

**AMENDMENT NO. 1
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN Ameridose LLC AND
THE NATIVIDAD MEDICAL CENTER
FOR
Sterile Admixing Services**

The parties to Professional Services Agreement ("Agreement"), dated July 1, 2011 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Ameridose LLC (Contractor), hereby agree to amend their Agreement (No. BSC1626) on the following terms and conditions:

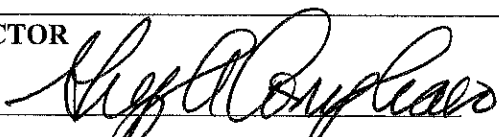
WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. BSC1626).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$72,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (BSC1626) shall not exceed the total sum of \$144,000 for the full term of the Agreement.*"
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2011 to June 30, 2012 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2011 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
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 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 shall be attached to the original Agreement (No. BSC1626).
6. The effective date of this Amendment is June 30, 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 3-23-12

Printed Name Gregory A. Conigliaro

Title EVP & General Manager

Signature 2 

Dated 3-26-2012

Printed Name Barry J. Cadden

Title Manager

****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 _____
Purchasing Manager

Dated _____

Signature 
NMC - CEO

Dated 4/3/12

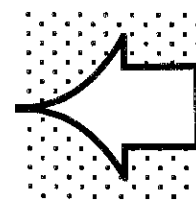
Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By _____

Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: _____, 2012



Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

(NOT TO EXCEED \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Ameridose LLC

hereinafter "CONTRACTOR").

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

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Sterile Admixing Services

1. PAYMENTS BY NMC. NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$72,000

2. TERM OF AGREEMENT. The term of this Agreement is from Jul 1, 2011 to Jun 30, 2012 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. PERFORMANCE STANDARDS.

4.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

4.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

4.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

6. TERMINATION.

6.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

8. INSURANCE.

8.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

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

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

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

Exemption/Modification (Justification attached; subject to approval).

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

Exemption/Modification (Justification attached; subject to approval).

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

Exemption/Modification (Justification attached; subject to approval).

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

Exemption/Modification (Justification attached; subject to approval).

8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

9. RECORDS AND CONFIDENTIALITY.

9.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such

confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

- 9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 9.3. Maintenance of Records . CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 9.4. Access to and Audit of Records . NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
10. **NON-DISCRIMINATION**. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
11. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
12. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled

by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER:	FOR CONTRACTOR:
Contracts/Purchasing Manager	
Name	Gregory A. Conigliano, EUP Name and Title
1441 Constitution Blvd. Salinas, CA. 93906	Amenidose, LLC
Address	205 Flanders Rd
831.755.4111	Westborough, MA 01581
Phone	508 656 2633 Phone

14. MISCELLANEOUS PROVISIONS.

- 14.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law . The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
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- 14.14. Counterparts . This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. Interpretation of Conflicting Provisions . In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: *[Signature]*
NMC Contracts/Purchasing Agent

Date: 7-14-11

By: *[Signature]*
Department Head (if applicable)

Date: 6/22/11

Approved as to Legal Form

By: *[Signature]*
Stacy Saetta
Deputy County Counsel

Date: 7/7/11

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 7-8-11

CONTRACTOR

Amendose, LLC
Contractor's Business Name***

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

Gregory A Conigliaro, EVP
Name and Title

Date: 6-9-11

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

Gregory A Conigliaro, Sec
Name and Title

Date: 6-9-11

***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.

**STERILE ADMIXING
SERVICES Exhibit A**

This Sterile Admixing Services Agreement (the "Agreement"), is made and entered into this 1st day of July 2011 (the "Effective Date"), by and between Ameridose, LLC, a Massachusetts limited liability company, with a principal place of business located at 50 Fountain Street, Framingham, Massachusetts 01702 (the "Company") and Natividad Medical Center (the "Customer") with a principal place of business located at 1441 Constitution Blvd, Salinas, CA.

Company and Customer hereby agree as follows:

1. Products and Pricing for Sterile Admixing. During the Term hereof, the Company shall provide Customer with all of its requirements for the products described on Exhibit "A", attached hereto and incorporated as a part hereof (the "Products"), and shall pay Company for such Products pursuant to the fee schedule described on said Exhibit "A". Prices on Exhibit "A" shall remain firm for a period of one (1) year from and after the Effective Date, at which time, and every subsequent year afterwards, prices shall be increased by a percentage equal to the unadjusted percentage increase in the Consumer Price Index for Medical Care ("CPI Medical") for the twelve (12) month period ending two (2) months prior to such date. In addition to any price increase allowed above, if market conditions change and/or the suppliers of pharmaceuticals, solutions, or raw materials used for compounding increases prices to Company for those items, Company shall have the right to adjust prices on Exhibit "A" effective thirty (30) days following written notice of such price increase to Customer.
2. Exhibit "B". Customer's facilities that are allowed to purchase under this Agreement are listed in Exhibit "B" attached hereto and incorporated as apart hereof (individually and collectively the "Customer Facilities"). Customer, Customer Facilities, and their respective agents and employees shall be responsible for determining whether any Products provided under this Agreement, are clinically correct, appropriate or accurate for prescribing to any particular patient and for any particular disease illness or condition and for determining and recording the individual patients that receive such Products.
3. Payment Terms. Payment terms per the Monterey County Professional Services Agreement (PSA). If Customer fails to pay an invoice within such period, Company may place a hold on Customer's account and no further orders will be accepted from Customer or shipped to Customer until payment in full is received.
4. Term of Agreement. This Agreement and the pricing stated on Exhibit "A", shall begin on the date hereof and shall continue for one (1) year (the "Term").
5. Returns / Refunds. Any returns or refunds for Products are subject to Company's then existing return policy.
6. Nondisclosure. Unless mutually agreed to in writing by the Parties, during the Term of this Agreement, Customer and Company hereby mutually covenant and agree (i) to keep the terms of this Agreement, including the pricing contained in Exhibit A (collectively, the

“Confidential Information”), strictly confidential, and (ii) not to disclose the Confidential Information to any third party except when required by law. Notwithstanding the foregoing, Customer may disclose the Confidential Information to the Customer Facilities in connection with the administration of this Agreement. In addition, the foregoing confidentiality obligation shall not apply to information that is required to be disclosed by law, provided, however, that the receiving Party so required to disclose shall first notify the disclosing Party to enable it to seek relief from such requirement, and render reasonable assistance requested by the disclosing Party in connection therewith.

7. Insurance. Insurance provisions per the Monterey County PSA.

8. Notices. Any notice required under this agreement shall be delivered in hand to the other, or mailed via certified mail, return receipt requested, at the address set forth herein, or such other address as designated in writing by said party.

9. Waiver. Any waiver by the Company of any breach by Customer of any term or condition contained herein shall not in any way affect, limit or waive the Company's right thereafter to enforce and compel strict compliance with every term and condition hereof.

10. Entire Agreement. This Agreement and the Monterey County Professional Services Agreement constitutes the entire Agreement between the parties and may be modified only by a writing signed by the parties.

11. Governing Law. The laws of the State of California shall apply and bind the parties in any and all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained and without regard to any conflict of laws principals.

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of law, any such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

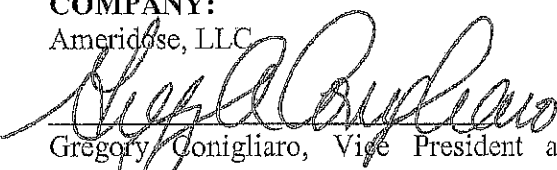
14. Counterparts. This Agreement may be executed in any number of counterparts (including facsimiles), each of which will be deemed an original, but all of which will be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first set forth above.

COMPANY:

Ameridose, LLC

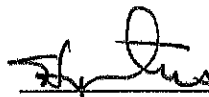
By:


Gregory Conigliaro, Vice President and
Manager

Customer:

Natividad Medical Center

By:

A handwritten signature in black ink, appearing to be "J. L. ...", written over a horizontal line.

Witness

Address: 1441 Constitution Blvd.
Salinas, CA 93906

Exhibit B

NDC#	Description of Medication/Strength	Dating	Storage Condition	Price
24200-0630-03	Clindamycin 600 mg added to 50mL 5% Dextrose 50mL Bag	30	Refrigerated	\$14.98
24200-0631-03	Clindamycin 900 mg added to 50mL 5% Dextrose 50mL Bag	30	Refrigerated	\$19.98
24200-0136-04	Diltiazem 125 mg in 125mL 5% Dextrose 100mL Bag	45	Refrigerated & Protect from Freezing	\$17.00
24200-1130-50	EPINEPHRINE 1 mg in 10 mL 0.9% Sodium Chloride in a 10mL Syringe	45	Room Temperature & Protect from Light	\$14.98
24200-258-61	fentanyl 25 mcg/mL in 30mL 0.9% Sodium Chloride in a 30mL Glass PCA Vial (non-MedNet)	75	Room Temperature & Protect from Light	\$17.00
24200-0819-45	furosemide 10 mg repackaged 1 mL in a 3 mL Syringe	30	Room Temperature & Protect from Light	\$9.98
24200-0818-44	furosemide 20 mg repackaged 2 mL in a 3 mL Syringe	30	Room Temperature & Protect from Light	\$14.98
24200-0820-69	furosemide 200 mg repackaged 20mL in a 30mL Syringe	30	Room Temperature & Protect from Light	\$22.98
24200-0820-48	furosemide 40 mg repackaged 4 mL in a 5 mL Syringe	30	Room Temperature & Protect from Light	\$19.98
24200-301-61	HYDROMORPHONE 0.5 mg/mL in 30mL 0.9% Sodium Chloride in a 30mL Glass PCA Vial (non-MedNet)	75	Room Temperature & Protect from Light	\$16.50
24200-0563-03	midazolam 1 mg/mL in 50mL 0.9% Sodium Chloride 50mL Bag	90	Room Temperature & Protect from Light	\$14.00
24200-0320-04	morphine 1 mg/mL in 100mL 0.9% Sodium Chloride 100mL Bag	90	Room Temperature & Protect from Light	\$25.00
24200-0321-45	morphine 2 mg/mL in 1mL 0.9% Sodium Chloride in a 3mL Syringe	90	Room Temperature & Protect from Light	\$4.00
24200-0335-45	morphine 4 mg/mL in 1mL 0.9% Sodium Chloride in a 3mL Syringe	90	Room Temperature & Protect from Light	\$4.25
24200-0770-49	neostigmine 5mg repackaged 5mL in a 5mL Syringe	90	Room Temperature	\$6.75
24200-0220-10	oxyTOCIN 15 units added to 250mL 0.9% Sodium Chloride 250mL Bag	90	Room Temperature and Protect From Freezing	\$7.00
24200-0408-10-Red Foil Seal	ROPIvacaine 0.1 % in 250mL 0.9% Sodium Chloride 250mL Bag	90	Room Temperature	\$34.75
24200-0506-49	succinylcholine 100 mg repackaged 5mL in a 5mL Syringe	90	Room Temperature	\$6.95

EXHIBIT B
INSURANCE JUSTIFICATION

Vendor/Contractor Name: Ameridose LLC

Automobile Liability Additional Insured Endorsements

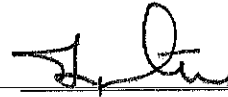
Business Justification:

All services provided by the vendor are done remotely from off site. NMC requests the Agreement be approved and the requirement for Auto Insurance and the Additional Insured Endorsement for Auto Insurance be waived.

Workers' Compensation Insurance Requirements

Business Justification:

The vendor has supplied Worker's Compensation at the Mass. State levels. NMC requests this lower level of coverage be accepted for this agreement.



Harry Weis
Chief Executive Officer

Date: 6/22/16



CERTIFICATE OF LIABILITY INSURANCE

Customer number: 0005862102

DATE (MM/DD/YYYY)

04/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PHARMACISTS MUTUAL INSURANCE COMPANY 808 HWY 18 W ALGONA IA 50511	CONTACT NAME:		
	PHONE (A/C, No, Ext): 800-247-5930	FAX (A/C, No):	
INSURED AMERIDOSE LLC 205 FLANDERS ROAD WESTBOROUGH MA 01581	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: PHARMACISTS MUTUAL INSURANCE CO		13714
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	BOP 0083404 06 Includes: Pharmacy Professional Liability Home Health Care Services Consultation Liability Non-Owned Auto / Hired Auto Liability	03/01/12	03/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY-AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		N	UCL 0083404 06	03/01/12	03/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ - GENERAL AGGREGATE \$ 5,000,000 PROD COMP WORK AGG \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 0083404 06	03/01/12	03/01/13	WC STATUTORY LIMITS OTHER E. L. EACH ACCIDENT \$ 500,000 E. L. DISEASE - EA EMPLOYEE \$ 500,000 E. L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

205 FLANDERS ROAD WESTBOROUGH MA 01581

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER/ADDITIONAL INSURED COUNTY OF MONTEREY ITS OFFICERS & EMPLOYEES, NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD SALINAS CA 93906	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: ALBERT MARTINELLI, JR.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION**

(Entries required to complete the Schedule
will be shown below or on the "declarations".)

SCHEDULE

Person or Organization designated as Additional Insured:

Designated Interests:

The Commercial Liability Coverages are amended as follows:

Under Additional Definitions, the definition of "insured" is amended to include each person or organization shown in the Schedule as an additional insured, but only with respect to such person's or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by "your" acts or omissions or the acts or omissions of those acting on "your" behalf:

1. in the performance of "your" ongoing work;
 2. in connection with "your" premises; or
 3. in connection with other designated interests, if shown in the Schedule.
-

Pharmacists Mutual[®] Insurance Company

1-800-247-5930 or 515-295-2461

P.O. Box 370, 808 Highway 18 West, Algona, Iowa 50511-0370

SPECIAL BUSINESSOWNERS DECLARATIONS

THIS IS NOT A BILL

NAMED INSURED AND MAILING ADDRESS AMERIDOSE LLC 205 FLANDERS ROAD WESTBOROUGH MA 01581	CUSTOMER NUMBER	0005662102
	POLICY NUMBER	BOP 0083404 05
	Previous Policy Number	BOP 0083404
	POLICY PERIOD	03/01/11 TO 03/01/12 12 01 A.M. Standard Time at the described location
	TRANSACTION AMENDED DECLARATION Effective: 06/16/11 ADD CERT HOLD	

INSURED IS: Limited Liability Company **BUSINESS OF INSURED:** Pharmacy with Compounding
 In return for payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

PROPERTY COVERAGE: SEE ATTACHED SCHEDULE

LIABILITY COVERAGE:	LIMIT
GENERAL AGGREGATE LIMIT	3,000,000
PRODUCTS/COMPLETED WORK HAZARD AGGREGATE LIMIT	2,000,000
EACH OCCURRENCE LIMIT	1,000,000
Products/Completed Work Hazard Liability	Included
Personal and Advertising Injury Liability	Included
Pharmacy Professional Liability	Included
Home Health Care Services Consultation Liability	Included
Non-owned Auto/Hired Auto Liability	Included
FIRE LEGAL LIABILITY LIMIT (per occurrence)	50,000
MEDICAL PAYMENTS LIMIT (per person)	5,000

AMENDED POLICY PREMIUM TOTAL \$191,430.00

WARNING: A person who knowingly submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer may be guilty of a crime and may be subject to criminal and civil penalties.

Authorized Representative ALBERT MARTINELLI, JR.

4280

Date Printed: 06/20/11

INSURED COPY

Page 1 of 5

Pharmacists Mutual[®] Insurance Company

NAMED INSURED AMERIDOSE LLC	
CUSTOMER NUMBER	0005662102
POLICY NUMBER	BOP 0083404 05
POLICY PERIOD	03/01/11 TO 03/01/12
12 01 A.M. Standard Time at the described location	

FORMS AND ENDORSEMENTS

ACORD25 (05/10) Certificate of Liability Ins	ACORD28 (12/09) Evidence of Comml Property Ins
BP0200 (01/04) Businessowners Special Policy	BP0327 (01/04) Spoilage Coverage
BP0331 (01/04) Protective Devices	BP0336 (01/04) Premium Payments
BP0432 (01/04) Amendatory Endorsement MA	BP0475 (10/08) Amendatory Endorsement
BP0605 (01/04) Exp Non-Owned/Hired Auto Liab	BP0676 (01/04) Excl-Fungus or Related Perils
BP0711 (02/04) Loss Payable Options	BP0714 (02/04) Computer Virus & Hacking Cov
BP0722 (01/04) Punitive Damages Exclusion	BP0723 (01/04) Employee Redefined
BP0738 (01/04) AI-Newly Acquired Organization	BP0748 (01/04) Total Pollution Exclusion
BP0750 (01/08) Certified Terrorism Loss	BP0753 (01/04) Amend Definition Cov Contract
BP0839 (10/05) Asbestos Exclusion	BP0841 (10/05) AI-Designated Person/Organiz.
BF0842 (10/05) AI-Lessor of Leased Equipment	BP0845 (10/05) AI-Lessor of Premises
BP0850 (10/06) Virus or Bacteria Exclusion	BP0856 (09/09) Info Distrib/Record, Viol Excl
CL0605 (01/08) Certified Terrorism Loss Discl	CL1045-SFP(01/08) Notice of Terrorism Coverage
PM1000 (10/01) Mutual Company Provisions	PM1014B (12/10) Pharmacy Professional Liab.
PM1015B (01/08) Expanded Property Coverages	PM1093B (06/08) HHC Consultation Services Liab
PM1103B (06/05) Equipment Breakdown Endors.	PM1114B (06/05) Employee Redefined
FM9907 (09/06) Notification of Availability	PM9978 (12/10) Important Notice-Businessowner

POLICY INTERESTS

Loc. 1 CERT HOLDER/ADDITIONAL INSR'D	Loc. 1 CERT HOLDER/LENDER LOSS PAYABLE
NMHG FINANCIAL SERVICES ISAOA 44 OLD RIDGEBURY ROAD DANBURY CT 06810	MIDDLESEX SAVINGS BANK 6 MAIN ST NATICK MA 01760
Loc. 2 CERT HOLDER/ADDITIONAL INSR'D	Loc. 2 CERT HOLDER/LOSS PAYABLE
BAXA CORPORATION 14445 GRASSLANDS DRIVE ENGLEWOOD CO 80112-7062	CATERPILLAR FINANCIAL SVC CORP ATTN GLOBAL POWER FINANCE INS 2120 WEST END AVENUE NASHVILLE TN 37203
Loc. 2 CERT HOLDER/ADDITIONAL INSR'D	Loc. 2 CERT HOLDER/ADDITIONAL INSR'D
NSD REALTY TRUST C/O MCMANUS GROUP 624 BOSTON TURNPIKE SHREWSBURY MA 01545	CNTY OF MONTEREY ITS OFCRS & EMPS NATIVIDAD MEDCL CNTR 1441 CONSTITUTION BLVD SALINAS CA 93906
Loc. 3 CERT HOLDER/LENDER LOSS PAYABLE	Loc. 3 CERT HOLDER/LOSS PAYABLE
MIDDLESEX SAVINGS BANK 6 MAIN ST NATICK MA 01760	LEASE # 4437284006 NMHG FINANCIAL SERVICES ISAOA ATTN CONTRACTS DEPARTMENT 10 RIVERVIEW DRIVE DANBURY CT 06810
Loc. 3 CERT HOLDER/LOSS PAYABLE	Loc. 3 CERT HOLDER/LOSS PAYABLE
LEASE#4437284008 NMHG FINANCIAL SERVICES ISAOA (SEE EXTENSION OF INFORMATION) 10 RIVERVIEW DRIVE DANBURY CT 06810	LEASE#4437284009 NMHG FINANCIAL SERVICES ISAOA (SEE EXTENSION OF INFORMATION) 10 RIVERVIEW DRIVE DANBURY CT 06810
Loc. 3 CERT HOLDER/ADDITIONAL INSR'D	Loc. 3 CERT HOLDER/ADDITIONAL INSR'D
LEASE # 4437284006 NMHG FINANCIAL SERVICES ISAOA ATTN CONTRACTS DEPARTMENT 10 RIVERVIEW DRIVE DANBURY CT 06810	LEASE#4437284008 NMHG FINANCIAL SERVICES ISAOA (SEE EXTENSION OF INFORMATION) 10 RIVERVIEW DRIVE DANBURY CT 06810

Pharmacists Mutual[®] Insurance Company

Loc. 3 CERT HOLDER/ADDITIONAL INSR'D
LEASE#4437284009
NMHG FINANCIAL SERVICES ISAOA
(SEE EXTENSION OF INFORMATION)
10 RIVERVIEW DRIVE
DANBURY CT 06810

NAMED INSURED AMERIDOSE LLC	
CUSTOMER NUMBER	0005662102
POLICY NUMBER	BOP 0083404 05
POLICY PERIOD	03/01/11 TO 03/01/12
12 01 A.M. Standard Time at the described location	

Pharmacists Mutual[®] Insurance Company

NAMED INSURED AMERIDOSE LLC	
CUSTOMER NUMBER	0005662102
POLICY NUMBER	BOP 0083404 05
POLICY PERIOD	03/01/11 TO 03/01/12
12 01 A.M. Standard Time at the described location	

SPECIAL PROPERTY COVERAGE SCHEDULE

DESCRIBED PREMISES: CLOSED DOOR PHARMACY

Loc. Bldg.
002 001 205 FLANDERS ROAD
WESTBOROUGH MA 01581

PROTECTIVE DEVICE *
Alarm-Central Station
Sprinkler

County:
WORCESTER

PROPERTY COVERAGE

COVERAGE B BUSINESS PERSONAL PROPERTY
Replacement Cost

LIMIT OF INSURANCE	DEDUCTIBLE
9,514,800	500

COVERAGE C LOSS OF INCOME NOT TO EXCEED
12 CONSECUTIVE MONTHS

Actual Loss Sustained

If Glass Coverage applies to your policy, the Glass deductible is \$500.

OPTIONAL COVERAGE

SPOILAGE

See Form 500

EQUIPMENT BREAKDOWN ENDORSEMENT

See Form PM1103B 500

EMPLOYEE DISHONESTY

See Form PM1015B 500



NAMED INSURED AMERIDOSE LLC	
CUSTOMER NUMBER	0005662102
POLICY NUMBER	BOP 0083404 05
POLICY PERIOD	03/01/11 TO 03/01/12
12 01 A.M. Standard Time at the described location	

SPECIAL PROPERTY COVERAGE SCHEDULE

DESCRIBED PREMISES: CLOSED DOOR PHARMACY

Loc. Bldg.
003 001 201 FLANDERS ROAD
WESTBOROUGH MA 01581

PROTECTIVE DEVICE
Alarm-Central Station
Sprinkler

County:
WORCESTER

PROPERTY COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE
COVERAGE B BUSINESS PERSONAL PROPERTY Replacement Cost	6,500,000	500

COVERAGE C LOSS OF INCOME NOT TO EXCEED 12 CONSECUTIVE MONTHS	Actual Loss Sustained	
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If Glass Coverage applies to your policy, the Glass deductible is \$500.

OPTIONAL COVERAGE

EQUIPMENT BREAKDOWN ENDORSEMENT	See Form PM1103B	500
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EMPLOYEE DISHONESTY	See Form PM1015B	500
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