



# Third Amendment to Master Agreement

Effective as of the date of both parties' signature below (the "Effective Date"), this third amendment ("Amendment") modifies the Master Agreement dated July 15,2015 executed by and between CareFusion Solutions, LLC (together with its affiliates, "CareFusion") and County of Monterey, dba Natividad Medical Center ("Customer"), each a "Party" and, collectively, the "Parties." Capitalized terms not defined herein shall have the same meanings in the Master Agreement. In the event of any express conflict between this Amendment and the Master Agreement, this Amendment shall control.

The Parties agree as follows:

**1. Exhibit A; Additional Schedule(s).** The Schedule(s) listed below and attached hereto are hereby added to **Exhibit A** and the Master Agreement, subject to the terms below.

Product Line (if applicable)	Schedules
General	BD HealthSight™ Products

**2. Miscellaneous.** This Amendment sets forth the entire agreement and understanding of the Parties with respect to the subject matter of this Amendment. The terms herein shall only apply to applicable Customer Orders executed after the Effective Date, unless expressly provided herein.

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

**COUNTY OF MONTEREY**  
dba NATIVIDAD MEDICAL CENTER  
# 1525201

**CAREFUSION SOLUTIONS, LLC**

Notice Address:  
1441 Constitution Blvd.  
Salina, Cal 93906

Notice Address:  
3750 Torrey View Court  
San Diego, CA 92130

State of Incorporation: California

State of Incorporation: Delaware

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

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

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

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

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

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

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

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

DocuSigned by:  
*Stacy Saetta*  
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8/24/2023 | 5:25 PM PDT



## Schedule BD HealthSight™ Products

These terms apply to BD HealthSight™ Products (collectively, “HealthSight Products”) provided by CareFusion to Customer pursuant to applicable Customer Agreements between the Parties. This Schedule does not apply to any other Product or Services.

### 1. Products.

**1.1 Applications; Professional Services.** The Products consist of hosted Software applications, and may also include professional services. The specific Products to be provided to Customer are identified in the Customer Order(s). The hosted Software applications provide tools for analyzing Data and other information relating to procurement, storage, transfer and administration of medications. Professional services are intended to assist Customer in its use of such information and the outputs of the hosted Software applications to improve its medication management systems and processes.

**1.2 Enhancements.** From time to time, CareFusion may enhance, modify, discontinue, or provide new Product features or functions. Some enhancements, modifications and new features or functions may require use of additional Data or other information, including Data and other information from Customer’s third-party medical and health information technologies. Additional Hardware, Software or Services may be required for the Products to access such Data or other information, for which CareFusion may charge additional fees. In no event will CareFusion materially lessen core features or functions.

### 2. Term.

**2.1 Applications.** The initial Term with respect to Products consisting of hosted Software applications will be the period of time stated in the applicable Customer Order, commencing on the first day of the month following completion of the applicable on-boarding process, or, in the absence of any on-boarding process, on delivery of the protocols, keys or access codes needed to access the Software applications. The Term is non-cancellable.

**2.2 Professional Services.** The Term with respect to Products consisting of professional services, if applicable, will be the period of time stated in the applicable Customer Order commencing on completion of the applicable on-boarding process. The Term is non-cancellable.

**3. Hospital Expansion.** If at any time the scope of Customer’s facilities or operations increases by more than ten percent (10%), CareFusion may increase the fees for the Products on a pro rata basis upon reasonable written notice to Customer.

**4. Data Use.** Customer acknowledges that Data and other information from Customer’s CareFusion Products and Services and from Customer’s third-party medical devices and health information technologies are essential to the delivery of HealthSight Products. Accordingly, Customer hereby authorizes CareFusion to access and use such Data, separately or aggregated with other data, in and for the operation of the Products, the improvement and development of the Products and related products, and the reporting of health-related metrics to government agencies; provided that all personally identifiable information (including “protected health information,” as defined at 45 C.F.R. § 160.103) and information that can be used to identify Customer shall be de-identified, except to the extent such identifiable or identifying information is indispensable to such use. Customer shall cooperate with CareFusion, and use reasonable efforts to cause suppliers of third-party technologies to cooperate with CareFusion, to make such Data available for use with the Products. Customer shall give CareFusion reasonable advance notice of any changes in the management or transmission of Data that may affect the performance of any of the Products or Services; such changes may require additional Services, which, subject to Customer’s written authorization, CareFusion will provide at its then current rates. Customer shall not be relieved of its payment obligations for Products that do not Properly Perform due to Customer’s failure to provide such Data.

To the extent this Section 4 conflicts with any term of the Master Agreement, any business associate agreement, or any other agreement between Customer and CareFusion, this Section 4 will govern and Customer hereby waives enforcement of such conflicting term.

**5. Support.** CareFusion will provide technical support for the Products Monday through Friday, between 6:00 a.m. and 5:00 p.m. Pacific Time. Customer may access support by contacting the CareFusion Technical Support Center (“TSC”) by phone at 1.800.727.6102 or through the TSC’s self-service portal at <https://eim.carefusion.com/Account/Login?to=ICSS>.

**6. Service Misuse.** Customer acknowledges and agrees that the Products and Services are not intended to replace professional clinical judgment. Treatment decisions should never be based strictly or solely on information provided by a Product or Service. It is important that patients’ conditions continue to be monitored by Customer and confirmed through clinical expertise, review of a patient’s chart, medication history, laboratory results, and physical observance. Misuse of a Product or Service without the foregoing review and/or lack of clinical expertise may lead to an adverse drug event. Only licensed healthcare providers who are authorized and trained to use a Product or Service should do so. Customer remains solely responsible for setting protocol and for clinical decisions to be used in case of a given alert (standard or customized).



Schedule  
BD HealthSight™ Products

**7. LIMITATION OF LIABILITY. CAREFUSION IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO, UNSCHEDULED DOWNTIME THAT IS NOT THE FAULT OF CAREFUSION, CUSTOMER SYSTEM ISSUES, CUSTOMER DATA ISSUES AND SERVICE MISUSE.** This Section is in addition to, and does not supersede, the Limitations of Liability in the Master Agreement.