

**AMENDMENT NO. 8
TO SERVICES AGREEMENT
BETWEEN Pharmedium Services, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
COMPOUNDING PHARMACEUTICAL SUPPLIES AND IV SOLUTION SERVICES**

This Amendment No. 8 to the Services Agreement ("Agreement"), dated March 31, 2006 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Pharmedium Services, LLC, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Compound Pharmaceutical Supplies and IV Solution Services with a one year term and a total Agreement amount not to exceed \$60,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2007 via Renewal and Amendment No. 1 to extend the term for an additional one year period through June 30, 2008 and to add an additional \$60,000, thereby increasing the total agreement amount to \$120,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2008 via Renewal and Amendment No. 2 to extend the term for an additional one year period through June 30, 2009 and to add an additional \$60,000, thereby increasing the total agreement amount to \$180,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2009 via Renewal and Amendment No. 3 to extend the term for an additional one year period through June 30, 2010 and to add an additional \$60,000, thereby increasing the total agreement amount to \$240,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2010 via Renewal and Amendment No. 4 to extend the term for an additional one year period through June 30, 2011 and to add an additional \$60,000, thereby increasing the total agreement amount to \$300,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2011 via Renewal and Amendment No. 5 to extend the term for an additional one year period through June 30, 2012 and to add an additional \$60,000, thereby increasing the total agreement amount to \$360,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2013 via Amendment No. 6 to extend the term for an additional one year period through June 30, 2014 and to add an additional \$80,000, thereby increasing the total agreement amount to \$440,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Renewal and Amendment No. 7 to extend the term for an additional one year period through June 30, 2015 and to add an additional \$400,000, thereby increasing the total agreement amount to \$840,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one year period through June 30, 2016 to allow for services to continue with a \$200,000 increase for the added services for a total Agreement amount of \$1,040,000.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in Original Agreement and in Renewal and Amendment No 1; Renewal and Amendment No 2; Renewal and Amendment No 3; Renewal and Amendment No 4; Renewal and Amendment No 5; Amendment No 6; and Renewal and Amendment No 7 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following; ***"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,040,000. "***
2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following; ***"The term of this Agreement is March 31, 2006 to June 30, 2016 unless sooner terminated pursuant to this Agreement"***
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 8 and shall continue in full force and effect as set forth in the Original Agreement and in Renewal and Amendment No 1; Renewal and Amendment No 2; Renewal and Amendment No 3; Renewal and Amendment No 4; Renewal and Amendment No 5; Amendment No 6; and Renewal and Amendment No 7.
4. A copy of this Amendment No. 8 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 8 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Kelly O'Keefe
M.D., PhD, FCAP, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AKB
Monterey County Deputy County Counsel

Date: June 8, 2015

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 6/8/15

CONTRACTOR

PHARMEDIUM HEALTHCARE CORPORATION
CONTRACTOR's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Todd A. Lester VP customer svc and sales ops
Name and Title

Date: 6/4/15

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

Matthew D Anderson CFO
Name and Title

Date: 6/4/15

***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)