

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN CAREFUSION SOLUTIONS, LLC. AND
NATIVIDAD MEDICAL CENTER
FOR**

DEVICE DAY DATA SUPPORT AND IMPLEMENTATION FOR MANDATORY REPORTING

This Amendment No. 3 to the Master Agreement ("Agreement") which was effective on March 23, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and CareFusion Solutions, LLC., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for MedMined software with a term of March 23, 2016 through March 22, 2021 and a total Agreement amount not to exceed \$288,904;

WHEREAS, NMC and CONTRACTOR amended the Agreement on August 23, 2016 via Amendment No. 1 to extend the term for an additional four (4) month period (March 23, 2021 to July 31, 2021) for a revised Agreement term of March 23, 2016 through July 31, 2021 and to add an additional \$1,245,525 for additional Alaris software services, thereby increasing the total Agreement amount not to exceed \$1,534,429; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 2, 2017 via Amendment No. 2 with additions to the original scope of work (Exhibit A-2: Customer Order #1000100224 to Amendment No. 2) adding an additional \$14,564 to the Agreement amount for a total not to exceed of \$1,548,993 with no change to the Agreement term.

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement with additions to the original scope of work attached hereto as "Exhibit A-3: Customer Order MedMined Services" adding an additional \$8,500 to the agreement amount for a total not to exceed of \$1,557,493 with no change to the Agreement term.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. The MedMined Customer Order shall be added to the Master Agreement scope of services, and referenced as Exhibit A-3: Customer Order MedMined Services.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
4. This Amendment No. 3 shall be effective when signed by the last party.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Signature page to follow

Natividad Medical Center

By: [Signature]
for Gary R. Gray, DO, CEO

Date: 3-22-18

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 3/20/18

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 3-22-18

CONTRACTOR

CAREFUSION SOLUTIONS LLC
CONTRACTOR's Business Name*** (see instructions)

Nico Merlo
Contract Consultant

Name and Title

Date: 3-8-2018

By: [Signature]

Shawn McLean
Sr. Manager, MMS Capital Contracting

Name and Title

[Signature]
Date: March 8, 2018



Customer Order
MedMined® Services

Customer Name: NATIVIDAD MEDICAL CENTER

Master Agreement Date: March 30, 2016

This Customer Order, effective as of the CareFusion signature below (the "Effective Date"), is entered into by and between CareFusion Solutions, LLC ("CareFusion") and the customer identified in the signature block below ("Customer").

"Master Terms" means the Master Agreement executed by Customer and CareFusion with the effective date stated above.

CareFusion shall provide Customer the services identified below (the "Service(s)") pursuant to the Master Agreement and the terms stated in this Customer Order.

The Parties agree as follows:

Implementation Support Fee: \$8,500.00

- Implementation Services.** Customer desires to provide electronic device day data in order to support mandatory reporting efforts. CareFusion will provide technical assistance to Customer in exchange for an implementation support fee. The following outlines responsibilities for the implementation project plan:
 - Customer will provide production messages in standard format as required in CareFusion's specifications. Device data can include central line, urinary catheter, or ventilator data for integration into the MedMined application.
 - A minimum of two (2) week of production device data will be used to model the release.
 - This release is expected to have no impact to other services.
- Data Display.** The data displayed in the MedMined application is dependent upon the information provided by Customer. Validation and verification of the summary information generated by the application is the responsibility of Customer.
- Implementation Support Fee.** In consideration of CareFusion's performance of the implementation services, Customer shall pay CareFusion an Implementation Support Fee stated above upon completion of the implementation service.
- Payment.** Customer shall make all payments for fees by check made payable to "CareFusion" and mailed to CareFusion, MedMined Services, 25565 Network Place, Chicago, IL 60673-1255.

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

NATIVIDAD MEDICAL CENTER

CAREFUSION SOLUTIONS, LLC

By: Kristen Aldrich for Gary R Gray

By: Nico Merlo

Print: Kristen Aldrich

Print: Nico Merlo

Title: Deputy Purchasing Agent

Title: Contract Consultant

Date: 3-22-18

Effective Date: 3-13-2018

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey

3/21/18