

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.31
(ID # 7102)**

MEETING DATE:

Tuesday, June 12, 2018

FROM : RUHS-MEDICAL CENTER AND Sheriff Department :

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM and SHERIFF DEPARTMENT:

Approval of the Customer Orders with CareFusion Solutions, LLC for the rental and support services of the Pyxis Pharmaceutical Dispensing System not to exceed \$105,996 annually at five (5) County of Riverside Detention Facilities for sixty (60) months. Districts: All; [Total Cost \$529,980, Local – Patient Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Customer Order 1000126256, 1000126257, 1000126258, 1000126259, and 1000126290 with CareFusion Solutions, LLC for rental and support services of the Pyxis Pharmaceutical Dispensing System not to exceed \$105,997 annually at five (5) County of Riverside Detention Facilities for sixty (60) months, and authorize the Chairman of the Board to sign the customer orders on behalf of the County.


ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 12, 2018
xc: RUHS-Medical Center, Sheriff

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 105,996	\$ 105,996	\$ 529,980	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund - Department ID - Account 10000 – 4300300000 – 526530			Budget Adjustment: No	
			For Fiscal Year: 17/18 - 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

These customer orders will allow for the rental and support services of the Pyxis Pharmaceutical Dispensing System automated medication dispensing cabinets (Pyxis) at five (5) County of Riverside Detention Facilities: Cois Byrd, Larry Smith, Robert Presley, Blythe Medical and Indio. Automated medication dispensing cabinets provide computer-controlled storage, dispensing, and tracking of medications. This system is necessary to facilitate the management of controlled drugs, and allowing care providers, nurses and pharmacy staff to access and stock medications in an efficient, timely manner.

The accurate and timely administration of pharmaceuticals is important in the treatment of detention health patients. The automated equipment will provide secure storage of medication and reduce the time required to verify the accuracy of the dose. The equipment improves the ability to monitor controlled pharmaceuticals, eliminates labor intensive manual systems and simplifies the inventory control process.

RUHS Medical Center currently uses automated medication dispensing cabinets leased from CareFusion Solutions, LLC.

The Riverside County Jails are under a court ordered Consent Decree with a Remedial Plan (the Plan), which was approved June 7, 2016. The Remedial Plan details numerous required interventions and changes that impact the way medications and medical care is delivered to inmates. Elements of the Plan include improving 1) the timely distribution of medication doses – providing the right medication at the right time, avoiding delays; 2) Offering (making available) psychotropic medications for inmates within 48 hours of booking, including nights and weekends; and 3) Expand the stock of available medications on-site at the Jail for newly arrived inmates, prior to the regular delivery of medication.

In addition to the three elements listed above, there are quality metrics to monitor compliance with the Plan. The single best strategy to meet the medication related elements of the Plan are to install and implement the use of automated medication dispensing cabinets – such as Pyxis.

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Other parts of the County's healthcare delivery system utilize CareFusion Pyxis for medication dispensing solutions.

Impact on Residents and Businesses

CareFusion Solutions, LLC is the primary automated medication dispensing provider for all of Riverside County's medical service locations including the Medical Center, and Arlington Campuses.

Additional Fiscal Information

Year	Annual Costs Per Location					
	Cois Byrd	Robert Presley	Larry Smith	Blythe Medical	Indio	Total
FY1819	\$22,980.00	\$22,980.00	\$22,980.00	\$14,076.00	\$22,980.00	\$105,996.00
FY1920	\$22,980.00	\$22,980.00	\$22,980.00	\$14,076.00	\$22,980.00	\$105,996.00
FY2021	\$22,980.00	\$22,980.00	\$22,980.00	\$14,076.00	\$22,980.00	\$105,996.00
FY2122	\$22,980.00	\$22,980.00	\$22,980.00	\$14,076.00	\$22,980.00	\$105,996.00
FY2223	\$22,980.00	\$22,980.00	\$22,980.00	\$14,076.00	\$22,980.00	\$105,996.00
						\$529,980.00

Contract History and Price Reasonableness

Vizient (formerly Novation) issued a request for proposal in March 2013 to the following suppliers: ABTG/AutoMed (AmerisourceBergen Technology Group), Capsa Solutions LLC, CareFusion Solutions LLC, Aesynt, Omnicell Inc., and WaveMark Inc. Responses were received from these suppliers. In addition to financial value, these agreements were awarded based on the following product specification/quality factors, which were developed and weighted by the Health Care Dispensing Automation Task Force in February 2013: breadth and depth of product offering, supplier capability, clinical acceptability and member preference.

RUHS has agreements in place with CareFusion Solutions, LLC to provide automated dispensing machines.

ATTACHMENTS:

Attachment A: Customer Order 1000126256

Attachment B: Customer Order 1000126257

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

- Attachment C: Customer Order 1000126258
- Attachment D: Customer Order 1000126259
- Attachment E: Customer Order 1000126290
- Attachment F: Master Agreement for Pyxis Products Only with CareFusion Solutions, LLC


Melissa Noone, Associate Management Analyst

6/6/2018


Tina Grande, Assistant Purchasing Director

6/5/2018



Customer Order

Customer Order Date: 01/12/2018
Customer Order : 1000126256

Customer Information table with columns Sold To, Ship To, Bill To. Rows include Legal Name, DBA, Street Address, City, St., Zip, and Customer No.

1. Customer Orders. Effective as of the date of both signatures below ("Effective Date"), this agreement is entered by and between CareFusion and Customer as separate and distinct agreements combined for administrative convenience for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "Pyxis Product" and, collectively, the "Pyxis Products"); and (ii) Services applicable to the Pyxis Product (collectively, the "Customer Orders").

2. Footprint Modification Option. The Parties understand and agree that the Pyxis Products hereunder will be subject to the following option (hereafter, "FMO Option").

(a) Definitions. As used herein, (i) "FMO Products" will mean a subset of the Pyxis Products valued at up to twenty percent (20%) of the Modification Amount for each Contract Year; (ii) "Modification Amount" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the Pyxis Products set forth on the Product Schedule; and (iii) "Contract Year" will mean the twelve (12) month period beginning on the Effective Date (or the anniversary of the Effective Date) of the Master Agreement ("Master Agreement Anniversary Date") and ending twelve (12) months thereafter and each subsequent twelve (12) month period the Rental and/or Subscription Terms hereunder.

(b) Terms and Conditions. Customer will have the option to return all or part of the FMO Products each Contract Year; provided that Customer: (i) provides CareFusion with written notice at least ninety (90) days prior to the end of the Contract Year; (ii) signs the amendment to the Customer Orders memorializing Customer's exercise of the FMO Option ("FMO Amendment"); and (iii) timely complies with the terms of the FMO Amendment, including, without limitation, completion of the FMO Product return activities and payment of return shipping and any other applicable fees.

ATTEST:
KECIA HARRINGTON, Clerk
By: [Signature] DEPUTY

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order? (Please Circle)
Yes No Rental PO#: Support PO#:

Copies of this Customer Order will be sent to Ship To signers listed above. When complete, additional copies will be sent to the following address:
Name: Street Address: City, St., Zip:

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

COUNTY OF RIVERSIDE
Sign: [Signature]
Print: Chuck Washington
Title: Chairman, Board of Supervisors
Date: JUN 12 2018

CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4287
Sign: [Signature]
Print: Damian Dennis
Title: Manager, MMS Capital Contracting
Date: 5/25/2018

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

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DANIELLE D. MALAND
DATE: 6/14/18

SALES ASSOCIATE: Mary Naasz
Email: mary.naasz@bd.com
JUN 12 2018 3:31



Customer Order
Pyxis Product Schedule
Customer Order : 1000126256

Sold To: COUNTY OF RIVERSIDE #1642700
 Ship To: COIS BYRD DETENTION CENTER #10264032
 GPO: VIZIENT CE2453

Product Discounts:
 GPO: 12 %
 QTY: 13 %
 Support Discounts:
 GPO: 12 %
 QTY: 8 %
 Support Level: Preferred / Elite 4h
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/01/2018

New Products							Rental Terms			Support Terms		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
							List	Net	Extended	List	Net	Extended
	323		MEDSTATION,ES,MAIN,6DR	6	NEW	2	\$ 1,023.00	\$ 783.00	\$ 1,566.00	\$ 144.00	\$ 117.00	\$ 234.00
	134808-01		Enterprise User/Form Lic UPG 1-10Mains		SWE	1	\$ 113.00	\$ 87.00	\$ 87.00	\$ 35.00	\$ 28.00	\$ 28.00
	135343-01		CCE Site (Covered under Enterprise Lic.)		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	136607-01		Hosted Data Services OPT IN		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129766-01		INTF, MED,STD,NEW,ADT		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129773-01		INTF, MED, STD, NEW USAGE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129812-01		INTF, MED,STD,NEW,PATIENT PROFILE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:									\$ 1,653.00			\$ 262.00

Total Monthly Rental & Support Fee: **\$1,915.00**

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 01/12/2018
Customer Order : 1000126257

Customer Information table with columns Sold To, Ship To, Bill To. Rows include Legal Name, DBA, Street Address, City, St., Zip, and Customer No.

1. Customer Orders. Effective as of the date of both signatures below ("Effective Date"), this agreement is entered by and between CareFusion and Customer as separate and distinct agreements combined for administrative convenience for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "Pyxis Product" and, collectively, the "Pyxis Products"); and (ii) Services applicable to the Pyxis Product (collectively, the "Customer Orders").

2. Footprint Modification Option. The Parties understand and agree that the Pyxis Products hereunder will be subject to the following option (hereafter, "FMO Option").

(a) Definitions. As used herein, (i) "FMO Products" will mean a subset of the Pyxis Products valued at up to twenty percent (20%) of the Modification Amount for each Contract Year; (ii) "Modification Amount" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the Pyxis Products set forth on the Product Schedule; and (iii) "Contract Year" will mean the twelve (12) month period beginning on the Effective Date (or the anniversary of the Effective Date) of the Master Agreement ("Master Agreement Anniversary Date") and ending twelve (12) months thereafter and each subsequent twelve (12) month period the Rental and/or Subscription Terms hereunder.

(b) Terms and Conditions. Customer will have the option to return all or part of the FMO Products each Contract Year; provided that Customer: (i) provides CareFusion with written notice at least ninety (90) days prior to the end of the Contract Year; (ii) signs the amendment to the Customer Orders memorializing Customer's exercise of the FMO Option ("FMO Amendment"); and (iii) timely complies with the terms of the FMO Amendment, including, without limitation, completion of the FMO Product return activities and payment of return shipping and any other applicable fees.

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature] DEPUTY

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order? (Please Circle)

Form with Yes/No columns and Rental PO#, Support PO# fields.

Copies of this Customer Order will be sent to Ship To signer listed above. When complete, additional copies will be sent to the following address:

Form with Name, Street Address, City, St., Zip fields.

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

COUNTY OF RIVERSIDE
Sign: [Signature]
Print: Chuck Washington
Title: Chairman, Board of Supervisors
Date: JUN 12 2018

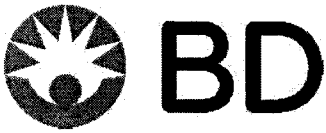
CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4287
Sign: [Signature]
Print: Damian Dennis
Title: Manager, MMS Capital Contracting
Date: 5/25/2018

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

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
DANIELLE D. MALAND
DATE

SALES ASSOCIATE: Mary Naasz
Email: mary.naasz@bd.com

JUN 12 2018 3:31



Customer Order
Pyxis Product Schedule
Customer Order : 1000126257

Sold To: COUNTY OF RIVERSIDE #1642700
 Ship To: RIVERSIDE COUNTY JAIL INDO #10264033
 GPO: VIZIENT CE2453

Product Discounts:
 GPO: 12 %
 QTY: 13 %
 Support Discounts:
 GPO: 12 %
 QTY: 8 %
 Support Level: Preferred / Elite 4h
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/01/2018

New Products							Rental Terms			Support Terms		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
							List	Net	Extended	List	Net	Extended
	323		MEDSTATION,ES,MAIN,6DR	6	NEW	2	\$ 1,023.00	\$ 783.00	\$ 1,566.00	\$ 144.00	\$ 117.00	\$ 234.00
	134808-01		Enterprise User/Form Lic UPG 1-10Mains		SWE	1	\$ 113.00	\$ 87.00	\$ 87.00	\$ 35.00	\$ 28.00	\$ 28.00
	135343-01		CCE Site (Covered under Enterprise Lic.)		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	136607-01		Hosted Data Services OPT IN		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129766-01		INTF, MED,STD,NEW,ADT		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129773-01		INTF, MED, STD, NEW USAGE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129812-01		INTF, MED,STD,NEW,PATIENT PROFILE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:									\$ 1,653.00			\$ 262.00

Total Monthly Rental & Support Fee: **\$1,915.00**

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 01/12/2018
Customer Order: 1000126258

Customer Information table with columns Sold To, Ship To, Bill To. Rows include Legal Name, DBA, Street Address, City, St., Zip, and Customer No.

1. Customer Orders. Effective as of the date of both signatures below ("Effective Date"), this agreement is entered by and between CareFusion and Customer as separate and distinct agreements combined for administrative convenience for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference...

2. Footprint Modification Option. The Parties understand and agree that the Pyxis Products hereunder will be subject to the following option (hereafter, "FMO Option").

(a) Definitions. As used herein, (i) "FMO Products" will mean a subset of the Pyxis Products valued at up to twenty percent (20%) of the Modification Amount for each Contract Year; (ii) "Modification Amount" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the Pyxis Products set forth on the Product Schedule; and (iii) "Contract Year" will mean the twelve (12) month period beginning on the Effective Date...

(b) Terms and Conditions. Customer will have the option to return all or part of the FMO Products each Contract Year; provided that Customer: (i) provides CareFusion with written notice at least ninety (90) days prior to the end of the Contract Year; (ii) signs the amendment to the Customer Orders memorializing Customer's exercise of the FMO Option ("FMO Amendment"); and (iii) timely complies with the terms of the FMO Amendment...

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature] DEPUTY

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order? (Please Circle) Yes No Rental PO#: Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above. When complete, additional copies will be sent to the following address: Name: Street Address: City, St., Zip:

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

COUNTY OF RIVERSIDE
Sign: [Signature]
Print: Chuck Washington
Title: Chairman, Board of Supervisors
Date: JUN 12 2018

CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4287
Sign: [Signature]
Print: Damian Dennis
Manager, MMS Capital Contracting
Date: 5/25/2018

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

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
DANIELLE D. MALAND
DATE: JUN 12 2018

SALES ASSOCIATE: Mary Naasz
Email: mary.naasz@bd.com

JUN 12 2018 3.31



Customer Order
Pyxis Product Schedule
Customer Order : 1000126258

Sold To: COUNTY OF RIVERSIDE #1642700
 Ship To: ROBERT PRESLEY DETENTION CENTER #10260525
 GPO: VIZIENT CE2453

Product Discounts:
 GPO: 12 %
 QTY: 13 %
 Support Discounts:
 GPO: 12 %
 QTY: 8 %
 Support Level: Preferred / Elite 4h
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/01/2018

New Products							Rental Terms			Support Terms		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
							List	Net	Extended	List	Net	Extended
	323		MEDSTATION,ES,MAIN,6DR	6	NEW	2	\$ 1,023.00	\$ 783.00	\$ 1,566.00	\$ 144.00	\$ 117.00	\$ 234.00
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	129773-01		INTF, MED, STD, NEW USAGE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129812-01		INTF, MED,STD,NEW,PATIENT PROFILE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:									\$ 1,653.00			\$ 262.00

Total Monthly Rental & Support Fee: **\$1,915.00**

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 01/12/2018
Customer Order : 1000126259

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ATTEST:
KEDIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order? (Please Circle)
Yes No Rental PO#: Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above. When complete, additional copies will be sent to the following address:
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COUNTY OF RIVERSIDE
Sign: [Signature]
Print: Chuck Washington
Title: Chairman, Board of Supervisors
Date: JUN 12 2018

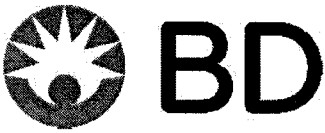
CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4287
Sign: [Signature]
Print: Manager, MMS Capital Contracting
Title:
Date: 5/25/2018

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

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
DANIELLE D. MALAND
DATE: JUN 12 2018

SALES ASSOCIATE: Mary Naasz
Email: mary.naasz@bd.com

3.31



Customer Order
Pyxis Product Schedule
Customer Order : 1000126259

Sold To: COUNTY OF RIVERSIDE #1642700
 Ship To: LARRY SMITH CORRECTIONAL FACILITY #10264034
 GPO: VIZIENT CE2453

Product Discounts:
 GPO: 12 %
 QTY: 13 %
 Support Discounts:
 GPO: 12 %
 QTY: 8 %
 Support Level: Preferred / Elite 4h
 Rental and Support Term: 60 months

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	129773-01		INTF, MED, STD, NEW USAGE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
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Totals:									\$ 1,653.00			\$ 262.00

Total Monthly Rental & Support Fee: **\$1,915.00**

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 01/12/2018
Customer Order: 1000126290

Customer Information table with columns Sold To, Ship To, Bill To. Rows include Legal Name, DBA, Street Address, City, St., Zip, and Customer No.

1. Customer Orders. Effective as of the date of both signatures below ("Effective Date"), this agreement is entered by and between CareFusion and Customer as separate and distinct agreements combined for administrative convenience for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference...

2. Footprint Modification Option. The Parties understand and agree that the Pyxis Products hereunder will be subject to the following option (hereafter, "FMO Option").

(a) Definitions. As used herein, (i) "FMO Products" will mean a subset of the Pyxis Products valued at up to twenty percent (20%) of the Modification Amount for each Contract Year; (ii) "Modification Amount" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the Pyxis Products set forth on the Product Schedule; and (iii) "Contract Year" will mean the twelve (12) month period beginning on the Effective Date...

(b) Terms and Conditions. Customer will have the option to return all or part of the FMO Products each Contract Year; provided that Customer: (i) provides CareFusion with written notice at least ninety (90) days prior to the end of the Contract Year; (ii) signs the amendment to the Customer Orders memorializing Customer's exercise of the FMO Option ("FMO Amendment"); and (iii) timely complies with the terms of the FMO Amendment, including, without limitation, completion of the FMO Product return activities and payment of return shipping and any other applicable fees.

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order? (Please Circle)
Yes No Rental PO#: Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above. When complete, additional copies will be sent to the following address:
Name: Street Address: City, St., Zip:

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

COUNTY OF RIVERSIDE
Sign: [Signature]
Print: Chuck Washington
Title: Chairman, Board of Supervisors
Date: JUN 12 2018

CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4287
Sign: [Signature]
Print: Manager, MMS Capital Contracting
Title:
Date: 5/25/2018

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

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
DANIELLE D. MALAND
DATE: JUN 12 2018

SALES ASSOCIATE: Mary Naasz
Email: mary.naasz@bd.com

JUN 12 2018 3.31



Customer Order
Pyxis Product Schedule
Customer Order : 1000126290

Sold To: COUNTY OF RIVERSIDE #1642700
 Ship To: BLYTHE MEDICAL SHERIFF #1642702

GPO: VIZIENT CE2453

Product Discounts:
 GPO: 12 %
 QTY: 13 %
 Support Discounts:
 GPO: 12 %
 QTY: 8 %
 Support Level: Preferred / Elite 4h
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/01/2018

New Products							Rental Terms			Support Terms		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
							List	Net	Extended	List	Net	Extended
	323		MEDSTATION,ES,MAIN,6DR	6	EXP	1	\$ 1,023.00	\$ 783.00	\$ 783.00	\$ 144.00	\$ 117.00	\$ 117.00
	134808-01		Enterprise User/Form Lic UPG 1-10Mains		SWE	1	\$ 113.00	\$ 87.00	\$ 87.00	\$ 35.00	\$ 28.00	\$ 28.00
	134056-01		CCE Basic Connectivity		SWE	1	\$ 83.00	\$ 83.00	\$ 83.00	\$ 75.00	\$ 75.00	\$ 75.00
	136607-01		Hosted Data Services OPT IN		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129766-01		INTF, MED,STD,NEW,ADT		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129773-01		INTF, MED, STD, NEW USAGE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	129812-01		INTF, MED,STD,NEW,PATIENT PROFILE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:									\$ 953.00			\$ 220.00

Total Monthly Rental & Support Fee: **\$1,173.00**

All fees mentioned are in USD

Customer Initials: _____



Master Agreement For Pyxis® Products only

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 Riverside County Regional 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 as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing. Customer will pay for 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 provided that the product was not damaged prior to delivery.
- 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 is damaged upon receipt or 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 CareFusion invoices in full within thirty (30) days from invoice date. Notwithstanding the foregoing, as applicable to Pyxis® products, CareFusion will send invoices to Customer at least sixty (60) days in advance of the payment due date stated on the invoice ("Due Date"), and Customer will pay all such invoices in full by the Due Date.
- 1.7 **Late Charge.** If Customer does not pay an amount due by the due date, then CareFusion may impose a late charge on the unpaid amount at the rate of one percent (1%) per month or the highest rate allowed by the law (whichever is lower), prorated on a daily basis.
- 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"). In the event CareFusion pays for any Customer Taxes, Customer will reimburse CareFusion for any Taxes paid by CareFusion within thirty (30) days from invoice date, 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

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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"). 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 does not perform substantially in accordance with the specifications of its User Guide because the Product: (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; or (iv) includes repair or service parts, add-ons, or disposables that are not manufactured or approved by CareFusion.

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's use of repair or service parts or disposables that are not manufactured or approved by CareFusion is at Customer's own risk and may void the Limited Warranty stated in Section 2.2. 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 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

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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 Schedule in effect between the Parties as of the Effective Date, 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) provided the Data is only used for internal purposes. If Data contains Protected Health Information as defined by 45 C.F.R. § 160.103, then CareFusion will use such 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.** Subject to the terms in this Master Agreement, each Party ("Indemnifying Party") will (i) defend the other Party (the "Indemnified Party") against any demand, action, claim, suit or proceeding ("Claims") asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party's negligent acts or omissions, and (ii) indemnify the Indemnified Party for damages paid to the third party bringing the Claim.
- 4.2 **Intellectual Property Indemnity.** CareFusion will defend Customer against any claim filed in a court of competent jurisdiction in the United States 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) replace the Product with a substantially equivalent non-infringing Product, (b) modify the Product in a manner that does not substantially affect the performance of the Product, or (c) obtain a license to permit Customer to continue using 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.** Without limiting or diminishing the CareFusion's obligation to indemnify or hold the Customer harmless, CareFusion shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. With respect to the insurance section only, the Customer herein refers to the

Master Agreement

County of Riverside, its agencies, directors, officers, Board of Supervisors, employees, as additional insureds (collectively, "Additional Insureds")

A. Workers' Compensation: If CareFusion has employees as defined by the State of California, CareFusion shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CareFusion's performance of its obligations hereunder. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CareFusion shall maintain liability insurance for all owned, , or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall be no less than two (2) times the occurrence limit.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). CareFusion shall maintain Professional Liability Insurance providing coverage for the CareFusion's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CareFusion's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CareFusion shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through evidence of insurance that CareFusion has maintained continuous coverage

E. General Insurance Provisions: (i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VII (A:7). Notwithstanding the foregoing, the Parties understand and agree that CareFusion may self-insure for all or part of the insurance required hereunder; (ii) CareFusion shall cause CareFusion's insurance carrier(s) to furnish Customer with a Memorandum of Insurance. CareFusion shall not commence operations until Customer has been furnished a Memorandum of Insurance; (iii) It is understood and agreed to by the Parties hereto that CareFusion's insurance shall be construed as primary insurance, and Customer's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory with respect to CareFusion's indemnification obligations herein; (iv) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Customer reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Customer's Risk Manager's reasonable judgment, the amount or type of insurance carried by CareFusion has become inadequate. (v) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance (vi) CareFusion agrees to notify Customer of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

6. TERMINATION.

- 6.1 **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 sixty (60) days (or within twenty (20) 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.
- 6.2 **Termination without Cause.** Either Party may terminate this Master Agreement upon thirty (30) days written notice served upon CareFusion stating the effective date of termination if there are no payments due and no other obligations yet to be performed under any Customer Agreement.

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- 6.3 **Non-Appropriation of Funds.** Financial obligations of Customer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted or otherwise made available. Notwithstanding any other provisions in the Master Agreement or Customer Agreement, in the event that Customer is not granted an appropriation of funds to meet Customer's obligations under this Master Agreement or any Customer Agreement, Customer may elect to terminate the Customer Agreement(s) no less than thirty (30) days prior to the end of Customer's fiscal year, by giving written notice of termination to CareFusion; provided, however that: (i) Customer is not granted an appropriation of funds during the term set forth in the Customer Agreement(s) to meet Customer's obligations; (ii) operation of funds are otherwise not available; (iii) there is no other legal procedure of available funds to satisfy payment obligations under the Customer Agreement(s); and (iv) the non-appropriation of funds did not result from any act or omission by the Customer. Upon such termination, Customer shall have the right to return the Pyxis Products to CareFusion at Customer's expense to a destination CareFusion directs, in good working condition. Customer shall not thereafter acquire functionally similar Equipment for a period of twelve (12) months. In the event subsequent to such termination, funds are made available to Customer for Equipment which is functionally similar to the Pyxis Products, Customer agrees at CareFusion's option, to purchase, rent or otherwise acquire such Equipment from CareFusion.
7. **COMPLIANCE WITH LAWS AND POLICIES.**
- 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, the Parties shall abide by the requirements of 41 CFR §§ 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 subcontractors 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 as 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 seven (7) 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. Furthermore, CareFusion is not debarred from the System for Award Management (SAM). CareFusion must notify the Customer promptly of a debarment, if any. For reference please see: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)), Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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- 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.** 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, except as required by law. If Customer receives a Freedom of Information Act or state open records law request relating to this Master Agreement or any Customer Agreement, Customer will promptly notify CareFusion and provide CareFusion with a copy of the response prior to responding to such request.
- 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, riot, insurrection, act of terrorism 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; and (ii) immediately uses reasonable 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 **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, including (but not limited to) Sections 3.2, 3.3, 3.6, 4.1, 4.2, 5.1, 7.1, 7.3 and 8.2.
- 8.10 **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.

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.

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

CAREFUSION SOLUTIONS, LLC

Notice Address:

Address: 26520 Cactus Ave
City, State Zip: Moreno Valley, CA 92555-3927

Notice Address:

3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: California

State of Incorporation: Delaware

By: Summer Cance

By: Michelle Lattari

Print: Summer Cance

Print: Michelle Lattari

Title: Procurement Contract Specialist

Title: Contract Specialist

Date: 02/02/2016

Effective Date: 3/23/2016

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 2/2/16
REAL R. KIPNIS DATE

Master Agreement

Exhibit A List of Schedules

Product Line (if applicable)	Schedules
General	Equipment Rental Terms
General	Software Services
General	Third Party Software
General	Business Associate (signed separately)
Pyxis®	Implementation Terms
Pyxis®	Support Terms
Pyxis®	RxAuditor™ Automated Drug Control System



Schedule Equipment Rental Terms

The below terms apply to Customer's rental of Rental Equipment (defined below) pursuant to applicable Customer Agreements between the Parties in accordance with Section 1.2 of the Master Agreement.

- 1. Definitions.** "Rental Equipment" means the integrated hardware and software Products that Customer is renting pursuant to a Customer Order.
- 2. Rental Term.** The "Rental Term" for Rental Equipment equals the time period that CareFusion leases Rental Equipment to Customer pursuant to the applicable Customer Agreement. CareFusion (or its assignee) is the owner of Rental Equipment and Customer is only acquiring a right to possess and use Rental Equipment during the Rental Term, and no other right, title or interest. Title will not transfer to Customer at the end of the Rental Term. The initial Rental Term for Rental Equipment will begin on the Term Begin Date stated in the applicable Implementation Timeline and will continue for the number of months stated in the applicable Customer Agreement, provided that, if there is no Term Begin Date in an Implementation Timeline, then the Term Begin Date will be the first day of the month following the date such Rental Equipment is Accepted. Unless a Party provides sixty (60) days' prior written notice of its intention not to extend the Rental Term, the Rental Term will continue on a month-to-month basis ("Extended Term") at the applicable Rental Fee stated in the then-current Pyxis[®] products price catalog. Either Party may terminate the Extended Term upon thirty (30) days' prior written notice.
- 3. Rental Fees.** Customer will pay the Monthly Rental Fee stated in the applicable Customer Order ("Monthly Rental Fee") for each unit of Rental Equipment on the first day of each month during the Rental Term, which obligation is unconditional and non-cancelable. Customer is not entitled to abate or reduce any Monthly Rental Fee for any reason. Customer will pay the Monthly Rental Fee when due regardless of any existing or future setoff or claim that Customer may assert, subject to the terms and conditions set forth in Section 12 of this Equipment Rental Terms Schedule or Sections 14.1, 14.2 and 17 of the Support Terms Schedule. Additionally, Customer will not assert any setoff or counterclaim against a CareFusion assignee if such assignee commences an action to collect any amount due under the applicable Customer Order.
- 4. Risk of Loss.** From the time Customer receives delivery of Rental Equipment until CareFusion accepts return delivery of Rental Equipment, Customer will: (i) be responsible for any loss of or damage to Rental Equipment from any cause other than normal wear and tear, except for any loss or damage caused by CareFusion's negligence; and (ii) obtain and maintain throughout the Rental Term All Risk Property Insurance in an amount equal to the full replacement value for Rental Equipment. Customer will notify CareFusion immediately of any such loss or damage, and will continue to pay Monthly Rental Fee; provided, however, that CareFusion will reasonably cooperate with Customer and Customer's insurer to promptly provide replacement Rental Equipment, subject to Section 13 of the Support Terms Schedule.
- 5. Personal Property.** All Rental Equipment is personal property for all purposes. Customer will not allow any Rental Equipment to become a fixture of real property. Customer will take appropriate action as necessary to prevent any third party from acquiring any interest in Rental Equipment or the applicable Customer Order. In addition to performing its obligations under the Taxes provision of the Master Agreement, Customer will reimburse CareFusion for any personal property tax imposed on CareFusion as the lessor.
- 6. Use, Maintenance and Repair of Rental Equipment.** Customer will keep and use Rental Equipment only at the delivery address set forth in the Customer Order and will not move it without CareFusion's prior written consent. Customer will allow only competent and duly qualified personnel to operate Rental Equipment. Customer will keep Rental Equipment in good condition and working order, and will allow CareFusion to make engineering changes and Software updates upon reasonable request. Customer will keep all Rental Equipment free and clear of all liens, adverse claims and encumbrances.
- 7. Return of Rental Equipment.** If Customer relinquishes possession of any Rental Equipment for any reason (including at the end of the Rental Term), then Customer will: (i) promptly remove all medications, data, and Customer property from such Rental Equipment without damaging such Rental Equipment; (ii) acknowledge receipt of any data device that CareFusion removes from Rental Equipment and tenders to Customer; and (iii) promptly and properly crate and ship Rental Equipment to CareFusion.
- 8. Assignment.** Notwithstanding the non-assignment language in the General Terms and Conditions of the Master Agreement, CareFusion may assign, transfer, grant a security interest in, or sell some or all of CareFusion's right to receive payments under a Customer Agreement without Customer's consent (an "Assignment"). Upon an Assignment: (i) Customer will not hold any CareFusion assignee liable for any CareFusion obligation under the applicable Customer Agreement; (ii) the rights of such assignee will not be subject to any claims, counterclaims, defenses or setoffs of any kind whatsoever; (iii) Customer will cooperate with and consent to an Assignment by executing and delivering documents and assurances that CareFusion or its assignee reasonably requests; (iv) Customer will, if requested, make payments due under the applicable Customer Agreement directly to such assignee; and (v) all of Customer's obligations will inure to the benefit of such assignee as well as to CareFusion, and may be enforced by such assignee in its own name or by CareFusion.



Schedule Equipment Rental Terms

9. **Termination by CareFusion for Cause.** Notwithstanding the termination provisions of the Master Agreement, if Customer fails to: (i) pay any amount required by the applicable Customer Agreement within ten (10) days after CareFusion provides written notice to Customer stating that the payment is past due; or (ii) correct any other non-compliance with the applicable Customer Agreement within thirty (30) days after CareFusion provides written notice to Customer identifying such non-compliance, then CareFusion may, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity: (a) cancel one or more Rental Term(s) and require Customer to make the applicable Rental Equipment available for repossession by CareFusion at a reasonably convenient location; and/or (b) recover liquidated damages from Customer equal to the present value of the unpaid balance of all Monthly Rental Fees for each unexpired Rental Term under the applicable Customer Agreement (calculated using a discount rate of six percent (6%) per annum). CareFusion follows established escalation protocol providing multiple non-compliance notifications and an opportunity to cure with each notification.

10. **Disputes:** If there is a dispute relating to this Master Agreement or any Customer Agreement, the Parties shall attempt to resolve the disputes amicably at the working level. If that is not successful, a Party shall give notice of the dispute to the other Party, which shall be resolved between the senior management of the Parties or designees (i.e., the Customer's Purchasing Department Compliance Contract Officer and CareFusion's designee) who shall meet and confer at least once in good faith to negotiate a resolution. If the Parties are unable to resolve the dispute within ninety (90) days after notice was given, then either Party may initiate legal proceedings. The Parties shall proceed diligently with the performance of this Master Agreement and Customer Agreement pending the resolution of a dispute.

11. **Conditional Security Agreement.** If a Customer Agreement is determined not to constitute a true lease, then the Customer Agreement will be a security agreement with respect to Rental Equipment and all accessions, substitutions, replacements therefore, and proceeds thereof (including insurance proceeds) will secure all obligations pursuant to the Customer Agreement.

12. **Conditional Suspension of Monthly Rental Fees; Termination for Cause by Customer.** Notwithstanding the termination provisions of the Master Agreement, if a Pyxis Product is not Properly Performing for a reason other than an External Cause, (as such terms are defined in the Support Terms Schedule), for more than thirty (30) consecutive days after Customer has initially contacted CareFusion's technical support center to request Support on that Pyxis Product, then, upon notice from Customer to CareFusion ("Election Notice"), CareFusion will suspend the Rental Term for the applicable Pyxis Product, beginning the month in which Customer requested such suspension ("Election Month") and continuing until the first day of the month following the month in which the Pyxis Product becomes Properly Performing. CareFusion shall reimburse Customer the Monthly Rental Fees paid by Customer for that Pyxis Product for any Election Month.

If a Pyxis Product is not Properly Performing for a reason other than an External Cause for more than ninety (90) consecutive days after Customer has initially contacted CareFusion's Technical Support Center to request Support on that Pyxis Product, Customer may notify CareFusion of its desire to terminate the remaining Rental Term for the applicable Pyxis Product ("Termination Notice"). CareFusion shall then (i) terminate the remaining Rental Terms, effective on the first day of the month following the month that CareFusion receives such notice; and (ii) de-install and remove the applicable Pyxis Product from Customer's facility. Customer shall then have no further obligation with regard to that Pyxis Product.



Schedule CareFusion Software Services For Pyxis Products only

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. Perpetual licenses do not apply to Pyxis Products rented from CareFusion.

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 initial twelve (12) month 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) Customer has an option to renew for additional one (1)-year periods provided that Customer notifies CareFusion in writing at least thirty (30) days prior to the annual renewal 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.

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) Customer has an option to renew for additional one (1)-year periods provided that Customer informs CareFusion in writing at least thirty (30) days prior to the annual renewal 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.

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:

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 CareFusion's normal business hours. Pyxis Products will have the same support as identified on the Pyxis Support Terms Schedule.

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



**Schedule
CareFusion Software Services
For Pyxis Products only**

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 any such 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 Customer or its affiliates, related entities or facilities.



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.** 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 **No Warranties.** THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CAREFUSION AND THIRD PARTY EXCLUDE AND DISCLAIM 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, neither CareFusion nor Third Party has any 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 or Third Party should have been aware of the possibility of damages. In no event will CareFusion be liable for any amount in excess of two hundred fifty dollars (\$250.00). It is acknowledged and agreed by the Parties that the foregoing limitation does not apply to limit CareFusion's indemnification obligations in relation to any other obligations provided in the Master Agreement.

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 Pyxis® Products Implementation Terms

These terms apply to implementation services for Pyxis® Equipment and Pyxis Software Products (collectively, "Pyxis Products") provided by CareFusion to Customer pursuant to applicable Customer Agreements (or, if applicable, a Rental Agreement or Purchase Agreement) (each, a "Customer Agreement") between the Parties.

1. **Implementation Terms.** These implementation terms (the "Implementation Terms"), together with the Implementation Timeline attached to a Customer Agreement, describe the process, tasks, responsibilities, completion criteria and deliverables for the Pyxis Products implementation project ("Project").

1.1. **Overall Project.** The Project consists of the installation of the Pyxis Products at Customer's site(s).

1.2. **Project Resources.** CareFusion and Customer agree to provide qualified resources throughout the duration of the Project.

2. **Implementation Fees.** Implementation Fees set forth in the applicable Customer Agreement, if any, will be invoiced upon execution of the Customer Agreement by both Parties.

3. **Implementation Activities.** The Project will be completed in stages as set forth in each Implementation Timeline. If a Customer Agreement contains multiple product lines, then separate Implementation Timelines may be included for each product line, as necessary. CareFusion and Customer will complete any applicable technical, infrastructure, and workflow assessment ("Implementation Assessment") at Customer's site(s), providing the basis for the implementation activities set forth herein and in each Implementation Timeline ("Implementation Activities"). CareFusion and Customer shall use commercially reasonable efforts to complete the Implementation Activities on or before the applicable Completion Date(s) set forth in the Implementation Timeline(s).

4. **Medication Handling.** CareFusion employees and agents ("CareFusion Personnel") shall not handle Customer's medications. Customer must be physically present and capable of observing CareFusion Personnel during any implementation activity in which CareFusion Personnel have access to Customer's medications. If Customer fails to do so, then CareFusion may re-schedule that activity and, upon invoice, Customer will reimburse CareFusion for expenses related to re-scheduling that activity.

5. **Term Begin Date.** The "Term Begin Date" is set forth in the Implementation Timeline. If the Customer Agreement is for the rental of Pyxis Products, then the Rental Term for each Pyxis Product shall begin on the Term Begin Date. If the Customer Agreement is for the purchase of Pyxis Products, then Customer shall pay the Net Purchase Price for each Pyxis Product within thirty (30) days of the Term Begin Date. If, due to the sole fault of CareFusion, a Pyxis Product is not Accepted (as such term is defined in Section 1.5 (Acceptance) of the General Terms and Conditions of the Master Agreement) until after the Term Begin Date, then the Term Begin Date shall be the first day of the month following the date the Pyxis Product is Accepted. The applicable Completion Dates for the Pyxis Products under a Customer Agreement shall not exceed six (6) months from the Term Begin Date. Notwithstanding the foregoing, if a Pyxis Product is not Accepted by the Term Begin Date for any reason that, in CareFusion's reasonable discretion, is not the sole fault of CareFusion (each, a "Delayed Product"), then Customer is nonetheless obligated to pay the applicable rental or purchase fee(s) on the Term Begin Date; provided, however, that if a Delayed Product has not been delivered or installed, then Customer may exchange the Delayed Product for an alternate Pyxis® product ("Alternate Product") of equal or greater value as determined under the then-current Pyxis® product price catalog, subject to the following: (a) if the rental or purchase fee(s) applicable to the Alternate Product is greater than the fee(s) for the Delayed Product, then Customer will pay the difference in such fees in accordance with the terms of the applicable Customer Agreement; (b) Customer will pay any applicable transaction fees, including, without limitation, CareFusion's costs of manufacturing, shipping and freight; and (c) if the Delayed Product has not been delivered to Customer, CareFusion may, at its sole option, cancel the Customer Agreement for that Pyxis Product.

If previously-installed Pyxis® products are being upgraded or subject to new terms and conditions, then the previously-applicable terms and conditions, including payment terms, for those products shall remain in full force and effect until the Term Begin Date, unless otherwise agreed to in writing by the Parties.

6. **Conditions.** The Completion Dates set forth in an Implementation Timeline are contingent upon CareFusion's timely receipt of all properly executed contract documents from Customer prior to the applicable Completion Date and the provision of adequate Customer resources as outlined herein. If Customer fails to provide access or otherwise prevents CareFusion from conducting an Implementation Activity, then (i) CareFusion may adjust affected deadlines and re-schedule the activity, and (ii) Customer shall reimburse CareFusion for expenses incurred due to re-scheduling.



Schedule Pyxis® Products Support Terms

These terms apply to support services ("Support") for Pyxis® Equipment and Integral Software (as such term is defined below) (collectively, "Pyxis Products") provided by CareFusion to Customer pursuant to the applicable Customer Order between the Parties in accordance with Section 1.2 of the Master Agreement. This Schedule does not apply to Software that is licensed separately by CareFusion under a Customer Order; provided, however, that if Software is commercially released or bundled by CareFusion as an integral part of the Pyxis Products under a Customer Order ("Integral Software"), then the terms of this Schedule will apply to the Integral Software.

- 1. Support Term.** The "Support Term" for a Pyxis Product consists of the number of months stated in the applicable Customer Order, starting from the Term Begin Date stated in the applicable Implementation Timeline. If there is no Term Begin Date in an Implementation Timeline, then the initial Support Term will begin on the first day of the month after the Pyxis Product is Accepted. Unless a Party provides at least sixty (60) days' prior written notice of its intention not to extend the Support Term, the initial Support Term will continue on a month-to-month basis ("Extended Term") and the Monthly Support Fee will be based on the month-to-month rate set forth in the then-current Pyxis Product price catalog, less any applicable discounts. Either Party may terminate the Extended Term upon no less than thirty (30) days' prior written notice.
- 2. Payment of Monthly Support Fees.** Customer will pay the Net Monthly Support Fee stated in the Customer Order ("Monthly Support Fee") on the first day of each month during the Support Term. CareFusion may increase the Monthly Support Fee once every twelve (12) months by no more than the Consumer Price Index for medical care or two (2) percent, provided the increase will be effective (i) upon at least ninety (90) days' written notice to Customer and (ii) as of the anniversary date of the initial Support Term.
- 3. Terms Applicable to Product Support.** The Customer Order identifies the Support Program (e.g., Standard, Advanced, or Elite) and product type (e.g., Pyxis® Equipment or Integral Software). Customer's and CareFusion's responsibilities for Support of the Pyxis Products will vary according to the Support Program set forth below.
- 4. Properly Performing.** During the Support Term, CareFusion and Customer, as applicable, will provide Support necessary to keep the Pyxis Products and CareFusion's side of any applicable interfaces ("Interfaces") performing in accordance with the material specifications of the applicable User Guide ("Properly Performing"). If CareFusion determines that a Pyxis Product cannot be made Properly Performing through repair services, then CareFusion will replace portions of the Pyxis Equipment or restore the functionality of the Integral Software, as needed. During any Extended Term, CareFusion will use commercially reasonable efforts to restore the functionality of any Pyxis Product which is not Properly Performing, but will have no obligation to replace Equipment or Integral Software.
- 5. Remote Support Services.** CareFusion will provide remote support services ("RSS") on a 24/7/365 basis through CareFusion's Technical Support Center ("TSC"). To permit access to the Pyxis Product via RSS, Customer will provide high-speed Internet access and firewall modifications to enable connectivity, if applicable. If Customer's system, connectivity, or personnel prevent CareFusion from performing RSS on a Pyxis Product, then: (i) any Guaranteed Response Time or Uptime (as defined below) applicable to that Pyxis Product will be void; and (ii) Customer will pay CareFusion on a time and materials basis for any onsite services. Customer will permit CareFusion to install and maintain at Customer's site the applications necessary to allow the deployment of Updates and Upgrades (as defined below) by RSS. Where RSS is not practical and direct access to equipment is required, Customer will allow CareFusion such access.
- 6. Interface Modification.** If CareFusion modifies an Interface between a Pyxis Product and Customer's information system as part of Support, then Customer will test the modified Interface within seventy-two (72) hours. Customer's sole remedy related to Interface functionality will be for CareFusion to modify the Interface to provide full functionality. If CareFusion modifies an Interface between a Pyxis Product and Customer's information as part of Support, such modification will be included in the Monthly Support Fee unless otherwise stated in this Support Terms Schedule.
- 7. Replacement Parts.** CareFusion will adjust and replace non-consumable parts in Pyxis Equipment, including Pyxis CUBIE® Pockets, which are not Properly Performing for any reason other than an External Cause (as defined below). CareFusion will furnish replacement parts on an exchange basis.
- 8. Preventative Maintenance.** CareFusion will perform onsite preventative maintenance of Pyxis Equipment in accordance with CareFusion's then-current preventative maintenance schedule.
- 9. Procedure to Obtain CareFusion Support.** Customer will promptly contact TSC by phone or through CareFusion's on line support services portal if a Pyxis Product is not Properly Performing and Customer has attempted repair in accordance with applicable



Schedule
Pyxis® Products
Support Terms

Customer Obligations as set forth below. TSC will work with Customer to perform initial troubleshooting. If the problem cannot be resolved in a timely manner through telephone and RSS, then Customer will allow CareFusion's field service representative to perform onsite service. Within 72 hours of completion of any onsite service, Customer will test the connections between the Pyxis Product and Customer's information system.

10. Standard Support Plan. If Customer elects CareFusion's Standard Support Plan, then the following terms will apply and the terms set forth under the Advanced Support Plan and Elite Support Plan will not apply.

10.1 Customer Obligations. Customer will be responsible for support of the following activities:

- (a) **Server Support.** Customer will provide services for (i) Customer's side of station and server network connectivity, (ii) customer-provided server hardware, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.
- (b) **System Requirements.** Customer will provide (i) station and server environment, e.g., power and plugs, etc., (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.
- (c) **Peripherals.** Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.
- (d) **Training Logistics.** CareFusion will inform Customer of training logistic requirements and Customer will provide appropriate resources, space and access to applicable system or equipment at the installation site to support training activities provided by CareFusion to Customer representatives.
- (e) **Virtual Machine (VM) Deployments.** For Integral Software deployed using VM technology, Customer will provide all services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the performance of the applicable relational database server (e.g., MSSQL) instance for the Pyxis Product(s) as set forth in the hardware requirements.
- (f) **Active Directory.** For products that support Active Directory capability, Customer will provide integrated Active Directory services and user administration, e.g., passwords, user log-in, etc.
- (g) **Data Backup.** Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and in accordance with guidelines provided by CareFusion.
- (h) **Maintenance.** Customer will provide (i) basic product feature support for internal staff, including but not limited to general product use, facility-specific and general system settings and user log-in practices, (ii) basic hardware issue resolution, including drawer "jams" due to overfilling, cleaning of biometric identification devices, network cabling issues, and general equipment cleaning, and (iii) customer-specific network connectivity and configuration.
- (i) **Software Patching.** Customer will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Pyxis Products that operate on the Pyxis ES technology platform ("Pyxis ES Products").

10.2 CareFusion Obligations. CareFusion will be responsible for the following Support activities:

- (a) **Maintenance.** CareFusion will provide 24/7/365 support for all Pyxis Products maintenance activities not covered under Section 10.1, Customer Obligations, including but not limited to, (i) all Pyxis Equipment break/fix activities that require a trained service technician for triage, troubleshooting and service part replacement; (ii) server application, (iii) defects in Pyxis Products (iv) station database and operating system services, (v) support for server hardware acquired from CareFusion, and (vi) Interfaces.
- (b) **Software Patching.** CareFusion will schedule and deploy CareFusion-approved software patches for products that are not the responsibility of Customer as set forth in Section 10.1 above (e.g., all stations, servers that are not maintained by Customer).
- (c) **Customer Training.** CareFusion will provide training one time to a mutually agreed-upon number of designated Customer personnel to perform the activities set forth under Section 10.1 above, Customer Obligations item (h) Maintenance.



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11. Advanced Support Plan. If Customer elects the Advanced Support Plan, then the following terms will apply and the terms set forth under the Standard Support Plan and Elite Support Plan will not apply.

11.1 Customer Obligations. Customer will be responsible for Support of the following activities:

- (a) **Server Support.** Customer will provide services for (i) Customer's side of station and server network connectivity, (ii) customer-provided server hardware, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.
- (b) **System Requirements.** Customer will provide (i) station and server environment, e.g., power and plugs, etc., (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.
- (c) **Peripherals.** Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.
- (d) **Training Logistics.** CareFusion will inform Customer of training logistic requirements and Customer will provide appropriate resources, space and access to applicable system or equipment at the installation site to support training activities provided by CareFusion to Customer representatives.
- (e) **Virtual Machine (VM) Deployments.** For Integral Software deployed using VM technology, if the applicable relational database server (e.g., MSSQL) instance is not housed locally in the CareFusion-provided VM container, then Customer will facilitate services for (i) database backup and recovery activities (to the extent that Customer has met its obligations defined in Section 11.1 (g)), (ii) operating system patches, updates and security, and (iii) the applicable relational database server (e.g., MSSQL) instance. If the applicable relational database server instance is housed locally in the CareFusion-provided VM container then CareFusion shall have these obligations as set forth in Section 11.2 (e).
- (f) **Active Directory.** For products that support Active Directory capability, Customer will provide integrated Active Directory services and user administration, e.g., passwords, user log-in, etc.
- (g) **Data Backup.** Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and Integral Software and in accordance with guidelines provided by CareFusion.
- (h) **Maintenance.** Customer will provide (i) basic product feature support for internal staff, including but not limited to general product use, facility-specific and general system settings and user log-in practices, and (ii) customer-specific network connectivity and configuration.
- (i) **Software Patching.** Customer will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Pyxis ES Products.

11.2 CareFusion Obligations. CareFusion will be responsible for the following Support activities:

- (a) **Maintenance.** CareFusion will provide 24/7/365 support for all Pyxis Products maintenance activities including but not limited to (i) basic product feature support, (ii) basic hardware issue resolution, including drawer jams, cleaning of biometric identification devices, and network cabling issues, (iii) all Pyxis Equipment break/fix activities that require a trained service technician for triage, troubleshooting and service part replacement, (iv) defects in Pyxis Products, (v) station database and operating system services, (vi) support for server hardware acquired from CareFusion, and (vii) Interfaces.
- (b) **Software Patching.** CareFusion will schedule and deploy CareFusion-approved software patches for products that are not the responsibility of Customer as set forth in Section 11.1 above (e.g., all stations, servers that are not maintained by Customer).
- (c) **Equipment Relocation.** Upon thirty (30) days' written notice from Customer, CareFusion will relocate Pyxis Equipment to another Customer facility within one hundred (100) miles. Relocation services will be provided during normal business hours or as otherwise mutually agreed upon by Customer and CareFusion.
- (d) **Standard Interfaces.** CareFusion will provide scheduled Interface changes, upgrades, and conversions to standard ADT and billing Interfaces for pharmacy and materials management, as well as profile Interfaces for pharmacies where the Pyxis Profile system is in place and replenishment interfaces outbound only for materials



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management ("Interface Changes"), subject to the following conditions: (i) Interface Changes consist only of adding features and/or functionality to the standard Interfaces; (ii) CareFusion will implement such Interface Changes either remotely or on-site, in its sole discretion, (iii) host conversion Interface Changes will be provided at no additional charge during the Support Term, and (iv) Interface Change conversion assistance to accommodate migrations to new host environments will be provided at no charge during the Support Term; additional interface conversion assistance can be provided as requested by Customer at then-current prices, 24/7 with the exception of federal holidays recognized by CareFusion, less applicable discounts.

Host conversion and Interface modification assistance is provided Monday through Sunday, 24 hours a day as requested by customer with the exception of holidays recognized by CareFusion. Assistance during recognized holidays is available at CareFusion's established Time and Material rates.

- (e) **Virtual Machine (VM) Deployments.** For Integral Software deployed using VM technology, if the applicable relational database server (e.g., MSSQL) instance is housed locally in the CareFusion-provided VM container, then CareFusion will provide services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the applicable relational database server (e.g., MSSQL). If the applicable relational database server instance is not housed locally in the CareFusion-provided VM container then Customer shall have these obligations as set forth in Section 11.1 (e).
- (f) **Customer Training.** CareFusion will provide training one time to a mutually agreed-upon number of designated Customer personnel to perform the activities set forth under Section 11.1, Customer Obligations item (h) Maintenance.

12. Elite Support Plan. If Customer elects CareFusion's Elite Support Plan, then the following terms will apply and the terms set forth under the Standard Support Plan and Advanced Support Plan will not apply except as set forth herein.

12.1 Customer Obligations. Customer will be responsible for Support of the following activities:

- (a) **Server Support.** Customer will provide services for (i) Customer's side of station and server network connectivity, (ii) customer-provided server hardware, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.
- (b) **System Requirements.** Customer will provide (i) station and server environment, e.g., power and plugs, etc., (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.
- (c) **Peripherals.** Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.
- (d) **Data Backup.** Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and in accordance with guidelines provided by CareFusion.

12.2 CareFusion Obligations. CareFusion will be responsible for the following Support activities:

- (a) **Advanced Support Activities.** CareFusion will provide the Support activities set forth in Section 11.2 Advanced Support Plan, CareFusion Obligations, items (a) through (f).
- (b) **Customized Performance Reporting.** CareFusion will provide a quarterly report of Customer's service call activity, TSC cases and performance related to applicable response time or Uptime guarantees within fifteen (15) business days after each calendar quarter during the Support Term.
- (c) **Station Performance Diagnostics.** CareFusion will provide annual Station Performance Diagnostics services for each Pyxis Equipment device to analyze and, where possible, improve device performance.
- (d) **Direct Access to TSC Manager Representative.** CareFusion will designate a TSC manager who will be available during CareFusion's business hours to respond to Customer's questions or concerns regarding the overall quality of TSC support.



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- (e) **Direct Access to Local Service Manager.** CareFusion will designate a local CareFusion Support Service manager who will be available during business hours to discuss Customer's satisfaction with the Support Services and respond to any suggestions Customer may have for improvement.
- (f) **Software Patching.** CareFusion will schedule and deploy CareFusion-approved software patches to stations (e.g., operating system, anti-virus, and product patches). At Customer's request CareFusion will deploy applicable CareFusion product software patches to Customer-owned servers, pending Customer's and CareFusion's review of patch requirements and related system configurations.
- (g) **Station Performance Diagnostics.** For Pyxis ES Products, CareFusion will provide annual Station Performance Diagnostics services for each Pyxis ES Product to analyze and, where possible, improve device performance.
- (h) **Proactive Monitoring.** For Pyxis ES Products, CareFusion will provide continuous 24/7/365 monitoring of Pyxis ES Product performance via Remote Support Services and will proactively notify identified Customer representatives of specific alarms and events that CareFusion has acted upon either to prevent a reactive service condition or to correct a reactive condition that may have occurred.

13. Exclusions and Limitations.

13.1 External Causes. CareFusion is not obligated to perform Support for any part of a Pyxis Product which is not Properly Performing because of: (i) abuse, misuse or vandalism; (ii) unauthorized repairs, including modification, alteration and adjustment; (iii) failure of equipment not supplied by CareFusion; (iii) a computer virus or other disabling code introduced by a source other than CareFusion; (iv) any Support activity that is a Customer obligation as defined under Sections 10.1, 11.1 or 12.1 above ("Customer Obligations"); or (v) Customer prevents or refuses installation of an Update or Upgrade which Customer has purchased or is otherwise entitled to receive (collectively, "External Causes"). If Customer requests that CareFusion attempt to correct a problem with a Pyxis Product attributable to an External Cause, then CareFusion will perform repair services on a time and materials basis at CareFusion's then-current rates and prices.

13.2 Customer Equipment. CareFusion will not be obligated to provide Support for products that are not Pyxis Products, including but not limited to Customer's equipment, software and personal peripheral devices (e.g., mobile devices, printers) used in conjunction with the Pyxis Products.

13.3 Consumables. Support does not include the replacement or installation of consumables, including but not limited to batteries, paper and toner.

13.4 Limitation on Support and Maintenance Activities. Notwithstanding any other provision to the contrary set forth herein, CareFusion shall provide Support and maintenance for the Pyxis Products only with respect to the two (2) most recent Upgrades of the Software provided that products continue to be Properly Performing and those upgrades are compatible with the Customer's information system.

13.5 Additional Services. Any service not specifically identified herein as a component of the Support Plan elected by Customer under the Customer Order may be provided by CareFusion under separate agreement between the Parties at then-current Time and Materials rates for that service ("Additional Services Agreement").

14. Additional Support Terms.

14.1 Guaranteed Response Time. CareFusion guarantees that a field service representative will arrive at the location of the Pyxis Product within the timeframe set forth in the table below, calculated from the time of dispatch from TSC ("Guaranteed Response Time"). If CareFusion is solely responsible for failing to meet the Guaranteed Response Time, then as Customer's sole and exclusive remedy, CareFusion will apply the credit set forth below, provided that Customer gives written notice to CareFusion within the time period specified below. This subsection does not apply to Support cases for Integral Software only.

Support Type	Guaranteed Response Time	Written Notice to be given by Customer to CareFusion	Guaranteed Response Time Credit
Standard Plan	Within 24 hours	Within 10 days of the end of the calendar month in which dispatch occurred	5% of the Monthly Support Fee for the affected Pyxis Product(s)



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Support Type	Guaranteed Response Time	Written Notice to be given by Customer to CareFusion	Guaranteed Response Time Credit
Advanced Plan	Within timeframe set forth in applicable Customer Order, either 8 or 24 hours	Within 10 days of the end of the calendar month in which dispatch occurred	20% of the Monthly Support Fee for the affected Pyxis Product(s)
Elite Plan	Within four hours on 95% of onsite service dispatches that calendar month	Within 10 days of the end of the calendar month in which dispatch occurred	5% of the total Monthly Support Fee for all Pyxis Products

14.2 **Uptime Guarantee.** CareFusion guarantees that a Pyxis Product that is RSS-enabled ("**RSS-Enabled Product**") will be Properly Performing ("**Up**") no less than the percentage set forth in the table below of the total number of hours during each calendar month of the Support Term ("**Uptime Guarantee**"). CareFusion will determine if an RSS-Enabled Product is not Up beginning on the date and time that CareFusion identifies such product as not in service for reasons other than: (i) performance of scheduled preventative maintenance; (ii) delays caused by Customer; (iii) External Cause; or (iv) any period that Customer or Customer's information system does not permit CareFusion to provide Support for such Pyxis Product.

Uptime will be calculated as follows:

Uptime = ((Total # of devices at a site * 24 hrs per day * # days in month) - (Total # of Service Case Hours in the month for that site)) / (Total # of devices at a site * 24 hrs per day * # days in month). "**Service Case Hours**" means the total number of hours required to resolve a reported issue for a Pyxis Product, from the time a case is opened by the TSC until it is closed.

If CareFusion is solely responsible for not meeting the Uptime Guarantee, then, as Customer's sole and exclusive remedy, CareFusion will apply the credit set forth in the table below (if any) to the Total Monthly Support Fee(s) for all RSS-Enabled Pyxis Product(s) subject to the Uptime Guarantee provided that: (i) Customer gives written notice to CareFusion within the timeframe specified below; and (ii) CareFusion verifies Customer's claim. Any credit will be applied in the month following the end of the next business quarter.

Support Type	Uptime Guarantee	Written Notice to be given by Customer to CareFusion	Uptime Guarantee Credit
Standard Plan	None	N/A	N/A
Advanced Plan	97%	Within 30 days of the end of any calendar quarter	5%
Elite Plan	97%	Within 30 days of the end of any calendar quarter	10%

14.3 **Updates.** "**Update**" means a bug fix, patch, error correction, virus update, minor enhancement or modification to existing features to maintain the security or operation of the Integral Software. During the Support Term, if CareFusion generally releases an Update to the Integral Software, then CareFusion will install the Update via RSS or by other means chosen by CareFusion and will deliver notice to Customer of the Update. Customer will promptly test the connections between the Pyxis Product and Customer's information system.

14.4 **Upgrades.** "**Upgrade**" means a major enhancement, new feature or other improvement to the Integral Software, but does not include any hardware, Third Party Software, or any other Integral Software that CareFusion generally licenses separately. During the Support Term, if CareFusion generally releases an Upgrade to the Integral Software, then CareFusion will install the Upgrade via RSS or by other means chosen by CareFusion and will deliver notice to Customer of the Upgrade. Customer will promptly test the connections between the Pyxis Product and Customer's information system.

15. **Onsite Support.** Customer may cancel scheduled onsite Support by delivering notice to TSC no less than two (2) business days prior to the start date. If Customer fails to provide such notice or otherwise prevents CareFusion from performing scheduled onsite Support, then the Guaranteed Response Time will not be honored, and the Uptime calculation will not include the Service Case Hours associated with that service call. CareFusion employees and agents ("**CareFusion Personnel**") shall not handle Customer's medications. Customer must be present and capable of monitoring CareFusion Personnel during any activity involving Pyxis Products in which medications are present. If Customer fails to do so, then Customer will reimburse CareFusion for any expenses related to re-scheduling such activity.



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16. **Termination for Cause by CareFusion.** Notwithstanding anything to the contrary in the applicable Master Agreement, CareFusion may suspend performance of Support under this Schedule, or cancel one or more Support Terms, upon written notice if Customer: (i) fails to comply with any material term or condition under this Schedule, or fails to make any payment required pursuant to any Customer Order for Pyxis Products; and (ii) fails to cure such non-compliance within thirty (30) days (or within ten days for any past due payment) after receipt of such written notice providing full details of such non-compliance.

17. **Conditional Suspension of Monthly Support Fees; Termination by Customer.** Notwithstanding the termination provisions of the Master Agreement, if a Pyxis Product is not Properly Performing (for a reason other than an External Cause), (as such terms are defined above), for more than thirty (30) consecutive days after Customer has initially contacted the Technical Support Center to request Support on that Pyxis Product, then, upon notice from Customer to CareFusion ("Election Notice"), CareFusion will suspend the Support Term for the applicable Pyxis Product, beginning the month in which Customer requested such suspension ("Election Month") and continuing until the first day of the month following the month in which the Pyxis Product becomes Properly Performing. CareFusion shall reimburse Customer the Monthly Support Fees paid by Customer for that Pyxis Product for any Election Month.

If a Pyxis Product is not Properly Performing (for a reason other than an External Cause) for more than ninety (90) consecutive days after Customer has initially contacted the TSC to request Support on that Pyxis Product, Customer may notify CareFusion of its desire to terminate the remaining Support Term for the applicable Pyxis Product ("Termination Notice"). CareFusion shall then (i) terminate the remaining Support Term, effective on the first day of the month following the month that CareFusion receives such notice; and (ii) de-install and remove the applicable Pyxis Product from Customer's facility. Customer shall then have no further obligation with regard to that Pyxis Product.



Schedule RxAuditor™ Automated Drug Control System

These terms apply to the RxAuditor™ Automated Drug Control System Software ("RxAuditor") and drug diversion analytics and reporting services ("RxAuditor Services") provided by CareFusion through Medacis Solutions Group, LLC ("Company") pursuant to Customer's execution of a Customer Order for RxAuditor and RxAuditor Services in accordance with Section 1.1 of the General Terms and Conditions of the Master Agreement. For the avoidance of doubt, the Customer will only be charged if customer elects to execute a Customer Order for RxAuditor. This Schedule, the terms of the Customer Order applicable to the RxAuditor and RxAuditor Services, and the General Terms and Conditions of the Master Agreement (the "RxAuditor Agreement") shall govern Customer's access, use and receipt of the RxAuditor and RxAuditor Services. This Schedule does not apply to any other Software, Product or Service.

1. **RxAuditor Services.** Company will provide to Customer on CareFusion's behalf the following RxAuditor Services during the RxAuditor Services Term defined in Section 2, below: collect, organize, and archive (on a Customer defined basis) all such data provided to Company by Customer through (i) the Pyxis dispensing archive or (ii) a real time data agent, if provided by CareFusion and Company ("Transactional Data"). The Transactional Data will be verified, and then reformatted from its original form into a data-structure compliant to the data structure required by RxAuditor, as needed. The Transactional Data shall include information that is relevant to the business of Customer or its patients, such as information about Customer's business operations, employees or patients. Company utilizes an oracle database to provide the RxAuditor Services to Customer as required by this Schedule.

Once the Transactional Data is compliant with Company's parameters it will be archived by Company in off-site and on-line storage media for real-time and future access by Customer during the RxAuditor Services Term. All Transactional Data sent to Company by Customer will comply with all HIPAA mandates, and will be transmitted utilizing Secured Socket Layer and DigiCert authentication to assure security and confidentiality. Company will use RxAuditor to analyze the Transactional Data providing information solutions for Customer in the form of electronic reports. The end result of the RxAuditor Services performed against Transactional Data will be achieved by the patented methods and processes designed and engineered by Company in RxAuditor. The information solution provided to Customer will be based directly on the analysis of Transactional Data through Customer-defined parameters. Customer and Company will jointly perform this analysis through Customer-defined parameters prior to the start date of the RxAuditor Services Term. Customer may change the parameters under which its Transactional Data will be analyzed by giving written notice of such change to Company and to CareFusion. The RxAuditor: Customer Parameter Checklist form which is attached hereto as Attachment 1 will be used to document Customer-defined parameters.

Customer will receive the electronic reports identified in the report checklist attached hereto as Attachment 2 on a monthly or an on-demand basis as applicable; however, Company from time to time may change the scope, content, or results of any of the following reports or may add or delete reports from the following list upon consultation with Customer. These changes will enhance functionality of RxAuditor and will not become effective without prior approval of Customer.

2. **Term and Payment.** The initial term of the RxAuditor Services shall be five (5) years ("RxAuditor Service Term"). The start date for the RxAuditor Service Term, the monthly subscription fee ("Monthly Fee") and the RxAuditor Service one-time implementation fee payable by Customer to CareFusion shall be set forth in the Customer Order. As applicable, CareFusion may additionally charge Customer taxes for RxAuditor and RxAuditor Services in accordance with Section 1.8 of the General Terms and Conditions. The RxAuditor Service Term may be renewed for an additional five (5) year period, by written amendment to CareFusion at least sixty (60) days prior to the renewal date for each such period.

3. **Service Warranty.** Neither CareFusion nor Company grant any express or implied warranty beyond what has been described in this Schedule. Customer will not hold CareFusion or Company responsible for incomplete or invalid Transactional Data provided to Company. It is Customer's responsibility to ensure that Company has been provided with complete and correct Transactional Data for the RxAuditor Services. Company warrants that Customer will receive a reasonably complete and accurate analysis of the Transactional Data as properly provided by Customer to Company. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **Transactional Data Confidentiality.** CareFusion and Company and their respective agents will be instructed as to the terms and conditions of this Schedule regarding access to patient information prior to being given access to such Transactional Data. CareFusion will take reasonable care to secure Transactional Data while it is processed via electronic protocols (i.e., the Internet).

Notwithstanding anything to the contrary set forth in the Business Associate Agreement or any other agreement between the Parties relating to PHI, in the event of an unauthorized disclosure of PHI by Company or CareFusion, Customer shall provide Company and



Schedule RxAuditor™ Automated Drug Control System

CareFusion written notice of breach with an opportunity to cure within thirty (30) days. If such breach is not cured within such cure period, then Customer may terminate the RxAuditor Agreement and stop providing all Transactional Data for RxAuditor Services to Company. This termination right shall have no effect upon any right or obligation created by any other written agreement between CareFusion and Customer.

5. **RxAuditor Confidentiality.** In addition to the confidentiality restrictions set forth in Section 8.2 of the General Terms and Conditions, Customer also agrees to keep confidential any and all information, knowledge, materials, literature, software, designs, or conceptual knowledge regarding the Company, RxAuditor and RxAuditor Services. Customer also agrees that all information regarding RxAuditor and the RxAuditor Services and all intellectual property rights including copyrights and patents of RxAuditor and RxAuditor Services are proprietary in nature and are the sole property of Company. Customer recognizes that any disclosure to a third party of the content of RxAuditor or RxAuditor Services is strictly prohibited during the RxAuditor Service Term and thereafter until the date the information is found by a court of competent jurisdiction to be unprotectable under applicable law, but never less than five (5) years after termination of the RxAuditor Agreement.

6. **CareFusion Liability.** In addition to the limitations set forth in Section 5.1 of the General Terms and Conditions, CareFusion's (to include Company) liability shall in any event be limited to the aggregate amount of the fees paid by Customer to CareFusion under the Customer Order for RxAuditor and the RxAuditor Services for the twelve (12) months immediately preceding the claim.

7. **Survival.** Sections 4 and 5, 6, 7, 8, 10 and 11 and those portions of Section 2 which by their nature are intended to survive shall survive termination of the RxAuditor Agreement.

8. **Binding.** The terms of this Schedule shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives, and assigns of the Parties as permitted under the Master Agreement General Terms and Conditions. As between CareFusion and Customer, the Parties agree Company is and shall be deemed to be a third party beneficiary of the RxAuditor Agreement.

9. **Service Level.** CareFusion shall provide first line, initial support to Customer's call to report a problem or defect that causes the supported version of RxAuditor to fail to provide the reports set forth in Attachment 2 (each, a "Problem"). CareFusion will then transfer the Problem to Company. As long as Company can verify and reasonably reproduce the Problem, Company will, in accordance with the Service Levels below, provide an initial response to Customer for each Problem so reported (a "Problem Report") by assigning a unique identifier to each individual Problem (the "Response"), investigate each Problem to determine the nature and origin of such Problem for reporting to Customer (the "Diagnosis"); and use commercially reasonable efforts to remediate the Problem such that normal functioning resumes as if no Problem had occurred ("Resolution"). In the case of a Severity 1 Problem, Company may instead of providing a Resolution, provide a temporary fix, patch or substitute component that allows for a reasonable software-based substitute for the functionality affected by the Problem with only minimal loss or degradations in performance, permitting the Problem to be downgraded to a Severity 3 Problem ("Workaround"). For avoidance of doubt, once downgraded to a Severity 3 Problem, Company shall provide a Resolution to the Problem in accordance with the Severity 3 Problem Resolution Service Level. These Service Level terms do not apply to Problems or other defects caused by: Customer's or a third party's software, hardware, services and/or equipment or corruption or defect in Transactional Data or the data of any third party; Customer's failure to comply with the user and related documentation published for the supported version; failure of Customer's designated technical contacts to be available or knowledgeable; and/or resulting from modifications or alterations of the supported version by any individual or entity other than Supplier.

Problem Severity Level	Response Service Level	Diagnosis Service Level	Resolution Service Level	SLA Credit*
Severity 1 - RxAuditor is completely inoperative.	Response within 1 business hour of Problem Report.	Problem Diagnosis complete within 4 business hours of Problem Report.	Resolution or Workaround no later than 8 business hours of Problem Report.	50%
Severity 2 - loss of documented material functionality or features such that all or a substantial portion of RxAuditor cannot be used.	Response within 2 business hours of Problem Report.	Problem Diagnosis complete within 8 business hours of Problem Report.	Resolution no later than 3 business days following Problem Report.	25%



Problem Severity Level	Response Service Level	Diagnosis Service Level	Resolution Service Level	SLA Credit*
in production without difficulty or adverse impact on Customer's operations				
Severity 3 - loss of documented material functionality or features but RxAuditor can still be used in production without adverse impact on Customer's operations.	Response within 4 business hours of Problem Report (this Service Level shall not apply to downgraded Problems).	Problem Diagnosis complete within 5 Business Days of Problem Report (the preceding sentence of this Diagnosis Service Level shall not apply to downgraded Problems).	Resolution within 10 business days of Problem Report.	None
Severity 4 - a Problem that does not impact the ability or level of effort to use RxAuditor, including any incompatibility discovered with another product that must be used in the same environment as RxAuditor.	Response next business day of Problem Report	Problem Diagnosis complete within 10 Business Days of Problem Report.	Resolution will be provided in next periodic maintenance release.	None

*"SLA Credit" means the percentage of the Credit Pool assigned to that severity level where "Credit Pool" means 10% of total monthly fee paid for RxAuditor and RxAuditor Services. The SLA Credit shall only apply for Company's failure to use commercially reasonable efforts to meet the Resolution Service Level and constitutes Customer's sole and exclusive remedy and CareFusion's and Company's only liability with regard to Problems associated with RxAuditor or any RxAuditor Services. Customer must request in writing the SLA Credit to CareFusion. In no event shall SLA Credit exceed the Credit Pool.



Schedule
RxAuditor™ Automated Drug Control System

Attachment 1

[Attach Client Profile Checklist]



Attachment 2
Electronic Reports

RxAuditor OnDemand Drug Control System		Monthly PDF's		Web Based
		Hospital Wide	Station Level	OnDemand
Clinical Reporting	Hot List Audit Total Count	✓		
	Hot List Audit Daily Average	✓		
	RxDiversion Index Total Count	✓		✓
	RxDiversion Index Daily Average	✓		✓
	Hot User Archive Index	✓		
	Drug Audit	✓	✓	✓
	Daily Average Drug Audit	✓	✓	✓
	Transaction Audit	✓	✓	✓
	Daily Average Transaction Audit	✓	✓	
	CS Medication Audit	✓		
	CS Medication Dispense Audit		✓	
	Peer Removal Summary Audit	✓		
	Peer Removal Detail Audit		✓	
	CS Balance Audit	✓		
	CS Discrepancy Audit	✓		
	CS Discrepancy Resolution Audit	✓		
	CS Inventory Compliance Audit	✓		
	Waste Buddy Audit	✓		✓
	Wasted Transaction Audit		✓	
	Override Medication Audit	✓		
	Override Station Audit	✓		✓
	Override Detail Audit		✓	✓
	Override Time Audit	✓		
	Override Summary Audit		✓	
	Override Response Audit		✓	
	High Level Screening Audit		✓	
	New Report			✓
	My Reports			✓
	Clinical Assessment			✓
	ADR Surveillance			✓
	JC Override Monitor			✓
	RxAuditor Report Card			✓
Economic Reporting	Inventory Shrinkage Audit	✓		✓
	Discrepancy Station Audit		✓	✓
	Temporary Patient Audit	✓		
	Temporary Patient Detail Audit		✓	
	Expired Medication Audit	✓		✓
	Expired Medication Station Audit		✓	✓
	Economic Opportunity			✓
	Cabinet Optimization			✓
	RxAuditor Report Card			✓
Operational Reporting	Aggregate Transaction Audit	✓	✓	
	Work Load Performance Audit	✓		
	Work Load Station Audit		✓	
	Transaction Station Audit	✓		
	Stock Out Audit	✓		✓
	Stock Out Detail Audit		✓	✓
	Stock Out Time Audit	✓		
	Stock Out Replenishment Audit	✓		
	Blind Stock Out Audit	✓		
	Blind Stock Out Detail Audit		✓	
	Refill Audit	✓		✓



Schedule
RxAuditor™ Automated Drug Control System

	Refill Detail Audit		✓	✓
	Zero Refill Summary Audit	✓		
	Zero Refill Detail Audit		✓	
	Vend to Refill Summary Audit	✓		
	Vend to Refill Detail Audit		✓	
	Service Message Audit	✓		
	Service Message Detail Audit		✓	
	Temporary User Audit		✓	
	Temperature Log Report		✓	
	Load/Unload Report			✓
	Rx Discrepancy			✓
	Cabinet Optimization			✓
	RxAuditor Report Card			✓
<i>Inventory Optimization Report</i>	90 Day Refill Optimization Report		✓	
	90 Day Recommended Inventory Report		✓	

Document comparison by Workshare Compare on Tuesday, February 09, 2016
1:16:45 PM

Input:	
Document 1 ID	file://S:\AIS03_Contracts_Contracts\Agreements & Addenda\Master Agreements\CFN Master Agreement Templates (Released 2012 06)\Master Agreement and Schedules\RxAuditor Schedule TRACK 20150227.docx
Description	RxAuditor Schedule TRACK 20150227
Document 2 ID	file://C:\Users\sandy.garcia\Desktop\U.S. Domestic\RIVERSIDE\Final 1.29.16\clean\Riverside County Master Agreement_1642700_CLEAN_ES_20160129.docx
Description	Riverside County Master Agreement_1642700_CLEAN_ES_20160129
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	556
Deletions	15
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	571