



**Contract Number**

20-1071 A-2

**SAP Number**

440006246

## Arrowhead Regional Medical Center

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

**IT IS HEREBY AGREED AS FOLLOWS:**

**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.)*

▶  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

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

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

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

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

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

By \_\_\_\_\_  
Deputy

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

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶  
Bonnie Uphold, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
▶  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶  
William L. Gilbert, Director  
Date \_\_\_\_\_



Customer Order

Customer Order Date: 03/22/2021
Customer Order : 1000198391

Customer Information table with columns Sold To, Ship To, and 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 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.

Form with question: Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?(Please Circle). Includes Yes/No columns and Purchase PO# and Support PO# fields.

Form with question: 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 Purchase Customer Order and the separate Support Customer Order.

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

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 : 1000198391**

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900  
 Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900  
 GPO: VIZIENT CE7136 DISPENSING CE7136

Support Level: SVC / Advanced 8h  
 Support Term: 60 months

*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		
							Purchase Fee			Monthly Support 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: **\$ 0.00**

*All fees mentioned are in USD*

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



# Customer Order Attachment For SecureLink Services

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.**

**COUNTY OF SAN BERNARDINO**

**CAREFUSION SOLUTIONS, LLC**

**Notice Address:**

Address: 400 N Pepper Ave  
City, State Zip: Colton, CA 92324-1819

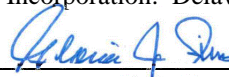
**Notice Address:**

3750 Torrey View Court  
San Diego, CA 92130

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

State of Incorporation: Delaware

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

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

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

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

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

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

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

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