



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13080

Upon motion of Supervisor Potter, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1, including three Customer Orders, to the Master Agreement A-13080 with CareFusion Solutions, LLC (CareFusion) originally executed for Medmined software, to add a new software product, Alaris (IV pumps for patients), adding an additional \$1,245,525 for a revised total Agreement amount not to exceed \$1,534,429, and to extend the original term of March 23, 2016 through March 22, 2021 by an additional four months for a revised Agreement term of March 23, 2016 through July 31, 2021; and
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future Amendments to the Agreement, which do not significantly alter the scope of work and do not cause an increase of more than ten percent (\$28,890) of the original cost of the Agreement per each Amendment.

PASSED AND ADOPTED on this 23rd day of August 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

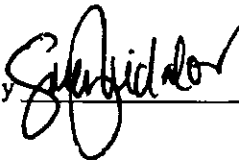
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on August 23, 2016.

Dated: August 29, 2016
File ID: A 16-261

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 

Deputy



Amendment No. 1 to Master Agreement

This Amendment No. 1 to the Master Agreement with Natividad Medical Center approved date of March 23, 2016 and CareFusion signed date of March 30, 2016, effective as of the date of the CareFusion signature below (the "Effective Date"), is entered into by and between CareFusion Solutions, LLC (together with its affiliates, "CareFusion") and County of Monterey on behalf of Natividad Medical Center ("Customer"), each a "Party" and, collectively, the "Parties."

The Parties agree as follows:

1. Additional Schedules. The Schedules listed below are added to the Master Agreement, and shall apply as appropriate to the Products and/or Services identified in Customer Orders entered into pursuant to the Master Agreement.

Product Line (if applicable)	Schedules
General	Software Services
General	Third Party Software
Alaris	Partnership Warranty Repair Program
Alaris	Post-Warranty Partnership Program
Alaris	Plastics Replacement Program
Alaris	Software Management Services
Alaris	Integrated Solutions Maintenance and Support

2. Miscellaneous. This Amendment, and each Schedule listed in the table above, set forth the entire agreement and understanding of the Parties with respect to the subject matter of this Amendment, and supersedes all prior and/or contemporaneous discussions, agreements and understandings of every kind and nature between the Parties regarding the subject matter of this Amendment. Unless expressly modified by this Amendment, the terms and conditions of the Master Agreement shall remain the same. In the event of any conflict between this Amendment and the Master Agreement, this Amendment shall control.

NATIVIDAD MEDICAL CENTER

Notice Address:

1441 Constitution Blvd.
Salinas, CA 93906

State of Incorporation: _____

By: 

Print: 

Title: 

Date: 

CAREFUSION SOLUTIONS, LLC

Notice Address:

3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: Delaware

By: 


Print: 

Title: 

Effective Date: 

Reviewed as to fiscal provisions


Auditor/Controller
County of Monterey 8-9-16


AB Breton
Dep. Co Co.
8-16-16

These terms apply to the Software and Software-based services described below that are licensed separately and provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

1. CareFusion Software Services. CareFusion provides certain Software and Software-based services ("CareFusion Software Services") to manage information used with (i) operating system software in hardware equipment supplied by CareFusion or other manufacturers ("Operating System Software"), and (ii) software and services provided by third parties ("Third-Party Software Services"). CareFusion Software Services are provided subject to the terms herein, the Master Agreement, and any applicable Customer Order Attachment.

2. Perpetual Use.

2.1. Perpetual License. CareFusion grants Customer a limited, perpetual, non-exclusive, non-transferable license for the CareFusion Software Services specified in the Customer Order. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the total license fees stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Services.

2.2. Maintenance Term. The initial term for maintenance services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Maintenance Term"). The Maintenance Term is non-cancellable. Unless otherwise stated in a Customer Order, the Maintenance Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted, and (ii) shall renew for additional one (1)-year period if Customer provides CareFusion a purchase order at least thirty (30) days prior to the expiration date.

2.3. Maintenance Fees. Customer will pay Software maintenance fees ("Maintenance Fees") as specified in the Customer Order which will entitle the customer to periodically released Enhancements (defined below) during the Maintenance Term. CareFusion will invoice Customer for installments of the Maintenance Fee on a recurring basis as specified in the Customer Order, commencing at the beginning of the Maintenance Term. CareFusion may, by notice delivered to Customer prior to the commencement of a subsequent Maintenance Term, increase the Maintenance Fee for such period. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then (i) Customer will promptly notify CareFusion and (ii) the Maintenance Fee for the specified CareFusion Software Service may increase on a pro-rata basis in accordance with the applicable CareFusion price catalog.

3. Subscription Use.

3.1. Subscription License. Subject to payment of the Subscription Fees (defined below) specified in the Customer Order, CareFusion grants Customer a limited, non-exclusive, non-transferable license for CareFusion Software Services specified in the Customer Order during the valid term of the contract.

3.2. Subscription Term. The initial term for subscription services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Subscription Term"). The Subscription Term is non-cancellable. Unless otherwise stated in a Customer Order, the Subscription Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted, and (ii) shall renew for additional one (1)-year period if Customer provides CareFusion a purchase order at least thirty (30) days prior to the expiration date.

3.3. Subscription Fees. Customer will pay a subscription fee ("Subscription Fee") as specified in the Customer Order which will entitle the customer to periodically released Enhancements (defined below) and delivery of applicable Software-related services during the Subscription Term. CareFusion will invoice the Customer for installments of the Subscription Fee on a recurring basis as specified in the Customer Order, commencing at the beginning of the Subscription Term. CareFusion may, by notice delivered to Customer prior to the commencement of any subsequent Subscription Term, increase the Subscription Fee for such period. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then (i) Customer will promptly notify CareFusion and (ii) the Subscription Fee for the specified CareFusion Software Service may increase on a pro-rata basis in accordance with the applicable CareFusion price catalog.

4. CareFusion Responsibilities. Subject to payments of applicable Maintenance Fees or Software Subscription Fees, Customer is entitled to the following support for the most recent version of the Software of the applicable CareFusion Software Service specified in the Customer Order for a period of one (1) year from release of the next version of the Software:

Schedule

CareFusion Software Services

4.1. Enhancements. If, pursuant to CareFusion's maintenance support program, CareFusion generally releases an update to the Software to support the CareFusion Software Services in order to enhance the security or operation of the Software (each an "Enhancement"), then CareFusion will provide the appropriate CareFusion personnel and resources to update the Software. The method of Enhancement delivery will be at the sole discretion of CareFusion. Enhancements will be Software pursuant to this Schedule and the applicable Customer Agreement. Customer will be responsible to ensure that the technical environment into which the Enhancement is delivered has sufficient resources and the Prerequisite Systems (defined below) to support the Enhancement.

4.2. Telephone-based Technical Support. CareFusion will provide telephone-based technical support to Customer during Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Time.

4.3. Error Correction. CareFusion will use commercially reasonable efforts to correct errors in the Software that materially affect the functionality of the Software.

4.4. Remote Access. Customer will provide CareFusion remote access to the Software installed at Customer facilities through CareFusion's remote access solution. CareFusion will use such access solely to provide the Service. If Customer discontinues the Service, Customer will allow CareFusion to access the Software solely for the purposes of disabling it.

5. Customer Responsibilities.

5.1. CareFusion Implementation Services. Customer will order from CareFusion any implementation services required to implement the CareFusion Software Services as specified in the applicable Customer Order, and will perform all of the Customer obligations specified in the applicable Customer Order Attachment related to the CareFusion implementation services.

5.2. Third-Party Licenses and Implementation Services. Customer will obtain from third-party vendors the applicable licenses and implementation services for Third-Party Software Services as required to establish appropriate technical software interfaces with CareFusion Software Services and Operating System Software.

5.3. Prerequisite CareFusion Systems. If the CareFusion Software Services ordered by Customer require prerequisite software or systems as set forth in applicable user guides or Customer Orders ("Prerequisite Systems"), then Customer will obtain all necessary licenses and software maintenance programs to support the current versions of the Prerequisite Systems.

5.4. Customer Technical Environment. Customer will maintain the technical environment specified by CareFusion in applicable user guides and provided during implementation to support the technical and functional workflow requirements for CareFusion Software Services in Customer's facilities.

5.5. Multi-Facility Maintenance Obligation. If Customer and its affiliates (or related entities and facilities with common CareFusion Software Services) have implemented CareFusion Software Services at multiple facilities or on shared servers operating the CareFusion Software Services, and if an affiliate, related entity or facility fails to renew or pay the applicable Maintenance Fee or Subscription Fee, then CareFusion reserves the right to withhold or cancel the CareFusion Software Services to be provided to that affiliate, related entity or facility.

Schedule Third Party Software

This Schedule governs Customer's access to and use of software or databases owned by a third party (collectively referred to as "Third Party Software"). Customer's right to use such Third Party Software, and the Products which contain them, is subject to compliance with the Master Agreement between the Parties and these terms. In the event of any conflict between these terms and those of any End User License Agreement that may be presented in electronic form during use of the Third Party Software, these terms shall take precedence.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL THIRD PARTY SOFTWARE

1.1 Ownership. Third Party Software is licensed, not sold, by CareFusion to Customer. All title and intellectual property rights in and to Third Party Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in Third Party Software, are and at all times shall remain, the sole and exclusive property of a third party and/or its affiliates ("Third Party"). Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties. Customer's possession, use, or access to Third Party Software does not transfer any ownership of Third Party Software nor any intellectual property rights to Customer. All rights not expressly granted under this Schedule are reserved by CareFusion or Third Party. Nothing contained in this Schedule shall be construed directly or indirectly to assign or grant to Customer any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of Third Party, or any ownership rights in or to the Third Party Software.

1.2 Use. Customer may use Third Party Software only in conjunction with Products and Services provided to Customer by CareFusion, and not as a stand-alone product. The license granted herein does not include a license to use the Third Party Software for development, testing or support purposes.

1.3 Copies. Except one (1) copy for back-up or archival purposes, which shall be erased in due course when no longer needed for business continuity purposes, or promptly upon the termination of the Master Agreement, Customer may not make any copies of Third Party Software for any purpose unless expressly authorized by CareFusion. Customer must erase or destroy all Third Party Software upon notice from CareFusion.

1.4 Restrictions. Except as permitted by applicable law, Customer shall not:

- (a) work around any technical limitations in Third Party Software;
- (b) reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive source code from the Third Party Software, in whole or in part (or in any instance where the law permits any such action, Customer shall provide CareFusion at least ninety (90) days advance written notice of its belief that such action is warranted and permitted, and shall provide CareFusion (in conjunction with Third Party) with an opportunity to evaluate if the law's requirements necessitate such action);
- (c) allow access or permit use of the Third Party Software by any user other than that permitted by CareFusion in Customer's license agreement with CareFusion;
- (d) modify or create derivative works based upon Third Party Software;
- (e) publish Third Party Software, or post any portion of it on public bulletin boards, websites, Internet domains, or online chat rooms;
- (f) sell, rent, lease, lend, license, sublicense or otherwise transfer, in whole or in part, Third Party Software or related documentation to any third party;
- (g) use Third Party Software in connection with, through or to an application service provider, or using other similar network hosting methods;
- (h) alter, remove or destroy and will take commercially reasonable steps to prevent the alteration, removal or destruction of, any Third Party copyright notice, trade secret or other proprietary rights notice from Third Party Software

Customer shall provide the same level of security for Third Party Software as it provides for its own products, but in no event less than reasonable care, to prevent third parties from performing such activities.

1.5 Internet-Based Services. Third Party Software may contain components that enable and facilitate the use of certain Internet-based services. Customer acknowledges and agrees that Third Party may automatically check the version of Third Party Software and/or its components that Customer is using and may provide upgrades or supplements to Third Party Software which may be automatically downloaded. No personally-identifiable information will be obtained through these services.

1.6 Warranties. **THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THIRD PARTY EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

Schedule Third Party Software

1.7 Liability Limitations. Customer agrees that, regardless of the form of any claim, CareFusion disclaims liability for damages, whether direct, consequential, special, punitive, indirect or incidental, for anything related to Third Party Software. This limitation also applies even if CareFusion should have been aware of the possibility of damages.

1.8 Termination. Without prejudice to any other rights, CareFusion may terminate this license to use Third Party Software if Customer fails to comply with the terms of this Schedule.

1.9 Export Restrictions. Third Party Software is subject to United States export laws and regulations. Customer must comply with all applicable domestic and international export laws and regulations, including (without limitation) restrictions on destinations, end users and end use.

1.10 U.S. Government Use. Third Party Software is a “commercial component” consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are defined in Title 48 of the Code of Federal Regulations. Any use of Third Party Software by the U.S. Government shall be subject to the terms of CareFusion’s applicable Government FSS agreement.

2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE ONLY TO LEXI-COMP LICENSED DATABASES

2.1 Limited Right to Print Articles. Customer may print out individual articles containing only insubstantial portions of the Lexi-Comp Licensed Databases (“Databases”) for Customer’s personal educational use as long as Customer includes a source reference to Lexi-Comp and its copyright notice.

2.2 Updates. If Customer has purchased a Pyxis MedStation™ 3000, 3500 or 4000 system, CareFusion shall provide quarterly updates to the Databases at no additional cost. Other Customers may contact Lexi-Comp directly to procure updated data sets. Customer is responsible for installing any updates.

2.3 Use of Professional Judgment. Customer should consult a variety of information sources before making any treatment decision. Customer should check the product information sheet accompanying each drug or medication to verify conditions of use, and should identify any changes in dosage schedule or contraindications. Information in the Databases is not a substitute for individual patient assessment based upon Customer’s examination of each patient and consideration of laboratory data and other factors unique to the patient. Customer bears full responsibility for the appropriate use of the information contained in the Databases.

Schedule Alaris® Products Partnership Warranty Repair Program

These terms apply to the Partnership Warranty Repair Program described below provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

1. **Program; Qualifying Equipment.** Customer may perform repair services for Qualifying Equipment. “Qualifying Equipment” means each Alaris® PC Unit, Pump Module, SpO2 Module, Syringe Module, PCA Module, and EtCO2 Module identified in a Customer Order as part of the Partnership Warranty Repair Program.
2. **Conditional Extension of Limited Warranty.** If the Limited Warranty Extension is included in a Customer Order, then the period of the Limited Warranty applicable to each unit of Qualifying Equipment will be extended for one additional year for that unit of Qualifying Equipment. Except for upgrades to Alaris PC Unit 8015, the conditional extension of Limited Warranty will apply only to the initial purchase of Qualifying Equipment.
3. **Training.** CareFusion will permit two Customer representatives to attend a regularly-scheduled training seminar regarding the repair of Qualifying Equipment (“Training”). CareFusion will not provide or reimburse Customer for any out-of-pocket expenses, including the cost of any transportation, lodging, meals or other expenses related to Customer’s participation in the Training. Customer will attend Training before the expiration of the Partnership Warranty Repair Program. “Trained Personnel” means Customer representatives that have completed the Training or the training workshop for biomedical engineers pursuant to the SmartService® New Customer Implementation Timeline.
4. **Warranty Repair Assessment.** If a unit of Qualifying Equipment requires a warranty repair pursuant to the Limited Warranty applicable to that unit (each, a “Warranty Repair Unit”), then Customer’s Trained Personnel will determine whether the Warranty Repair Unit can be repaired through repair services: (i) using only Customer-Repairable Parts (defined below); and (ii) that are performed consistent with the Training and CareFusion’s then-current technical manuals, technical bulletins, and DFU for the Warranty Repair Unit (collectively, “Customer-Performed Warranty Repair Service”).
5. **Customer-Performed Warranty Repair Service.** If a Warranty Repair Unit can be repaired through Customer-Performed Warranty Repair Service, then: (i) Customer will contact CareFusion Customer Service at (888) 876-4287 to order the Customer-Repairable Part(s) necessary to repair that Warranty Repair Unit (“Required Warranty Parts”); (ii) CareFusion will promptly deliver the Required Warranty Parts to Customer; and (iii) Customer will perform the repair services required by the Limited Warranty for that Warranty Repair Unit.
6. **CareFusion-Performed Warranty Repair Service.** If a Warranty Repair Unit cannot be repaired through Customer-Performed Warranty Repair Service, then Customer will obtain a Returned Goods Authorization number from CareFusion for the Warranty Repair Unit and deliver the Warranty Repair Unit freight paid to CareFusion at 10020 Pacific Mesa Boulevard, San Diego, CA 92121. CareFusion will perform repair services required by the Limited Warranty and will deliver repaired Warranty Repair Units freight paid to Customer’s facility. If Customer returns a Warranty Repair Unit to CareFusion for repairs which Customer is authorized to perform through Customer-Performed Warranty Repair Service, then CareFusion will charge Customer for the repair.
7. **Starter Kit; Return; Inspection.** CareFusion will initially provide Customer a starter kit of Customer-Repairable Parts, as defined below. Customer will use any Customer-Repairable Part solely to perform Customer-Performed Warranty Repair Service. At CareFusion’s request, Customer will deliver the corresponding defective part to CareFusion within 30 days after Customer orders or uses a Customer-Repairable Part, and will provide CareFusion the serial number(s) for any Warranty Repair Unit for which Customer is requesting Customer-Repairable Parts. Customer will, upon notice by CareFusion and during Customer’s regular business hours, permit CareFusion to inspect: (i) Customer’s records related to Customer-Repairable Parts requested by Customer; or (ii) any Warranty Repair Unit for which Customer is requesting or has requested Customer-Repairable Parts.

Schedule
Alaris® Products
Partnership Warranty Repair Program

8. Customer-Repairable Parts. “Customer-Repairable Parts” means the parts listed in the table below for each type of Qualifying Equipment:

Alaris PC Unit (8015*/8500) <ul style="list-style-type: none"> • Speakers • Battery harness • Gaskets • Handle/kit • IUI connectors* • AC filter • RS-232 board • IUI circuit boards • Latch kit* • Labels / general hardware • Switching power supply 	Alaris Pump Module <ul style="list-style-type: none"> • Door assembly / latch & components / lighthouse • Display board • Display board cable • Seals • IUI connectors • IUI latch • Module: (AIL, door, rotation & flow stop) sensors • Mechanism membrane • Hardware / fasteners 		
Alaris SpO₂ Module <ul style="list-style-type: none"> • IUI connectors • Backlight LED assembly • Latch kit • Logo labels • Speaker 	Alaris Syringe Module <ul style="list-style-type: none"> • IUI connectors • Latch kit • Syringe sizer components • Flex cable retainer 	Alaris PCA Module <ul style="list-style-type: none"> • IUI connectors • Latch kit components • Syringe sizer components • Flex cable retainer 	Alaris EtCO₂ Module <ul style="list-style-type: none"> • IUI connectors • Latch kit

* If Customer is converting whole house from Alaris PC Unit (8000) to Alaris PC Unit (8015), then the following limitations apply:

- (1) IUI connector (right) – limited to a total quantity of Qualifying Equipment times 2.8%;
- (2) IUI connector (left) -- limited to a total quantity of Qualifying Equipment times 2%; and
- (3) Latch kit -- limited to a total quantity of Qualifying Equipment times 0.5%.

An annual shipment will be made for each year of the Partnership Warranty Repair Program. Any additional parts are available for purchase.



Schedule Alaris® Products Post-Warranty Partnership Program

These terms apply to the Post-Warranty Partnership Repair services provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties for any Unit of Qualifying Equipment which Customer is authorized to repair through Customer-Performed Repair Service (as defined below), and which Customer returns to CareFusion for repairs.

- 1. Qualifying Equipment.** “Qualifying Equipment” means each Alaris® PC Unit, Alaris Pump Module, Alaris SPO₂ Module, Alaris Syringe Module, Alaris PCA Module and Alaris EtCO₂ Module identified at Customer’s facility. All devices at the facility must be covered under this Post-Warranty Partnership program to qualify.
- 2. Repair Term.** The “Repair Term” will commence on the Effective Date of this Schedule and will continue for the number of months stated above.
- 3. Payment.** Customer will pay the Total Annual Repair Fee stated in the table set forth in the applicable Customer Order in advance for each annual period during the Repair Term.
- 4. External Cause.** “External Cause” means abuse, misuse, vandalism, modification, alteration, unauthorized adjustment, unauthorized repair, equipment not installed by CareFusion, a computer virus introduced to the Equipment by a source other than CareFusion, or any other cause external to the Qualifying Equipment other than by or on behalf of CareFusion.
- 5. Customer-Repairable Parts.** “Customer-Repairable Parts” means the parts listed in the following table for each type of Qualifying Equipment, which is subject to change. CareFusion will provide a starter kit of Customer-Repairable Parts to Customer prior to implementation of Qualifying Equipment.

CUSTOMER-REPAIRABLE PARTS

ALARIS PC UNIT (8015)		ALARIS PUMP MODULE	
Speakers Battery harness Gaskets Handle/kit IUI connectors AC filter	RS-232 board IUI circuit boards Latch kit Labels / general hardware Switching power supply	Door assembly / latch & components / lighthouse Display board Display board cable Seals IUI connectors	IUI latch Module: (AIL, door, rotation & flow stop) sensors Mechanism membrane Hardware / fasteners
ALARIS SPO ₂ MODULE	ALARIS SYRINGE MODULE	ALARIS PCA MODULE	ALARIS EtCO ₂ MODULE
IUI connectors Backlight LED assembly Latch kit Logo labels Speakers	IUI connectors Latch kit Syringe sizer components Flex cable retainer	IUI connectors Latch kit Syringe sizer components Flex cable retainer	IUI connectors Latch kit

Schedule
Alaris® Products
Post-Warranty Partnership Program

6. **Repair Assessment.** If a unit of Qualifying Equipment requires a repair (“Unit”), then Customer’s Trained Personnel will determine whether the Unit can be repaired through repair services: (i) using Customer-Repairable Parts only; and (ii) that are performed consistent with the Training and CareFusion’s then-current technical manuals, technical bulletins, and DFU for the Unit (collectively, “Customer-Performed Repair Service”).
7. **Customer-Performed Repair Service.** If a Unit can be repaired through Customer-Performed Repair Service, then: (i) Customer will contact CareFusion Customer Service at (888) 876-4287 to order the Customer-Repairable Part(s) necessary to repair that Unit (“Required Parts”); (ii) CareFusion will promptly deliver the Required Parts to Customer; and (iii) Customer will perform the required repair services.
8. **CareFusion-Performed Repair Service.** If the Unit cannot be repaired through Customer-Performed Repair Service, then Customer will obtain a Returned Goods Authorization number from CareFusion for the Unit and deliver the Unit freight prepaid to CareFusion at 10020 Pacific Mesa Boulevard, San Diego, CA 92121. CareFusion will perform repair services as required by the Partnership Program and will deliver repaired Units freight prepaid to Customer’s facility. If the repair is a result of an External Cause, or if Customer returns a Unit to CareFusion for repairs which Customer is authorized to perform through Customer-Performed Repair Service, Customer will be charged the Unit Repair Fee set forth in the table set forth in the applicable Customer Order.
9. **Order reviews; Termination.** Customer-Repairable Parts ordered by Customer are intended for the short-term repair needs of Qualifying Equipment in Customer’s possession, excluding rental devices. CareFusion will monitor Customer’s parts ordering activity and assist Customer as needed to ensure that any increase in such activity is not the result of other issues, including but not limited to External Causes. CareFusion reserves the right to terminate the Repair Term if CareFusion determines, in its sole discretion, that Customer has ordered parts for other than short-term repair needs. In the event of such termination, CareFusion will return to Customer any amounts prepaid by Customer pro-rated for the remaining Repair Term.
10. **No Resale of Parts.** Customer will not resell any Customer-Repairable Parts. If such resale occurs, then CareFusion may immediately terminate the Repair Term. Without prejudice to any other remedies which CareFusion may have, CareFusion will invoice Customer at then-current prices for all parts provided during the Repair Term. Invoice amounts will be due and payable upon receipt of invoice by Customer.
11. **Return; Inspection.** Customer will use each Customer-Repairable Part solely to perform Customer-Performed Repair Service. At CareFusion’s request, Customer will deliver the corresponding defective part to CareFusion within 30 days after Customer orders or uses a Customer-Repairable Part, and will provide CareFusion the serial number for any Unit for which Customer is requesting Customer-Repairable Parts. Customer will, upon notice by CareFusion and during Customer’s regular business hours, permit CareFusion to inspect Customer’s records related to: (i) any Customer-Repairable Part; or (ii) any Unit for which Customer is requesting or has requested a Customer-Repairable Part.
12. **Limited Warranty.** For a period of 90 days from the date that CareFusion delivers repaired Units to Customer (“Repaired Equipment”), the Repaired Equipment will perform in accordance with the material specifications of the Repaired Equipment’s DFU (the “Limited Warranty”). If, because of a defect in workmanship or material, the Repaired Equipment fails to perform in accordance with the Limited Warranty, then, as Customer’s sole remedy, CareFusion will promptly repair or replace, at CareFusion’s option, the Repaired Equipment or any part thereof. **EXCEPT FOR THE LIMITED WARRANTY STATED IN THIS SECTION, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERFORMANCE**



The terms of this Alaris® Products Plastic Replacement Program Schedule (the "Schedule") apply to CareFusion's Replacement of certain plastic parts used on Products purchased by Customer pursuant to applicable Customer Agreements between the Parties.

1. **Covered Parts.** The following CareFusion plastic parts are eligible for Replacement under the terms of this Schedule (the "Covered Parts"):

Part Number	Description
TC10008580	PC Unit (8015) Front Case
TC10007593	PC Unit (8015LS) Front Case
10016035	PC Unit (8015) Rear Case Assembly
10013325	LVP Module (8100) Rear Case
49000204	LVP Module (8100) Bezel Kit Assembly
10013671	Syringe Module (8110) Rear Case Kit
10013911	Syringe Module (8110) Front Cover
147795-001	Syringe Module (8110) Left Handle
147796-001	Syringe Module (8110) Right Handle
10013531	PCA Module (8120) Front Case
10013672	PCA Module (8120) Rear Case Kit
TC10006455	PCA Module (8120) Front Door
TC10003262	PCA Module (8120) Left Handle
TC10003263	PCA Module (8120) Right Handle

Part numbers are subject to change without notice. Additionally, CareFusion reserves the right to modify this list of Covered Parts upon ninety (90) days written notice to Customer.

2. **Replacement; No Duty to Repair.** For purposes of clarification, the term "Replacement" as used in this Schedule shall mean only the supply of Covered Parts by CareFusion to Customer. Nothing in this Schedule will require CareFusion to provide any labor for the physical replacement of Covered Parts on Customers Products besides shipping the Covered Parts. Additionally, and for purposes of clarification, CareFusion will only supply Covered Parts under the terms of this Schedule. CareFusion is under no obligation to repair any Covered Part under the terms of this Schedule.
3. **Exclusions.** CareFusion will not Replace any Covered Part per this Schedule that: (i) is new, unused, or shows only minimal signs of wear and tear; (ii) has been modified or altered, except by CareFusion; (iii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; or (iv) has been subjected to abnormally high levels of physical, chemical or electrical stress, misuse, abuse, negligence or accidents.
4. **Request for Replacement.** If during the Term (defined below) Customer wishes to request a Replacement for a Covered Part per the terms of this Schedule, Customer will contact CareFusion at the phone number listed below and provide CareFusion with all requested information, including but not limited to sending CareFusion a sample of Covered Parts to be Replaced for CareFusion's inspection. CareFusion reserves the right to reject any Customer request for a Replacement of a Covered Part if, in CareFusion's sole determination, the request meets any of the exclusion criteria defined in Section 2 above.
5. **Return or Destruction of Replaced Covered Parts.** CareFusion reserves the right to require Customer to either: (i) return all replaced Covered Parts to CareFusion or (ii) destroy all replaced Covered Parts. If CareFusion requests that Customer destroy the replaced Covered Parts, Customer will destroy each unit of replaced Covered Part in accordance with applicable laws, including privacy and environmental regulations. Once destroyed, Customer will complete a CareFusion Certificate of Destruction and return the certificate to CareFusion for its records.
6. **Enrollment and Term.** The term of this Schedule shall be sixty (60) months, commencing thirty (30) days after the date of shipment of Customer's initial purchase of the Alaris System per the terms of the Master Agreement (the "Term"). For the initial purchase of the Alaris System by Customer per the Master Agreement, each PC Unit, Pump Module, Syringe Module and PCA Module in such initial purchase will be automatically enrolled in the Plastics Replacement Program for the Term. If additional Products are subsequently purchased by Customer per the Master Agreement during the Term, the coverage period for all



Schedule Alaris® Products Plastics Replacement Program

Products purchased under the Master Agreement by Customer (i.e., PC Unit, Pump Module, Syringe Module or PCA Module) will be extended on a weighted, prorated basis to cover the combined inventory of both previous and subsequent orders.

For example, if the initial shipment of Products includes 100 PC Units and 150 Pump Modules, and a subsequent order follows two years (24 months) into the initial five-year (60-month) coverage period for 20 PC Units and 50 Pump Modules, then the coverage periods will be revised and extended as follows:

PC Units (120 total): $((100 \text{ initial PC Units} \times 36 \text{ months remaining in the initial coverage period}) + (20 \text{ new PC Units} \times 60 \text{ months})) / 120 \text{ PC Units}$
= 40 months remaining in coverage period for all 120 PC Units

Pump Modules (200 total): $((150 \text{ initial Pump Modules} \times 36 \text{ months remaining in the initial coverage period}) + (50 \text{ new Pump Modules} \times 60 \text{ months})) / 200 \text{ Pump Modules}$
= 42 months remaining in coverage period for all 200 Pump Modules

This Schedule may only renew upon written agreement of the Parties.

7. **No Orders From Third Party Managers.** Customer is the sole entity that may order replacement Covered Parts under the Plastics Replacement Program. If Customer contracts with a third party to provide repair services for the Products (a "Third Party Manager"), Third Party Manager may not order replacement Covered Parts under the Plastics Replacement Program on Customer's behalf. CareFusion will not accept or process such orders from Third Party Managers. Additionally, CareFusion will only ship replacement Covered Parts ordered by Customer under the Plastics Replacement Program to Customer's facilities and will not ship to any other location.
8. **Support.** Customer may make all requests for replacement Covered Parts by calling 800.482.4822. Customer may obtain information and assistance with the Plastics Replacement Program, via email addressed to DL-CFN-InfusionRepairServices@carefusion.com.



Schedule Alaris® Products

Software Management Services for the Alaris System

These terms apply to the Software Management Services for the Alaris System described below ("Services") provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

1. **Term.** The initial term for the Services applicable to each type of Software will be the period as stated in the Customer Order, ("Software Management Services Term"). The Software Management Services Term for each type of Software is non-cancellable and will begin on the date that CareFusion delivers the Software to Customer, unless a different starting period is specified in the Customer Order. The Software Management Service Term shall renew for additional one (1)-year period if Customer provides CareFusion a purchase order at least thirty (30) days prior to the expiration date.

2. **Software.** "PC Unit Software" means Guardrails Point-of-Care Software for PC Units. "Module Software" means Guardrails Point-of-Care Software for Modules. "PC-based Software" means Guardrails Editor, Guardrails CQI Reporter, and Alaris System Maintenance Software. "Equipment-based Software" means PC Unit Software and Module Software. "Software" means all Equipment-based Software, PC-based Software and Alaris Systems Manager software identified in a Customer Order.

3. **Fees.** Customer will pay an annual fee for each type of Software (the "Software Management Services Fee"), payable in monthly installments, during the Software Management Services Term. The Software Management Services Fee for the initial Software Management Services Term will be the Total Software Management Services Fee stated in the Customer Order. CareFusion may, by notice delivered to Customer prior to the commencement of a subsequent period, increase the Software Management Services Fee for that period by no more than five percent (5%) of the then-current Software Management Services Fee. If Customer and its affiliates (or related entities and facilities with common Software) have installed Software at multiple facilities or on shared servers operating the Software, and any such affiliate, related entity or facility fails to renew or pay for Software Management Services Fees, then CareFusion reserves the right to withhold or cancel the Services to be provided to Customer or its affiliates, related entities or facilities.

4. **Software Management Services for the Alaris System.** CareFusion shall offer to Customer various service level categories ("Service Categories"), as defined below, based on Customer eligibility. The Software Management Services for the Alaris System includes Enhancements (defined below) to the Software. During the Management Services Term for a type of Software, CareFusion will provide to Customer the Services stated in this Section only for (a) the most recent version of the Guardrails Suite MX Software and the Alaris Systems Manager software and (b) the immediately-preceding version of the Guardrails Suite MX Software (unless more than two (2) versions of the Guardrails Suite MX Software are released within the last twelve (12)-month period, in which case CareFusion will provide support for all Software versions of the Guardrails Suite MX software released within such period).

Level One. The following services are provided to the Customer locations as identified in the Customer Order:

Software Management Services for the Alaris System

1. **Enhancements.** If, pursuant to CareFusion's Software Management Services for Alaris System program, CareFusion generally releases an update to the Software to enhance the security or operation of the Software (each, an "Enhancement"), then:
 - (a) CareFusion will deliver the Enhancement to Customer in machine-readable form along with instructions to assist Customer to install the Enhancement. Enhancements will be Software pursuant to the applicable Schedule for the license of Software.
 - (b) As applicable, CareFusion will install each Enhancement remotely through CareFusion's remote access solution.
 - (c) Customer will install each Enhancement on each device within a reasonable period after CareFusion delivers the Enhancement. If there are no Enhancements during the then-current Software Management Services Term, then CareFusion will not perform any technical service on site visit.
2. **Technical Telephone Support.** Monday through Friday, between 6:00 a.m. and 5:00 p.m. Pacific Time, CareFusion will provide technical telephone support to Customer regarding the operation of and potential errors in the Software.
3. **Error Correction.** CareFusion will use commercially reasonable efforts to correct errors in the Software that materially affect the functionality of the Software.
4. **Webcast Refresher Training.** During the Software Management Services Term, Customer will also have access to monthly refresher webcast training for:
 - (a) Guardrails® CQI Reporter; and
 - (b) Guardrails® Editor.
5. **Internet Training.** CareFusion will provide continued access to CareFusion's Internet training site.

Level Two. In addition to Level One services, the following services are provided to the Customer locations as identified in the Customer Order:

1. **Pharmacy and Alaris System Data Support.** CareFusion will provide pharmacy support and Clinical Infusion Data Consultants support by telephone or email Monday through Friday, between 6:00 a.m. and 5:00 p.m. Pacific Time for questions related to the use and operation of the Software. Calls to the Clinical Infusion Data Consultants can assist with the interpretation, review and consulting of data. Calls should be under 30 minutes.
2. **Technical Support.** If an Enhancement requires a change to the Alaris System embedded software, then one-time during each annual period during the Software Management Services Term, CareFusion will perform one on-site technical services visit for up to eight business hours for each 200 Licensed Units (rounded to the nearest 200 units) to: (a) install the latest version of the Software; (b) download CQI data; and (c) upload Customer's Customized Data Set onto the Licensed Units. This service applies to all units but service will be performed at the designated locations identified in the Customer Order.
3. **Clinical Training.** One time during each annual period during the Software Management Services Term, and upon six (6) weeks written notice from Customer to CareFusion, CareFusion will provide one eight-hour day of on-site clinical consulting (one consultant) for each 500 PC Units (minimum of one day). Training days must be used consecutively. The services provided by the Clinical Consultant are designed to meet hospital's needs. Services can include practice reinforcement, compliance rounds and/or enforce hospital best infusion practices through education CareFusion will provide access to CareFusion's Internet training site to provide monthly web-based clinical education seminars.
4. **Knowledge Portal for infusion technologies:** CareFusion will provide Customer with the following during the Software Management Services Term:
 - (a) **Online Portal.** Access to an on-demand, web-based software tool that will provide retrospective data stored in applicable Products.
 - (b) **Training.** Training consisting of completion of computer based training module (self study) and attendance to web training sessions (group study).
 - (c) **Documentation.** A user guide will be provided in an electronic format within the Online Portal
 - (d) **User Codes or Passwords.** Customer agrees that its individual user codes and passwords will be used only by Customer and its authorized employees. Customer is responsible for maintaining the confidentiality of the user codes, and agrees not to provide them to any third party. Customer agrees to notify CareFusion immediately through the Technical Service

Software Management Services for the Alaris System

Center in the event of loss or theft of its user codes or passwords, or if it believes the confidentiality of its user codes or passwords has been compromised in any way, or in the event it learns about a possible or actual unauthorized user of the site with its user codes. CareFusion reserves the right to revoke user codes at any time without prior notice upon its reasonable belief of a security violation.

Level Three. In addition to Level One and Level Two services, the following services are provided to the Customer locations as identified in the Customer Order:

1. **Alaris System Data Workshop.** One time during each annual period during the Software Management Services Term, CareFusion will pay the tuition for up to two Customer representatives to attend a CareFusion Alaris System Data Workshop.
2. **Infusion Analytics Service.** CareFusion will provide Customer with the following during the Software Management Services Term:
 - (a) **Information on Alaris System Usage.** Customer will be provided quarterly analytics in a .pdf document ("Report") which may be accessed from the Document Delivery Site. "Document Delivery Site" means a secure transfer site requiring a user name and password.
 - (b) The Report will include the following analytics:
 - (i) executive summary of key findings;
 - (ii) detailed reports and a report guide; and
 - (iii) review of drugs with highest potential for harm.
 - (c) **Training.** If requested one telephone call per quarter to review each Report with the CareFusion analyst(s) involved in the preparation of the Report. Key findings and observations throughout the Report will be highlighted and explained to Customer.
 - (d) **Documentation.** A user guide detailing the use of the Document Delivery Site as well as a Report guide which includes definitions of each metric used in the analytics. Customer may use the Document Delivery Site to access up to two years of Reports.
5. **Hospital Expansion.** If the number of beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the Total Fee stated in the Customer Order on a pro rata basis for the Software. The increase in the Software Management Services Fee for the add-on hospital beds purchased during the current Software Management Services Term becomes due and payable upon invoice to Customer for the next Software Management Services Term.

Schedule Alaris® Products Integrated Solutions Maintenance and Support

These terms apply to the Integrated Solutions Maintenance and Support described below (“Services”) provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

1. **Term.** The initial term for the Services applicable to each type of Integrated Solutions Software (“Software”) will be the period as stated in the Customer Order, (“Integrated Solutions Maintenance and Support Term”). The Integrated Solutions Maintenance and Support Term for the Software will begin on the date on which the first Software product is implemented at Customer’s facility, unless a different starting period is specified in the Customer Order. The Integrated Solutions Maintenance and Support Term shall renew for additional twelve (12) month periods if Customer delivers a purchase order to CareFusion for the Integrated Solutions Maintenance and Support Fee prior to the conclusion of the then-current Integrated Solutions Maintenance and Support Term.
2. **Software.** For purposes of this Schedule, “Software” is defined as all CareFusion owned software (e.g., application software, embedded and/or integrated software, interface software, custom drivers) related to the Integrated Solutions that are identified in a Customer Order.
3. **Fees.** Customer will pay an annual maintenance fee for Software (the “Integrated Solutions Maintenance and Support Fee”), payable in monthly installments, during the Integrated Solutions Maintenance and Support Term. The Integrated Solutions Maintenance and Support Fee for the initial Integrated Solutions Maintenance and Support Term will be the total Integrated Solutions Maintenance and Support Fee stated in the Customer Order. CareFusion may, by notice delivered to Customer prior to the commencement of a subsequent period, increase the Integrated Solutions Maintenance and Support Fee for that period by no more than five percent (5%) of the then-current Integrated Solutions Maintenance and Support Fee. If Customer and its affiliates (or related entities and facilities with common Software) have installed Software at multiple facilities or on shared servers operating the Software, and any such affiliate, related entity or facility fails to renew or pay for the Integrated Solutions Maintenance and Support Fee, then CareFusion reserves the right to withhold or cancel the Services to be provided to Customer or its affiliates, related entities or facilities.
4. **Integrated Solutions Maintenance and Support.** The Integrated Solutions Maintenance and Support includes Enhancements (defined below) to the Software. During the Integrated Solutions Maintenance and Support Term for a type of Software, CareFusion will provide to Customer the Services stated in this Section only if Customer has installed the most recent version of Software or the immediately preceding version of Software available.

The following Services are provided to the Customer locations as identified in the Customer Order:

- a. **Enhancements.** If, pursuant to CareFusion’s Integrated Solutions Maintenance and Support program, CareFusion generally releases an update to the Software to enhance the security or operation of the Software (each, an “Enhancement”), then:
 - i. At Customer’s expense, Customer shall provide internet access via Secure Socket Layer (Port 443 or other port as needed) and any required equipment;
 - ii. Customer shall provide CareFusion remote access to the Software through CareFusion’s remote access solution. CareFusion shall use such access to provide, but not limited to the Enhancement to Customer;
 - iii. If CareFusion generally releases an Enhancement, then Customer must, at its own expense, ensure the environment into which an Enhancement shall be delivered is sufficiently resourced to support an Enhancement; and,
 - iv. Customer will install each Enhancement within a reasonable period after CareFusion delivers the Enhancement. If there are no Enhancements during the then-current Integrated Solutions Maintenance and Support Term, then CareFusion will not perform any remote technical installation.
- b. **Technical Support.** CareFusion will provide technical support to Customer as defined below. This Service Level Agreement (“SLA”) defines the services provided by the technical support team. In addition, the SLA outlines CareFusion support responsibilities including Customer commitments, support service level requirements, key performance indicators, and common understanding of the process.
 - i. **Roles and Responsibilities.** CareFusion and Customer each have important roles and responsibilities to ensure support issues/requests are identified, prioritized, diagnosed, and resolved efficiently and effectively. The following roles, responsibilities, and commitments are listed:

Schedule Alaris® Products Integrated Solutions Maintenance and Support

1. CareFusion Commitments:

- a. Follows established processes and adheres to SLAs;
- b. Acknowledges support request and provides a severity level;
- c. Reasonably cooperates with Customer to resolve reported issues, complaints, requests, questions, or enhancement requests;
- d. Keeps Customer reasonably informed of the progress of each logged issue/request;
- e. Notifies Customer when a case is closed;
- f. Escalates to CareFusion leadership as appropriate;
- g. Adheres to the CareFusion HIPPA and HITECH policies and procedures; including reasonable and appropriate safeguards to protect the privacy of PHI and/or e-PHI; and,
- h. Adheres to Customer access policies.

2. Customer Commitments:

- a. Calls the toll free support number 24/7 at (866) 488-1408 in a timely manner;
- b. Provides the appropriate remote access or grants access to the analyst to aid in troubleshooting;
- c. Reviews this agreement with appropriate hospital support desk manager and applicable program manager during hand over;
- d. Provides CareFusion designated hospital contacts including, hospital help desk contact numbers, and email addresses;
- e. Provides escalation contact numbers and emails;
- f. Conducts initial internal analysis and troubleshooting; and,
- g. Provides timely information when requested to assist in troubleshooting.

ii. **Issue Severity Levels.** All issues are categorized into one (1) of the four (4) categories listed in Table 1 below:

Table 1

Severity Level	Description/Examples
1 – Urgent Priority	<p>The system is not available, affecting all users of the site, and there is no workaround available. Customer cannot continue using the Software until the problem is resolved.</p> <p>Examples:</p> <ul style="list-style-type: none"> • CareFusion Coordination Engine (“CCE”) is down or crashed. Not sending orders or other issues. • Infrastructure issues such as connectivity and network. • EMR issues preventing timely bi-directional information and/or orders from crossing. • Interface configuration changes either by EMR or CareFusion. • SQL database issues for CCE (remote database connections). • Hospital disk input/output (“I/O”) issues. • Virtual Machine (“VM”) issues.
2 – High Priority	<p>Significant disruption of work with moderate to low business impact. This is a problem that affects some users of the site. There is a one-time or recurring workaround to avoid the problem, but it is not a desirable long term solution.</p>

Schedule Alaris® Products Integrated Solutions Maintenance and Support

	Examples: <ul style="list-style-type: none"> • Not able to send CQI data to the pumps due to a software issue (Guardrails). • Infusion pump embedded software issue.
3 – Medium Priority	A minor problem that does not significantly impact functionality or a general question about CareFusion's system configuration or reporting request. Examples: <ul style="list-style-type: none"> • Pump needs to be manually programmed without interoperability. This would require the clinician to update the EMR with start/stop times, document I/O's, etc.
4 – Low Priority	This priority is assigned to issues that are general information requests, how-to and documentation.

iii. **Technical Support Availability.** Customer support is available per Table 2 below:

Table 2

Error Type	Severity	Initial Response	Workaround
Failure – The error relates to the complete failure of the system or Software and prevents its use.	Urgent	15 – 30 minutes	4 hours – Workaround will be provided within 4 hours when the following condition is met: <ul style="list-style-type: none"> • Third-party escalation point identified and fully engaged in resolution process.
Critical Function – The error (i) adversely affects the operation or use of the Software or (ii) creates a significant loss of functionality in the daily operation of a single module of the Software and in which case for either (i) or (ii) produces inaccurate information used in the direct delivery of patient care.	High	1 hour	8 hours – Workaround will be provided within 8 hours when the following condition is met: <ul style="list-style-type: none"> • Third-party escalation point identified and fully engaged in resolution process.
Major Function – The error (i) adversely affects the operation or use of the Software or (ii) creates a significant loss of functionality in the daily operation of a single module of the Software and in which case for either (i) or (ii) does not produce inaccurate information used in the direct delivery of patient care.	High	Within 2 hours (during regular business hours)	2 days
Performance – The error significantly impairs the performance of the Software, but does not prevent the use of the Software.	Medium	Within 4 hours (during regular business hours)	5 days
Minor – The error creates a loss of functionality or impairs performance in the daily operation of a single module of the Software but does not produce inaccurate information used in the direct delivery of patient care.	Low	24 hours	30 days

iv. **Customer-initiated Escalation.** If a Customer feels that an issue is not moving forward in an appropriate timeframe to closure, and or an issue requires managerial attention, for immediate escalation, Customer can initiate the escalation at the manager level, followed by the director level, followed by the vice president level.

Schedule Alaris® Products

Integrated Solutions Maintenance and Support

- c. **Error Correction.** CareFusion will use commercially reasonable efforts to correct errors in the Software that materially affect the functionality of the Software.
- d. **Pharmacy and Clinical Consultant Support.** CareFusion will provide pharmacy and clinical consultant support via email only for questions related to the use and day-to-day operation of implemented Software. Emails will be responded to within two (2) business days of the request. Complaints, issues, or urgent questions should be directed to technical support or customer advocacy for immediate support (see Table 2).
- e. **Project Management.** Customer will be provided remote project management support for the purposes of managing project tasks and deliverables for Software Enhancements during each annual period during the Integrated Solutions Maintenance and Support Term. This service will require six (6) weeks written notice from Customer to CareFusion and should not exceed twenty (20) hours in duration. Any unused project management hours at the end of each annual period of the Integrated Solutions Maintenance and Support Term shall expire and not transfer to future annual periods.
- f. **Monthly Training Call.** During the Integrated Solutions Maintenance and Support Term, Customer will have access to monthly webinars with clinical peers to discuss best practices on utilizing Software. Access to webinars will be available through CareFusion's internet training site.

Hospital Expansion. If the number of beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the Integrated Solutions Maintenance and Support Fee stated in the Customer Order on a pro rata basis for the Software. The increase in the Integrated Solutions Maintenance and Support Fee for the add-on hospital beds purchased during the current Integrated Solutions Maintenance and Support Term becomes due and payable upon invoice to Customer for the next Integrated Solutions Maintenance and Support Term.

**Implementation Timeline - Alaris® System**Customer/Facility Name: Natividad Medical Center

Master Agreement Date: _____

Implementation Timeline Date: August 4, 2016

This Implementation Timeline applies to the Alaris® Products listed in the applicable Customer Order or in the applicable Products Agreement pursuant to the terms and conditions stated in the applicable Master Agreement. CareFusion and Customer (each, a "Party") shall use commercially reasonable efforts to complete the Implementation Activities described below for each Implementation Stage on or before the applicable Stage Completion Date.

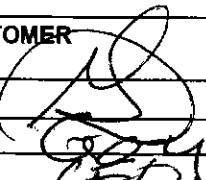
Implementation Stage	Implementation Activities	Activity Completion Date	Stage Completion Date
Planning	The Planning Stage includes activity required to prepare Customer's personnel and the facility for the installation.		10/14/16
	Kick-Off Meeting	9/13/16	
	Clinical Workflow Analysis/IV Disposables Assessment	9/13/16	
	Pharmacy Guardrails® Software Education	TBD	
	Server Installation	10/3/16	
	Data Set Review Meeting	9/28/16	
	Pharmacy Confirmation of Services	10/10/16	
	Delivery of the Alaris® System	10/7/16	
	Device check-in and technical training	10/10/16	
Execution	The Execution Stage includes the remaining activities necessary to bring the Alaris® System to a "Live" state.		10/28/16
	Alaris® System End User Education Planned Start Date	10/16/16	
	Go-Live	10/25/16	
	Customer signs the Confirmation Form	10/28/16	

Number of Nurses to be Trained: 500Number of Days of Training: 7 daysClass Length: 1.5-2.5 hrs

Each Party represents that he/she intends to and has the authority to bind his/her respective Party to this Implementation Timeline. CareFusion is holding resources to apply to this installation. After the expiration date, CareFusion and the Customer must reconfirm a mutually acceptable timeline for Go-Live. Implementation activities will not commence nor products ship before this Implementation Timeline is processed with an executed Customer Order. This must occur prior to the expiration date listed below.

Implementation Timeline is valid if agreed to on or before: 29-Aug-16

(Expiration Date)

CUSTOMER	CareFusion Solutions, LLC
Sign: 	Sign: <i>Diane Blocher</i>
Print: <i>Diane Blocher</i>	Print: Diane Blocher
Title: <i>Project Manager</i>	Title: Project Manager
Date: <i>8/3/16</i>	Date: Aug 4, 2016

Quotation: 1000078815

NATIVIDAD MEDICAL CENTER

Quote Date: August 3, 2016

Pricing stated is offered by CareFusion for acceptance by NATIVIDAD MEDICAL CENTER until August 29, 2016

Laura Gilfillan 415.275.4411

LAURA.GILFILLAN@CAREFUSION.COM

GPO: MEDASSETS PH00590 INFUSION CE BASE

Customer Order



CareFusion

Infusion Integrated Solutions

Product Description	Extended Price
Alaris® Viewer Suite for Infusion Viewer (Perpetual)	\$ 30,100.00
Alaris® Viewer Suite for Charge Capture (Perpetual)	\$ 43,000.00
Alaris® Technical Environment Implementation	\$ 10,000.00
Alaris® Viewer Suite Onsite Implementation	\$ 45,000.00
Subtotal	\$ 128,100.00
Total-Equipment, Licenses and Services	\$ 128,100.00
TOTAL ACQUISITION COST	\$ 128,100.00

Maintenance and Support Fees

	Extended Price
Integrated Solutions Maintenance annual	\$ 28,380.00
Subtotal	\$ 28,380.00
GRAND TOTAL	\$ 156,480.00

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.

Requires Implementation of the v3.3 Alaris® Systems Manager or higher, and valid Software Management Services or valid Optimization Service for Alaris® System & Systems Manager.

The Maintenance and Support Fees identified above will be invoiced on a monthly basis.

Items described above are tax exempt.

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: _____

Title: _____

Date: _____

CareFusion Solutions, LLC

By: _____

Print: _____

Title: _____

Effective Date: _____

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey

Al Boretan
Dep CoCo
8-6-16



Customer Order Attachment

Alaris® Products

Alaris® Technical Environment Installation

These terms apply to the Alaris® Technical Environment Additional Installation described below ("Installation Service") provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

- 1. Installation.** CareFusion shall perform the Installation Service to assist Customer to install one (1) production environment and up to two (2) test environments for Infusion Integrated Solutions. Each environment consists of one CareFusion Coordination Engine and one Alaris Systems Manager, as identified in the Customer Order, and the three (3) environments shall be installed concurrently.
- 2. Project Management.** Each Party shall designate a project manager, experienced in managing project tasks and deliverables for technical installations, to serve as its point of contact during performance of the Installation Service. The Parties shall jointly develop a project plan and timeline for the installation.

CareFusion shall:

- Facilitate the installation process, including coordinating activities to complete the installation plan milestones; and
- provide regular progress updates to Customer's management team.

Customer shall:

- Identify and resolve any policy and procedural changes impacted at Customer's facility by the installation;
- facilitate the installation process, including coordinating activities to complete the installation plan milestones; and
- coordinate communication and project planning/execution between CareFusion, hospital system, and vendor.

Each Party shall identify an executive sponsor who shall be responsible for management of this Agreement and resolving any issues with the installation project plan or delays in schedules that may be escalated by the project managers.

3. IT Support.

CareFusion shall:

- install the Alaris® Connectivity servers and software to ensure that they function in accordance with the applicable DFUs; and
- coordinate the installation of the Customer's anti-virus software on Server.

Customer shall:

- provide a backup solution for all Virtual Machines;
- allow CareFusion to remotely monitor and manage Software through continuously connected outbound TCP ports: (i) 80; (ii) 443; (iii) 22;
- define an internal escalation path to govern support of integrated workflow;
- meet the minimum requirements identified below. Inadequate technical resources may cause latency and data delivery delays; and
- maintain a VMware environment compatible with the server requirements, as communicated to Customer by CareFusion.

- 4. Confirmation Form.** Upon CareFusion's completion of the Installation Service, Customer shall execute an Installation Confirmation Form confirming CareFusion's completion of the Installation Service. Installation shall be considered complete when system validation testing has demonstrated that the Software successfully delivers infusion status messages in accordance with the HL7 Message Specification for CareFusion Coordination Engine to the recipient system.
- 5. Fee.** In consideration of CareFusion's performance of the Installation Service, Customer shall pay CareFusion the Installation Fee reflected in the Customer Order. Subsequent purchases of new connectivity features may have additional associated costs for professional and technical services.



Customer Order Attachment Alaris® Products Alaris® Viewer Suite Onsite Implementation Service

These terms apply to the Alaris® Viewer Suite Implementation Service described below (“Implementation Service”) provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties. The Alaris® Viewer Suite platform includes the following applications: Alaris® Viewer Suite for Infusion Viewer (“Infusion Viewer”), Alaris® Viewer Suite for Charge Capture (“Charge Capture”) and Alaris® Viewer Suite for Patient Association (“Patient Association application”), such applications being individually and collectively referred to hereafter as “Software”.

- 1. Implementation Service.** CareFusion shall perform the Implementation Service to assist Customer to implement one or more applications under the Alaris® Viewer Suite platform, as identified in the Customer Order. Patient Association application is included with the purchase of Infusion Viewer and/or Charge Capture. If Customer elects to implement Patient Association application concurrently with the implementation of an Alaris® Viewer Suite application, then no additional implementation fees are incurred and the terms of the Implementation Service apply. If Customer elects to implement Patient Association application after the Implementation Service has been completed, then Customer will be separately invoiced by CareFusion for these services.
- 2. Project Management.** Each Party shall designate a project manager, experienced in managing project tasks and deliverables for large multi-disciplined projects and implementations, to serve as its point of contact during performance of the Implementation Service. The Parties shall jointly develop an implementation project plan and timeline for primary site and if applicable, additional sites.

CareFusion shall:

- Facilitate the implementation process, including coordinating activities to complete the implementation plan milestones;
- provide regular progress updates to Customer’s management team;
- verify Customer’s compliance with its infrastructure obligations, as defined below;
- install the Software to assure the Software functions in accordance with the applicable user manuals;
- consider configuration complete when system validation testing has demonstrated that the Software successfully delivers infusion data to the recipient system; and
- facilitate appropriate remote technical support if needed;
- Coordinate day of Go-Live activities.

Customer shall at its own expense:

- Identify and resolve any policy and procedural changes impacted at Customer’s facility by the implementation;
- facilitate the implementation process, including coordinating activities to complete the implementation plan milestones;
- coordinate communication and project planning/execution between CareFusion and hospital system;
- if implementing Patient Association application, Customer shall be responsible for printing, testing, verifying, and affixing all required PC Unit barcode labels.

Each Party shall identify an executive sponsor who shall be responsible for management of this Agreement and resolving any issues with the implementation project plan or delays in schedules that may be escalated by the project managers.

- 3. Customer Obligations.** The Software uses the Alaris® Systems Manager and the Internet network at the Customer site. Inadequate resources can lead to delays in accessing and viewing infusion data for the Alaris® LVP and Syringe Modules. Customer shall ensure that sufficient resources are allocated. Below are the minimum requirements needed:
 - (a) At Customer’s expense, Customer shall provide internet access via Secure Socket Layer (Port 443 or other port as needed) and any required equipment;
 - (b) At Customer’s expense, Customer shall provide CareFusion remote access to the Software through CareFusion’s remote access solution. CareFusion shall use such access solely to provide the Implementation Service stated herein;
 - a. In the event the Customer chooses to discontinue the Software, Customer shall grant CareFusion permission to obtain access to the Software through CareFusion’s remote access solution solely for the purposes of disabling the Software.
 - (c) If CareFusion generally releases an update to the Software to enhance security or operation of the Software (each an “Enhancement”), then customer must ensure that the environment into which an Enhancement shall be delivered is sufficiently resourced to support an Enhancement;



Alaris® Viewer Suite Onsite Implementation Service

- (d) At Customer's expense, Customer shall modify existing Admission, Discharge and Transfer ("ADT") feed's header fields, if necessary;
- (e) At Customer's expense, Customer shall publish an ADT feed to interface with the Software.
- (f) In the event the Customer has more than one unique ADT feed published, then additional service rates will apply; Customer will be separately invoiced by CareFusion for these services.

4. **IT Support.** Installation of an Alaris® Viewer Suite application ("Software") will be performed remotely by a CareFusion engineer on the Customer's Alaris® Systems Manager. Refer to the Customer Order Attachment terms for the Alaris® Systems Manager Implementation and Alaris® Technical Environment Installation for information on server support.

CareFusion shall:

- configure the Software's HL7 Messaging to enable integration with Customer's currently installed ADT system; and
- perform an end to end system test to verify connectivity between Alaris® Systems Manager, CareFusion Coordination Engine, and ADT system.

Customer shall:

- ensure all users who utilize the Software have the appropriate Microsoft Client Access Licenses (CAL);
- modify ADT headers fields to enable integration with Customer's currently installed ADT system; and
- assist end to end system test to verify connectivity between Alaris® Systems Manager, CareFusion Coordination Engine, and ADT system.

5. **Pharmacy Support.**

CareFusion shall:

- Provide up to eight (8) hours of remote training and remote consultation on Software in combination with web-based training; and
- provide one (1) pharmacy resource onsite for up to two (2) consecutive eight hour days for Software consultation.

Customer shall:

- Designate a key pharmacy representative that will be trained and responsible for all ongoing support of pharmacy aspects of the Software.

6. **Product Education.**

CareFusion shall:

- Assist Customer to develop product training plan for one Customer designated site; creation of training plans for additional sites will be subject to per diem implementation service rates;
- provide one (1) resource for up to two (2) consecutive eight (8) hour days onsite to conduct Super User training, and go-live support on Software for one Customer designated site; onsite support for additional sites will be subject to per diem implementation service rates.

Customer shall, at Customer's expense:

- Cause Super User resources to attend CareFusion training session;
- Be responsible for taking the Software's web-based training courses that are available through the CareFusion Learning Portal;
- Super Users will be responsible to create customer specific training materials, educate end users, facilitate rollout, and support ongoing education;
- Super Users will be responsible for training other contracted Customer sites beyond the designated site, if applicable;
- cause clinicians to attend hospital conducted clinical training; and
- staff Super Users and Customer educators without patient assignment to support go-live.



Customer Order Attachment

Alaris® Products

Alaris® Viewer Suite Onsite Implementation Service

7. **Confirmation Form.** Upon CareFusion's completion of the Implementation Service, Customer shall execute a Confirmation Form confirming CareFusion's completion of the Implementation Service.
8. **Fee.** In consideration for the Implementation Service, Customer will pay to CareFusion the Alaris® Viewer Suite Implementation Fee set forth in the Customer Order

Quotation: 1000078814

NATIVIDAD MEDICAL CENTER

Quote Date: August 3, 2016

Pricing stated is offered by CareFusion for acceptance by NATIVIDAD MEDICAL CENTER until August 29, 2016

Laura Gilfillan 415.275.4411

LAURA.GILFILLAN@CAREFUSION.COM

GPO: MEDASSETS PH00590 INFUSION CE BASE

Customer Order



CareFusion

Alaris® System Equipment (Hardware)

Model	Product Description	Quantity	Unit Price	Extended Price
8015	Next generation Alaris® PC unit	136	\$ 2,595.00	\$ 352,920.00
8100	Alaris® Pump module	300	\$ 1,745.00	\$ 523,500.00
			Subtotal	\$ 876,420.00

Guardrails® Suite License for Alaris® System (Software)

Product Description	Quantity	Unit Price	Extended Price
Guardrails® Point-of-Care Software for Alaris® PC units	136	\$ 950.00	\$ 129,200.00
Guardrails® Point-of-Care Software for Pump modules	300	\$ 250.00	\$ 75,000.00
		Subtotal	\$ 204,200.00

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

Services below provided per the Customer Order Attachments		Extended Price
SmartService New Customer Implementation		\$ 75,000.00
Subtotal		\$ 75,000.00

Alaris® Systems Manager Fees

Product Description	Extended Price
Alaris® Systems Manager License (Perpetual)	\$ 94,600.00
Alaris® Systems Manager Implementation	\$ 15,000.00
Subtotal	\$ 109,600.00
Total-Equipment, Licenses and Services	\$ 1,265,220.00

Description of Incentive

Partnership Incentive - In consideration of the Customer issuing a non-contingent purchase order and signed customer order on or before August 29, 2016, Carefusion shall issue a Partnership Incentive in the form of a credit upon completion of the confirmation form pursuant the SmartService New Customer Implementation	Amount	\$(433,000.00)
	Subtotal	\$(433,000.00)
TOTAL ACQUISITION COST		\$ 832,220.00

Maintenance and Support Fees

		Extended Price
Software Management Services - Alaris® System (Level 3)	5 Year Term	\$ 162,540.00
	Subtotal	\$ 162,540.00
GRAND TOTAL		\$ 994,760.00

Quotation: 1000078814

NATIVIDAD MEDICAL CENTER

Quote Date: August 3, 2016

Pricing stated is offered by CareFusion for acceptance by NATIVIDAD MEDICAL CENTER until August 29, 2016

Laura Gilfillan 415.275.4411

LAURA.GILFILLAN@CAREFUSION.COM

GPO: MEDASSETS PH00590 INFUSION CE BASE

Customer Order



CareFusion

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.

The Maintenance and Support Fees identified above will be invoiced on a monthly basis.

Smart Service New Customer Implementation includes Partnership Warranty Repair for above devices.

Software Management Services includes a 10% discount for a 5 year commitment.

Year 1: \$32,508

Year 2: \$32,508

Year 3: \$32,508

Year 4: \$32,508

Year 5: \$32,508

The sales tax rate is 9.125%.

Alaris System Equipment (Hardware) Tax - \$79,973.33

Alaris System Manager Fees Tax- \$9,946.25

Total Tax: \$ 89,919.58

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: _____

Title: _____

Date: _____

CareFusion Solutions, LLC

By: _____

Print: _____

Title: _____

Effective Date: _____

Daley Rodriguez
Contract Consultant

August 3, 2016

Reviewed as to fiscal provisions

Auditor/Controller
County of Monterey

8-4-16

AB

AB Breton

Dep. Co Co

8-16-16

The terms below apply to the SmartService™ New Customer Implementation services described below (“Services”) to be provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

1. Implementation. CareFusion will perform the Services to assist Customer to implement the Alaris® System devices (“Equipment and Software”) listed in the applicable Customer Order.

2. Customized Data Set; Sample Data Set; Super User. “Customized Data Set” means the unique data set developed by Customer for use with the Software. “Sample Data Set” means a sample data set of standards, including standard concentrations, dosing units and dose limits, for commonly-prescribed medications or other solutions based on specific populations or patient types. “Super User” means a clinician of Customer who attends the classroom training provided by CareFusion on the use of the Equipment and Software and thereafter trains clinicians of Customer.

3. License for Sample Data Set. CareFusion grants Customer a non-exclusive, non-transferable license to use the Sample Data Set during performance of the Services solely as a guide to assist Customer to develop a Customized Data Set. Customer will not copy, disclose to a third party or make any derivative works from the Sample Data Set.

4. Project Management. Each Party will designate an experienced project manager to serve as its point of contact during performance of the Services. The Parties will jointly develop an implementation project plan and timeline.

4.1 CareFusion will:

- (a) facilitate the implementation process, including coordinating activities to complete the implementation plan milestones; and
- (b) provide regular progress updates to Customer’s management team.

4.2 Customer will:

- (a) identify and resolve any policy and procedural changes impacted at Customer’s facility by the implementation; and
- (b) facilitate the implementation process, including coordinating activities to complete the implementation plan milestones.

5. Pharmacy Support.

5.1 CareFusion will:

- (a) provide concurrent training for up to three Customer representatives on the use of Guardrails® Editor;
- (b) provide access to Guardrails CQI Reporter Introductory webcast training for up to five Customer representatives; and
- (c) provide Customer with Sample Data Set and assist Customer to develop and review the Customized Data Set.

5.2 Customer will:

- (a) designate a key pharmacy representative who will be trained and responsible for development, data entry, review, testing and on-time completion of the Customized Data Set, and thereafter responsible to maintain the Customized Data Set; and
- (b) designate staff members to receive training on Guardrails Editor and Guardrails CQI Reporter.

6. Clinical Support and Product Education.

6.1 CareFusion will:

- (a) assist Customer to develop and review applicable components of the Customized Data Set;
- (b) assist Customer to develop a product training plan and schedule;
- (c) provide Customer with Computer Based Training content to supplement CareFusion training and support Customer’s ongoing training needs;
- (d) provide end user classroom training on the use of the Equipment and Software for Customer clinicians at Customer’s site. CareFusion will provide a training opportunity for every hospital clinician during the time period outlined in the Implementation Timeline;
- (e) provide Super User classroom training sessions for up to 10% of Customer clinicians designated as Super Users; and
- (f) provide up to four days of clinical support at Customer’s site during the Equipment conversion process.

Customer Order Attachment
Alaris® Products
SmartService™ New Customer Implementation

6.2 Customer will:

- (a) participate in clinical review and testing of Customized Data Set in a test environment and resolve identified issues;
- (b) schedule staff to attend classroom training and make every reasonable effort to ensure that all staff participate in training;
- (c) require clinical staff to complete the CBT prior to attending classroom training;
- (d) identify Super Users to complete Super User training sessions; and
- (e) cause Super Users to participate in classroom training, train clinicians who did not attend the classroom training provided by CareFusion, assist with Equipment conversion and support Customer's on-going training needs.

Customer may use the CBT described above on Customer's Intranet, Learning Management site, or on a CareFusion-approved Internet training site, for training purposes only.

7. Technical Support.

7.1 After Customer completes development and approval of the Customized Data Set, CareFusion will:

- (a) unpack and test Equipment in accordance with Equipment's DFU and provide Customer with summary test report;
- (b) unpack and assemble IV stands purchased through CareFusion that are available during the equipment technical check-in;
- (c) affix non-electronic Customer-provided self-adhesive asset identifying stickers, if any, onto Equipment;
- (d) provide an Alaris System skills lab at Customer's site for up to four of Customer's biomedical engineers on the basic use and repair of Equipment; and
- (e) if applicable, upload and confirm presence of the Customized Data Set onto Equipment.

7.2 Customer will:

- (a) provide an adequate workspace for the CareFusion technical team; and
- (b) designate up to four clinical engineering staff to participate in the above-described hands-on training skills lab.

8. Confirmation Form. Upon CareFusion's completion of the Services, Customer will execute a Confirmation Form confirming CareFusion's completion of the Services.

9. Implementation Completion Date. "Implementation Completion Date" means the date of the Confirmation Form (if there is more than one Confirmation Form, the date specified in the applicable Confirmation Form) applicable to an Implementation Timeline. The Implementation Completion Date will be used to determine:

- (a) the commencement of the Limited Warranty applicable to each Product and each battery or accessory provided by CareFusion to Customer pursuant to the applicable Implementation Timeline;
- (b) the commencement of the Software Maintenance Term or Optimization Service Term applicable to any Software installed pursuant to the applicable Implementation Timeline.

10. Fee. In consideration of CareFusion's performance of the Services, Customer will pay the SmartService™ Implementation Fee set forth in the Customer Order. New modules, monitoring parameters, upgrades, and expansion of the Alaris® System to include server functionality are not included in this fee.

11. Laptop. CareFusion will provide Customer with, and Customer will then own, one laptop loaded with a licensed copy of a Microsoft operating system that Customer may use to develop Customer's Customized Data Set. CareFusion will provide the laptop to Customer "as is." CareFusion will provide to Customer a copy of any manufacturer warranties applicable to such laptop.



Customer Order Attachment

Alaris® Products

Alaris Systems Manager Implementation

These terms apply to the Alaris® Systems Manager Implementation services described below (“Services”) provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

1. Implementation. CareFusion will perform the Services to assist Customer to implement the Virtualized Server Pack software listed in the applicable Customer Order.

2. Project Management. Each Party will designate an experienced project manager to serve as its point of contact during performance of the Services. The Parties will jointly develop an implementation project plan and timeline.

3. CareFusion Obligations. CareFusion will:

- (a) remotely install the virtual machine in Customer’s VMware environment;
- (b) install and test the Software functions in accordance with the applicable DFUs;
- (c) assist Customer to install Customer’s anti-virus and backup software on Customer’s server;
- (d) remotely verify hospital network requirements;
- (e) create a customized network configuration file for the Alaris System;
- (f) test network connectivity between Alaris System and Alaris Systems Manager;
- (g) demonstrate basic operations to end users on Software application and reporting features;
- (h) if applicable, remotely install and configure CQI reporting software on licensed users’ desktops;
- (i) train local IT remotely on CQI reporting software installation;
- (j) if applicable remotely install and configure Systems Manager desktop icon; and
- (k) train local IT remotely on the installation and troubleshooting of the Systems Manager desktop icon.

4. Customer Obligations. Customer acknowledges that the Software uses virtual machine technology, inadequate resources can cause latency and data delivery delays, and sufficient resources must be allocated. Accordingly, Customer will meet the following minimum requirements:

- (a) maintain an 802.11 compliant wireless network (2.4 GHz and/or 5 GHz) at the customer’s site;;
- (b) maintain a VMware environment compatible with the server requirements;
- (c) for security and other purposes,
 - (i) configure and provide SSIDs (Service Set Identifier) and set up wireless encryption that is supported by the Alaris System;
 - (ii) if applicable, set up Access Control Lists;
 - (iii) enable routing from the Customer’s servers to the network segment the Software will reside on;
 - (iv) a minimum signal strength of -70dbm in clinical areas where connectivity is expected; and
 - (v) set up DNS (Domain Name System);
- (d) allow CareFusion to remotely monitor and manage servers through the following means, including but not limited to outbound TCP (Transmission Control Protocol) ports: 80; 443; and 22;
- (e) provide local IT support to remotely verify hospital network requirement; and
- (f) comply with the following policies:
 - (i) no Group Policies will be applied to the servers unless approved in writing by CareFusion;
 - (ii) no Group Policies with the “No Override” setting enabled at any level above the servers will exist;
 - (iii) for installation in Customer’s Active Directory, a separate Organizational Unit (OU) called “Alaris” must be created;
 - (iv) Block Inheritance must be enabled at the OU called “Alaris”; and
 - (v) user account called “AlarisAdmin” must be created within Customer’s domain, with “password never expires” enabled; domain administrator membership is not necessary, and the account must not be disabled.

5. Confirmation Form. Upon CareFusion’s completion of the Services, Customer will execute a Confirmation Form.

6. Implementation Completion Date. “Implementation Completion Date” means the date of the Confirmation Form (or, if there is more than one Confirmation Form, the date specified in the applicable Confirmation Form) applicable to an Implementation Timeline. The Implementation Completion Date will be used to determine:

- (a) commencement of the Limited Warranty applicable to each Product and each battery or accessory provided by CareFusion to Customer pursuant to the applicable Implementation Timeline; and
- (b) commencement of the Software Maintenance Term or Optimization Service Term applicable to any Software installed pursuant to the applicable Implementation Timeline.

Customer Order Attachment
Alaris® Products
Alaris Systems Manager Implementation

7. Fee. In consideration for the Services, Customer will pay to CareFusion the Server Implementation Fee set forth in the Customer Order. New modules, monitoring parameters, upgrades, and expansion of the Alaris System to include server functionality are not included in this fee.

Quotation: 1000089628

NATIVIDAD MEDICAL CENTER

Quote Date: August 3, 2016

Pricing stated is offered by CareFusion for acceptance by NATIVIDAD MEDICAL CENTER until August 29, 2016

Laura Gilfillan 415.275.4411

LAURA.GILFILLAN@CAREFUSION.COM

GPO: MEDASSETS PH00590 INFUSION CE BASE

Customer Order



CareFusion

Warranty/Post-Warranty Options

		Extended Price
Post Warranty Partnership Program	2 Year Term	\$ 4,000.00
	Subtotal	\$ 4,000.00
GRAND TOTAL		\$ 4,000.00

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.

Post Warranty Partnership Programs will cover existing devices (20 PCUs, 20 PCA and 20 EtCo2). Customer must provide serial number to devices at the time of purchase.

The sales tax rate is 9.125%.

Post Warranty Tax - \$365.00

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: Corey Gray

Title: CEO

Date: 8/3/16

CareFusion Solutions, LLC

By: 

Print: Daisy Rodriguez

Contract Consultant

Title: _____


Effective Date: August 3, 2016

Reviewed as to fiscal provisions



Auditor-Controller
County of Monterey

8-9-16



Dep. Co. Co.
8-6-16



Master Agreement

This Master Agreement (this "Master Agreement"), effective as of the date of CareFusion's signature below (the "Effective Date"), is entered into by and between CareFusion Solutions, LLC (together with its affiliates, "CareFusion") and the County of Monterey on behalf of Natividad Medical Center ("Customer"), each a "Party" and, collectively, the "Parties". This Master Agreement consists of: (i) the General Terms and Conditions below, and (ii) all Schedules (as defined below) which are made a part of this Master Agreement either upon the Effective Date or at a later date upon the execution of an amendment.

The Parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. Ordering, Delivery, and Payment.

- 1.1 **Customer Orders.** The Parties may enter into various transactions for hardware ("Equipment"), software licenses, accessories, and other products (collectively, "Products") and/or services ("Services"), which will be provided pursuant to these General Terms and Conditions, as supplemented by Schedules for specific Products and/or Services. CareFusion will set forth the Products and/or Services for each transaction in a customer order ("Customer Order") and a Customer Order may have one or more attachments (each, a "Customer Order Attachment"). Each Customer Order will create a separate contract (each, a "Customer Agreement"), each of which will be deemed to incorporate by reference: (i) these General Terms and Conditions, (ii) any Schedule applicable to the Products and/or Services provided under such Customer Order, and (iii) any Customer Order Attachments.
- 1.2 **Schedules.** Each schedule identified on Exhibit A ("Schedule") is attached to and incorporated by reference into this Master Agreement. Additional Schedules may be added to this Master Agreement by way of a written amendment. In the event of any conflict between the terms of a Schedule or a Customer Order Attachment and the terms of this Master Agreement, the terms of the Schedule or Customer Order Attachment will prevail. Capitalized terms in the Schedules and Customer Order Attachments shall have the same meaning as in these General Terms and Conditions and in the introductory paragraph above.
- 1.3 **Purchase Orders.** If CareFusion accepts a purchase order from Customer for Products and/or Services that are not identified in a Customer Order, then that purchase order will constitute a Customer Order under this Master Agreement, except that any conflicting or additional terms in the purchase order will have no force or effect.
- 1.4 **Delivery; Risk of Loss.** Products will be delivered FOB Destination, freight prepaid to the Customer's address in the applicable Customer Order as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing. Customer will pay freight charges for special Customer shipping requests and for shipment of parts or supplies not provided under warranty or pursuant to a support program. Upon delivery, Customer will be responsible for loss of or damage to the Product.
- 1.5 **Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation Services, provided that such Product functions substantially in accordance with the specifications of its User Guide (defined below) ("Acceptance" or "Accepted"). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its User Guide. Upon completion of applicable Services, Customer will execute CareFusion's standard confirmation form.
- 1.6 **Payment Terms.** Customer will pay all Accurate Invoices (as defined herein) in full on or before the due date stated therein. For purposes of this Section, an Accurate Invoice is an invoice sent to the County Auditor-Controller, and which has been certified by Customer, at least thirty (30) days prior to the payment due date at the address designated by Customer under the Customer Order accurately reflecting the amount due under the Customer Order. If an invoice does not accurately reflect the amount due under the Customer Order ("Inaccurate Invoice"), then (i) Customer shall notify CareFusion of the Inaccurate Invoice within fifteen (15) days of its receipt, (ii) Customer shall pay any portion of such invoice that is accurate; (iii) the due date for payment of any remaining amounts shall be adjusted to fifteen (15) days after the date an Accurate Invoice is sent to Customer ("Adjusted Due Date"). Correspondence relating to an Inaccurate Invoice should be addressed to: Account Receivables, CareFusion, 3750 Torrey View Court, San Diego CA 92130.
- 1.7 **Late Charge.** Intentionally omitted.
- 1.8 **Taxes.** Prices and fees for Products and/or Services do not include any taxes. Customer will pay when due any sales, use, rental, property, or other taxes or assessments of any kind (including, without limitation, withholding or value-added taxes) imposed by any federal, state, local or other governmental entity for Products and/or Services provided under this Master Agreement, excluding taxes based solely on CareFusion's net income (collectively, "Taxes"). Customer will promptly



reimburse CareFusion for any Taxes paid by CareFusion, and will hold CareFusion harmless from all claims and expenses arising from Customer's failure to pay any such Taxes. If Customer is exempt from any Taxes, Customer will not be relieved of its obligation to pay such Taxes until Customer provides to CareFusion documentation sufficient to establish Customer's tax-exempt status. Customer will immediately notify CareFusion in writing of any change in its tax status. If Customer's exempt status is challenged by any jurisdiction, then Customer will: (i) immediately notify CareFusion; (ii) resolve the challenge; and (iii) hold CareFusion harmless from all claims and expenses related to any such challenge.

2. Product Use and Warranty.

2.1 **User Guide and Service Manual.** CareFusion will provide to Customer one (1) copy (hard or electronic copy) of the then-current applicable user guide, user manual, or directions for use for each type of Product acquired by Customer (each, a "User Guide"), and one (1) hard copy of the service manual for each type of Alaris Equipment acquired by Customer. Customer may download from the CareFusion website additional copies of the service manual, as needed. Customer may use and reproduce any User Guide and service manual solely for Customer's internal use.

2.2 **Warranty.** CareFusion warrants to Customer that for a period of ninety (90) days after Acceptance (except for Alaris Equipment and/or Software, which has a warranty period of one (1) year after Acceptance and Respiratory Equipment, which is subject to the warranty period set forth in the applicable User Guide), the Product will perform substantially in accordance with the specifications of its User Guide (the "Limited Warranty"). If a Product fails to perform substantially in accordance with the specifications of its User Guide during the applicable warranty period, then Customer will notify CareFusion in writing. In that case, as Customer's sole remedy, CareFusion (at its option) will promptly repair or replace that Product, or any part or portion thereof. **EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERFORMANCE).** The Limited Warranty does not apply to any Product that: (i) has been modified, repaired or altered, except by CareFusion; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents, or causes beyond CareFusion's reasonable control.

2.3 **Use of Products; Inspection.** Customer will use Products only: (i) for Customer's internal business purposes and not for resale; (ii) in the manner described in the applicable User Guide; and (iii) in accordance with applicable laws and regulations. Customer will not export, re-export or modify any Product. Customer will not use any software with a Product which was not licensed from or approved by CareFusion. Upon reasonable advance notice by CareFusion, Customer will allow CareFusion to inspect Customer's records regarding use of Products during Customer's regular business hours to verify compliance with the licensing and other terms of this Master Agreement.

3. Software, Data, and Intellectual Property Ownership.

3.1 **Software; Third Party Software.** "Software" means all CareFusion-owned software (e.g., application software, embedded and/or integrated software, interface software, custom drivers) and any related software owned by a third party ("Third Party Software"). CareFusion will license, not sell, Software. CareFusion and its licensors retain all ownership rights in Software.

3.2 **Software License.** Subject to the terms and conditions of this Master Agreement and applicable User Guide, CareFusion grants to Customer a limited, non-exclusive, non-transferable license to use Software at Customer's site(s) (as set forth in the applicable Customer Order) during the applicable term, provided that all licensing of Third Party Software will be subject to the terms of the Third Party Software Schedule. Each license Customer acquires from CareFusion for use of the embedded Software is valid only for use with the particular unit of Product, identified by serial number, within which it is embedded. Each license granted to Customer is: (i) perpetual, unless a different license term is expressly set forth in the applicable Schedule or Customer Order under which the Software is licensed to Customer; and (ii) subject to termination pursuant to Section 6.1 and Section 6.2 below.

3.3 **Software License Restrictions; Scope of Use.** Customer will not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of Software; (ii) make any copies of Software or its documentation, except one (1) copy for back-up or archival purposes; (iii) sell, assign, sublicense, distribute, rent, or otherwise transfer Software to a third party (iv) separate integrated Software from any Product, or otherwise use integrated Software except as an integrated part of the applicable Product; or (v) unless otherwise approved in writing, use the Software in conjunction with any CareFusion-manufactured Product that was not provided to Customer by CareFusion or a CareFusion authorized party.



Without limiting the license restrictions in this Section and as an additional obligation, Customer will adopt and implement reasonable measures to guard against unauthorized use of Software. CareFusion may suspend or revoke user codes, or take other appropriate action, if CareFusion reasonably believes that a security violation has occurred. Scope of use restrictions for Software may be set forth in the applicable Customer Order. CareFusion will measure Customer's scope of use periodically and additional fees will apply if the scope of use is exceeded. Upon CareFusion's reasonable request (no more than once per year), Customer will provide CareFusion with relevant information to verify Customer's scope of use. Customer will provide CareFusion with thirty (30) days prior notice for any event affecting Customer's scope of use, such as acquisition of a hospital or construction of a new facility, so CareFusion can adjust Customer's scope of use.

- 3.4 **System Requirements.** For Software-only Products, Customer will use third-party Equipment meeting CareFusion's minimum system requirements (as specified by CareFusion in writing) and will protect its system and the Software from viruses, malware, and intrusion. Customer will perform applicable manufacturer recommended maintenance for such Equipment and maintain such Equipment at the version levels specified by CareFusion in writing.
- 3.5 **Data.** "Data" means, collectively, data contained in the Products, data created or stored through the use of Products, and/or data created or collected during the performance of Services. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E. Subject to the Business Associate Agreement with an effective date of July 17, 2015 between the Parties, Customer grants CareFusion the right to access and use Data for any lawful purpose, including, without limitation, research, benchmarking, and aggregate analysis (i.e., more than one hospital). If Data contains Protected Health Information as defined by 45 C.F.R. §160.103, then CareFusion will use such Data in conformance with the Privacy Rule and, before disclosing such Data, de-identify such Data pursuant to 45 C.F.R. §164.514 and dissociate such Data from Customer.
- 3.6 **Intellectual Property Ownership.** All right, title and interest in the intellectual property embodied in the Products and related documentation (including, without limitation, all copyrights, patents, trademarks, trade secrets, trade names, and trade dress), as well as the methods by which the Services are performed and the processes that make up the Services, will belong solely and exclusively to CareFusion or the applicable supplier or licensor. Customer has no rights in any such intellectual property, except as expressly granted in this Master Agreement.
4. **Indemnification, Limitation of Liability, and Termination.**
- 4.1 **Mutual Indemnification.** CareFusion shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by County on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) caused by CareFusion's negligence or willful misconduct in connection with the performance of this Master Agreement. "CareFusion's performance" includes CareFusion's acts or omissions and the acts or omissions of CareFusion's officers, employees, agents and subcontractors.
- 4.2 County of Monterey shall indemnify, defend, and hold harmless CareFusion, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by CareFusion on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) caused by County's negligence or willful misconduct in connection with the performance of this Master Agreement. "County's performance" includes County's acts or omissions and the acts or omissions of County's officers, employees, agents and subcontractors.
- 4.3 **Intellectual Property Indemnity.** CareFusion will defend, indemnify, and hold harmless Customer and its directors, officers, agents, employees, members, subsidiaries and successors-in-interest against any claim, action, proceeding, liability, loss, damage, cost, or expense, including without limitation, reasonable attorneys' fees, experts' fees and court costs, brought by a third party against Customer alleging that a Product used by Customer in accordance with this Master Agreement (including, without limitation, all subparts of Sections 2 and 3 of these General Terms and Conditions) infringes any U.S. patent, copyright, trade secret, or other proprietary right of a third party (each, an "Infringement Claim"). As a condition to receiving the defense, Customer will provide written notice to CareFusion promptly after Customer receives actual notice of the Infringement Claim, will allow CareFusion to have sole control of the defense and any related settlement negotiations, and will provide reasonable cooperation upon request. CareFusion will: (i) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement agreed to in writing by CareFusion) arising out of the Infringement Claim; and (ii) reimburse Customer for its reasonable costs and expenses associated with providing reasonable cooperation. If CareFusion determines that a Product might infringe a third party's intellectual property right, then CareFusion will have the option, at its expense and in its sole discretion, to: (a) promptly replace or modify the Product without loss of material functionality or performance to make them non-infringing or (b) obtain a license to permit Customer to continue using the



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Product. Any costs associated with implementing either of the above alternatives will be borne by CareFusion. If after using commercially reasonable efforts CareFusion fails to provide one of the foregoing remedies within one hundred twenty (120) days of notice of the claim ("Cure Period"), Customer shall have the right to terminate the Customer Agreement for the infringing Product only with no further liability to CareFusion. During the Cure Period, Customer may by written notice to CareFusion suspend the Monthly Support Fees, provided that Customer is not the cause of CareFusion's inability to modify or replace the Product. This Section states Customer's exclusive remedy and CareFusion's total liability to Customer for an Infringement Claim.

5. Limitations of Liability: Insurance.

5.1 **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION LOSS OF BUSINESS OR PROFITS), WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THERE IS A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS MASTER AGREEMENT OR ANY CUSTOMER AGREEMENT.

5.2 **Insurance.** CareFusion will maintain: (i) commercial general liability insurance including Customer as an additional insured, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than \$2,000,000 and \$5,000,000, respectively; (ii) Products and Completed Operations insurance including Customer as an additional insured with per occurrence limits and aggregate limits of not less than \$5,000,000 and \$5,000,000 respectively; (iii) professional errors and omissions insurance that contains cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than \$1,000,000 and \$3,000,000; and (iv) if applicable, business automobile liability insurance including Customer as an additional insured, covering all motor vehicles, including owned, leased, and hired vehicles, used in providing services under this Master Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence; v. workers' compensation insurance in compliance with statutory requirement and employers' liability insurance in an amount of not less than \$1,000,000 per occurrence. Notwithstanding the foregoing, the Parties understand and agree that CareFusion may self-insure for all or part of the insurance required hereunder. If any of the required policies are written on a claims-made basis, then such policies will be maintained for a period of not less than three (3) years following the termination or expiration of this Master Agreement.

6. Term and Termination.

6.1 **Term:** The term of this Master Agreement is effective as of the date of CareFusion's signature below through March 22, 2021. Thereafter, this Master Agreement shall automatically renew for successive one (1) year periods unless Customer provides CareFusion written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current initial or renewal term. Notwithstanding the foregoing, during the term of any Customer Order executed by the Parties before the effective date of expiration of this Master Agreement, this Master Agreement and applicable Schedules will continue to govern the Customer Orders, unless otherwise agreed upon by the Parties in writing, subject to earlier termination as set forth herein.

6.2 **Termination for Cause.** Either Party may terminate for cause the then-remaining performance of any Customer Agreement upon written notice if the other Party: (i) fails to comply with any material term or condition of any agreement between the parties; and fails to cure such non-compliance within thirty (30) days (or within ten (10) days for any past due payment) after receipt of written notice providing full details of such non-compliance; (ii) terminates or suspends substantially all of its business activities; or (iii) becomes subject to any bankruptcy or insolvency proceeding. Upon any such termination, CareFusion may repossess Equipment subject to any outstanding payment obligations. Notwithstanding the foregoing, Customer's obligation to pay for any Products that it has accepted will not be affected by any termination under this Section.

6.3 **Termination without Cause.** Either Party may terminate this Master Agreement upon thirty (30) days written notice if there are no payments due and no other obligations yet to be performed under any Customer Agreement.

6.4 **Termination for Lack of Government Funding.** Notwithstanding any other provision in this Master Agreement, if Federal, State or local government terminates or reduces its funding to the County of Monterey for Product or Services that are to be provided under this Master Agreement, Customer, in its sole and absolute discretion after consultation with CareFusion, may elect to terminate the applicable Customer Agreement not less than thirty (30) days prior to the end of Customer's fiscal year, by giving written notice of termination to CareFusion.

7. Compliance with Laws and Policies.



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- 7.1 **Compliance with Laws.** Each Party will comply fully with all applicable federal and state laws and regulations, including but not limited to export laws and regulations of the United States.
- 7.2 **Equal Opportunity.** The Parties shall comply with the following equal opportunity clause: To the extent not exempt, each Party shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontracts take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 7.3 **Discounts.** If any discount, credit, rebate or other Product incentive is paid or applied by CareFusion regarding the Products, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party will comply with the "safe harbor" regulations stated in 42 C.F.R. §1001.952(h).
- 7.4 **Proper Reporting of Discounts and Pricing.** The prices under a Customer Agreement may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The Parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under the Customer Agreement, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under the Customer Agreement net of all discounts required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of the Customer Agreement and all other documentation regarding the Customer Agreement, together with the invoices for purchase of Products thereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.
- 7.5 **Access to Records.** For a period of four (4) years after CareFusion has completed performance under a Customer Agreement, CareFusion will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives (collectively, the "Requesting Party"), this Master Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion under such Customer Agreement ("Access"). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12)-month period to perform such Customer Agreement, then CareFusion will require such subcontractor to permit Access to the Requesting Party.
- 7.6 **Exclusion.** As of the Effective Date, CareFusion is not excluded from participation from any federally-funded health care program (including, without limitation, Medicare and Medicaid) (each, a "Program"). If CareFusion becomes excluded from any Program, then CareFusion will promptly notify Customer. Within thirty (30) days after receipt of such notice and subject to the satisfaction of any remaining payment or other obligations, Customer may cancel this Master Agreement by written notice.
- 7.7 **Customer Policies.** CareFusion and its employees will comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Customer Policies"). Customer will notify CareFusion in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Master Agreement or any Customer Agreement (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Master Agreement signed by each Party.
- 7.8 **Responsibility for Medical Care.** CareFusion, through its employees and agents (collectively, "CareFusion Personnel"), is not responsible for the delivery of medical care or other services to any patients. Accordingly, Customer will not rely upon CareFusion Personnel to practice medicine or provide patient care.
8. **Miscellaneous.**
- 8.1 **Performance.** Each Party will bear the cost of its performance of this Master Agreement and each Customer Agreement.
- 8.2 **Confidentiality.** This Master Agreement might be considered a public record subject to disclosure pursuant to a request under the California Public Records Act (the "Act"). Notwithstanding the foregoing, Customer will use reasonable efforts to promptly notify CareFusion and provide reasonable opportunity for CareFusion to request a protective order or in camera inspection in relation to any request for information related to this Agreement pursuant to the Act. Additionally, except to the extent required by law, including, without limitation, the Act, neither Party will disclose to a third party the terms of, nor issue



any public statement regarding, this Master Agreement or any Customer Agreement without the other Party's prior written approval.

- 8.3 **Force Majeure.** If a Party is reasonably prevented from performing an obligation because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war (declared or undeclared), riot, insurrection, act of terrorism, acts of God, revolutions, vandalism, sabotage, nuclear incidents, lightning, weather, epidemics, disruption of public utilities, information systems interruptions or failures, or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party will not be in breach during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event with the expected duration (including keeping the other Party informed until the Party is able to perform its obligations; and (ii) immediately uses reasonable good faith efforts to perform the obligation notwithstanding the Force Majeure Event.
- 8.4 **Assignment.** Neither Party may assign any rights or obligations under this Master Agreement or any Customer Agreement without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that either Party may with notice assign all of such Party's rights and obligations without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets related to the subject matter of the applicable Customer Agreement.
- 8.5 **Notices.** Any notice from one Party to the other Party under this Master Agreement or any Customer Agreement will be in writing and will be deemed to be given: (i) upon delivery, if by hand or by overnight courier; or (ii) three (3) days after mailing, if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon written notice to the other Party.
- 8.6 **Severability.** If a court or other body of competent jurisdiction declares any term of this Master Agreement or any Customer Agreement invalid or unenforceable, then the remaining terms will continue in full force and effect.
- 8.7 **No Waiver.** No right created by this Master Agreement or any Customer Agreement will be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.
- 8.8 **Governing Law.** This Master Agreement and each Customer Agreement will be governed by the laws of the State identified in Customer's Notice Address below, without reference to its conflict of laws principles.
- 8.9 **Prevailing Party.** The prevailing Party will be entitled to reasonable attorneys' fees, costs and expenses for any claim against the other Party under this Master Agreement or any Customer Agreement.
- 8.10 **Survival.** The obligations set forth in this Master Agreement and each Customer Agreement that by their nature continue and survive will survive any termination or expiration of this Master Agreement.
- 8.11 **Entire Agreement; Amendment.** This Master Agreement and each Customer Agreement sets forth the entire agreement and understanding of the Parties and supersedes all prior written and oral agreements, representations, proposals, and understandings between the Parties regarding the subject matter of this Master Agreement and each Customer Agreement, except that no prior Confidential Disclosure Agreement or contract of a similar nature will be superseded. Any requests for information, requests for proposal, responses to requests for proposals, sales collateral and other information provided by either Party are not binding unless explicitly incorporated by reference into a Customer Order signed by each Party. No modification to this Master Agreement or any Customer Agreement will be effective unless adopted via a written amendment to the same signed by each Party.



CareFusion

Master Agreement

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

NATIVIDAD MEDICAL CENTER

Notice Address:

1441 Constitution Blvd.
Salinas, CA 93906

State of Incorporation: California

By: _____

Print: _____

Title: _____

Date: _____

CAREFUSION SOLUTIONS, LLC

Notice Address:

3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: Delaware

By: _____

Print: _____

Title: _____

Effective Date: _____

Nico Merlo

Analyst, Contract & Billing

3-30-2016

Shawn McLean

Shawn McLean
Sr. Contracts Analyst

March 30, 2016

APPROVED AS TO FORM AND LEGALITY

[Signature]
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions

[Signature]
Auditor/Controller
County of Monterey

3-4-16