$346.50	\$693.00	\$519.75
		\$354.11	\$372.75	\$447.30	\$894.60	\$670.95
Media Fills/ Environmental Plates	<50 samples	\$64.84	\$68.25	\$81.90	\$163.80	\$122.85
	>50 samples	\$19.95	\$21.00	\$25.20	\$50.40	\$37.80
	>100 samples**	\$4.99	\$5.25	\$6.30	\$12.60	\$9.40



Microbiological Testing Type		BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2 <sup>ND</sup> BUSINESS DAY
Endotoxin	All samples not in the category below	\$74.81	\$78.75	\$94.50	\$189.00	\$141.75
	Pellets, Endotoxin Challenge Vials, Compounds with Inhibiting Factors	\$104.74	\$110.25	\$132.30	\$264.60	\$198.45
Particulate Matter	Particulate Matter per <797>	\$44.89	\$47.25	\$56.70	\$113.40	\$85.05
	Particulate Matter Method I <788/789> LVI	\$159.60	\$168.00	\$201.60	\$403.20	\$302.40
	Particulate Matter Method I <788/789> SVI	\$159.60	\$168.00	\$201.60	\$403.20	\$302.40
	Particulate Matter Method II <788/789>	\$274.31	\$288.75	\$346.50	\$693.00	\$519.75
Validation and Verification	Container Closure Integrity Testing	\$249.38	\$262.50	\$315.00	N/A	N/A
	USP <51> Antimicrobial Effectiveness Testing**	\$1,500.00	\$1,500.00	\$1,500.00	N/A	N/A
	Sterility USP <71> Method Suitability**	\$630.00	\$630.00	\$630.00	N/A	N/A
	Endotoxin Validation USP <85> (Enhancement/Inhibition)**	\$630.00	\$630.00	\$630.00	N/A	N/A
	Fungal Validation**	\$630.00	\$630.00	\$630.00	N/A	N/A
	USP <71> Rapid Sterility Validation (3 Lots), Lots submitted concurrently**	\$6,820.00	\$6,820.00	\$6,820.00	N/A	N/A
	USP <71> Rapid Sterility Validation (3 Lots), Lots submitted non-concurrently	\$3,500.00/Lot	\$3,500.00/Lot	\$3,500.00/Lot	N/A	N/A
	USP <51> Method Suitability**	\$600.00	\$600.00	\$600.00	N/A	N/A
Other Services	Subculture and Ship to Client**	\$44.89	\$47.25	\$56.70	N/A	N/A
	Sample Manipulation (per hour)**	\$144.64	\$152.25	\$182.70	N/A	N/A
ULH Services	USP <61>/<62>**	\$230.00	\$230.00	\$230.00	N/A	N/A
	USP <61>/<62> Validation**	\$2,200.00	\$2,200.00	\$2,200.00	N/A	N/A
	Water Activity**	\$500.00	\$500.00	\$500.00	N/A	N/A
	USP <81> (Information only)**	\$500.00	\$500.00	\$500.00	N/A	N/A
	USP <81> Validation**	\$15,000.00	\$15,000.00	\$15,000.00	N/A	N/A
	USP <81> (post-Validation)**	\$500.00	\$500.00	\$500.00	N/A	N/A
	Forensic Particle Analysis**	\$1,100.00	\$1,100.00	\$1,100.00	N/A	N/A

## ADDENDUM NO. 1

### TO AGREEMENT BY AND BETWEEN DYNALABS, LLC AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER TO PROVIDE ANALYTICAL LABORATORY TESTING OF COMPOUNDED PHARMACEUTICAL SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between **Dynalabs, LLC** (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Agreement. Notwithstanding the provision of Section 13.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

**I. Section 3.2 under TERMINATION shall be deleted and restated in its entirety to read as follows:**

3.2 NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from undisputed sum due the CONTRACTOR under this Agreement. If NMC's account is in arrears, CONTRACTOR may, at its option, postpone further performance until the account is brought current.

**II. Section 4, INDEMNIFICATION, shall be deleted and restated in its entirety to read as follows:**

**4. INDEMNIFICATION AND LIMITATION OF LIABILITY.**

4.1 The Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Contractor and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

4.2 The County shall indemnify, defend, and hold harmless the Contractor, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Contractor and/or its officers, agents, employees and subcontractors. The County shall reimburse the Contractor for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Contractor under this Agreement.

4.3 EXCEPT FOR THE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT AND FOR BREACH OF PARAGRAPH 7.1 (CONFIDENTIALITY), (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF \$100,000 OR TWO (2) TIMES


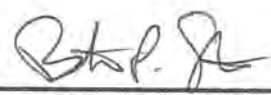
THE TOTAL FEES PAID HEREUNDER BY LICENSEE DURING THE TWELVE MONTHS PRECEDING THE INITIAL EVENT GIVING RISE TO SUCH LIABILITY.

- III. Paragraph 5.5, “Business Automobile Liability Insurance”, shall be omitted in its entirety.
- IV. Paragraph 6.3 under, “Other Insurance Requirements”, shall be deleted and restated in its entirety to read as follows:

6.3 Commercial general liability and policy shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor’s work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor’s insurance.

*Signature page to follow.*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<u><b>Natividad Medical Center</b></u>	<u><b>Dynalabs, LLC</b></u>
	
Gary R. Gray, DO, CEO	Signature of Chair, President or Vice-President
	<u><b>Dan Henderson, CEO</b></u>
Date	Printed Name and Title
	Nov 10, 2020
<u><b>Approved as to Legal Provisions:</b></u>	Date
<i>Anne Brereton</i>	
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
11/19/20	<i>Benton P. Staab</i>
Date	Printed Name and Title
<u><b>Approved as to Fiscal provisions:</b></u>	<i>November 10, 2020</i>
	Date
Monterey County Chief-Deputy Auditor-Controller	<u><b>Signature Instructions</b></u>
<i>gary k giboney</i>	For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
Date	
12-7-2020	