

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN CAREFUSION SOLUTIONS, LLC. AND
NATIVIDAD MEDICAL CENTER
FOR
ALARIS SYRING MODULE, GUARDRAILS SOFTWARE, AND REMOTE PHARMACY
SUPPORT AND TRAINING**

This Amendment No. 2 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 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 month period 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 to \$1,534,429; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement with additions to the original scope of work attached hereto as "Exhibit A-2: Customer Order #1000100224" adding an additional \$14,564 to the agreement amount for a total not to exceed of \$1,548,993 effective December 1, 2016 with no change to the term end date.

AGREEMENT

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

1. Customer Order #1000100224 shall be added to the Master Agreement scope of services, and referenced as Exhibit A-2 Customer Order #1000100224.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 2 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 2 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]
Gary R. Gray, DO, CEO

Date: 12/23/16

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 12/23/2016

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 12/23/16

CONTRACTOR

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

LESLIE CHANG
CONTRACT CONSULTANT

Name and Title

Date: DECEMBER 16, 2016

By: [Signature]

Shawn McLean
Manager, MMS Capital Contracting

Name and Title

Shawn McLean
Date: December 16, 2016

Quotation: 1000100224

NATIVIDAD MEDICAL CENTER

Quote Date: October 3, 2016

Pricing stated is offered by CareFusion for acceptance by NATIVIDAD MEDICAL CENTER until January 01, 2017

Laura Gilfillan 415.275.4411

LAURA.GILFILLAN@BD.COM

GPO: MEDASSETS PH00590 INFUSION CE T3

Commitment: Minimum \$10,000 annual disposables and 5 Year Disposables Agreement with 90% commitment for 1 of 3 Categories.

Customer Order



Alaris® System Equipment (Hardware)

Model	Product Description	Quantity	Unit Price	Extended Price
8110	Alaris® Syringe module	4	\$ 2,916.00	\$ 11,664.00
Subtotal				\$ 11,664.00

Guardrails® Suite License for Alaris® System (Software)

Product Description	Quantity	Unit Price	Extended Price
Guardrails® Point-of-Care Software for Syringe modules	4	\$ 225.00	\$ 900.00
Subtotal			\$ 900.00

Implementation for Alaris® System (Services) - Implementation costs are based on a single-phase Implementation.

Services below provided per the Customer Order Attachments	Extended Price
Remote Pharmacy Support - Service Description on Customer Order Attachment (Page 2, Item #1)	\$ 2,000.00
Subtotal	\$ 2,000.00
Total-Equipment, Licenses and Services	\$ 14,564.00
TOTAL ACQUISITION COST	\$ 14,564.00
GRAND TOTAL	\$ 14,564.00

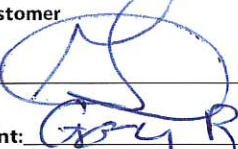
Notes:

This Customer Order and Customer Order Attachments are governed by the Master Agreement and relevant Schedules, or Master Terms and Conditions and relevant Products Agreements, as applicable.

This Customer Order does not include any applicable sales and use taxes. If Customer is tax exempt, Customer must ensure that a tax exemption certificate is on file with CareFusion.

Customer and CareFusion, by their duly authorized representatives, have entered into this Customer Order effective as of the date of CareFusion's signature below ("Effective Date").

Customer

By: 

Print: Gary R. Gray

Title: CFO

Date: 11/4/17

CareFusion Solutions, LLC

By: 

Print: Leslie Chang
Contract Consultant

Title:

Effective Date: DECEMBER 16, 2016



Customer Order Attachment Alaris® Products Remote Pharmacy Support

These terms apply to the Remote Pharmacy Support services described below ("Services") provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

- 1. Pharmacy Support.** CareFusion shall provide a series of webcast sessions totaling eight (8) hours of remote pharmacy support. The webcast session(s) can be used to train and/or consult on the use of Guardrails® Editor, data set review and modifications, or Alaris® Infusion Viewer for Pharmacy Logistics applications.
- 2. Confirmation Form.** Upon CareFusion's completion of the Services, Customer will execute a Confirmation Form confirming CareFusion's completion of the Services.
- 3. Fee.** In consideration for the Services, Customer will pay the Remote Pharmacy Support Fee set forth in the Customer Order.