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:

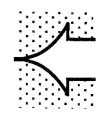
WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

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.

CONTRACTOR	_		
Signature 1	walth Ill	Dated 3/29/17	
 Printed Name	Judith L. Stark	Title	
Signature 2	Phark.Edium Services, LLC	Dated	
Printed Name		Title	
the full legal name o officers. If CONTRA signature of a partne CONTRACTOR is co	f the corporation shall be set forth abov CTOR is a partnership, the name of the er who has authority to execute this Agre	icluding limited liability and non-profit corporation to together with the signatures of two specified partnership shall be set forth above together with the eement on behalf of the partnership. If the individual shall set forth the name of the busines.	he
NATIVIDAD MED	OICAL CENTER		
SignaturePuro	chasing Manager	Dated	
Signature \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Ma Rosenbery Lei	Dated 4-10-12	
Approved as to Legality a	nd Legal Form:		
Charles J. McKee, County C	Counsel		
Ву			
Stacy Saetta, Deputy Attorneys for County a	nd NMC	Dated:, 2012	



MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	May 24, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing	Manager for Natividad Medical Center (NMC)
	to execute Amendment#	5 to the Agreement with Pharmedium Services
	for Compounding Pharm	aceutical 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, 201	1 to June 30, 2012.
DEPARTMENT:	Natividad Medical Cente	

RECOMMENDATION:

It is recommended that the Board of Supervisors 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.

SUMMARY/DISCUSSION:

NMC has had a Service Agreement with Pharmedium since November 15, 2005. The vendor provides compounding services for specific drug items that bear longer stability than if compounded onsite. NMC will need to continue the purchase of these same drugs in order to reduce the waste associated with onsite compounded products due to shorter stability. These compounded products meet the USP797 regulations for compounding and assists NMC with availability of product that can be stored for longer periods. The recommendation is to amend the current Agreement to provide an additional year of services.

OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$60,000 and is included in the 2011/2012 Fiscal Year Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Nicole Gordon, Pharmacy Director 755-8617
April 5, 2011
Harry Weis
Chief Executive Officer

Attachments: Amendments #1, 2, 3, 4, 5, Original Agreement, Board Order

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

Agreement No. A-10620

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

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).

CONTRACTOR Signature Multh H. Stark	Dated 3/8/11
Printed Name PharmEDium Services,	ons Litifie
NATTVIDAD MEDICAL CENTER	
SignaturePurchasing Manager	Dated 6-28-11
Signature NMC - CEO	Dated 3/1,1,
Approved as to Legal Form: Charles J. McKee, County Counsel	
Stacy Sactta, Deprity Attorneys for County and NMC Reviewed as to fiscal provisions Auditor—County of Monterey County of Monterey	Dated: 3/ZR 2011
Coruth of Moutetes	

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).

CONTRACTOR	* /
Signature Hally & Markey Stark	Dated 4/30/10
Manager, Sales Operat	ions
Printed Name Hanager, Sales Operat PharMEDium Services,	, Llice
NATIVIDAD MEDICAL CENTER	
Signature	Dated
Purchasing Manager	4
	~1.i
Signature delle	Dated 5/4/13
NMC – CEO	
Approved as to Legal Form:	
Charles J. McKec, County Counsel	
By Section Deputy Company of the Com	
Stacy Saetta, Deputy	5/
With the state of	Date(f: 2010)
Management and a second and a s	W
uditor Controlled	r ,
Auditor Controller County of Monterey	

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).

CONTRACTOR Signature HOULA FSHAL	MAR 3 0 2009 Judith L. Stark Planager, Sales Operation PharMEDium Services, L
Printed Name	Title
NATIVIDAD MEDICAL CENTER	,
Signature Blate	Dated 5/28/09
Signature NMC SEO	Dated
Approved as to Legal Form: Charles J. Mylyce County Counsel	l .
By William Litt, Deputy Attorneys for County and NMC Reviewed 88 to field all of the county and NMC	Dated:
Auditor-Govern	Merey MACA

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).

CONTRACTOR Signature MUUM A Stark Judin L. Stark Manager, Salva Ope Printed Name PharMEDium Service	Dated MAY 0 8 2008 rations es, LLGde	
COUNTY OF MONTEREY		
Signature Purchasing Manager	Dated 7-15-02	
Signature NIVIC – CEO Approved as to Legal Form:	Dated 4 //9/ 8	
Charles J. McKee, County Counsel		
By ////////////////////////////////////	Dated; 5/14 2008	

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)

•	
CONTRACTOR	
Signature HAULA ISLA	MAR 1 3 2007 Dated
Judith L. Stark Printed Name Manager, Sales (PharMEDium Ser	perations Titlevices, LLC
COUNTY OF MONTEREY	
Signature B	Bated 7-17-07
Parchasing Manager Signature NMC - CBO	Dated (1)
Approved as to Legal Form:	
Charles J. McKee, County Counsel	
By W. Allen Bidwell, Deputy Attorneys for County and NMC	Dated: 06-04-, 2007



PHARMEDIUM SERVICES, LLC EXHIBIT F AMENDMENT

1441 CONSTITUTION BLVD Two Conway Park SALINAS, CA 93906 SALINAS, CA 93906
Customer #: 516657
Suite 350
Attention: John Nygard
Lake Forest, IL 60045-4847

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:

- 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: the property and a feet to the second and the second and

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 PharMEDjum's subsidiaries, affiliates, or other related parties, and (ii) to a customer of all or substantially of PharMEDium's business or assets. and the first of the state of t

- 4. All other terms and conditions of the Agreement will remain in full force and effect.
- This amendment shall become effective no later than five (5) business days from the date on an every every which PharMEDium Services, LLC. countersigns this amendment.



Authorized representatives of the parties have executed this Agreement.

and stage and the stage of the stage of the stage of

क्ष्म स्टब्स्ट के प्राप्त के कार अपने के हैं के अने के क्षिण की कार का जा है।

NATIVIDAD MEDICAL CENTER BY:			PHARN BY:	PHARMEDIUM/SERVICES LLO		
NAME:		Park The Colors Team Day Area There The Colors	NAME:	Judith L. Stark - Managon, Seles Spera	dions	
TITLE:		A STATE OF THE STA	TITLE	PharMEDium Services	S, LILG	
DATE:			DATE:	MUL ~ U ZUU		

्रकृष्णिक्ष के भारता है के संस्कृष्णिक के किस्ता करीक्षणिक कर कर्तिक किसी पुस्त करिया के अपने हैं है है है है इस हुई है है है कि के सुरक्षित किसी है कि समावस्थित है है है है कि समावस्थित है है कि समावस्था है है है है है

And Bernelle Colonial Colonial Calabation in British Desire, A tabage Laboration in the Second for integral The Colonial Communication of the Colonial Cardinal Colonial Cardinal Cardinal Cardinal Cardinal Cardinal Card

ានពេលប្រជាជនសហរាជៈ មក សន្ត្រាមដោមមានសហគម ១ និង គឺ ២៥៣ សុទ្ធពីមានប្រឹក្សាសុទ្ធ ប្រាក្សា

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

	COUNTY OF MONTEREY			CONTRACT	OR ·	
Ву:	Purchasing Manager		DA	PATUIOU	SAME	Tal
Date:	960	Y	Conti	ractor's Busines	ss Name*	
Ву:			भू कुर •			
	Department Head (if applicable)	Ву:	puls.		3000	1974 B
Date:			(Sign	ature of Chair, Pre Vice-President)	sident, or	
Ву:			1	4		
,	Board of Supervisors (if applicable)			Name and Tit	le	Alexander de la companya de la compa
Date:		Date:				
Approved	as to Form		٠	Parties to		
Ву:	W. Allen Endworl)	,	•			
Date:	Deputy County Counsel 07-27-2006	By:	(Signature of S Asst, Treasure	Secretary, Asst. Sec ")*	oretary, CFO, or	A A
Approved:	as to Fiscal Provisions			Name and Titl	е	в.
Ву:		Date:				
Date:	Auditor/Controller	,			***************************************	· ,
Approved a	s to Liability Provisions	•				.,
Ву:						
ъу,	Risk Management ¹		•		et des it is a	
Date:				in the first		
unty Board	of Supervisors' Agreement Number:			· 		
י ופידים ו וכיידינט	NE. TECONTODA OTOD 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			ed tells		

*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, GS-C/P650 4/05 8 of 8 Project ID;

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

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

Herein referred to as "Customer"

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

Herein referred to as "PharMEDlum"

- 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:
 - 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 control of the control o

સ્વાર્ગમાં કરેલું સામા કરે કરી તે કરી સમાન માટે એ કે લેક્સ માટે હોય કરી છે. તે કરો કરો કરી કરી હોય કરી કરી કરી તેમાં મામ કરેલા કરા કરી તેમાં અને મામ મામ મામ કરા તે મામ મામ મામ કરા કરા કરા કરી છે. તે કરી કરી કરી કરી કરી કે Authorized representatives of the parties have executed this Agreement.

NATIVI BY:	DAD I	MEDICA	AL CENTER		PHARM BY:	EDIUM SER	VICES, LLC	A Comment	, 19 , 19 , 19		
NAME:		1.			NAME:				,		
NAME;			11. 11. 11.					'			
TITLE:			The first state of the state of		TITLE					The second second	
DATE:				······································	DATE:					di di	

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

ានសម្រាប់ ស្តី២០១ មួនបាន ទៅ ខេត្តកំពង់ សាលា នេះ ដែលនេះ២០១ នៃ បាន

in a secologic compartment of the secologic se

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.

Gulto Filas
Contractor

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

Title

MAR 1 8 2007

Date



PACT EXHIBIT F

PHARMEDIUM SERVICES, LLC. COMPASS™ SERVICES AGREEMENT

Hereinafter referred to as "Customer" "PheiMEDium"

Natividad Medical Center 1441 Constitution Boulevard Salinas, CA 93906 Gustomer # TBD Attention: Terry Kunyszt

Title: Director of Pharmacy Phone: 831-755-4313

Email: kunyszt@co.moniery.ca.us

Hereinafter referred to as

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

INTRODUCTION

This COMPASSTM 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 Exhibite 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:

☑ .Exhĭbit A	Ordering Requirements
	Contract Facility List
Schedule A	Standard Compounded Services
Schedule A1	Pain Management (Narcotics) Compounded Services
Schedule A2	Deltec Cassette Compounded Services
	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 algns this COMPASSTM. (5) business days from the date on which Pharmedich aighs that (5) business days from the date on which Pharmedich aighs that (Commencement Date") and shall expire on March 31, 2006. The Agreement (Commencement Date") and shall expire on March 31, 2006. The Agreement shall be April 1st and the "Anniversary Date" (Commencement Shall be April 1st and the March 2006). "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 Anniversary Date for an additional one (17 year year at least six (6) months prior to the delivered to the other a written notice of nonrenewal at least six (6) months prior to the rank 13 de la c 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 COMPASSTM Agreement will continue in full force and effect

1.3 2000 MINITED IN THE INC.

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

PRICING

The initial prices for services purchased by Customer from PharMEDium hereunder are those specified on Schedule A, A1, and A-2 attached hereto, as the case may be. Such prices shall become effective on the Commencement Date and shall remain in effect until March 31, 2005. On each Anniversary Date, prices hereunder shall be increased by a percentage equal to the unadjusted percentage increase in the Consumer Price Index for 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 mere 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 affect on the date of the shipment. Customer shall pay, in addition to all other amounts due, a service charge of 1.472% per month (or the highest amount allowed by law, if lewer) on all amounts past due. In the event Customer is delinquent in payment of any amounts owed to PharMEDium, all amounts owed under this COMPASS™ Services Agreement will become immediately due and payable.

PHARMEDIUM PERFORMANCE: OPERATIONS

Center Operation: PharMEDium will operate the facility ("Center"), which will provide the services to Culatomer. The Center will be operated consistent with applicable Federal and State Ilcertse requirements and regulations established for such service. The Center and State Ilcertse requirements and regulations established for such service. The Center and State Ilcertse requirements with applicable Good Manufacturing Practices, Drug 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 earlices, consistent with requirements of the US Food and Drub Administration ("FDA"):

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

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

CUSTOMER RESPONSIBILITIES

This COMPASST Services Agreement applies only to services listed on a Schedule A. Al, and/or A2 which has been incorporated into this COMPASS M 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 affillate or agent, shall export or Otherwise transfer outside the United States any admixtures acquired under this COMPASS*** Services Agreement.

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

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

CUSTOMER FACILITIES

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

TERMINATION

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

The property of the control of the c

DISCLOSURES

The dollar value of the services not paid for by the Customer and received by the Customer from PharmEDium under this COMPASS™ Services Agreement are payments. which are subject to the disclosure requirements as "discounts or other reductions in price" under the provisions of Section 1128b(B)(3)(A) of the Social Security Act, 42 price" under the provisions of Section 1128b(B)(3)(A) of the Social Security Act, 42 L.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 relimbursement to the Customer for the services provided under this COMPASSTA Services Agreement The state of the s

Propagation of the



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, 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 bervices 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

PhatMEDium shall defend, indemnify, protect and hold Customer and its affillates, 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 fifted party for personal injuries, death and/or property damage resulting directly from (I) any negligent, reckless, or willful misconduct of PhatMEDium under this COMPASSTM Services Agreement; (II) failure of the admixtures to be prepared by PhatMEDium in accordance with applicable federal and state law; (III) failure of PhatMEDium to comply with the terms of this COMPASSTM Services Agreement; (IV) storage, handling and delivery of admixtures while in PhatMEDium'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 COMPASSTM Services Agreement.

INDEMNIFICATION BY CUSTOMER

Customer shall defend, Indemally, 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 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 resulting firem Services Agreement; (ii) any claims arising from Gustomer's responsibilities as described in section 6 of this COMPASSTM 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 COMPASSTM Services Agreement; (v) storage, handling and delivery of admixtures while in Customer's Cohtrol, 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 COMPASSTM Services Agreement.

GENERAL PROVISIONS

Burger and the second of the s

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. No conflicting or additional terms contained in any purchase order or other document. No conflicting or additional terms contained by PharMEDium at its home office, submitted by Custemer shall be valid unless signed by PharMEDium at its home office, submitted by Custemer shall not advert of any other provision nor shall it constitute a continuing waiver constitute a waiver of any other provision nor shall it constitute a continuing waiver.

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

Californ

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.

PHARMEDIUM

NATIVIDAD MEDICAL CENTER

PHARMEDIUM SERVICES, LLC.

BY: HOULA HOLD IN COMPANIE CONTRACTS TITLE: MEDICAL CONTRACTS TO DATE: NOV 2.2 2005

PAGE NOV 2.2 2005

APPROVED AS TO FORM
W. ALLEN BIDWEY
DEPUTY COUNTY COUNTY OF MONTEREY



EXHIBIT A

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

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

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

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

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

No returns are permitted.



EXHIBIT B

Contract Facility List and Statement

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

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

Statement

Customer agrees that the services purchased under the COMPASSTM 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 PENTER

Signature:

Printed Name: CLONIA CLANDULE

Title: <u>0.30</u>

Date: 11/24/65

PACT EXHIBIT F NOV 2004 NATIVIDAD CA 7 of 7

CONFIDENTIAL

PHARHEA

Client#: 74018

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2011

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	CONTACT Denise Green	
Rotstein Team	PHONE (A/C, No, Ext): 847-444-2519 FAX (A/C, No):	847-444-2752
Mesirow Insurance Services, Inc.	E-MAIL ADDRESS: dgreen@mesirowfinancial.com	
1500 S. Lakeside Drive	INSURER(S) AFFÖRDING COVERAGE	NAIC#
Bannockburn, IL 60015	INSURER A: Lexington Insurance	19437
INSURED	INSURER B : Axis Surplus Insurance Co.	26620
PharMedium Healthcare Corporation	INSURER C: Farmington Casualty Company	41483
PharMEDium Services, LLC	INSURER D. Phoenix Insurance Company	25623
Two Conway Park, 150 N Field Dr. St# 350	INSURER E: Nat'l Union Fire Ins Co of Pitt	19445
Lake Forest, IL 60045	INSURER F: Travelers Property/Casualty	25674
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE F	POLICIES OF INSURANCE LISTED BELOW HAV	EBEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED NOTWITHSTANDING A	ANY REQUIREMENT TERM OR CONDITION OF	ANY CONTRACTOR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OF	R MAY PERTAIN, THE INSURANCE AFFORDED	BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.
EVELLISIONS AND CONDITIONS O	E SUCH DOLICIES LIMITS SHOWN MAY HAW	E BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (IMM/DD/YYYY)	цімп;s	
A	GENERAL LIABILITY	IIVGIX WVD	6792192			ÈACH OCCURRENCE	*Excluded
' '	X COMMERCIAL GENERAL LIABILITY				. [DAMAGE TO RENTED PREMISES (Ea occurrence)	\$Excluded
1	X CLAIMS MADE OCCUR					MED EXP (Any one person)	s Excluded
1	X BI/PD Ded: \$50,000					PERSONAL & ADV INJURY	§Excluded
1						GENERAL AGGREGATE	sSee below
	ĞEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$See below
	X POLICY PRO-						\$
F	AUTOMOBILE LIABILITY		BA6388N574	08/01/2011	08/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						\$
1	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$.
1							\$
В	UMBRELLA LIAB OCCUR		EAU701862012011	08/01/2011	08/01/2012	EACH OCCURRENCE	sSee Below
1	X EXCESS LIAB X CLAIMS-MADE					AGGREGATE	sSee Below
1	DED X RETENTION \$0					Superior Description	\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		HFUB6388N574	08/01/2011	08/01/2012	X WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
1	(Mandatory In NH)	1000				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
1	If yes describe under DESCRIPTION OF OPERATIONS below						\$1,000,000
D	Property&Premises		6306388N574	08/01/2011	08/01/2012	See Below	
E	Exec Package		029157022	08/01/2011	08/01/2012	See Below	
						<u> </u>	

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

NAMED INSUREDS INCLUDE:

PharMEDium Pharmacy Services, LLC

PharMEDium, R.E., LLC

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Sitem P. Holanday
	@ 4000 0040 A CORD CORDORATION All rights recovered

© 1988-2010 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)						
Products Liability: Products Liability Limit including Excess Liability is greater than \$8,000,000						
Commercial General Liability -(successor to Comprehensive General Liability)/Excess (Excluding Products) Each Occurrence Limit is greater than \$5,000,000 and General Aggregate Limit is greater than \$5,000,000. Coverage is included for Personal & Advertising Injury and Medical Expense						
Property: Property Coverage is greater than \$3,000,000						
Executive Package: Executive Package includes D&O, EPL & Fiduciary - \$5,000,000 Limit, Crime limit is \$2,000,000 including ERISA coverage						
Products Liability includes Professional Liability						

REQUEST TO WAIVE COUNTY OF MONTEREY STANDARD CONTRACT INSURANCE REQUIREMENTS

NMC requests the NMC Board of Trustees and the County of Monterey Board of Supervisors to hereby approve/ratify:

Matver

Modification

Recession

o Modification
o Recession General Liability Insurance Requirements

. q., Certificate of Ilability Instrance (Accord Form)

- M ISO Endorsement Forms

 M Additional Insured, Endorsement

 Primary Insurance Endorsement

 Non-Contributory Endorsement
- □ Completed Operations Endorsement
- U Coverage Limits
- California Admitted
- California Admitted
 "A" Rated Insurance Company

Business Justification: Based on the Scope of Services provided herein, Commercial General Liability insurance is not applicable and therefore is not required. The hospital does not foresee any potential liability tisks associated with this justification.

A STATE OF THE STATE OF THE STATE OF

di 1974 september 1974 january De Gentar Johann Scholl January

Professional Liability Insurance Requirements

Certificate of Liability Insurance (Accord Form)

Coverage Limits

Tail Coverage

Business Justification:

Professional liability insurance is not required. Arrive Line Francisco

Automobile Liability Insurance Requirements

Certificate of Liability Insurance (Accord Form) Certificate of Liability Insurance (Accord Form)

Liability Insurance (Accord Form)

M. Additional Insured Endorsement

Frimary Insurance Endorsement

M. Non-Contributory Endorsement

Coverage Limits

California Admitted

"A" Rated Insurance Company

Business Justification:

Business Automobile Liability Insurance is not required. The use of an automobile is not included in or necessary to the performance of the scope of services required by this Agreement. Therefore, the hospital does not foresee any potential liability risks associated with this justification.

REQUEST TO WAIVE COUNTY OF MONTEREY STANDARD CONTRACT INSURANCE REQUIREMENTS

Workers' Compensation Insurance Requirements

M. Cortificate of Liability Insurance (Accord Form)

California Statutory Requirements

A. Coverage Limits

A California Licensed Insurer

Business Justification:

Workers' Compensation Insurance is not required. The Contractor does not employ others in the performance of this Agreement. Therefore, the hospital does not foresec any potential liability risks associated with this justification.

Harry Wols

Chief Financial Officer

Chief Executive Officer

· 医克尔特氏试验检尿尿病检验检验检验检验检验检验检验检验检验

ting the second of the transport of the second of the seco