THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number** 

20-1071 A-2

**SAP Number** 440006246

## **Arrowhead Regional Medical Center**

Department Contract Representative Telephone Number	William L. Gilbert (909) 580-6150
Contractor	CareFusion Solutions, LLC
Contractor Representative	Tera Luedde
Telephone Number	(760) 994-7764
Contract Term	Five Years from Installation
Original Contract Amount	\$3,195,230.00
Amendment Amount	\$6,000.00
Total Contract Amount	\$3,201,230.00
Cost Center	8480

IT IS HEREBY AGREED AS FOLLOWS:

san bernardino COUINTY

#### AMENDMENT NO. 2

This Amendment No. 2 (this "Amendment") dated July 13, 2021 is made by and between CAREFUSION SOLUTIONS, LLC ("CareFusion"), and COUNTY OF SAN BERNARDINO ("Customer") and modifies the terms to Agreement 20-1071 executed between the parties as of October 27, 2020 ("Agreement"), as previously amended.

- 1. Add to the Agreement the Customer Order 1000198391, as attached hereto and 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. Electronic Signatures. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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.)				
►	By 🕨				
Curt Hagman, Chairman, Board of Supervisors	(Authorized signature - sign in blue ink)				
Dated:	Name				
SIGNED AND CERTIFIED THAT A COPY OF THIS	(Print or type name of person signing contract)				
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD	Title				
Lynna Monell Clerk of the Board of Supervisors of the County of San Bernardino	(Print or Type)				
Ву	Dated:				
Deputy					
	Address				

#### FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

Bonnie Uphold, Deputy County Counsel

Date \_\_\_\_\_

Date \_\_\_\_

►

William L. Gilbert, Director

Date \_\_\_\_\_



#### **Customer Order**

Customer Order Date: Customer Order :

03/22/2021 1000198391

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

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"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Pyxis Products and Services ("Master Agreement"). Any reference to a "Rental Term(s)" or "Rental Fee(s)" in relation to Software will alternately refer to "Subscription Term(s)" or "Subscription Fee(s)", respectively. Notwithstanding the foregoing, if applicable to the Pyxis Products hereunder, any reference to (a) "Master Agreement" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "Customer Order" will alternately refer to "Rental Agreement" or "Support Agreement."

2. Configurations. Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and guantities 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. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

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. (b) Terms and Conditions. Provided that Customer is not then in breach of any agreement with CareFusion, Customer may terminate the Rental Term or Subscription Term for the FMO Products any time during a Contract Year. Termination shall be subject to Customer's execution of CareFusion's standard form amendment to the Customer Orders and Customer's compliance with the terms thereof, including, without limitation, return of the FMO Products at Customer's expense. Termination of the Rental or Subscription Term for the FMO Products shall be effective the first day of the month following the date CareFusion receives possession of the FMO Products. On the effective date of termination, the Rental, Subscription or Support Terms and Customer's obligation to pay Monthly Rental, Subscription or Support Fees for the FMO Products will terminate.

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)			<b>Copies of this Customer Order will be sent to Ship To signer listed above</b> . When complete, additional copies will be sent to the following address:			
Yes	Yes No Purchase PO#:		Name:			
			Street Address:			
		Support PO#:	City,St.,Zip:			
Each person signing	this document re	presents that he/she intends to and has the authority to bind his/	her respective Party to the Purchase Customer Order and the separate Support Customer Order.			

CAREFUSION SOLUTIONS, LLC

888.876.4287

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

COUNTY OF SAN BERNARDINO	со	UNTY	OF SAN	BERNARDINO
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Sign:			Sign:				
Print:	Curt Hagman			Print:			
Title:	Chairman, Board of Supervisors	Date:		Title:	Date:		

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

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130



### Customer Order Pyxis Product Schedule Customer Order : 1000198391

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900 Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900 Support Level: Support Term: SVC / Advanced 8h 60 months

GPO: VIZIENT CE7136 DISPENSING CE7136

The fees stat	The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 06/20/2021   New Products Purchase Terms Support Terms											
					F	Purchase Fee	)	Mon	thly Suppo	rt Fee		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
	137710-01		SecureLink Remote Server Access		SWN	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 0.00	\$ 0.00	\$ 0.00
	Totals:							\$ 6,000.00			\$ 0.00	

Purchase Fee: \$ 6,000.00

Total Monthly Support Fee:

All fees mentioned are in USD

\$ 0.00



This Customer Order Attachment applies to and is a part of Customer Order Number 1000198391 (this "Customer Order") with respect to the SecureLink Services specified therein.

The provisions of the Master Agreement, including the applicable Schedules thereto, shall apply to this Customer Order; provided, however, that if any provision of this Customer Order or this Customer Order Attachment conflicts with any provision of the Master Agreement, the provision of this Customer Order or this Customer Order Attachment, as applicable, shall govern.

1. Services. The Services consist of CareFusion's assistance in coordinating and supporting Customer's deployment of SecureLink remote access technology for CareFusion's use in providing remote Support, by RSS, for the Products specified in this Customer Order.

2. Fee. Customer will pay a fee for the Services in the amount stated in this Customer Order. The fee is payable upon completion of Customer's deployment of the SecureLink remote access technology.

**3.** Customer Responsibilities. Customer will be responsible for: (i) licensing and implementing its SecureLink software, procuring and installing its own SecureLink servers, and obtaining maintenance and support for such software and servers; (ii) ensuring the availability and reliability of the software and servers; (iii) ensuring that the version of SecureLink software used by Customer is compatible with the version of SecureLink software used by CareFusion; (iv) configuring and maintaining its SecureLink software and servers so as to maximize CareFusion's ability to access CareFusion Equipment for the purpose of providing Support; and (v) complying with SecureLink recommendations with respect to the software and servers.

4. Alternative Remote Access. If CareFusion's ability to provide Support by RSS for a Product using SecureLink is at any time materially impaired due to unavailability or unreliability of the SecureLink connection or due to External Cause (as such term is defined in the Master Agreement), Customer will (i) permit CareFusion to provide Support by RSS using CareFusion's Bomgar technology or other reasonably available solution; (ii) any Guaranteed Response Time or Uptime (as such terms are defined in the Master Agreement) applicable to the Product will be void; and (iii) if CareFusion is required to provide onsite Support, such Support will be provided at CareFusion's normal time and material rates then in effect.

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

**CAREFUSION SOLUTIONS, LLC** 

#### COUNTY OF SAN BERNARDINO

Notice Address: Address: <u>400 N Pepper Ave</u> City, State Zip: <u>Colton, CA 92324-1819</u>	Notice Address: 3750 Torrey View Court San Diego, CA 92130
State of Incorporation:	State of Incorporation: Delaware
By:	By: <u>Alaria 4</u> Am
Print:	Print:
Title:	Title:
Date:	Effective Date: