



Monterey County

Board Order

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

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

**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: [Signature]
Sid Cato, NMC Contracts Manager

Date: 7-19-13

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 5/17/13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brauer
Monterey County, Deputy County Counsel

Date: May 24, 2013

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
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

Date: 5/3/13

By: [Signature]
(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)



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.6066

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 Petter
NOES: None
ABSENT: None

I, Gail T. Berkowski, 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. Berkowski, 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.

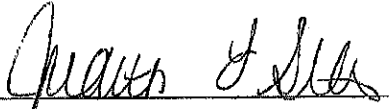
WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

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.


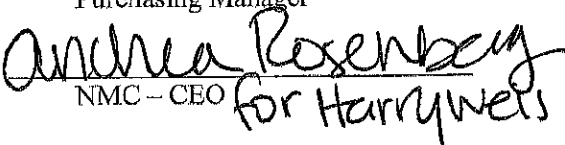
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

CONTRACTOR

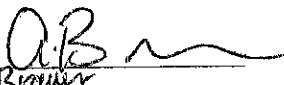
Signature 1  Dated 3/29/12
Printed Name Judith L. Stark Title _____
Manager, Sales Operations
PharMEDium Services, LLC
Signature 2 _____ Dated _____
Printed Name _____ Title _____

***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.

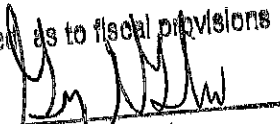
NATIVIDAD MEDICAL CENTER

Signature  Dated 6-13-12
Purchasing Manager
Signature  Dated 4-10-12
NMC - CEO
for Harry Wiers

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

By 
Anne Brewer, 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

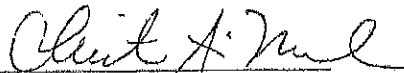
NOES: None

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

**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).

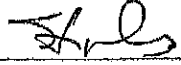
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature  Dated 3/8/11
 Printed Name Judith L. Stark
Manager, Sales Operations
PharmEDIUM Services, LLC

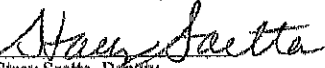
NATIVIDAD MEDICAL CENTER

Signature  Dated 6-28-11
Purchasing Manager


Signature  Dated 5/16/11
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	FY 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 Auxillary	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

**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 *Justin L. Stark* Dated 4/30/10
 Printed Name Justin L. Stark
Manager, Sales Operations
PharmEDIUM Services, LLC

NATIVIDAD MEDICAL CENTER

Signature *[Signature]* Dated _____
Purchasing Manager

Signature *[Signature]* Dated 5/6/10
NMC - CEO

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

By *[Signature]*
 Stacy Saette, Deputy
 Attorneys for County and NMC

Reviewed as to fiscal provisions
[Signature] Dated: 5/6, 2010
Auditor/Controller
County of Monterey 5-10

Original Agreement No or PO# (A-10620)

**RENEWAL AMENDMENT NO. 3
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Pharmedium Services LLC AND
THE NATIVIDAD MEDICAL CENTER
FOR**

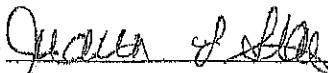
Compounding Pharmaceutical Supplies and IV Solution SERVICES

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

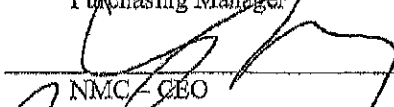
Signature 
 Printed Name _____

MAR 30 2009 Judith L. Stark
 Dated _____ Manager, Sales Operations
 PharmEDIUM Services, L
 Title _____

NATIVIDAD MEDICAL CENTER

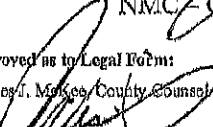
Signature 
 Purchasing Manager


Dated 5/28/09

Signature 
 NMC - CEO

Dated 9/17/09

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

By 
 William Litt, Deputy
 Attorneys for County and NMC

Reviewed as to fiscal provisions
 Dated: 4/17, 2009
 Auditor-Controller
 County of Monterey
 447-04

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

B960968277

04 17 09 01
NATIVIDAD MEDICAL CENTER
P O BOX 81611
SALINAS CA 93912-1611
ATTN: ACCOUNTS PAYABLE
831-755-4238

PHARM SER B

06 30 09

DESTINATION

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 PHARMACEUTICAL 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.

*****AMENDMENT NO. 2*****
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 Blake 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 P. F. [Signature]
Deputy

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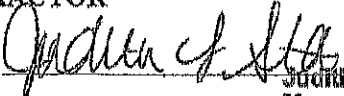
RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Pharmedium Services LLC AND
THE COUNTY OF MONTEREY
FOR
Compounding Pharmaceutical Supplies and IV Solution SERVICES

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
Manager, Sales Operations
Pharmedium Services, LLC Title

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  Dated: 5/14 2008
 William Litt, Deputy
 Attorneys for County and NMC

COUNTY OF MONTECALM
 CONTRACTS/PURCHASE ORDER
 DIVISION

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

2007 JUN 28 PM 4:33

NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS, CA 93906

8960768277

04 10 07 01

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

NET 30 DAYS

DESTINATION 06 30 07

60,000.00

01 091 960 7710 9380 E380

PHARM SER B

001

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

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.

60,000.00



ENTERED

JUL 02 2007

60,000.00

Melinda DeBul 5/14/07
Andrea Rosenbery 5/17/07
Carbra 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:

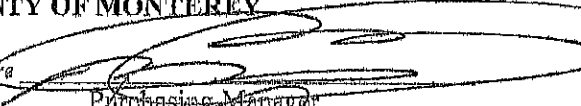
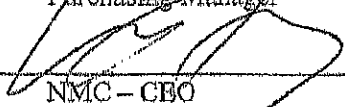
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10620)
2. This Renewal Amendment shall become effective on July 1, 2007 and shall continue in full force and extend the term date until June 30, 2008.
4. The total amount payable by County 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  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

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

NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS, CA 93906

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

PHARM SER B

NET 30 DAYS

06 30 08

DESTINATION

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E380

60,000.00

001

60,000.00


PER BOARD OF SUPERVISOR'S 6/26/07 APPROVAL OF AMENDMENT NO. 1 TO A-10620 WITH PHARMEDIUM SERVICES, LLC FOR PROVIDING COMPOUNDING PHARMACEUTICAL SUPPLIES AND IV SOLUTIONS FOR NATIVIDAD MEDICAL CENTER.
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.

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

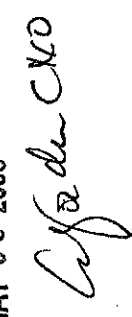
APPROVED BY


MARTHA YASAVOLIAN, Director of Pharmacy

X Manager

60,000.00

MAY 09 2008

X Administrator  MAY 23 2008

X Administrator  MAY 23 2008



PHARMEDIUM SERVICES, LLC
EXHIBIT F AMENDMENT

NATIVIDAD MED.CTR
1441 CONSTITUTION BLVD
SALINAS, CA 98806
Customer #: 516657
Attention: John Nygard

PharMEDium Services, LLC
Two Conway Park
150 North Field Drive
Suite 350
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

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHARMEDIUM SERVICES, LLC

BY:  _____

NAME: Judith L. Stark

TITLE: Manager, Sales Operations
PharMEDium Services, LLC

DATE: JUL 25 2008

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

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
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. Allen Bidwz II
Deputy County Counsel

Date: 07-27-2006

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management¹

Date: _____

On Previous Page

Contractor's Business Name*

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

Date: _____
Name and Title

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

Date: _____
Name and Title

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.

¹Approval 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 #: 616657
Attention: John Nygård

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

Herein referred to as "Customer"

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

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHARMEDIUM SERVICES, LLC

BY: _____

NAME: _____

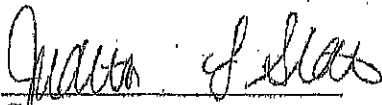
TITLE: _____

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 18 2007

Date



PACT EXHIBIT F

**PHARMEDIUM SERVICES, LLC,
COMPASS™ SERVICES AGREEMENT**

Hereinafter referred to as "Customer"
"PharMEDium"

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

Hereinafter referred to as

PharMEDium Services, LLC.
Two Conway Park
160 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:

- | | | |
|-------------------------------------|-------------|---|
| <input checked="" type="checkbox"/> | Exhibit A | Ordering Requirements |
| <input checked="" type="checkbox"/> | Exhibit B | Contract Facility List |
| <input checked="" type="checkbox"/> | Schedule A | Standard Compounded Services |
| <input checked="" type="checkbox"/> | Schedule A1 | Pain Management (Narcotics) Compounded Services |
| <input type="checkbox"/> | Schedule A2 | Deltac Cassette Compounded Services |
| <input type="checkbox"/> | 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, 2006. 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 1.2% 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 Operator: 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 services. 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 PharmMEDium, PharmMEDium 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 PharmMEDium.

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 PharmMEDium 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 PharmMEDium's home office. The effective date of pricing for new facilities will be the date set by PharmMEDium. 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 party 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 PharmMEDium 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.



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 ^{California} Illinois. Each party agrees to submit to the jurisdiction of the Courts of ^{California} Illinois 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
 NATIVIDAD MEDICAL CENTER
 BY: [Signature]
 NAME: LIDIA CARRASCO
 TITLE: CEO
 DATE: 11/21/05

PHARMEDIUM
 PHARMEDIUM SERVICES, LLC.
 BY: [Signature]
 NAME: WILLIAM L STARBUCK
 TITLE: MANAGER CONTRACTS & PRICING
 DATE: NOV 22 2005

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



EXHIBIT A

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

Orders must be faxed to the Houston, TX facility (713-741-0186) 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: _____

Title: _____

Date: _____