PHARMACY SERVICES AGREEMENT

THIS PHARMACY SERVICES AGREEMENT (the "Agreement") is made and entered into and is to be effective July 1, 2016 between the County of San Bernardino on behalf of Arrowhead Regional Medical Center (hereinafter called "HOSPITAL") and Comprehensive Pharmacy Services, Inc. (hereinafter called "CPS"), with respect to the following facts:

RECITALS

A. HOSPITAL is conducting and operating an acute general hospital, commonly known as Arrowhead Regional Medical Center, located at 400 North Pepper Ave, Colton, CA 92324, which contains among other departments, a Department of Pharmacy (the "Department") licensed by the California State Board of Pharmacy.

B. CPS is engaged in the business of furnishing various pharmacy services to and on behalf of hospitals, including the services of licensed pharmacists, pharmacy personnel, pharmacy administration and management services.

C. HOSPITAL desires to utilize the services of CPS on an exclusive basis to manage the operation of the Department and CPS is willing to furnish such services under the terms and conditions hereinafter set forth.

Now, THEREFORE, for and in consideration of the mutual covenants contained herein, HOSPITAL and CPS hereby agree as follows:

1. INTENT AND PURPOSE

HOSPITAL hereby engages CPS as an independent contractor to furnish pharmacy services in connection with the operation of the Department in accordance with the terms and for the consideration hereinafter set forth. It is the intent and purpose of the parties that CPS shall exclusively furnish the professional capability and personnel to supervise and perform all Pharmacy services, as required by HOSPITAL and its Medical Staff, and to provide such additional services as are set forth herein in order that the Department shall be operated in an effective and efficient manner. Hospital retains professional and administrative responsibility for all services that are required to be performed and are described in this agreement.

2. SERVICES OF CPS

In consideration of the services to be performed and the payments to be made by HOSPITAL hereunder, CPS agrees that:

2. 1. CPS shall furnish pharmacy services for the benefit of HOSPITAL inpatients, emergency room patients, and outpatients where applicable.

2. 2. CPS shall furnish a licensed pharmacist to serve as Director of the Department, whose selection shall be subject to approval of the HOSPITAL Administrator. The term "Director of the Department" shall mean that employee designated by CPS who has legal authority

and responsibility to act for and on behalf of HOSPITAL. The Director shall supervise the Department's operations and all personnel working within the Department and shall supervise all procedures undertaken in the HOSPITAL required to be supervised by a licensed pharmacist, and shall be responsible for establishing and implementing overall administrative policies in connection with the appropriate HOSPITAL committees and for governing the Department in conformity with established HOSPITAL policies and procedures.

2. 3. CPS shall participate, through the Director, in the Pharmacy and Therapeutics Committee and/or other appropriate HOSPITAL committees, by attending the meetings thereof on a regular basis, actively participating in said meetings, implementing the decisions of said committees and, at the request of the HOSPITAL, participating in meetings of the HOSPITAL staff in which any matters, directly or indirectly related to the Department, are scheduled for discussion.

2. 4. CPS shall have direct and complete responsibility for recruiting, hiring, training, promoting, compensating, and discharging the Director of Pharmacy and other CPS employees.

2. 5. In addition to the Director of Pharmacy, CPS shall furnish all Pharmacy employees necessary for the operation of the Pharmacy Department.

2.6 CPS shall own, maintain and operate the Optifill II System (a pharmaceutical dispensing system). In the event of any termination of this Agreement, County will reimburse CPS for the unamortized cost of the Optifill II upgrade. Such reimbursement of the unamortized cost shall be paid to CPS in cash within 45 days of the date of contract termination.

2. 7. CPS shall pay all salaries and all fringe benefits of its employees including, without limitation, the employer's contribution of Social Security, Medicare, and other employment taxes, unemployment compensation, worker's compensation, and group benefit insurance premiums, to be paid to or on behalf of such employees.

2. 8. CPS, through its corporate officers, directors, other employees and Department personnel shall furnish such general and administrative support services to HOSPITAL, related to pharmacy services, as may be required from time to time by HOSPITAL. Such support services shall include, but not be limited to:

a. Maintenance of a Department Policy and Procedure Manual;

b. Maintenance of a standard unit dose system of medication distribution throughout the Hospital;

c. Maintenance of an intravenous admixture program;

d. Maintenance and use of patient profiles;

e. Monthly inspections of areas where pharmaceuticals are stored;

f. Maintenance of a Formulary Management Program;

g. Continuous Performance Improvement Programs;

h. Participation in medication use evaluations, patient therapy reviews, and antibiotic surveys or audits;

i. Dosing and Medication consultation service, upon request of the Medical Staff;

j. Continuous Drug Interaction Monitoring and Adverse Drug Reaction Programs.

2. 9. CPS shall perform the services it is required to perform under this Agreement in conformity with the standards, rules and regulations of TJC, HFAP, State Board of Pharmacy and any other local, state, and federal agencies having jurisdiction or exercising authority over the Department. Comprehensive 340B audit services, analyses and other requests related to HOSPITAL's 340B Drug Pricing Program compliance that will require significant CPS resources fall outside the scope of this Agreement. HOSPITAL and CPS agree to amend the terms of this Agreement respective to scope of service, compensation to CPS and project deliverables pertaining to requests for such 340B services.

2.10. CPS' employees shall observe all policies, procedures, agreements, rules and regulations of the HOSPITAL. In addition, upon mutual agreement between CPS and HOSPITAL, CPS will replace any CPS provided personnel determined to be in violation of Hospital Policies or Values.

2.11. The Department shall be open and operating during the existing hours ("Regular Pharmacy Hours") and there shall be a licensed pharmacist on the HOSPITAL's premises during the Regular Pharmacy Hours unless altered in writing by mutual agreement as a result of changing HOSPITAL conditions.

2.12. The Department shall: Dispense without limitation all drugs, medications, injectables, chemicals or other pharmaceutical supplies or preparations, as may be necessary or required by the HOSPITAL in order to meet routine or emergency needs of its patients, including emergency room patients, inpatients, and outpatients where applicable.

2.13. CPS shall keep confidential all patients, physicians and other private and proprietary information provided required for performance of the contract and shall not release or disclose such information to others not specifically and formally approved by HOSPITAL.

2.14. CPS has developed a Software program to manage hospital 340B mixed use pharmacy inventory. The CPS Software application owned by CPS and is currently known as "CPS 340B-SMART". CPS hereby grants to Hospital a non-perpetual, non-exclusive, non-assignable and non-transferable right to use a single copy of the Software. CPS will provide support and upgrades if any for the Software. The Software provides the tools to assist the Hospital stay in compliance with current 340B regulations. Implementing procedures and utilization of tools to comply with all applicable 340B, state, and federal regulations will be the responsibility of the Hospital and not CPS.

2.15. Upon the Effective Date of this Agreement, CPS and HOSPITAL will mutually develop Key Performance Indicators ("KPI" or "KPIs") respective to the HOSPITAL's Pharmacy operations. The KPIs shall be mutually agreeable, reviewed annually, and are anticipated to focus on any of the following areas: (1) patient care quality, (2) compliance, (3) Department operations and (4) drug expenditures. In any contract year, failure by CPS to meet more than 3 (three) of the KPI metrics shall result in HOSPITAL's ability to terminate this Agreement per Section 5.4. See Attachment A for Key Performance Indicator Metrics.

3. SERVICES OF HOSPITAL

3. 1. HOSPITAL shall be responsible for payment of all pharmaceuticals and pharmaceutical supplies. The parties agree that an inventory of the merchandise shall be taken by an independent inventory service upon the Effective Date of this Agreement and at least annually thereafter. The cost of such service shall be paid by the HOSPITAL.

3. 2. HOSPITAL shall make the existing pharmacy space available to CPS that both parties agree is suitable for the operation of the Department, with storage space for pharmaceutical supplies, medications, and other inventory, as is presently available to the pharmacy in the HOSPITAL. HOSPITAL will not alter or change the location of the pharmacy without prior consultation with CPS.

3. 3. HOSPITAL shall provide daily janitorial service and such other maintenance services as are customary for the operation of a pharmacy within a hospital of like size.

3. 4. HOSPITAL shall furnish the Department with the utilities and services that are reasonably required by the Department, including light, heat, gas, electricity, water, local telephone service, air conditioning, and the use of photocopy machines.

3. 5. HOSPITAL shall provide all equipment and fixtures necessary for the operation of the pharmacy.

3. 6. HOSPITAL shall keep the Department premises, including air conditioning, heating and sprinkler systems, air conditioning equipment, plumbing and electrical installations, in good condition and repair, and if necessary and required by governmental authority, make modifications or replacements thereof.

3. 7. If necessary, HOSPITAL shall provide facilities to the Department for the timely receipt of pharmaceutical inventory and other goods and equipment to operate the Department.

3. 8. If HOSPITAL receives pharmacy merchandise and goods, then HOSPITAL shall promptly deliver such merchandise and goods, unopened, to the Department.

3. 9. HOSPITAL shall make available to the Department and its employees such other facilities and equipment as are available to other HOSPITAL personnel in general, including, if available, but not limited to, parking facilities, audiovisual equipment, photocopy facilities, Internet accessibility, conference and lecture facilities, library facilities, sterilizing facilities, and dining facilities. CPS employees will be entitled to the same discounts & services, if any, as are available to HOSPITAL employees, including any pre-employment and periodic physicals, laboratory tests and other procedures as required by HOSPITAL policy.

3.10. HOSPITAL shall provide such facilities and personnel, including nursing support, as may be required to ensure the security of the Department and the proper administration of pharmaceuticals to patients. The HOSPITAL Chief Executive Officer, Chief Operating Officer, Chief Nursing Officer, and Director of Education, or HOSPITAL personnel with equivalent authority thereto, will serve as consultants to the Department when called upon by the Department or CPS.

3.11. HOSPITAL shall provide CPS or any of CPS' agents, employees, or designees with all patient information necessary to provide pharmaceutical care in a proper and safe manner and in compliance with all applicable local, state, and federal laws, rules and regulations, as well as copies of the necessary treatment records and other information which may be necessary for the proper functioning of the Department..

3.12. HOSPITAL shall provide, at its sole cost, and be responsible for, all accounting and collection services, including posting, billing, and collection of gross pharmacy revenue to inpatients, emergency room patients and outpatients and to any third party or parties responsible for payment of all or any portion of pharmacy revenue.

3.13. HOSPITAL shall provide, at no cost to CPS, HOSPITAL computer services, forms, and reports, if such are or become available at HOSPITAL, and as are generally available to other departments and to the extent that HOSPITAL and CPS mutually agree that the

Department can make efficient and economical use of such reports. HOSPITAL is solely responsible for costs related to acquisition and maintenance of pharmacy information system and medication-related automation.

3.14. HOSPITAL shall provide the Department with necessary data as shall be necessary for the Department to fulfill its obligations under this Agreement, including but not limited to: Departmental P&L or Responsibility Report(s) and General Ledger (GL) for all areas Pharmacy is responsible for, Daily and Monthly Revenue and Usage reports, Daily Patient Day Reports, and Monthly Hospital Statistics Report.

3.15. HOSPITAL, with CPS' assistance and cooperation, is responsible for obtaining all necessary local, state, and federal licenses and permits required for the operation of the HOSPITAL pharmacy. HOSPITAL agrees to issue Power of Attorney to CPS for purposes of ordering and purchasing controlled substances on behalf of HOSPITAL.

3.16. HOSPITAL with the assistance of administration, nursing and the Medical Staff will assist CPS in implementing reasonable cost-effective measures, whether innovative or standard within the industry, to ensure that all efforts are taken to reduce costs to the HOSPITAL and its patients.

3.17. HOSPITAL, in conjunction with the Pharmacy and Therapeutics Committee and Medical Staff, agrees to assist the Director in developing and maintaining a relevant Drug Formulary. The objective will be to eliminate unnecessary duplication of similar basic medications or combination and to promote the general use of therapeutic equivalents to ensure that patients receive the highest quality care at the lowest cost.

3.18. HOSPITAL shall provide, at no cost to CPS, all medication related forms and office supplies that are necessary for the operation of the Department.

3.19. HOSPITAL agrees to maintain reasonable security measures to prevent loss or damage to all items owned by CPS.

3.20. HOSPITAL agrees to keep confidential all CPS proprietary information provided required for performance of the contract and shall not release or disclose such information to others not specifically and formally approved by CPS.

3.21. HOSPITAL is responsible for the management and maintenance of the HOSPITAL's/Department's pharmacy charge master ("CDM"). CPS will participate in the maintenance of the CDM (e.g. addition/deletion of medications, HCPCS codes, pricing) per HOSPITAL policy. Full CDM audits, charge formula analyses and other requests related to the CDM that will require significant CPS resources fall outside the scope of this Agreement. HOSPITAL and CPS agree to amend the terms of this Agreement respective to scope

of service, compensation to CPS and project deliverables pertaining to requests for such CDM services.

3.22. HOSPITAL shall comply with all Healthcare Facilities Accreditation Program (HFAP) and TJC standards, State Board of Pharmacy Standards, CMS Conditions of Participation and State and/or Local Department of Health Standards pertaining to the operation of pharmaceutical services in a hospital and provide the Director of Pharmacy and staff with all of the administrative support necessary to ensure that such standards are complied with by the HOSPITAL.

4. COMPENSATION

4. 1. As compensation for those services provided by CPS as specified above, HOSPITAL shall pay to CPS an Inpatient Fee of $49.91 per patient day and an Outpatient fee of $6.24 per outpatient prescription (including County Jail prescriptions and Oncology infusion medications) calculated monthly. Inpatient days will exclude newborn nursery.

4. 2. HOSPITAL shall reimburse CPS for the Pharmacy Residents salary and benefits. The salary will be equivalent to a Family Practice first-year resident's salary. Benefits will be charged at 29% of the salary.

4. 3. The Fees will automatically be increased or decreased annually in July by the percentage change in the Hospital and Related Services Index portion of the Consumer Price Index for all urban consumers over the change in the base index for the preceding year. Changes will be effective the first of each July using the May indexes. The May 2011 index for purposes of this contract will be considered the base index.

4. 4. In the event additional responsibilities are added or services required are expanded or increased that alters the economic basis of this Agreement, then both parties shall renegotiate in good faith to maintain an economic equivalent.

4. 5. In the event HOSPITAL disputes any amount of CPS invoice, it shall notify in writing CPS after receipt of invoice indicating the amount disputed (the "Amount in Dispute"). HOSPITAL shall pay the undisputed amount within the period required under Section 4.7 below.

4.6. HOSPITAL and CPS agree that each is responsible to ensure CPS' invoices are accurate. If it is determined that the invoice is inaccurate the necessary adjustments shall be made. These adjustments will be limited to a period of less than six (6) months after the invoice date.

4.7. On or before the first day of each calendar month Hospital will pay, in advance, the estimated inpatient and outpatient fees due CPS. The amount estimated will be based on the prior three months average

number of patient days and prescriptions. On or before the tenth day following each calendar month, CPS will submit a monthly statement with any reconciliation of prior month's actual invoice to the estimated invoice.

4.8. Non-payment beyond thirty (30) days from the Payment Due Date represents a breach of this Agreement and is grounds for immediate termination at the option of CPS.

4.9. CPS shall first apply payments received under this Agreement to the oldest debt owed by HOSPITAL, with such sums first applied to finance charges and then to the principle amount due.

5. TERM AND TERMINATION OF AGREEMENT

5. 1. This Agreement shall become effective July 1, 2016 (the "Effective Date") and shall continue for an initial term of one (1) year (the "Initial Term") with one (1) year renewal option upon written agreement of both parties. However, this Agreement may be terminated, with or without cause, by either party after giving the other party 270 days advanced written notice of its intention to terminate. The Hospital Director is authorized to initiate termination on behalf of the County.

5. 2. HOSPITAL shall have the right to terminate this Agreement in the event it ceases operations, its Drug Enforcement Administration registration is suspended or revoked, or for any reason it is unable to maintain any license necessary for it to operate as an acute hospital certified for Medicare participation upon 10 days' notice to CPS.

5. 3. If either party (Hospital or CPS) or any of its employees fails to perform its duties as specified in this Agreement, the defaulted party will notify in writing, the defaulting party at its corporate offices, by registered mail, informing the defaulting party of its breach or deficiencies and thereby allowing the defaulting party thirty (30) days to rectify the problem after receipt of notice. If said breach or deficiency is not rectified to the satisfaction of defaulted party within said notice period, the defaulted party may terminate this Agreement with 30 days' written notice. However, if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.

5.4. In any contract year, should CPS fail to meet more than 3 (three) of the KPI metrics referenced in Section 2.15, and CPS does not rectify the deficiencies within 90(ninety) days or other mutually agreeable

timeframe after the respective contract year, HOSPITAL may terminate this Agreement with 90 (ninety) days written notice to CPS.

6. SPECIAL TERMINATION

This Agreement may be renegotiated and/or terminated prior to its expiration date as follows:

6. 1. In the event either party shall apply for or consent to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, admit in writing its inability to pay its debts as they become due, make general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invoke or take advantage of provisions of any insolvency law including, without limitation, any provision of the Federal Bankruptcy Act or any amendment thereof, or if any proceeding in any court or tribunal shall be instituted seeking to adjudicate either party as bankrupt or insolvent, or approving a petition seeking reorganization of such party or of all or a substantial part of its assets, and the same shall not be dismissed or discharged within thirty (30) days after notice thereof given to the appropriate party, the other party may by notice terminate this Agreement effective on any future date specified in such notice.

6. 2. Any equipment (such as computer hardware and software) supplied by CPS pursuant to this Agreement shall remain the property of CPS. CPS shall be solely responsible for the maintenance and repair of all such equipment. Upon termination of this Agreement, CPS shall remove all such equipment and software. Any equipment found within the Department as of the commencement of services shall be deemed the property of HOSPITAL. CPS shall have use of such property during the term of this Agreement. Upon termination of this Agreement, such HOSPITAL property shall be left by CPS on HOSPITAL premises in its then current condition. Also upon termination of this Agreement, CPS may, at its option, require HOSPITAL to purchase any equipment that is CPS owned, for an amount equal to the depreciated book value of the asset. An equipment list of property owned and used in the Pharmacy Department by CPS shall be provided to the HOSPITAL upon termination of this Agreement.

6. 3. Effect of Termination: At least 60 days prior to expiration or upon notice of sooner termination of this Agreement, HOSPITAL and CPS shall immediately make an estimated final accounting, and make final payment of estimated amounts due to CPS or HOSPITAL on the first

business day of the last month of service (the "Estimated Final Accounting"). The Estimated Final Accounting shall include any Fees, Reimbursed Costs, or other compensation parameters referenced in this Agreement through the final day of service and any past due amounts owed to CPS by HOSPITAL. In the event termination is as a result of a breach hereof by HOSPITAL or CPS, payment shall be made by cashiers or certified check. Any adjustments to the estimated final accounting shall be made and paid within 30 days of the expiration or termination date.

7. MISCELLANEOUS

7. 1. It is agreed between the parties hereto that CPS is an independent contractor and is not, for any purpose, to be deemed an agent, partner, or employee of HOSPITAL, and that this Agreement does not constitute a joint venture between the parties hereto. CPS is not authorized to enter into any agreements or create any obligations on behalf of HOSPITAL nor is HOSPITAL authorized to enter into any agreements or create any obligations on behalf of CPS.

7. 2. The obligations of CPS and HOSPITAL shall be as specified in the Agreement, and it is understood and agreed that each party shall have full authority and power to do all things it deems reasonably necessary to bring about the efficient operation of the Department; provided, however, that the Department shall be operated in accordance with the reasonable rules and regulations of HOSPITAL, and that neither party shall interfere in any manner or engage in any activity which would interfere with the other party's ability to perform under this Agreement.

7. 3. CPS agrees to maintain general liability, product liability, druggist liability and professional liability insurance policies with minimum coverage for bodily injury of at least $5,000,000 for each person/accident and $5,000,000 aggregate, and with coverage for property damage of at least $1,000,000 for each accident. CPS shall, upon request, furnish to HOSPITAL a duly executed certificate of such insurance which certificate shall contain the provision that it shall not be subject to cancellation without at least thirty (30) days' written notice to HOSPITAL, and that CPS shall notify in writing HOSPITAL at least thirty (30) days prior to a change in said coverage or policies. HOSPITAL agrees to maintain general liability, product liability, professional liability, and malpractice insurance coverage. The within indemnity extends to losses up to $5,000,000 for any occurrence, whether for personal injury or property damage.

7. 4. HOSPITAL shall have the sole and exclusive right to determine and set prices charged to patients or patients' payers. Notwithstanding the above, nothing contained herein in this Agreement is intended to fix the price or prices at which HOSPITAL provides pharmaceuticals and pharmaceutical services, nor in any manner, to limit or impair the

ability of HOSPITAL to establish such prices as it, in the exercise of its sole discretion, may deem appropriate.

7. 5. Except as provided in Section 7.10, each of the parties hereto agrees to save, indemnify and hold the other harmless from and against any and all claims, actions, causes of action, demands, suits, debts, liens, contracts, agreements, promises, liability, damages, loss, costs or expenses whatsoever resulting from the acts, negligence, or omissions of such party, or resulting from the operation of the Department of Pharmaceutical Services, or the HOSPITAL as the case may be. In addition, each of the parties shall indemnify, defend, save, and hold the other harmless from ANY and all debts, liabilities or obligations of such party, accruing from, based upon, or arising out of acts or events occurring on or before the Effective Date, except for such debts, liabilities, and/or obligations as are expressly assumed by the parties herein.

7. 6. All use of any CPS software is entirely at the user's risk. Software and documentation are provided without express warranty "as is" and "with all faults." CPS disclaims all express and implied warranties, including without limitation any warranty that the software or documentation is free of errors or viruses or will operate uninterrupted, all implied warranties of merchantability, fitness for a particular purpose, accuracy of information and no infringement specifically, CPS does not warrant that the functions mentioned in the software will meet the Hospital's individual requirements. If the software fails to meet the Hospital's expectations, the Hospital agrees that its only recourse is to stop using the software and to find other software to replace it. The Hospital agrees to hold the authors/programmers and CPS harmless from and indemnify them from any and all litigation arising from the use or misuse of the software even in the event the software fails to function properly.

7. 7. Pursuant to the "Omnibus Reconciliation Act of 1980, Section 952," CPS agrees to permit the Secretary of the Department of Health and Human Services and the Controller General, upon written request and during regular office hours, access to its books, documents and records necessary to verify the cost of services provided to Medicare beneficiaries for a period of up to four years after the services provided by this Agreement are covered.

7. 8. HOSPITAL and CPS agree that they will not directly or indirectly, without prior written consent, divulge, disclose or communicate information concerning matters affecting or relating to the business of the other to any person or entity at any time without the written consent of the other.

7. 9. This Agreement shall be binding upon and inure to the benefit of both parties and their successors and assigns. Nothing in this Agreement is intended nor shall be deemed to confer any benefits on any third party.

7.10. This Agreement shall not be assigned in whole or in part without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Any sale, lease, assignment, delegation or transfer of all or any portion of Hospital's or CPS' management, operations, facilities, assets or business to any other person, corporation or entity, including any hospital management company, shall not constitute grounds for the termination or modification of this Agreement by HOSPITAL or CPS.

7.11. In the event that any damage occurs to CPS' personal property resulting from faulty or inadequate operating systems within the HOSPITAL, then, to the extent such property is uninsured, HOSPITAL will immediately repair and restore the damaged property to its original state or reimburse CPS for any losses thereto. In the event that any damage occurs to HOSPITAL's personal property resulting from faulty or inadequate operating systems within the Pharmacy caused by CPS, then, to the extent such property is uninsured, CPS will immediately repair and restore the damaged property to its original state or reimburse HOSPITAL for any losses thereto.

7.12. Upon request by CPS, HOSPITAL, through its Administration and Nursing Departments, will provide written and/or verbal testimony to the level of services provided by CPS, as an adjunct to CPS' marketing department. HOSPITAL will also allow CPS to bring prospective clients to HOSPITAL to view its pharmacy services with prior approval, which shall not be unreasonably withheld.

7.13. CPS hereby agrees that CPS at no time during the term of this Agreement, or for a period of one year immediately following the termination of this Agreement, will offer to employ any HOSPITAL administrative staff, department head, or nursing personnel without the prior written consent of HOSPITAL. HOSPITAL agrees that at no time during the term of this Agreement, or for a period of one year immediately following expiration of this Agreement, will it solicit, offer or accept for employment or consultation any of CPS's personnel, ex-employees of CPS, any other personnel provided by CPS to perform duties under this Agreement or prospective personnel presented by CPS interviewing for position(s) for a period of one (1) year from termination or non-renewal hereof without the prior written consent of CPS, and CPS may withhold such approval.

7.14. If either party hereto shall fail to perform its obligations hereunder as a result of accidents, acts of God, weather conditions, or other delays beyond the control of the parties, then such failure to perform shall not be deemed a default hereunder and shall be excused without penalty until such time as said party is capable of performing.

7.15. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver or any subsequent breach thereof.

7.16. In the event of dispute between the parties, both parties agree to attempt to resolve such disputes through a non-legal mediation process acceptable to both parties first. In the event either party brings an action against the other to enforce any condition or covenant of this Agreement, in addition to the collection of monies owed, the prevailing party in such action shall be entitled to recover court costs, reasonable attorney's fees and accounting fees in the judgment rendered in such action in addition to any other relief to which it is entitled.

7.17. This Agreement and any amendments hereto may be executed in several counterparts, and each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

7.18. Time is of the essence regarding this Agreement and all obligations to be performed hereunder.

7.19. All rights and remedies of each of the parties herein enumerated shall be cumulative and shall not exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

7.20. In the event any of the provisions or a portion of any provision of this Agreement are held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and the remaining provision shall not be adversely affected thereby.

7.21. This Agreement represents the full and complete understanding of the parties and replaces all prior agreements and amendments between the parties.

7.22. This Agreement constitutes the entire agreement between the parties with respect to the operation of the Department at the HOSPITAL and may not be amended except in writing signed by each of the parties hereto.

7.23. Notices of communications required or permitted to be given under this Agreement shall be given personally to the respective parties in writing, or by registered or certified mail, postage prepaid as follows:

a. If to HOSPITAL:

William L. Gilbert
Hospital Director
Arrowhead Regional Medical Center

400 North Pepper Avenue
Colton, California 92324

b. If to CPS:

Don Nickleson
Chief Executive Officer
Comprehensive Pharmacy Services
6409 Quail Hollow Road
Memphis, TN 38120

or at such other addresses and to such other persons as either party may from time to time designate by notice given as herein provided. Notice hereunder shall be deemed to have been received by the person to whom addressed at the time it is personally delivered or forty-eight (48) hours after it is deposited in the United States mail as hereinabove specified.

7.24. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.25. In the course of providing the pharmacy management services set forth in Section 2 and the related products and services (collectively, the "Services") to the HOSPITAL, CPS may receive from the HOSPITAL certain Protected Health Information. For purposes hereof, "Protected Health Information" has the same meaning as the 4erm "protected health information" in 45 CFR §164.501, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005) ("HITECH") and is limited to the information created or received by CPS from or on behalf of the HOSPITAL. The HOSPITAL and CPS agree to enter into the Business Associate Agreement attached hereto as Attachment A in compliance with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91 and related regulations (45 CFR Parts 160, 162, and 164)) ("HIPAA") and HITECH, including all applicable rules and regulations issued by the U.S. Department of Health and Human Services. The parties agree that Protected Health Information may be used or disclosed only in accordance with this Agreement, the Business Associate Agreement and applicable provisions of HIPAA and HITECH. The parties further agree to take such action as is necessary to amend this Agreement and the Business Associate Agreement from time to time as is necessary to comply with the applicable requirements of any applicable provisions of HIPAA and HITECH. If any conflict exists between this Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall govern.

Attachment A

Key Performance Indicator Metrics

1. Pain Medication Scale Clarification – 30 charts to be audited per week for 1 month, then 30 charts to be audited per month thereafter.
   Threshold: Annual average compliance shall not be less than 95% on completed audits.

2. Turnaround time for STATs (as defined by policy) – establish a threshold for turnaround time as per policy. Measure CPOE orders from time ordered to time delivered for non-Pyxis medications (delivery), time available in Pyxis for medications stocked in Pyxis.
   Monitor: 50 STATs per month.
   Threshold: Annual average compliance shall not be less than 95% compliance on completed audits.
   Maintain and reasonably improve turnaround time levels equal to, or less than, threshold level.

3. Pyxis refill accuracy – random audit of 30 medications per month
   Threshold: Annual average compliance shall show no less than 98% accuracy

4. Do Not Use Abbreviations in handwritten medication orders - not clarified/corrected by pharmacy. Random audit of 500 orders per month.
   Threshold: Annual average compliance shall not be less than 95% on completed audits.

5. Clarification of orders - Orders clarified by Pharmacy are reconciled (Communicated to nursing) and match the eMAR. Random audit of 30 charts per month.
   Threshold: Annual average compliance shall not be less than 95% compliance on completed audits.

IN WITNESS WHEREOF, the parties have executed this Pharmacy Services Agreement as of the date first above written:

COMPREHENSIVE PHARMACY SERVICES, INC.

By_____ Date:_____

Its: Chief Executive Officer

County of San Bernardino on behalf of Arrowhead Regional Medical Center

By_____ Date:_____

James Ramos

Its: ___Chairman, Board of Supervisors_____