CareFusion

Legal Name:	NATIVIDAD MEDICAL CENTER		Same as (Circle) Sold To: Ship To:
DBA:	NATIVIDAD MEDICAL CENTER	NATIVIDAD MEDICAL CENTER	
Street Address:	1441 CONSTITUTION BLVD	1441 CONSTITUTION BLVD	
City,St.,Zip:	SALINAS, CA 93906-3100	SALINAS, CA 93906-3100	
Customer No.	1525201	1525201	

1. Customer Orders. Effective as of the date of both signatures below ("**Effective Date**"), this agreement 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 Product (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the Master Agreement and applicable Schedule(s) in effect between the Parties ("**Master Agreement**"). Any reference to a "Rental Term (s)" or "Rental Fee(s)" in relation to Software included as a Pyxis Product hereunder will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively.

2. 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 set forth on the Product Schedule; 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 the Rental and/or Subscription Terms hereunder.

         (b) **Terms and Conditions**. Customer will have the option to return all or part of the FMO Products each Contract Year; provided that Customer: (i) provides CareFusion with written notice at least ninety (90) days prior to the end of the Contract Year; (ii) signs the amendment to the Customer Orders memorializing Customer's exercise of the FMO Option ("**FMO Amendment**"); and (iii) timely complies with the terms of the FMO Amendment, including, without limitation, completion of the FMO Product return activities and payment of return shipping and any other applicable fees. Notwithstanding any term or condition to the contrary ,in no event will an FMO Option: (a) apply to any Sold-To or Ship-To entity other than the entity(ies) designated above; (b) apply to any Third Party Product or Software listed on the Product Schedule; or (c) carry over to a subsequent Contract Year. The Rental, Support and/or Subscription Terms and Customer's obligation to pay Monthly Rental, Support and/or Subscription Fees for the FMO Products will terminate effective as of the date set forth in the FMO Amendment. The FMO Amendment will have no effect on any other Pyxis Products and Customer's payment obligations for such Pyxis Products will continue uninterrupted in accordance with the terms of the Customer Orders.

Yes **No**	Rental PO#:	Name:
		Street Address:
	Support PO#:	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 Rental Customer Order and the separate Support Customer Order.

NATIVIDAD MEDICAL CENTER

CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4287

Sign: _____

Sign: **daisy.cronau** Digitally signed by
daisy.cronauer@bd.com
DN: cn=daisy.cronauer@bd.com

Print: _____

Print: **er@bd.com**

Title: _____ Date: _____

Title: Date: 2018.03.02 09:48:52 -07'00'

Reviewed as to fiscal provisions   APPROVED AS TO FORM

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

SALES ASSOCIATE:Chris McCrea
Email: chris.mccrea@bd.com

Auditor-Controller D
County of Monterey

CareFusion

Sold To: NATIVIDAD MEDICAL CENTER #1525201
Ship To: NATIVIDAD MEDICAL CENTER #1525201

GPO: VIZIENT CE2453

Product Discounts:
  GPO: 12 %
  QTY: 15 %
Support Discounts:
  GPO: 12 %
  QTY: 10 %
Support Level: SVC / Advanced 8h
Rental and 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: 04/30/2018

Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
							List	Net	Extended	List	Net	Extended
Carido Clinic	347		SUPPLY,10,MAIN,DOUBLE		EXP	1	$ 444.00	$ 332.00	$ 332.00	$ 87.00	$ 69.00	$ 69.00
Ultra Sound	347		SUPPLY,10,MAIN,SINGLE		EXP	1	$ 384.00	$ 287.00	$ 287.00	$ 87.00	$ 69.00	$ 69.00
						Totals:			$ 619.00			$ 138.00

Total Monthly Rental & Support Fee: **$757.00**

All fees mentioned are in USD

Customer Initials: _____

Implementation Timeline

Product(s): V10 Exp
Customer Name: Natividad Medical Center
Customer Order Number: 1000123423
Submit Date: 3/6/2018

This Implementation Timeline applies to the Pyxis® Products identified in the applicable Customer Order (or, if applicable, Rental Agreement or Purchase Agreement) (the "Agreement"). Capitalized terms in this Implementation Timeline shall have the same meaning as used in the Agreement. CareFusion and Customer shall use commercially reasonable efforts to complete the Implementation Activities for each implementation stage described below on or before the applicable estimated Completion Date. If Customer fails to provide access or otherwise prevents CareFusion from conducting an Implementation Activity, then CareFusion may re-schedule the activity and Customer shall reimburse CareFusion for expenses incurred due to re-scheduling.

Third Party Hardware Procurement (if applicable)	Any Customer-provided equipment and system requirements (e.g. system printers) is on site and ready for implementation as outlined in the project scope by this date.	N/A
Install Server(s) and Test Environment	Prepare environment for server(s) and test equipment.	N/A
Develop the Solution	Department Lead, Nursing/Anesthesia (as applicable), Interface and IT Liaison Leads participate in meetings and are responsible for setting up the Customer's system, including third party system printers, and managing workflow changes. Solution for the customer system is developed via System Setup, Workflow, and Policy and Procedure documents. These results determine the build of the system. Customer System Manager completes the System Manager training.	4/20/2018
Complete the Database Build / Configuration	Gather required information for database build / configuration.	N/A
Create Training Plan	Department Leads and Nursing/Anesthesia (as applicable) develop training tools and finalize Customer's end user training plan.	5/4/2018
Validate TEST System	Customer completes the System validation.	5/11/2018
Migrate to PRODUCTION System	Customer completes System validation and signs off on the interface.	5/15/2018
Verify Facility Preparation	Complete all construction, including wire/wireless network and power in preparation for equipment installation. Prepare an area for staging/storage of equipment.	4/6/2018
Obtain Equipment	Receive equipment. Customer Project manager and IT Liaison acquire any third party interfaces, as applicable. Complete applicable server setup processes.	4/27/2018
Build Equipment	Department Leads Loads equipment and configures system according to the system set up document and removes from the System any peripheral equipment or devices not included as a Pyxis Product under the Agreement; e.g., legacy system printers.	5/11/2018
Deliver / Verify Training	Two to three identified Super Users per patient care unit per shift attend scheduled sessions of CareFusion-provided Super User training; provide Super User-led training to end users. Sign off on training.	5/11/2018
Go-live and Support	Attend pre-go-live meetings and work with CareFusion to bring System live. Provide a full time resource(s) for a minimum of two days after go-live.	5/15/2018
Obtain Customer Acceptance	Sign Equipment Confirmation	5/31/2018

The Rental Term for each Pyxis Product will begin on the Term Begin Date; provided, however, that if there is no Term Begin Date agreed upon by the Parties hereunder, then the Rental Term for each Pyxis Product will begin on the first day of the calendar month following Acceptance of the Pyxis Product ("Acceptance Date"). If a Pyxis Product is being purchased, then Customer shall pay the Net Purchase Price for each Pyxis Product within thirty (30) days of the Term Begin Date. If there is no Term Begin Date for the Pyxis Product agreed upon by the Parties hereunder, then Customer shall pay the Net Purchase Price for each Pyxis Product within thirty (30) days of the first day of the month following the Acceptance Date. **Note:** If a previously-installed Pyxis Product is being upgraded or is subject to new terms and conditions under this Agreement, then the previously applicable terms and conditions for the Pyxis Products, including payment terms, shall remain in full force and effect until the Term Begin Date (or, if no Term Begin Date, until the first day of the month following the Acceptance Date). Notwithstanding the foregoing, if a Pyxis Product is not Accepted by the Term Begin Date; or, if no Term Begin Date, by the first day of the month following the Completion Date for all Implementation Activities for the Pyxis Product ("Go-Live Date") for any reason that is not the sole fault of CareFusion (each, a "Delayed Product"), then CareFusion may, in its sole discretion,(i) cancel the Agreement for the Delayed Product, (ii) require that the Rental Term for the Delayed Product begin on the Term Begin Date or first day of the month following the Go-Live Date; or (iii) if a Purchase Agreement, require that Customer pay for the Delayed Product within thirty (30) days of the Go-Live Date in accordance with the terms of the Agreement.	6/1/2018

Each person signing this Implementation Timeline represents that he/she intends to and has the authority to bind his/her respective Party to this Implementation Timeline

Implementation Timeline is valid if signed before: 3/16/2018

Natividad Medical Center	**CareFusion Solutions, LLC**
Sign:	Sign:
Print:	Print:
Title:	Title:
Date:	Date: