



**Contract Number**  
20-1071 A-1

**SAP Number**  
4400006246

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	William L. Gilbert, Director
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	CareFusion Solutions, LLC
<b>Contractor Representative</b>	Julie Meisterlin
<b>Telephone Number</b>	858-322-2768
<b>Contract Term</b>	5 years beginning on the first day of the month following County's acceptance of the system
<b>Original Contract Amount</b>	\$3,190,681.55
<b>Amendment Amount</b>	\$4,548
<b>Total Contract Amount</b>	\$3,195,229.55
<b>Cost Center</b>	9177104200

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 1

This Amendment No. 1 (this "Amendment") dated January 7, 2021 is made by and between CareFusion Solutions, LLC ("CareFusion"), and the County of San Bernardino on behalf of Arrowhead Regional Medical Center ("Customer") and modifies the terms to Agreement executed between the parties as of October 27, 2020 ("Agreement").

1. Add Customer Order 1000193267 and the Customer Order Attachment, Emergency Short-Term Lease Program, as attached hereto and fully incorporated herein.
2. **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect.
3. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement or the Addendum, as applicable.

4. **Counterparts.** This Amendment may be signed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A facsimile or e-mail transmission of a signed version of this Amendment shall be legal and binding on all parties.
  
5. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

COUNTY OF SAN BERNARDINO

▶   
 Leonard Hernandez, CEO  
 Dated: 1/12/2021

CAREFUSION SOLUTIONS, LLC

*(Print or type name of corporation, company, contractor, etc.)*

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶   
 Bonnie Uphold, Deputy County Counsel

Date 1-7-2021

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_  
 William L. Gilbert, Director

Date \_\_\_\_\_



Customer Order

Customer Order Date: 12/29/2020
Customer Order: 1000193267

Customer Information

Table with 3 columns: Sold To, Ship To, Bill To. Rows include Legal Name, DBA, Street Address, City, St., Zip, and Customer No.

1. Customer Orders. Effective as of the date of both signatures below ("Effective Date"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements...

2. Configurations. Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable.

3. Footprint Modification Option. The Parties understand and agree that the Pyxis Products hereunder will be subject to the following option (hereafter, "FMO Option"). (a) Definitions. As used herein, (i) "FMO Products" will mean a subset of the Pyxis Products valued at up to twenty percent (20%) of the Modification Amount for each Contract Year...

For the sake of clarity, the foregoing option shall not: (i) apply any Pyxis Products other than the FMO Products, (ii) apply to any "sold-to" or "ship-to" entity not designated above, (iii) apply to any Third Party Product or Third Party Software listed in the Customer Orders, or (iv) carry over to a subsequent Contract Year.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?(Please Circle)
Yes No
Rental PO#:
Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.
When complete, additional copies will be sent to the following address:
Name:
Street Address:
City, St., Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

COUNTY OF SAN BERNARDINO
Sign: [Signature]
Print: Leonard X. Hernandez
Title: Chief Executive Officer
Date: 1/12/21

CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4287
Sign:
Print:
Title:
Date:

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE: Julie Meisterlin
Email: julie.meisterlin@bd.com



**Customer Order**  
**Pyxis Product Schedule**  
**Customer Order : 1000193267**

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900  
 Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900

GPO: VIZIENT CE7136 DISPENSING CE7136

Product Discounts:  
 HSPA: 48 %  
 Non-Std Disc %: 42 %  
 Support Discounts:  
 GPO: 20 %  
 Support Level: SVC / Advanced 8h  
 Rental and Support Term: 6 months

*The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 03/29/2021*

New Products							Rental Terms			Support Terms		
							Monthly Rental Fee			Monthly Support Fee		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
ED COVID	323	Rx	MEDSTATION,ES,MAIN,6DR	5	EXP	1	\$ 2,153.00	\$ 646.00	\$ 646.00	\$ 140.00	\$ 112.00	\$ 112.00
Totals:									\$ 646.00			\$ 112.00

Total Monthly Rental & Support Fee: \$758.00

*All fees mentioned are in USD*

Customer Initials: \_\_\_\_\_



# Customer Order Attachment

## Emergency Short-Term Lease Program

This Customer Order Attachment (“Attachment”) applies to Customer Order number 1000193267 (the “Customer Order”). This Attachment does not apply to any other Product under the Master Agreement between the Parties or any other customer order.

- 1. Emergency Response Program.** The Pyxis Products and pricing under the Customer Order are provided at the request of Customer to meet its healthcare demands due to the COVID-19 pandemic and are provided under CareFusion’s Emergency Response Program. Notwithstanding anything to the contrary in the Master Agreement, CareFusion will honor the monthly Rental Fees and monthly Support Fees set forth in the Customer Order during the initial term set forth in the Customer Order and during any Extended Term for a combined period of (i) up to eighteen (18) months from the date of execution; or (ii) through the first day of the month following CareFusion’s receipt of written notice from Customer to terminate the Rental Term and Customer’s return of the Products in accordance with the Master Agreement, whichever is earlier.
- 2. Allocation** The federal government may issue “rated orders” for Pyxis Products and Services under the Defense Production Act. Customer acknowledges that such “rated orders” could limit CareFusion’s ability to provide Pyxis Products and Services hereunder, and further acknowledges that such failure to provide Pyxis Products and Services under such circumstances shall not constitute a breach hereunder.
- 3. Nonstandard Work Environment.** To assist in the delivery of healthcare during the COVID-19 pandemic, CareFusion may work with Customer to provide Products and Services in a nonstandard work environment, which does not have the necessary infrastructure, network access or environmental conditions ordinarily required to accommodate Pyxis Products and Services (“Nonstandard Work Environment”). A Nonstandard Work Environment shall be considered an External Cause under the Master Agreement, and any Support performed on Pyxis Products which are not Properly Performing as a result of the Nonstandard Work Environment will be provided “as-is” and on a time and material basis. Customer assumes the risk of using the Pyxis Products and Services in such Nonstandard Work Environment.

**Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Customer Order Attachment.**

COUNTY OF SAN BERNARDINO  
ON BEHALF OF ARROWHEAD REGIONAL  
MEDICAL CENTER  
#6546900

CAREFUSION SOLUTIONS, LLC

**Notice Address:**

Address: 400 N PEPPER AVE

**Notice Address:**

3750 Torrey View Court

City, State Zip: COLTON, CA 92324-1819

San Diego, CA 92130

State of Incorporation: \_\_\_\_\_

State of Incorporation: Delaware

By: 

By: \_\_\_\_\_

Print: Leonard X. Hernandez

Print: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date: 1/12/21

Date: \_\_\_\_\_