



Contract Number
20-1071 A-1

SAP Number
4400006246

Arrowhead Regional Medical Center

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

CAREFUSION SOLUTIONS, LLC

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

▶ 
 Leonard Hernandez, CEO

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: 1/12/2021

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 _____

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.

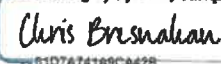
5. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute 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 organization, company, contractor, etc.)
 By  _____
6107A741A9CA428
(Authorized signature - sign in blue ink)
 Name Chris Bresnahan
(Print or type name of person signing contract)
 Title Sr. Manager, Capital Contracting
(Print or Type)
 Dated: 1/15/2021
 Address 3750 Torrey View Ct.
San Diego, CA 92130

FOR COUNTY USE ONLY

Approved as to Legal Form

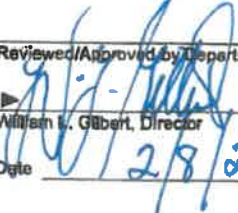


 Bonnie Uphold, Deputy County Counsel
 Date 1-7-2021

Reviewed for Contract Compliance

 Date _____

Reviewed/Approved by Department



 William L. Gilbert, Director
 Date 2/8/21



Customer Order

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

Customer Information

Table with columns: Sold To, Ship To, Bill To. Rows include Legal Name, DBA, Street Address, City, St., Zip, and Customer No. for COUNTY OF SAN BERNARDINO and ARROWHEAD REGIONAL MEDICAL CENTER.

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 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

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

Customer Information

Sold To: Legal Name: COUNTY OF SAN BERNARDINO
DBA: ARROWHEAD REGIONAL MEDICAL CENTER
Street Address: 400 N PEPPER AVE
City, St., Zip: COLTON, CA 92324-1819
Customer No. 6546900
Ship To: Arrowhead Regional Medical Center
400 N Pepper Ave
Colton, CA 92324-1819
6546900
Bill To: Same as (Circle) Sold To: Ship To:

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 (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "Pyxis Product" and, collectively, the "Pyxis Products"); and (ii) Services applicable to the Pyxis Products (collectively, the "Customer Orders").

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. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties.

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; (ii) "Modification Amount" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the Pyxis Products hereunder; and (iii) "Contract Year" will mean the twelve (12) month period beginning on the Effective Date (or the anniversary of the Effective Date) of the Master Agreement ("Master Agreement Anniversary Date") and ending twelve (12) months thereafter and each subsequent twelve-(12) month period of the Rental and/or Subscription Terms hereunder.

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: Leonard X. Hernandez
Title: Chief Executive Officer

CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4288

DocuSigned by: Gloria J. Sims
Sign: Gloria J. Sims
Print: 875FACE467D0448...
Title: Contract Consultant-MMS Capital Contracting

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

1/13/2021

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



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
City, State Zip: COLTON, CA 92324-1819

Notice Address:

3750 Torrey View Court
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: _____



Customer Order Attachment
Emergency Short-Term Lease Program

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

CAREFUSION SOLUTIONS, LLC

Notice Address:

Address: 400 N PEPPER AVE
City, State Zip: COLTON, CA 92324-1819

Notice Address:

3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: _____

State of Incorporation: Delaware

By: 

DocuSigned by:


Print: Leonard X. Hernandez

Print: 975FACE467D0448...
Gloria J. Sims

Title: Chief Executive Officer

Title: Contract Consultant-MMS Capital Contracting

Date: _____

Date: 1/13/2021