File ID A 13-163 No. 29

# Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

## Board Order

### Agreement No.: A-10620

Upon motion of Supervisor Potter, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 7 to the Agreement (A-10620) with Pharmedium Services for Compounding Pharmaceutical Supplies and IV Solution Services at NMC, extending the Agreement to June 30, 2015 and adding $400,000 (over two years) for a revised total Agreement amount not to exceed $840,000 in the aggregate.

PASSED AND ADOPTED on this 16th day of July 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on July 16, 2013.

Dated: July 22, 2013
File Number: A 13-163

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

*Original Agreement No. or PO No. (MYA457)*

**RENEWAL AND AMENDMENT NO. 7**
**TO PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN Pharmedium Services AND**
**THE NATIVIDAD MEDICAL CENTER**
**FOR**
**Compounding Pharmaceutical Supplies and IV Solution Services**

This Renewal and Amendment No. 7 to Professional Services Agreement ("Agreement"), dated March 31, 2006, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pharmedium Services (Contractor), with respect to the following:

## RECITALS

**WHEREAS**, the County and Contractor amended the Agreement previously on July 11, 2006 via Exhibit F Amendment, on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, on July 1, 2009 via Amendment No. 3, on July 1, 2010 via Amendment No. 4, on July 1, 2011 via Amendment No. 5, and on July 1, 2012 via Amendment No. 6; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the amount payable for services rendered.

## AGREEMENT

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA457).

2. The total amount payable by County to Contractor under Agreement No. (MYA457) shall not exceed the total sum of $840,000 for the full term of the Agreement.

3. The Agreement is amended to extend the term through June 30, 2015.

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement, as amended by Exhibit F Amendment, and Amendment Nos. 1, 2, 3, 4, 5, and 6, are unchanged and unaffected by this Renewal and Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Renewal and Amendment No. 7 and all previous amendments shall be attached to the original Agreement (No. MYA457).

6. The effective date of this Renewal and Amendment No. 7 is July 1, 2013.

**IN WITNESS WHEREOF,** the parties hereto are in agreement with this Amendment 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: _____
Sid Cato, NMC Contracts Manager

Date: 7-19-13

By: _____
Harry Weis, NMC Chief Executive Officer

Date: 5/14/13

**APPROVED AS TO LEGAL PROVISIONS**

By: _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: May 24, 2013

**APPROVED AS TO FISCAL PROVISIONS**

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 5-24-13

**Contractor**

_____
**Contractor's Business Name*** (see instructions)**

_____
Signature of Chair, President, or Vice-President

Judith L. Stark
Manager Sales Operations
PharMEDium Services, LLC
_____
Name and Title

Date: 5/3/13

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

_____
Name and Title

Date: _____

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

File ID A 12-064 No. 37

# Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

## Board Order

**Agreement No.: A-10620**

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10620) with Pharmedium Services for Compounding Pharmaceutical Supplies and IV Solution Services at NMC, extending the Agreement to June 3, 2013 and adding $80,000 for a revised total Agreement amount not to exceed $440,000 in the aggregate.

PASSED AND ADOPTED on this 12th day of June 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 12, 2012.

Dated: June 25, 2012
File Number: A 12-064

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 6**
**FOR PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN Pharmedium Services AND**
**THE NATIVIDAD MEDICAL CENTER**
**FOR**
**Compounding Pharmaceutical Supplies and IV Solution Services**

The parties to Professional Services Agreement ("Agreement"), dated March 31, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pharmedium Services (Contractor), hereby agree to amend their Agreement (No. A-10620) on the following terms and conditions:

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

**WHEREAS**, the County and Contractor amended the Agreement previously on July 11, 2006 via Exhibit F Amendment, on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No.2 on July 1, 2009 via Amendment No. 3, on July 1, 2010 via Amendment No. 4 and on July 1, 2011 via Amendment No. 5.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-10620).

2. Section 3 of the Agreement, as previously amended in Amendment No. 5, is amended to read: "*The total amount payable by County to Contractor under Agreement No. (A-10620) shall not exceed the total sum of $440,000 for the full term of the Agreement.*"

3. Section 2 of the Agreement, as previously amended in Amendment No. 5, is amended to extend the term of the AGREEMENT through June 30, 2013.

4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4 and 5 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-10620).

6. The effective date of this Amendment is July 1, 2012.

**IN WITNESS WHEREOF,** the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

---

**CONTRACTOR**

*Signature 1* _____ Dated 3/29/12

*Printed Name* Judith L. Stark, Manager, Sales Operations, PharMEDium Services, LLC *Title* _____

*Signature 2* _____ Dated _____

*Printed Name* _____ *Title* _____

****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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

---

**NATIVIDAD MEDICAL CENTER**

*Signature* _____ Dated 6-12-12
Purchasing Manager

*Signature* Andrea Rosenberg for Harry Weis Dated 4-10-12
NMC – CEO

**Approved as to Legality and Legal Form:**

Charles J. McKee, County Counsel

By _____
Anne Brauer, Deputy
Attorneys for County and NMC

Dated: May 2, 2012

Reviewed as to fiscal provisions

_____
Auditor-Controller
County of Monterey 5-2-12

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Agreement No. A-10620**
Authorize the Purchasing Manager for Natividad )
Medical Center (NMC) to execute Amendment #5 to )
the Agreement with Pharmedium Services for )
Compounding Pharmaceutical Supplies and IV )
Solution Services at NMC in an amount not to exceed )
$360,000 in the aggregate and $60,000 for the period )
July 1, 2011 to June 30, 2012..... )

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

> Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement with Pharmedium Services for Compounding Pharmaceutical Supplies and IV Solution Services at NMC in an amount not to exceed $360,000 in the aggregate and $60,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 24th day of May, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on May 24, 2011.

Dated: May 24, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

*Original Agreement No or PO#.*( A-10620)

**RENEWAL AMENDMENT NO. 5**
**FOR PROFESSIONAL SERVICE AGREEMENT**
**BETWEEN Pharmedium Services LLC AND**
**THE NATIVIDAD MEDICAL CENTER**
**FOR**
**Compounding Pharmaceutical Supplies and IV Solution Services**

The parties to Professional Service Agreement, dated January 31, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pharmedium Services LLC (Contractor), hereby agree to renew their Agreement No. (A-10620) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10620).
2. This Renewal Amendment shall become effective on July 1, 2011 and shall continue in full force and extending the term date until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-10620) shall not exceed the total sum of $360,000 for the full term of the Agreement and $60,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10620).

**IN WITNESS WHEREOF,** the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

*Signature* _____ Dated 3/8/11

*Printed Name* Judith L. Stark *Title* Manager, Sales Operations PharMEDium Services, LLC

**NATIVIDAD MEDICAL CENTER**

*Signature* _____ Dated 6-28-11
Purchasing Manager

*Signature* _____ Dated 3/16/11
NMC – CEO

**Approved as to Legal Form:**
Charles J. McKee, County Counsel

By _____
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 3/28, 2011

Reviewed as to fiscal provisions
_____
Auditor-Controller
County of Monterey 3-29-11

**Before the Board of Supervisors in and for the County of Monterey, State of California**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11, not to exceed $2,470,675. )

Upon motion of Supervisor Parker, seconded by Supervisor Armenta, and carried by those members present, effective July 13, 2010, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11, not to exceed $2,470,675, with the following multiple vendors:

| Vendor Name | Service | Amendment # | Current Contract Term Dates | F/Y 11 AMOUNT |
|---|---|---|---|---|
| A&B Fire Extinguisher | Halon System, Fire Sprinkler & Extinguisher Maintenance | #4 | 7-1-06 thru 6-30-11 | $50,000 |
| Audac | Pillow Speakers, Nurse Call Cords and Clinical Alarms | #4 | 7-1-06 thru 6-30-11 | $14,000 |
| First Alarm Security | Fire/Burglar Alarm Access Control Systems | #1 | 11-1-09 thru 6-30-11 | $75,000 |
| Johnson Controls | Repair & Maintenance of Various Mechanical Systems & VFD's | #5 | 7-1-06 thru 6-30-11 | $82,000 |
| Medispec | Corpeal Shock Wave Litotripsy System | #1 | 8-1-08 thru 6-30-11 | $75,000 |
| Metro Republic Commercial Service | Bad Debt Collection | #2 | 8-1-07 thru 6-30-11 | $700,000 |
| Mission Linen | Linen Processing Services | #2 | 9-12-08 thru 6-30-11 | $450,000 |
| Morehead Associates | Employee Survey | #5 | 8-1-07 thru 6-30-11 | $30,000 |
| NMC Volunteer Auxiliary | Volunteer Management Services | #5 | 9-15-05 thru 6-30-11 | $80,675 |
| Credit Consulting Services | Bad Debt Collection | #2 | 8-1-07 thru 6-30-11 | $700,000 |
| Pharmedium Services | Compounding Pharmaceutical Supplies & IV Solution | #4 | 1-31-06 thru 6-30-11 | $60,000 |
| Professional Research Consultants | Patient Satisfaction Survey Services | #4 | 7-1-05 thru 6-30-11 | $24,000 |
| ThyssenKrupp | Elevator Repair & Maintenance | #5 | 7-1-06 thru 6-30-11 | $50,000 |
| Total Repair Express | Repair & Maintenance of Operating Room Equipment | #5 | 4/5/05 thru 6-30-11 | $80,000 |
| TOTAL | | | | $2,470,675 |

PASSED AND ADOPTED this 13th day of July, 2010, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on July 13, 2010.

Dated: July 13, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

*Original Agreement No or PO#.* (A-10620)

**RENEWAL AMENDMENT NO. 4**
**FOR PROFESSIONAL SERVICE AGREEMENT**
**BETWEEN Pharmedium Services LLC AND**
**THE NATIVIDAD MEDICAL CENTER**
**FOR**
**Compounding Pharmaceutical Supplies and IV Solution Services**

The parties to Professional Service Agreement, dated January 31, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pharmedium Services LLC (Contractor), hereby agree to renew their Agreement No. (A-10620) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10620).
2. This Renewal Amendment shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (A-10620) shall not exceed the total sum of $300,000 for the full term of the Agreement and $60,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10620).

**IN WITNESS WHEREOF,** the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

*Signature* _____ Dated 4/20/10

*Printed Name* Judith L. Stark
Manager, Sales Operations
PharMEDium Services, LLC

**NATIVIDAD MEDICAL CENTER**

*Signature* _____ Dated _____
Purchasing Manager

*Signature* _____ Dated 5/4/10
NMC – CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By _____
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions
_____
Auditor/Controller
County of Monterey 5-7-10

Dated: 5/6, 2010

*Original Agreement No or POH.* (A-10620)

**RENEWAL AMENDMENT NO. 3**
**FOR PROFESSIONAL SERVICE AGREEMENT**
**BETWEEN Pharmedium Services LLC AND**
**THE NATIVIDAD MEDICAL CENTER**
**FOR**
**Compounding Pharmaceutical Supplies and IV Solution SERVICES**

The parties to Professional Service Agreement, dated January 31, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pharmedium Services LLC (Contractor), hereby agree to renew their Agreement No. (A-10620) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10620).
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (A-10620) shall not exceed the total sum of $240,000 for the full term of the Agreement and $60,000 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10620).

**IN WITNESS WHEREOF,** the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

*Signature* _____ Dated MAR 3 0 2009

Judith L. Stark
Manager, Sales Operatio
PharMEDium Services, L

*Printed Name* _____ *Title* _____

**NATIVIDAD MEDICAL CENTER**

*Signature* _____ Dated 5/28/09
Purchasing Manager

*Signature* _____ Dated 4/17/09
NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By _____
William Litt, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey
4-17-09

Dated: 4/17, 2009

B960968277

04 17 09 01

PHARMEDIUM SERVICES LLC
TWO CONWAY PARK
150 NORTH FIELD DRIVE STE 350
LAKE FOREST IL60045-4847

NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS, CA 93906

NATIVIDAD MEDICAL CENTER
P O BOX 81611
SALINAS CA 93912-1611
ATTN: ACCOUNTS PAYABLE
831-755-4238

PHARM SER B

DESTINATION 06 30 09

NET 30 DAYS

01 091 960 7710 9380 E380 60,000.00

001 PER AMENDMENT NO. 2 TO AGREEMENT DATED 01/31/06 WITH
WITH PHARMEDIUM SERVICES, LLC, BOARD APPROVED ORDER A-10620, TO
PROVIDE COMPOUNDING PHARMACEUTIAL SUPPLIES AND IV SOLUTIONS FOR
NATIVIDAD MEDICAL CENTER. 60,000.00

ALL SERVICES SHALL PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS AND
EXHIBIT OF THE AGREEMENT.
TERM OF THE AGREEMENT 7/1/07 TO 6/30/09 UNLESS SOONER TERMINATED
PURSUANT TO THE TERM OF THE AGREEMENT.

THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED $60,000.00.

xxxxxxxxxxxxxAMENDMENT NO. 2xxxxxxxxxxxxx
AMENDMENT NO. 2 IS ISSUED TO EXTEND THE AGREEMENT TERM UNTIL 06/30/09
AND TO INCREASE THE TOTAL AGREEMENT AMOUNT NOT TO EXCEED $180,000.00,
AND NOT MORE THAN $60,000.00 SHALL BE EXPENDED DURING FY 08-09 FOR

APPROVED BY

MARTHA YASAVOLIAN, Director of Pharmacy

MAY 11 2009

Admin 1 a Rosenberg 5/15/09

Admin 2 [illegible] 5/15/09

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Agreement No: A – 11190**
Authorize the Purchasing Manager to execute the )
Contract Amendments with multiple vendors for )
various services at Natividad Medical Center. )

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those members present, effective June 10, 2008, the Board hereby:

Authorized the Purchasing Manager to execute the Contract Amendments with multiple vendors for various services at Natividad Medical Center.

PASSED AND ADOPTED this 10th day of June, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter
NOES: None
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on June 10, 2008.

Dated: June 12, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By R. Ramos
Deputy

*Original Agreement No.* (A-10620)

**RENEWAL AMENDMENT NO. _2 ____**
**FOR PROFESSIONAL SERVICE AGREEMENT**
**BETWEEN _Pharmedium Services LLC "__ AND**
**THE COUNTY OF MONTEREY**
**FOR**
**Compounding Pharmaceutical Supplies and IV Solution SERVICES**

The parties to Professional Service Agreement, dated January 31, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pharmedium Services LLC (Contractor), hereby agree to renew their Agreement No. (A-10620) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10620).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (A-10620) shall not exceed the total sum of $180,000 for the full term of the Agreement and $60,000 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10620).

**IN WITNESS WHEREOF,** the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

*Signature* _____ Dated MAY 08 2008

*Printed Name* Judith L. Stark *Title* Manager, Sales Operations PharMEDium Services, LLC

**COUNTY OF MONTEREY**

*Signature* _____ Dated 7-15-08
Purchasing Manager

*Signature* _____ Dated 5/19/08
NMC – CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By _____
William Litt, Deputy
Attorneys for County and NMC

Dated: 5/14, 2008

COUNTY OF MON
CONTRACTS/PUR
DIVISION

2007 JUN 28 PM 4

B960768277

04 10 07 01

PHARMEDIUM SERVICES LLC
TWO CONWAY PARK
150 NORTH FIELD DRIVE STE 350
LAKE FOREST IL60045-4847

NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS, CA 93906

NATIVIDAD MEDICAL CENTER
P O BOX 81611
SALINAS CA 93912-1611
ATTN: ACCOUNTS PAYABLE
831-755-4238

PHARM SER B

06 30 07

NET 30 DAYS

DESTINATION

01 091 960 7710 9380 E380 60,000.00

001

PER BOARD OF SUPERVISOR'S 8/29/06 APPROVAL OF AGREEMENT NO A-10620 WITH PHARMEDIUM SERVICES, LLC FOR PROVIDING COMPOUNDING PHARMACEUTIAL SUPPLIES AND IV SOLUTIONS FOR NATIVIDAD MEDICAL CENTER.

60,000.00

ALL SERVICES SHALL PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS AND EXHIBIT OF THE AGREEMENT.

TERM OF THE AGREEMENT 7/1/06 TO 6/30/07 UNLESS SOONER TERMINATED PURSUANT TO THE TERM OF THE AGREEMENT.

THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED $60,000.00.

ENTERED

JUL 0 2 2007

60,000.00

Michael LeBaul 5/4/07
Andrea Rosenberg 5/17/07
Barbara Messer 5/30/07

*(Original Agreement No. A-10620)*

**RENEWAL AMENDMENT NO. 1**
**FOR PROFESSIONAL SERVICE AGREEMENT**
**BETWEEN PHARMEDIUM SERVICES LLC AND**
**THE COUNTY OF MONTEREY**
**FOR**
**COMPOUNDING PHARMACEUTICAL SUPPLIES AND IV SOLUTION SERVICES**

The parties to Professional Service Agreement, dated January 31, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pharmedium Services LLC (Contractor), hereby agree to renew their Agreement No. (A-10620) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10620)
2. This Renewal Amendment shall become effective on July 1, 2007 and shall continue in full force and extend the term date until June 30, 2008.
4. The total amount payable by County to Contractor under Agreement No. (A-10620) shall not exceed the total sum of $120,000 for the full term of the Agreement; and $60,000 for fiscal year 2007-2008.
5. All other terms and conditions of the Agreement shall continue in full force and effect.
6. A copy of this Amendment shall be attached to the original Agreement No. (A-10620)

**IN WITNESS WHEREOF,** the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

*Signature* Judith L Stark — Dated MAR 13 2007

*Printed Name* Judith L. Stark — *Title* Manager, Sales Operations PharMEDium Services, LLC

**COUNTY OF MONTEREY**

*Signature* _____ Dated 7-17-07
Purchasing Manager

*Signature* _____ Dated 6/5/07
NMC – CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel
By W. Allen Bidwell
W. Allen Bidwell, Deputy
Attorneys for County and NMC

Dated: 06-04-, 2007

B960868277

04 07 08 01

PHARMEDIUM SERVICES LLC
TWO CONWAY PARK
150 NORTH FIELD DRIVE STE 350
LAKE FOREST IL60045-4847

NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS, CA 93906

NATIVIDAD MEDICAL CENTER
P O BOX 81611
SALINAS CA 93912-1611
ATTN: ACCOUNTS PAYABLE
831-755-4238

PHARM SER | B

DESTINATION 06 30 08 NET 30 DAYS

01 091 960 7710 9380 E380 60,000.00

001 PER BOARD OF SUPERVISOR'S 6/26/07 APPROVAL OF AMENDMENT NO. 1 TO A-10620 WITH PHARMEDIUM SERVICES, LLC FOR PROVIDING COMPOUNDING PHARMACEUTIAL SUPPLIES AND IV SOLUTIONS FOR NATIVIDAD MEDICAL CENTER. 60,000.00
ALL SERVICES SHALL PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS AND EXHIBIT OF THE AGREEMENT.

TERM OF THE AGREEMENT 7/1/07 TO 6/30/08 UNLESS SOONER TERMINATED PURSUANT TO THE TERM OF THE AGREEMENT.

THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED $60,000.00.

*xxx AMENDMENT NO. 1 IS ISSUED TO EXTEND THE TERM TO 6/30/08 AND INCREASE THE TOTAL AMOUNT NOT TO EXCEED $120,000.00. xxxx

**APPROVED BY**

X Manager MARTHA YASAVOLIAN, Director of Pharmacy 60,000.00

MAY 09 2008

X Administrator CFO MAY 23 2008

X Administrator MAY 23 2008

PharMEDium

**PHARMEDIUM SERVICES, LLC**

# *EXHIBIT F AMENDMENT*

| | |
|---|---|
| NATIVIDAD MED.CTR<br>1441 CONSTITUTION BLVD<br>SALINAS, CA 93906<br>Customer #: 516657<br>Attention: John Nygard | PharMEDium Services, LLC.<br>Two Conway Park<br>150 North Field Drive<br>Suite 350<br>Lake Forest, IL 60045-4847 |
| Herein referred to as Customer | Herein referred to as PharMEDium |

This amendment dated July 11, 2006, is between PharMEDium and Customer who is a member of PACT.

Customer and PharMEDium entered into a PACT/PharMEDium Services, LLC, Agreement (the "Agreement") that will expire on March 31, 2006. Customer and PharMEDium agree to amend the Agreement as follows:

1. Paragraph 1 is amended to provide that the Agreement will now expire June 30, 2007.

2. The last section of Paragraph 6 in Exhibit F, is deleted and replaced with the following:

   Customer shall be responsible for determining whether any compounded solution provided under this PharMEDium Services Agreement is clinically correct, appropriate or accurate for prescribing to any particular patient and for any particular disease or condition, and for determining and recording the individual patients that receive the medications. PharMEDium Services, LLC shall be responsible for the accuracy of any compounded solution provided under this Agreement.

3. Paragraph 1 under GENERAL PROVISIONS in Exhibit F, is deleted and replaced with the following:

   This PharMEDium Services Agreement is assignable only with the written consent of both parties, except that PharMEDium may assign its rights and obligations hereunder, in whole or in part, only with prior county approval, which shall not be unreasonably withheld (i) to any of PharMEDium's subsidiaries, affiliates, or other related parties, and (ii) to a customer of all or substantially of PharMEDium's business or assets.

4. All other terms and conditions of the Agreement will remain in full force and effect.

5. This amendment shall become effective no later than five (5) business days from the date on which PharMEDium Services, LLC, countersigns this amendment.

PharMEDium

Authorized representatives of the parties have executed this Agreement.

| NATIVIDAD MEDICAL CENTER | PHARMEDIUM SERVICES, LLC |
|---|---|
| BY: _____ | BY: _____ |
| NAME: _____ | NAME: Judith L. Stark |
| TITLE: _____ | TITLE: Manager, Sales Operations PharMEDium Services, LLC |
| DATE: _____ | DATE: JUL 25 2006 |

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: _____
Purchasing Manager

Date: 9-6-06

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: W. Alex Bidwell
Deputy County Counsel

Date: 07-27-2006

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management[1]

Date: _____

**CONTRACTOR**

On Previous Page
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

_____
Name and Title

Date: _____

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

_____
Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

*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. 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. 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.

[1]Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

# AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND PHARMEDIUM SERVICES, LLC

NATIVIDAD MED CTR
1441 CONSTITUTION BLVD
SALINAS, CA 93906
Customer #: 516657
Attention: John Nygard

Herein referred to as "Customer"

PharMEDium Services, LLC
Two Conway Park
150 North Field Drive
Suite 350
Lake Forest, IL 60045-4847

Herein referred to as "PharMEDium"

1. This Amendment dated July 11, 2006, is between PharMEDium and Customer who is a member of PACT. Customer and PharMEDium entered into a PACT/PharMEDium Services, LLC, Agreement ("Agreement") that expired on March 31, 2006. Customer and PharMEDium agree to amend their Agreement as follows:

   1. Paragraph 1 of the Agreement is hereby amended to provide that the Agreement will now expire June 30, 2007.

   2. The last section of Paragraph 6 in Exhibit "F" of the Agreement, is hereby deleted and replaced with the following:

      "Customer shall be responsible for determining whether any compounded solution provided under this PharMEDium Services Agreement is clinically correct, appropriate or accurate for prescribing to any particular patient and for any particular disease or condition, and for determining and recording the individual patients that receive the medications. PharMEDium Services, LLC shall be responsible for the accuracy of any compounded solution provided under this Agreement."

   3. Paragraph 1 under GENERAL PROVISIONS in Exhibit F, is deleted and replaced with the following:

      "This PharMEDium Services Agreement is assignable only with the written consent of both parties; except that PharMEDium may assign its rights and obligations hereunder, in whole or in part, only with prior county approval, which shall not be unreasonably withheld (i) to any of PharMEDium's subsidiaries, affiliates, or other related parties, and (ii) to a customer of all or substantially all of PharMEDium's business or assets."

   4. All other terms and conditions of the Agreement will remain in full force and effect.

   5. This Amendment shall become effective no later than five (5) business days from the date on which PharMEDium Services, LLC, countersigns this Amendment.

Authorized representatives of the parties have executed this Agreement.

| NATIVIDAD MEDICAL CENTER | PHARMEDIUM SERVICES, LLC. |
|---|---|
| BY: _____ | BY: _____ |
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |
| DATE: _____ | DATE: _____ |

APPROVED AS TO FORM
W. ALLEN BIDWELL 07-25-2006
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

# Exhibit C

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

Contractor

Judith L. Stark
Manager, Sales Operations
PharMEDium Services, LLC

Title

MAR 1 8 2007

Date

PACT EXHIBIT F

# PHARMEDIUM SERVICES, LLC.
# COMPASS™ SERVICES AGREEMENT

Hereinafter referred to as "Customer"

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Customer #: TBD
Attention: Terry Kunyszt
Title: Director of Pharmacy
Phone: 831-755-4313
Email: kunyszt@co.montery.ca.us

Hereinafter referred to as "PharMEDium"

PharMEDium Services, LLC.
Two Conway Park
150 North Field Drive
Suite 350
Lake Forest, IL 60045-4847

INTRODUCTION

This COMPASS™ Services Agreement describes the terms and conditions under which PharMEDium will provide Customer with pharmacy compounding services throughout the Term (as defined below). Any of the following Exhibits and Schedules which are marked below and are attached hereto (and such updated versions of such Schedules as PharMEDium may deliver to Customer from time to time to reflect additional services) shall be deemed to be incorporated herein by this reference:

- ☒ Exhibit A — Ordering Requirements
- ☒ Exhibit B — Contract Facility List
- ☒ Schedule A — Standard Compounded Services
- ☒ Schedule A1 — Pain Management (Narcotics) Compounded Services
- ☐ Schedule A2 — Deltec Cassette Compounded Services
- ☐ Schedule A3 — Custom Solutions Compounded Services

TERM

The initial term of this COMPASS™ Agreement (the "Initial Term") shall commence five (5) business days from the date on which PharMEDium signs this COMPASS™ Agreement ("Commencement Date") and shall expire on March 31, 2008. The "Anniversary Date" of this COMPASS™ Agreement shall be April 1st and the "Anniversary Year" will be the twelve month period following the Anniversary Date.

After the Initial Term, this COMPASS™ Agreement shall automatically renew on each Anniversary Date for an additional one (1) year period unless either party shall have delivered to the other a written notice of nonrenewal at least six (6) months prior to the Anniversary Date.

Notwithstanding the above, PharMEDium will provide Customer a sixty (60) day evaluation period commencing on the Commencement Date (the "Trial Period"). At the end of the Trial Period, this COMPASS™ Agreement will continue in full force and effect

unless the Customer notifies PharMEDium in writing of its intent to cancel before the expiration of the Trial Period. All provisions of this COMPASS™ Agreement shall govern the obligations of the parties for the Trial Period.

PRICING

The initial prices for services purchased by Customer from PharMEDium hereunder are those specified on Schedule A, A1, and A-2 attached hereto, as the case may be. Such prices shall become effective on the Commencement Date and shall remain in effect until March 31, 2005. On each Anniversary Date, prices hereunder shall be increased by a percentage equal to the unadjusted percentage increase in the Consumer Price Index for Medical Care ("CPI-M") for the twelve (12) month period ended four (4) months prior to such date, as published by the U.S. Department of Labor, Bureau of Labor Statistics, but each such increase shall be at least 1% and not more than 5%, in addition to any price increases pursuant to the following sentence or Section 3 below. If market conditions change and/or the suppliers of pharmaceuticals, solutions, or raw materials used for compounding increase prices to PharMEDium for those items, PharMEDium shall have the right to adjust prices for its services hereunder as necessary, effective 30 days following delivery to Customer of written notice thereof.

REQUIREMENTS

By signing this Contract, Purchaser agrees to provide estimated annual units for inventory purposes only.

PAYMENT TERMS

Customer shall make all payments due under this COMPASS™ Services Agreement payable to "PharMEDium Services, LLC". All purchases shall be made in accordance with the payment terms and other terms on the invoices, including without limitation current returned goods policies and minimum order quantities in effect on the date of the shipment. ~~Customer shall pay, in addition to all other amounts due, a service charge of 1.5/2% per month (or the highest amount allowed by law, if lower) on all amounts past due.~~ In the event Customer is delinquent in payment of any amounts owed to PharMEDium, all amounts owed under this COMPASS™ Services Agreement will become immediately due and payable.

PHARMEDIUM PERFORMANCE: OPERATIONS

Center Operation: PharMEDium will operate the facility ("Center"), which will provide the services to Customer. The Center will be operated consistent with applicable Federal and State license requirements and regulations established for such service. The Center will operate in accordance with applicable Good Manufacturing Practices, Drug Enforcement Agency requirements (where applicable), and PharMEDium's standard operating procedures.

Stability: PharMEDium will provide the most current and extended stability which is commercially reasonable for services, consistent with requirements of the US Food and Drug Administration ("FDA").

Service Returns: Under Federal and State laws and PharMEDium's standard operating procedures, PharMEDium cannot accept from Customer the return of any service. If there is a question regarding the quality of an admixture, the admixture may be shipped to PharMEDium for evaluation purposes only. For any admixture preparation which

evaluation reveals was prepared in error by PharMEDium, PharMEDium will provide Customer a full credit for the service.

CUSTOMER RESPONSIBILITIES

This COMPASS™ Services Agreement applies only to services listed on a Schedule A, A1, and/or A2 which has been incorporated into this COMPASS™ Services Agreement, and only to services bought by Customer for its own use and only for use in facilities in the United States. Neither Customer, itself, nor through any affiliate or agent, shall export or otherwise transfer outside the United States any admixtures acquired under this COMPASS™ Services Agreement.

Customer represents that it and each of its locations, have all required local, state, and federal licenses applicable to the receipt of sale and distribution of the services and will forward copies of such licenses to PharMEDium.

Customer shall be responsible for determining whether any compounded solution provided under this COMPASS™ Services Agreement is clinically correct, appropriate or accurate for prescribing to any particular patient and for any particular disease or condition.

CUSTOMER FACILITIES

Customer represents that the facilities identified on the Contract Facility List attached hereto as Exhibit B, or if none is attached then Customer's location noted above, is a true and complete statement of all facilities in the United States owned, directly or indirectly, or effectively managed by Customer as of the Commencement Date of this COMPASS™ Services Agreement and in which Customer uses services. Customer will promptly notify PharMEDium of all changes to such Contract Facility List in order to maintain the accuracy of this representation during the Term. Additional facilities in the United States may be added only upon written request by the Customer and only upon written agreement by PharMEDium's home office. The effective date of pricing for new facilities will be the date set by PharMEDium. These facilities are only eligible for the pricing and terms of this COMPASS™ Services Agreement while they are owned or effectively managed by Customer.

TERMINATION

This Agreement may be terminated with or without cause by either part by providing the non-terminating party with sixty (60) days prior written notice, and such termination shall be without penalty to either party.

DISCLOSURES

The dollar value of the services not paid for by the Customer and received by the Customer from PharMEDium under this COMPASS™ Services Agreement are payments which are subject to the disclosure requirements as "discounts or other reductions in price" under the provisions of Section 1128b(B)(3)(A) of the Social Security Act, 42 U.S.C. 1320a-7b(B)(3)(A). Customer shall disclose the discounts, reductions in price or value of services under any state or federal program which provides cost or charge based reimbursement to the Customer for the services provided under this COMPASS™ Services Agreement.

## FORCE MAJEURE

Neither party shall be liable for non-performance or delays caused by causes beyond that party's reasonable control, which shall include, without limitation, supply shortage of materials, manufacturing or labor problems, acts of regulatory agencies including FDA approval of products, therapies, services or other matters affecting the delivery of services under this COMPASS™ Agreement, discontinuation of a service, or acts of God. Customer agrees that in such events, PharMEDium without liability may allocate its services among all PharMEDium's customers. Should such a force majeure event result in a delay in performance or nonperformance in whole or in part which extends for at least ninety (90) days, either party may terminate this COMPASS™ Services Agreement upon ninety (90) days notice.

## INDEMNIFICATION BY PHARMEDIUM

PharMEDium shall defend, indemnify, protect and hold Customer and its affiliates, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all losses, damages, fines, costs and expenses (including reasonable attorney's fees and litigation costs), which Customer is required to pay to third party for personal injuries, death and/or property damage resulting directly from (i) any negligent, reckless, or willful misconduct of PharMEDium under this COMPASS™ Services Agreement; (ii) failure of the admixtures to be prepared by PharMEDium in accordance with applicable federal and state law; (iii) failure of PharMEDium to comply with the terms of this COMPASS™ Services Agreement; (iv) storage, handling and delivery of admixtures while in PharMEDium's control, except to the extent resulting from the negligent, reckless or willful misconduct of Customer or Customer's failure to comply with the terms of this COMPASS™ Services Agreement.

## INDEMNIFICATION BY CUSTOMER

Customer shall defend, indemnify, protect and hold PharMEDium and its affiliates, members, managers, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all losses, damages, fines, costs and expenses (including reasonable attorney's fees and litigation costs), which PharMEDium is required to pay to third parties for personal injuries, death and/or property damage resulting directly from (i) any negligent, reckless, or willful misconduct of Customer under this COMPASS™ Services Agreement; (ii) any claims arising from Customer's responsibilities as described in section 6 of this COMPASS™ Services Agreement; (iii) PharMEDium's compliance with instructions set forth in orders submitted to PharMEDium by Customer; (iv) failure of Customer to comply with the terms of this COMPASS™ Services Agreement; (v) storage, handling and delivery of admixtures while in Customer's control, except to the extent resulting from the negligent, reckless or willful misconduct of PharMEDium; failure of admixtures to meet the specifications that are PharMEDium's responsibility, or PharMEDium's failure to comply with the terms of this COMPASS™ Services Agreement.

## GENERAL PROVISIONS

This COMPASS™ Services Agreement is assignable only with the written consent of both parties, except that PharMEDium may assign its rights and obligations hereunder, in whole or in part, without Customer's approval (i) to any of PharMEDium's subsidiaries, affiliates, or other related parties, and (ii) to a Customer of all or substantially all of PharMEDium's business or assets.

No conflicting or additional terms contained in any purchase order or other document submitted by Customer shall be valid unless signed by PharMEDium at its home office. A waiver of any of the provisions of this COMPASS™ Services Agreement shall not constitute a waiver of any other provision nor shall it constitute a continuing waiver.

This COMPASS™ Services Agreement is deemed to have been executed in and shall be governed by and construed according to the internal laws of the State of ~~Illinois~~ California. Each party agrees to submit to the jurisdiction of the Courts of ~~Illinois~~ California for purposes of resolving any dispute. If particular portions of this COMPASS™ Services Agreement are ruled unenforceable, such portions shall be deleted and all other terms and conditions of this COMPASS™ Services Agreement shall remain in full force and effect.

If PharMEDium and Customer are parties to any other agreements or understandings covering the same services covered by this COMPASS™ Services Agreement, then, with regard to such services, this COMPASS™ Services Agreement shall supersede such other agreements or understandings.

This Agreement and its Schedules contain CONFIDENTIAL information. As the receiver of this information, you acknowledge you are a valid recipient and agree to safeguard this information with the appropriate level of control to ensure its integrity, security and confidentiality. This information shall not be duplicated or distributed to any unauthorized persons.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this COMPASS™ Services Agreement on the date below.

| CUSTOMER | PHARMEDIUM |
|---|---|
| NATIVIDAD MEDICAL CENTER | PHARMEDIUM SERVICES, LLC. |
| BY: | BY: |
| NAME: Lidia Chavolete | NAME: JUDITH L STARK |
| TITLE: CEO | TITLE: MANAGER CONTRACTS & PRICING |
| DATE: 11/21/05 | DATE: NOV 22 2005 |

APPROVED AS TO FORM
W. ALLEN BIDWELL
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY
NOV 15 2005

*EXHIBIT A*

**The following ordering requirements apply for Pain Management (Narcotics) Compounded Services and Deltec Cassette Compounded Services Only:**

A copy of the pharmacy DEA registration is required. No service or cassette will be shipped to the Customer unless a valid DEA registration is on file. Please attach a copy of registration to signed COMPASS™ Services Agreement.

For narcotics purchases, please follow separate instructions for ordering from the facility. No returns are permitted.

**The following ordering requirements apply for all COMPASS™ Services except Pain Management (Narcotics) Services and Deltec Cassette Compounded Services:**

Orders must be faxed to the Houston, TX facility (713-741-0195) by 11:00 A.M. local time with the attached order form.

No returns are permitted.

# EXHIBIT B

Contract Facility List and Statement

Name, Address and Customer # of Each Facility Owned or Controlled by Customer:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Customer #: TBD

**Statement**

Customer agrees that the services purchased under the COMPASS™ Services Agreement between Customer and PharMEDium are for use exclusively in connection with patients being treated at or from the above facilities. Customer hereby states that it owns a controlling interest in all facilities listed above.

CUSTOMER:

NATIVIDAD MEDICAL CENTER

Signature: _____

Printed Name: Louis Chiaravalle

Title: CEO

Date: 11/26/05