



SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 15.5
(ID # 21422)

MEETING DATE:

Tuesday, March 28, 2023

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Approve the Master Agreement and Signature Page of Multiple Agreements with CareFusion Solutions for BD Pyxis Products for a period of ten (10) years. All Districts. [Total Agreement Cost \$17,277,720; \$1,727,772 annually; up to \$172,777.20 in Additional Compensation Annually] 100% - Hospital Enterprise Fund 40050

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Master Agreement and Signature Page of Multiple Agreements (“Agreements”) with CareFusion Solutions for BD Pyxis Products, effective upon signature for a period of ten (10) years and not to exceed an amount of one million seven hundred twenty-seven thousand seven hundred and seventy-two dollars (\$1,727,772) annually and authorize the Chair of the Board to sign the Agreements on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved as to form by County Counsel, to sign amendments that stay within the intent of the original Agreements and to sign amendments to the compensation provisions that do not exceed the sum total of 10% of the total annual cost of the Agreements.

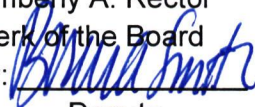
ACTION:Policy


 Jennifer Cruikshank, Chief Executive Officer – Health System 3/14/2023

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
 Nays: None
 Absent: None
 Date: March 28, 2023
 xc: RUHS-Medical Center

Kimberly A. Rector
 Clerk of the Board
 By: 
 Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,727,772.00	\$1,727,772.00	\$17,277,720.00	\$1,727,772.00
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% - Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 32/33	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The requested Board action will approve the Master Agreement and Signature Page of Multiple Agreements (“Agreements”) which include Customer Orders, Implementation, Credit and Amendments to Customer Orders between Riverside University Health System – Medical Center (RUHS-MC) and CareFusion Solutions. This Master Agreement will allow RUHS-MC to upgrade systems and pay invoices for automated pharmaceutical tracking and dispensing systems, thereby allowing RUHS-MC the ability to meet regulatory compliance standards as mandated by the State of California. Customer Orders confirm the dispensing machines RUHS-MC is leasing, establish the period of performance for service, and guarantee rates for the term of the contract with clear Implementation Timelines for all system upgrades. CareFusion Solutions will extend prorated credit of four hundred twenty-four thousand eight hundred thirty dollars (\$424,830) to RUHS-MC once all of upgrades have been implemented as outlined in the Customer Order and Implementation Timelines.

CareFusion Solution’s BD Pyxis machines are an integral part of RUHS-MC’s Direct Patient Care as Automated Drug Delivery Systems are a mandated requirement by the California State Board of Pharmacy Title 16, California Code of Regulation (CCR) sections 4119.11. BD Pyxis System and Products (“BD Pyxis”) provide multiple RUHS-MC locations with medication storage, safety, and availability. Costs associated with inventory inefficiencies, extra labor time for nurses, physicians, and pharmacist patient care time will increase. Approving this Master Agreement will continue to allow RUHS-MC to utilize the BD Pyxis to ensure consistent patient care without interruption.

Impact on Residents and Businesses

These services are a component of RUHS’s system of care aimed at meeting regulatory requirements and help prevent drug diversion while controlling inventory stored at the nurse units.

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Additional Fiscal Information

There are sufficient funds in the Department's budget for FY 22/23 to cover this proposed increase and no additional County funds are required.

Contract History and Price Reasonableness

On March 23, 2016, the Purchasing Agent executed a Master Agreement for Pyxis Automation Technology with CareFusion Solutions, LLC dba BD CareFusion effective March 23, 2016 through June 30, 2020.

On June 21, 2018, the Purchasing Agent executed the First Amendment to the Master Agreement for Pyxis Automation Technology with CareFusion Solutions, LLC dba BD CareFusion, to acquire another Pyxis Automation Technology System for the Riverside County Fire Department Station 1, not exceed the amount of three hundred and four thousand four hundred and seventeen dollars (\$304,417).

On December 17, 2019, the Purchasing Agent executed the Second Amendment to the Master Agreement for Pyxis Automation Technology with CareFusion Solutions, LLC dba BD CareFusion, effective December 1, 2019, to extend the period of performance through March 31, 2022, extended a credit for system upgrades, and correct customers name to Riverside University Health Systems - previously entered into the Agreement as Riverside County Regional Medical Center.

On April 6, 2022, the Purchasing Agent executed the Third Amendment to Customer Order for Pyxis Automation Technology with CareFusion Solutions, LLC dba BD CareFusion, effective April 6, 2022, to acquire four (4) new Pyxis products.

BD Pyxis are an integral part of Riverside University Health Systems Direct Patient Care as a mandated requirement by the California State Board of Pharmacy Title 16, California Code of Regulation (CCR) sections 4119.11. Approving the Master Agreement with CareFusion Solutions allows Riverside University Health System to redeem credits due to the fleet of BD Pyxis units on-site at RUHS-MC. CareFusion Solutions will extend prorated credit of four hundred twenty-four thousand eight hundred thirty dollars (\$424,830) to RUHS-MC once all of upgrades have been implemented as outlined in the Customer Order and Implementation Timelines.

The Agreements require Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$750,000 threshold for contracting with a single vendor for pharmaceuticals computer systems per the Patient Care Resolution 2021-116.

SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTACHMENTS:

Attachment A: MASTER AGREEMENT AND SIGNATURE PAGE FOR MULTIPLE
AGREEMENTS WITH CAREFUSION SOLUTIONS, LLC.



Meghan Hahn, Deputy Director of Procurement

3/14/2023



Steven Atkeson

3/17/2023



Gregg Gu, Chief Deputy County Counsel

3/15/2023



Signature Page

Agreements for BD Pyxis™ Products

By execution of this document (“Signature Page”), CareFusion Solutions, LLC, a Delaware limited liability company (together with its affiliates, “CareFusion”) and County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System (RUHS) (“Customer”) (collectively, the “Parties”) agree as follows:

1. **Signature of Multiple Agreements for Administrative Convenience.** Customer hereby represents: (i) its authority to sign each of the agreements attached hereto and listed below (collectively, the “Agreements”); and (ii) that signature of this Signature Page shall for all intents and purposes constitute a signature on the respective Agreements (see table below):
 - Six (6) Customer Orders (see table below);
 - Two (2) Amendments to Customer Orders numbered 1000049219 and 1000076805;
 - Three (3) Implementation Timelines
 - One (1) Customer Order Attachment – Credit (“Credit”)

Ship-To Party Name and Number	Customer Order Number	Deal Type	Accompanying Documents
COUNTY OF RIVERSIDE – RUHS - 1642700	BD HealthSight™: 1000213338	Lease	• Implementation Timeline
COUNTY OF RIVERSIDE – RUHS - 1642700	BD HealthSight™: 1000213315	Lease	• Implementation Timeline
COUNTY OF RIVERSIDE – RUHS - 1642700	BD Logistics™: 1000222800, 1000224744	Lease	• Implementation Timeline
COUNTY OF RIVERSIDE – RUHS - 1642700	BD Pyxis™ Refrigerator: 1000209852	Lease	• Implementation Timeline
COUNTY OF RIVERSIDE – RUHS - 1642700	BD Pyxis™ Upgrade: 1000218044	Lease	• Credit COA • Implementation Timeline
COUNTY OF RIVERSIDE – RUHS - 1642700	BD Pyxis™ Upgrade: 1000218071	Lease	• Implementation Timeline

* The Parties acknowledge and agree that the Implementation Timeline applicable to each Customer Order may be provided for Customer’s signature separately from the documents hereunder.

2. **Master Agreement; Governing Terms.** For the avoidance of any doubt, the Master Agreement shall govern and control any and all Customer Orders between the Parties, including the Customer Orders, Customer Order Attachments, Customer Order Amendments and Implementation Timelines identified in this Signature Page.
3. **Separate Agreements; Order of Precedence.** Each of the Agreements is a separate and distinct agreement between the Parties. In the event of any conflict, the order of precedence shall be as follows:
 - Master Agreement
 - Signature Page;
 - Customer Order Attachment(s);
 - Implementation Timeline(s);
 - Customer Order(s); and
 - Customer Order(s) Amendment(s).
4. **Counterparts; Execution.** This Signature Page may be executed by the Parties hereto by paper or electronic means, and individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement.

[Signatures on following page.]

MAR 28 2023 15.5



Signature Page
Agreements for BD Pyxis™ Products

IN WITNESS WHEREOF, the Parties hereby indicate their agreement to the terms of this Signature Page by the signatures of their authorized representatives.

COUNTY OF RIVERSIDE, a
political subdivision of the state of
California
#1642700

CAREFUSION SOLUTIONS,
LLC, a Delaware limited liability
company

Notice Address:
26520 Cactus Ave
Moreno Valley, CA 92555-3927

Notice Address:
3750 Torrey View Court
San Diego, CA 92130

By: [Signature]

Print: Kevin Jefferies

Title: Chair, Board of Supervisors

Date: 3/28/23

State of Incorporation: Delaware



By: Joshua Meersman

Print: Joshua Meersman

Title: Sr. Manager, Capital Contracting MMS

Effective Date: 03-Mar-2023

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: [Signature]

Print: KIMBERLY A. RECTOR

Title: Deputy

Date: 3/28/23

APPROVED AS TO FORM:
COUNTY COUNSEL

By: Esen Sainz

Print: Esen Sainz

Title: Deputy County Counsel

Date: Mar 6, 2023

MAR 28 2023 15.5



Customer Order Attachment Credit

This Customer Order Attachment (“Attachment”) applies to Customer Order Number 1000218044 (the “Customer Order”). This Attachment does not apply to any other Product under the Master Agreement between the Parties or any other customer order.

RECITALS

WHEREAS, effective December 18, 2019, the Parties entered into customer order numbered 1000166803 for the rental and support of BD Pyxis™ MedStation™ 4000 products and BD Pyxis™ Anesthesia Station 4000 products thereunder (the “4000 Products”), with a Customer Order Attachment including a contingent Credit if Customer noticed CareFusion of its intent to upgrade the 4000 Products to BD Pyxis™ MedStation™ ES and BD Pyxis™ Anesthesia Station ES Products during the Initial Term (prorated for any Products not subject to upgrade).

WHEREAS, Customer has noticed CareFusion of its intent to upgrade the 4000 Products as part of the Customer Order, and is eligible to receive a prorated Credit of four hundred twenty-four thousand eight hundred thirty dollars (\$424,830) as set forth herein.

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into this Amendment as if fully set forth herein.
2. **Credit.** Within thirty (30) days from the Term Begin Date stated in the Implementation Timeline (“Term Begin Date”), CareFusion will issue a rebate to Customer in the form of a credit (“Credit”) in an amount determined in accordance with **Section 2.1**, below (the “Credit Amount”), in consideration of and provided that Customer meets the conditions identified in **Section 2.2**, below (the “Credit Conditions”).

2.1 Credit Amount. The Customer’s Target Credit Amount is four hundred twenty-four thousand eight hundred thirty dollars (\$424,830) (the “Target Credit Amount”). The Credit Amount actually earned by Customer is calculated as the Target Credit Amount multiplied by the ratio of the Contract Value of the Products Accepted by Customer as of the Term Begin Date to the total Contract Value of the Customer Order as of the Term Begin Date (such ratio being the “Percent of Installation Complete”). The Credit Amount shall be zero dollars (\$0) if the Percent of Installation Complete is less than seventy percent (70%) as of the Term Begin Date. For purposes of this Section, the “Contract Value” of lease agreements shall mean the net Monthly Rental Fee for each Product multiplied by the total number of months in the Rental Term and, for purchase agreements, shall mean the net purchase price for each Product as stated in the Product Schedule attached hereto. A Product will be considered “Accepted” when Customer has indicated its agreement that the Product was properly installed by executing the Equipment Confirmation Form provided by CareFusion. See the table below for example calculations of a Credit Amount:

Target Credit Amount	Total Contract Value of Customer Order as of Term Begin Date	Contract Value of Products Accepted by Customer as of Term Begin Date	Percent of Installation Complete	Credit Amount Earned
\$100,000	\$1,000,000	\$650,000	65%	\$0
\$100,000	\$1,000,000	\$700,000	70%	\$70,000
\$100,000	\$1,000,000	\$850,000	85%	\$85,000
\$100,000	\$1,000,000	\$1,000,000	100%	\$100,000

2.2 Credit Conditions. For Customer to earn a Credit per this Attachment, Customer must meet the following conditions:



Customer Order Attachment Credit

- (a) Customer shall not be subject to a CareFusion credit hold or accounts payable escalation process, or in default or breach under any agreement between the Parties; and
- (b) Customer shall have Accepted at least seventy percent (70%) of the Products on or before the Term Begin Date.

2.3 Use of Credit. The Credit will be used by Customer within twelve (12) months from the date of issuance and shall be applied toward any obligation for CareFusion products and/or associated services rendered to Customer by CareFusion.

2.4 Lease Agreements: Credit Repayment Period. For purposes of this Section 2.4, the Credit Repayment Period for a Customer Order that is a lease agreement ("Lease Agreement") is thirty-six (36) months from the Term Begin Date. If a Lease Agreement is terminated prior to the one (1) year anniversary of the Term Begin Date, then Customer shall repay the Credit Amount to CareFusion in full. If the Lease Agreement terminates between the first agreement anniversary and the third agreement anniversary, then Customer will repay CareFusion an amount equal to the Credit Amount multiplied by a fraction, the numerator of which is the number of full months remaining in the Credit Repayment Period at the time of termination and the denominator of which is the total number of months in the Credit Repayment Period (i.e., Repayment Amount = Remaining Months of Credit Repayment Period/ 36 x Credit Amount). If the Lease Agreement terminates after the end of the Credit Repayment Period, Customer will not be required to repay any portion of the Credit.

2.5 Proper Reporting of Discounts and Pricing. The prices under this Customer Order 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 this Customer Order, 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 this Customer Order 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 this Customer Order and all other documentation regarding this Customer Order, together with the invoices for the products hereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

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

COUNTY OF RIVERSIDE
1642700

CAREFUSION SOLUTIONS, LLC

Notice Address:

26520 Cactus Ave
Moreno Valley, CA 92555-3927

Notice Address:

3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: Delaware

By: /s/ see signature page _____

By: /s/ see signature page _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



Implementation Timeline

Solution / Product(s): RUHS HealthSight Main & Arlington -
Customer Name: Riverside University Health System Medical Center
 (FKA Riverside County Regional)
Customer Order Number: 1000213315, 1000213338
Timeline Create Date: 2/27/2023
Timeline Expiration Date: 3/31/2023

This Implementation Timeline applies to the Products identified in the Customer Order(s) (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement) referenced above (each, a "Customer Order"). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions, Master Rental Terms and Conditions, or Master Purchase Terms and Conditions) in effect between the parties. Pursuant to the Statement of Standard Services provided by CareFusion, CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date, provided that such services will be performed by CareFusion during the applicable business hours identified in CareFusion's Statement of Standard Services, unless otherwise agreed to by the parties in writing and in advance. Services requested beyond the scope of the Statement of Standard Services are available for an additional per diem fee. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon dates mutually agreed upon by the parties in writing.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	1/8/2024
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. <u>Customer</u> procures third-party hardware equipment (if necessary).	1/12/2024
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	3/13/2024
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	4/18/2024
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	7/9/2024
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	8/1/2024
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	8/2/2024
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	7/26/2024
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	8/2/2024
Term Begin Date		N/A
Implementation Timeline Assumptions	Description	
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.	
Additional Assumptions	None	

Implementation Timeline is valid if signed by both Parties by the Timeline Expiration Date. Each person signing this Implementation Timeline represents that he/she intends to and has the authority to bind his/her respective Party to this Implementation Timeline. Implementation will not commence nor products ship before this Implementation Timeline is processed with an executed Customer Order.

Riverside University Health System Medical Center (FKA Riverside County Regional)	CareFusion Solutions, LLC
Sign: /s/ see signature page	Sign: /s/ see signature page
Print:	Print:
Title:	Title:
Date:	Date:

Created by: Kimberly Champagne

Created on: 2/27/2023 8:02 AM



Implementation Timeline

Solution / Product(s): RUHS ES Upgrade Main & Arlington -
Customer Name: Riverside University Health System Medical Center
 (FKA Riverside County Regional)
Customer Order Number: 1000224744, 1000222800
Timeline Create Date: 2/21/2023
Timeline Expiration Date: 3/31/2023

This Implementation Timeline applies to the Products identified in the Customer Order(s) (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement) referenced above (each, a "Customer Order"). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions, Master Rental Terms and Conditions, or Master Purchase Terms and Conditions) in effect between the parties. Pursuant to the Statement of Standard Services provided by CareFusion, CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date, provided that such services will be performed by CareFusion during the applicable business hours identified in CareFusion's Statement of Standard Services, unless otherwise agreed to by the parties in writing and in advance. Services requested beyond the scope of the Statement of Standard Services are available for an additional per diem fee. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon dates mutually agreed upon by the parties in writing.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	7/17/2023
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. <u>Customer</u> procures third-party hardware equipment (if necessary).	7/10/2023
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	9/25/2023
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	10/9/2023
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	10/30/2023
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	11/20/2023
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	11/17/2023
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	11/27/2023
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	12/1/2023
Term Begin Date		1/1/2024

Implementation Timeline Assumptions	Description
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.
Additional Assumptions	None

Implementation Timeline is valid if signed by both Parties by the Timeline Expiration Date. Each person signing this Implementation Timeline represents that he/she intends to and has the authority to bind his/her respective Party to this Implementation Timeline. Implementation will not commence nor products ship before this Implementation Timeline is processed with an executed Customer Order.

Riverside University Health System Medical Center (FKA Riverside County Regional)	CareFusion Solutions, LLC
Sign: /s/ see signature page	Sign: /s/ see signature page
Print:	Print:
Title:	Title:
Date:	Date:



Implementation Timeline

Solution / Product(s): RUHS ES Upgrade Main & Arlington -

Logistics

Customer Name: Riverside University Health System Medical Center

(FKA Riverside County Regional

Customer Order Number: 1000224744, 1000222800

Timeline Create Date: 2/21/2023

Timeline Expiration Date: 3/31/2023

This Implementation Timeline applies to the Products identified in the Customer Order(s) (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement) referenced above (each, a "Customer Order"). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions, Master Rental Terms and Conditions, or Master Purchase Terms and Conditions) in effect between the parties. Pursuant to the Statement of Standard Services provided by CareFusion, CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date, provided that such services will be performed by CareFusion during the applicable business hours identified in CareFusion's Statement of Standard Services, unless otherwise agreed to by the parties in writing and in advance. Services requested beyond the scope of the Statement of Standard Services are available for an additional per diem fee. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon dates mutually agreed upon by the parties in writing.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	7/17/2023
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. Customer procures third-party hardware equipment (if necessary).	7/10/2023
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	9/25/2023
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	10/9/2023
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	10/30/2023
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	11/20/2023
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	11/17/2023
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	11/27/2023
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	12/1/2023
Term Begin Date		1/1/2024

Implementation Timeline Assumptions	Description
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.
Additional Assumptions	None

Implementation Timeline is valid if signed by both Parties by the Timeline Expiration Date. Each person signing this Implementation Timeline represents that he/she intends to and has the authority to bind his/her respective Party to this Implementation Timeline.

Implementation will not commence nor products ship before this Implementation Timeline is processed with an executed Customer Order.

Riverside University Health System Medical Center (FKA Riverside County Regional	CareFusion Solutions, LLC
Sign: /s/ see signature page	Sign: /s/ see signature page
Print:	Print:
Title:	Title:
Date:	Date:



Customer Order

Customer Order Date: 02/01/2023
Customer Order : 1000213338

Customer Information

Sold To:		Ship To:	Bill To
Legal Name:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	Same as (Circle) Sold To: Ship To:
DBA:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	
Street Address:	26520 CACTUS AVE	26520 CACTUS AVE	
City, St., Zip:	MORENO VALLEY, CA 92555-3927	MORENO VALLEY, CA 92555-3927	
Customer No.	1642700	1642700	

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order 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 "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee (s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

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 RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM

Sign: /s/ see signature page
Print: _____
Title: _____ Date: _____

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287
Sign: /s/ see signature page
Print: _____
Title: _____ Date: _____

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

SALES ASSOCIATE: Samir Nassar
Email: sam.nassar@bd.com



Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
 Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700

GPO: VIZIENT CE7136 DISPENSING CE7136

**Customer Order
 Product Schedule**

Customer Order : 1000213338

Support Level: Comprehensive

Rental and Support Term: 120 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023

Current Products				New Products													
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee			
		Current	Support								List	Net	Extended	List	Net	Extended	
42353869	5yr RxAuditor On Demand Lic 401+ Beds	\$ 1,025.00	\$ 0.00	NOT ON FILE			RETURN TO CAREFUSION		CNL								
		\$ 0.00	\$ 0.00		137657-01		DATA MAPPING SERVICES		SWN	1	\$ 333.00	\$ 333.00	\$ 333.00	\$ 0.00	\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00		1112-00		HealthSight Diversion Management		SWN	1	\$ 1,773.00	\$ 1,773.00	\$ 1,773.00	\$ 0.00	\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00		1109-00		HealthSight Inventory Optimization		SWN	1	\$ 3,218.00	\$ 3,218.00	\$ 3,218.00	\$ 0.00	\$ 0.00	\$ 0.00	
		\$ 1,025.00	\$ 0.00										\$ 5,324.00			\$ 0.00	

Total Monthly Rental & Support Fee: \$5,324.00

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 02/01/2023
Customer Order : 1000213315

Customer Information

Sold To:	Ship To:	Bill To
Legal Name: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM		Same as (Circle) Sold To: Ship To:
DBA: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM	RIVERSIDE UNIVERSITY HEALTH SYSTEM BEHAVIORAL HEALTH	
Street Address: 26520 CACTUS AVE	9990 COUNTY FARM RD	
City,St.,Zip: MORENO VALLEY, CA 92555-3927	RIVERSIDE, CA 92503-3542	
Customer No. 1642700	10040997	

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order 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 "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee(s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

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 RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM

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

Sign: /s/ see signature page

Sign: /s/ see signature page

Print: _____

Print: _____

Title: _____ Date: _____

Title: _____ Date: _____

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

SALES ASSOCIATE: Samir Nassar
Email: sam.nassar@bd.com



**Customer Order
Product Schedule**

Customer Order : 1000213315

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SY
Ship To: RIVERSIDE UNIVERSITY HEALTH SYSTEM BEHAVIORAL HEALTH #1

Support Level: Comprehensive
Rental and Support Term: 120 months

GPO: VIZIENT CE7136 DISPENSING CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023

New Products							Rental Terms			Support Terms		
							Monthly Rental Fee			Monthly Support Fee		
Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
	1112-00		HealthSight Diversion Management		SWN	1	\$ 908.00	\$ 908.00	\$ 908.00	\$ 0.00	\$ 0.00	\$ 0.00
	1109-00		HealthSight Inventory Optimization		SWN	1	\$ 623.00	\$ 623.00	\$ 623.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:									\$ 1,531.00			\$ 0.00

Total Monthly Rental & Support Fee: **\$1,531.00**

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 02/01/2023
Customer Order : 1000222800

Customer Information

Sold To:		Ship To:	Bill To	
Legal Name:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST		Same as (Circle)	Sold To: Ship To:
DBA:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST		
Street Address:	26520 CACTUS AVE	26520 CACTUS AVE		
City, St., Zip:	MORENO VALLEY, CA 92555-3927	MORENO VALLEY, CA 92555-3927		
Customer No.	1642700	1642700		

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order 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 "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee (s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

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 RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM

Sign: /s/ see signature page
Print:
Title: _____ Date: _____

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287
Sign: /s/ see signature page
Print:
Title: _____ Date: _____

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

SALES ASSOCIATE: Samir Nassar
Email: sam.nassar@bd.com



**Customer Order
Product Schedule
Customer Order : 1000222800**

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700

Support Level: Comprehensive
Rental and Support Term: 60 months

GPO: VIZIENT CE7136 DISPENSING CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023																
Current Products							New Products									
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
		\$ 0.00	\$ 0.00		134652-02		Pyxis Check scanner kit		EXP	2	\$ 11.00	\$ 11.00	\$ 22.00	\$ 2.00	\$ 2.00	\$ 4.00
		\$ 0.00	\$ 0.00		138658-01		PRINTER ZT411 THRML BAR CODE,STAND-ALONE		EXP	1	\$ 82.00	\$ 82.00	\$ 82.00	\$ 19.00	\$ 19.00	\$ 19.00
		\$ 0.00	\$ 0.00		130978-02		SCNR,MT2070,HD,WL,2D,KEYPAD		EXP	1	\$ 68.00	\$ 68.00	\$ 68.00	\$ 15.00	\$ 15.00	\$ 15.00
42818305	PHARMOGISTICS ES TEST SYSTEM SW	\$ 0.01	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42818293	PRINTER ZT410 THRML BAR CODE	\$ 67.00	\$ 0.00	PHARMACY	138658-01		PRINTER ZT411 THRML BAR CODE,STAND-ALONE		UPU	1	\$ 82.00	\$ 82.00	\$ 82.00	\$ 19.00	\$ 19.00	\$ 19.00
42818281	PYXIS CHECK SW	\$ 0.01	\$ 0.00	PHARMACY	807		PYXIS CHECK SW HOSP		SWR	1	\$ 846.00	\$ 846.00	\$ 846.00	\$ 0.00	\$ 0.00	\$ 0.00
42818280	PHARMOGISTICS SW	\$ 4,849.00	\$ 0.00	PHARMACY	806		PHARMOGISTICS ES SW HOSP		SWR	1	\$ 4,877.00	\$ 4,877.00	\$ 4,877.00	\$ 0.00	\$ 0.00	\$ 0.00
42957862	SCNR,MT2070,HD,WL,2D,KEYPAD	\$ 49.00	\$ 11.00	PHARMACY	130978-02		SCNR,MT2070,HD,WL,2D,KEYPAD		UPU	1	\$ 68.00	\$ 68.00	\$ 68.00	\$ 15.00	\$ 15.00	\$ 15.00
42818292	SCNR,MT2070,HD,WL,2D,KEYPAD	\$ 56.00	\$ 0.00	PHARMACY	130978-02		SCNR,MT2070,HD,WL,2D,KEYPAD		UPU	1	\$ 68.00	\$ 68.00	\$ 68.00	\$ 15.00	\$ 15.00	\$ 15.00
42818291	SCNR,MT2070,HD,WL,2D,KEYPAD	\$ 56.00	\$ 0.00	PHARMACY	130978-02		SCNR,MT2070,HD,WL,2D,KEYPAD		UPU	1	\$ 68.00	\$ 68.00	\$ 68.00	\$ 15.00	\$ 15.00	\$ 15.00
42818288	SYSTEM,TEST,PHARMOGISTICS	\$ 98.00	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
		\$ 0.00	\$ 0.00	PHARMACY	356825-01		CRADLE SGL SLOT USB AND CHGR US		NEW	2	\$ 5.00	\$ 5.00	\$ 10.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	PHARMACY	138541-01		KIT ZQ630 PRINTER US W/ 6 LBL ROLLS		NEW	2	\$ 34.00	\$ 34.00	\$ 68.00	\$ 19.00	\$ 19.00	\$ 38.00
		\$ 0.00	\$ 0.00	PHARMACY	356688-03		HANDSET STAGED TC52x-HC US		NEW	2	\$ 40.00	\$ 40.00	\$ 80.00	\$ 32.00	\$ 32.00	\$ 64.00
42887432	KIT, PHG ES 1.0 VM with SQL2012	\$ 0.01	\$ 0.00	PHARMACY	138684-01		PLX VM 2016 Server w/SQL		UPU	1	\$ 323.00	\$ 323.00	\$ 323.00	\$ 0.00	\$ 0.00	\$ 0.00
42862663	KIT, PHG ES 1.0 VM with SQL2012	\$ 0.01	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42818301	PTR,BLUTOOTH/802.11B/G MOB,THRML W/ LBLs	\$ 117.00	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42818300	PTR,BLUTOOTH/802.11B/G MOB,THRML W/ LBLs	\$ 117.00	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42818299	PTR,BLUTOOTH/802.11B/G MOB,THRML W/ LBLs	\$ 117.00	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							

Customer Initials: _____



Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
 Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700

GPO: VIZIENT CE7136 DISPENSING CE7136

**Customer Order
 Product Schedule**

Customer Order : 1000222800

Support Level: Comprehensive
 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: 05/01/2023

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
42818298	PTR,BLUTOOTH/802.11B/G MOB,THRML W/ LBLS	\$ 117.00	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42818297	TERM,MC9590,MOBILE PC, WL	\$ 101.00	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42818296	TERM,MC9590,MOBILE PC, WL	\$ 101.00	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42810941	ES connectivity SW for PHG ES	\$ 0.01	\$ 0.00	PHARMACY	137167-01		ES connectivity SW for PHG ES		SWR	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
43668182	SCNR,MT2070,HD,WL,2D, KEYPAD	\$ 82.00	\$ 12.00	Pharmacy	130978-02		SCNR,MT2070,HD,WL,2D, KEYPAD		UPU	1	\$ 68.00	\$ 68.00	\$ 68.00	\$ 15.00	\$ 15.00	\$ 15.00
43668183	SCNR,MT2070,HD,WL,2D, KEYPAD	\$ 82.00	\$ 12.00	Pharmacy	130978-02		SCNR,MT2070,HD,WL,2D, KEYPAD		UPU	1	\$ 68.00	\$ 68.00	\$ 68.00	\$ 15.00	\$ 15.00	\$ 15.00
43668184	SCNR,MT2070,HD,WL,2D, KEYPAD	\$ 82.00	\$ 12.00	Pharmacy	130978-02		SCNR,MT2070,HD,WL,2D, KEYPAD		UPU	1	\$ 68.00	\$ 68.00	\$ 68.00	\$ 15.00	\$ 15.00	\$ 15.00
		\$ 6,091.05	\$ 47.00										\$ 6,866.00			\$ 249.00

Total Monthly Rental & Support Fee: \$7,115.00

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 02/01/2023
Customer Order : 1000224744

Customer Information

Sold To:		Ship To:	Bill To	
Legal Name:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	RIVERSIDE UNIVERSITY HEALTH SYSTEM BEHAVIORAL HEALTH	Same as (Circle)	Sold To: Ship To:
DBA:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	9990 COUNTY FARM RD		
Street Address:	26520 CACTUS AVE	RIVERSIDE, CA 92503-3542		
City, St., Zip:	MORENO VALLEY, CA 92555-3927	10040997		
Customer No.	1642700			

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order 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 "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee(s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

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 RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM

CAREFUSION SOLUTIONS, LLC

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

Sign: /s/ see signature page

Sign: /s/ see signature page

Print: _____

Print: _____

Title: _____ Date: _____

Title: _____ Date: _____

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

SALES ASSOCIATE: Samir Nassar
 Email: sam.nassar@bd.com



**Customer Order
Product Schedule**

Customer Order : 1000224744

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
Ship To: RIVERSIDE UNIVERSITY HEALTH SYSTEM BEHAVIORAL HEALTH #10040997

Support Level: Comprehensive
Rental and Support Term: 60 months

GPO: VIZIENT CE7136 DISPENSING CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023																
Current Products							New Products									
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
		\$ 0.00	\$ 0.00		356825-01		CRADLE SGL SLOT USB AND CHGR US		NEW	1	\$ 5.00	\$ 5.00	\$ 5.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00		356688-03		HANDSET STAGED TC52x-HC US		NEW	1	\$ 40.00	\$ 40.00	\$ 40.00	\$ 32.00	\$ 32.00	\$ 32.00
		\$ 0.00	\$ 0.00		138541-01		KIT ZQ630 PRINTER US W/ 6 LBL ROLLS		NEW	1	\$ 34.00	\$ 34.00	\$ 34.00	\$ 19.00	\$ 19.00	\$ 19.00
42818306	PHARMOGISTICS SW	\$ 1,001.00	\$ 0.00	PHARMACY	806		PHARMOGISTICS ES SW HOSP		SWR	1	\$ 725.00	\$ 725.00	\$ 725.00	\$ 0.00	\$ 0.00	\$ 0.00
42818321	PHARMOGISTICS ES TEST SYSTEM SW	\$ 0.01	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42818317	PRINTER ZT410 THRML BAR CODE	\$ 67.00	\$ 0.00	PHARMACY	138658-01		PRINTER ZT411 THRML BAR CODE,STAND-ALONE		UPU	1	\$ 82.00	\$ 82.00	\$ 82.00	\$ 19.00	\$ 19.00	\$ 19.00
42818319	PTR,BLUTOOTH/802.11B/G MOB,THRML W/ LBL S	\$ 117.00	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42818307	PYXIS CHECK SW	\$ 0.01	\$ 0.00	PHARMACY	807		PYXIS CHECK SW HOSP		SWR	1	\$ 154.00	\$ 154.00	\$ 154.00	\$ 0.00	\$ 0.00	\$ 0.00
43045304	Pyxis Check scanner kit	\$ 9.00	\$ 2.00	PHARMACY	134652-02		Pyxis Check scanner kit		UPU	1	\$ 11.00	\$ 11.00	\$ 11.00	\$ 2.00	\$ 2.00	\$ 2.00
43045305	Pyxis Check scanner kit	\$ 9.00	\$ 2.00	PHARMACY	134652-02		Pyxis Check scanner kit		UPU	1	\$ 11.00	\$ 11.00	\$ 11.00	\$ 2.00	\$ 2.00	\$ 2.00
42818316	SCNR,MT2070,HD,WL,2D, KEYPAD	\$ 56.00	\$ 0.00	PHARMACY	130978-02		SCNR,MT2070,HD,WL,2D, KEYPAD		UPU	1	\$ 68.00	\$ 68.00	\$ 68.00	\$ 15.00	\$ 15.00	\$ 15.00
42818318	TERM,MC9590,MOBILE PC, WL	\$ 101.00	\$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
		\$ 1,360.02	\$ 4.00													\$ 89.00

Total Monthly Rental & Support Fee: \$1,219.00

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 02/01/2023
Customer Order : 1000209852

Customer Information

Sold To:	Ship To:	Bill To
Legal Name: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM		Same as (Circle) Sold To: Ship To:
DBA: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM	
Street Address: 26520 CACTUS AVE	26520 CACTUS AVE	
City,St.,Zip: MORENO VALLEY, CA 92555-3927	MORENO VALLEY, CA 92555-3927	
Customer No. 1642700	1642700	

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order 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 "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee(s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

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 RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM

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

Sign: /s/ see signature page
Print:
Title: _____ Date: _____

Sign: /s/ see signature page
Print:
Title: _____ Date: _____

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

SALES ASSOCIATE: Samir Nassar
Email: sam.nassar@bd.com



**Customer Order
Product Schedule**

Customer Order : 1000209852

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SY
Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SY

Product Discounts:

Support Level: Premier

Rental and Support Term: 120 months

GPO: VIZIENT CE7136 DISPENSING CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 06/01/2023

New Products							Rental Terms			Support Terms		
							Monthly Rental Fee			Monthly Support Fee		
Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
2400	137558-01		PyxisES Ref 13CF, LHG-3Deep,9StdBins		EXP	1	\$ 226.00	\$ 226.00	\$ 226.00	\$ 83.00	\$ 83.00	\$ 83.00
Totals:									\$ 226.00			\$ 83.00

Total Monthly Rental & Support Fee: **\$309.00**

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 02/01/2023
Customer Order : 1000218044

Customer Information

Sold To:		Ship To:	Bill To	
Legal Name:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST		Same as (Circle)	Sold To: Ship To:
DBA:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST		
Street Address:	26520 CACTUS AVE	26520 CACTUS AVE		
City, St., Zip:	MORENO VALLEY, CA 92555-3927	MORENO VALLEY, CA 92555-3927		
Customer No.	1642700	1642700		

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order 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 "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee (s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

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 RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM

Sign: /s/ see signature page
Print: _____
Title: _____ Date: _____

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287
Sign: /s/ see signature page
Print: _____
Title: _____ Date: _____

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

SALES ASSOCIATE: Samir Nassar
Email: sam.nassar@bd.com



**Customer Order
Product Schedule**

Customer Order : 1000218044

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700

GPO: VIZIENT CE7136 DISPENSING CE7136

Product Discounts:
GPO: 29 %
Non-Std Disc %: 18 %
Support Discounts:
GPO: 20 %

Support Level: Premier

Rental and Support Term: 120 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
		\$ 0.00	\$ 0.00		137409-01		Viewer Dispensing Subscription		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	2200ICU1	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
15931832	MED.SRM, ROUND OFFSET, 12FT, RT	\$ 115.00	\$ 22.00	2400	345		MED.SRM, ROUND OFFSET, 12FT, RT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
		\$ 0.00	\$ 0.00	2400	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	2400B	343		MEDSTATION,ES,AUX, TOWER,SC		EXP	1	\$ 234.00	\$ 136.00	\$ 136.00	\$ 73.00	\$ 58.00	\$ 58.00
		\$ 0.00	\$ 0.00	2400B	324		MEDSTATION,ES,AUX,7-DRAWER	7	EXP	1	\$ 979.00	\$ 570.00	\$ 570.00	\$ 94.00	\$ 75.00	\$ 75.00
		\$ 0.00	\$ 0.00	2400B	323	Rx	MEDSTATION,ES,MAIN,6DR	6	EXP	1	\$ 1,319.00	\$ 768.00	\$ 768.00	\$ 218.00	\$ 174.00	\$ 174.00
		\$ 0.00	\$ 0.00	2400B	345		MED.SRM, ROUND OFFSET, 12FT, LT		EXP	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
		\$ 0.00	\$ 0.00	2400B	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	2500A	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	2500B	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	3100A	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	3100B	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
15835153	MEDSTATION4000, MAIN,6DR,T2	\$ 1,337.00	\$ 1,062.00	3100B	323	Rx	MEDSTATION,ES,MAIN,6DR, MLM	6	UPU	1	\$ 1,345.00	\$ 783.00	\$ 783.00	\$ 228.00	\$ 182.00	\$ 182.00
15835154	MEDSTATION,4000,AUX,7-DRAWER	\$ 998.00	\$ 73.00	3100B	324		MEDSTATION,ES,AUX,7-DRAWER	7	UPU	1	\$ 979.00	\$ 570.00	\$ 570.00	\$ 94.00	\$ 75.00	\$ 75.00
		\$ 0.00	\$ 0.00	3500A	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
15835151	MEDSTATION4000, MAIN,6DR,T2	\$ 1,337.00	\$ 1,062.00	3500B	323	Rx	MEDSTATION,ES,MAIN,6DR, MLM	6	UPU	1	\$ 1,345.00	\$ 783.00	\$ 783.00	\$ 228.00	\$ 182.00	\$ 182.00
15835152	MEDSTATION,4000,AUX,7-DRAWER	\$ 998.00	\$ 73.00	3500B	324		MEDSTATION,ES,AUX,7-DRAWER	7	UPU	1	\$ 979.00	\$ 570.00	\$ 570.00	\$ 94.00	\$ 75.00	\$ 75.00
		\$ 0.00	\$ 0.00	3500B	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	4100A	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	4100B	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00

Customer Initials: _____



Customer Order
Product Schedule
Customer Order : 1000218044

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
 Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700

Support Level: Premier
 Rental and Support Term: 120 months

GPO: VIZIENT CE7136 DISPENSING CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023																
Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
15835155	MEDSTATION4000, MAIN,6DR,T2	\$ 1,337.00	\$ 1,062.00	4100B	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	6	UPU	1	\$ 1,345.00	\$ 783.00	\$ 783.00	\$ 228.00	\$ 182.00	\$ 182.00
15835156	MEDSTATION,4000,AUX,7-DRAWER	\$ 998.00	\$ 73.00	4100B	324		MEDSTATION,ES,AUX,7-DRAWER	7	UPU	1	\$ 979.00	\$ 570.00	\$ 570.00	\$ 94.00	\$ 75.00	\$ 75.00
		\$ 0.00	\$ 0.00	4200A	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	4200B	324		MEDSTATION,ES,AUX,7-DRAWER	7	EXP	1	\$ 979.00	\$ 570.00	\$ 570.00	\$ 94.00	\$ 75.00	\$ 75.00
		\$ 0.00	\$ 0.00	4200B	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	6	EXP	1	\$ 1,345.00	\$ 783.00	\$ 783.00	\$ 228.00	\$ 182.00	\$ 182.00
		\$ 0.00	\$ 0.00	4200B	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	4500A	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	4500B	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
15449197	PYXIS ANESTHESIA SYSTEM 4000	\$ 883.00	\$ 2,034.00	A-CATHLAB	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	\$ 776.00	\$ 452.00	\$ 452.00	\$ 181.00	\$ 145.00	\$ 145.00
15447928	MEDSTATION4000, MAIN,6DR,T2	\$ 1,080.00	\$ 2,196.00	CATHLAB	323		MEDSTATION,ES,MAIN,6DR	6	UPU	1	\$ 1,057.00	\$ 615.00	\$ 615.00	\$ 212.00	\$ 170.00	\$ 170.00
		\$ 0.00	\$ 0.00	CT	352		MEDSTATION ES TOWER		EXP	1	\$ 585.00	\$ 341.00	\$ 341.00	\$ 208.00	\$ 166.00	\$ 166.00
15835141	MEDSTATION4000, MAIN,6DR,T2	\$ 940.00	\$ 1,035.00	CT-MSC	323		MEDSTATION,ES,MAIN,6DR	6	UPU	1	\$ 1,057.00	\$ 615.00	\$ 615.00	\$ 212.00	\$ 170.00	\$ 170.00
710074062	MEDSTATION 4000 AUX TOWER	\$ 125.00	\$ 40.00	CU3NORTH			RETURN TO CAREFUSION		CNL							
15875354	MED,SRM,SLIMLINE,12FT,LT	\$ 109.00	\$ 27.00	DIAG-MSC	345		MED,SRM,SLIMLINE,12FT,LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
15835150	MEDSTATION4000, MAIN,2DR,T2	\$ 471.00	\$ 1,035.00	DIAG-MSC	323		MEDSTATION,ES,MAIN,2DR	2	UPU	1	\$ 485.00	\$ 282.00	\$ 282.00	\$ 212.00	\$ 170.00	\$ 170.00
15452427	MEDSTATION4000 AUX TOWERSGL	\$ 271.00	\$ 62.00	ED-RESUS	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	\$ 234.00	\$ 136.00	\$ 136.00	\$ 73.00	\$ 58.00	\$ 58.00
15454205	MEDSTATION4000, MAIN,6DR,T2	\$ 1,446.00	\$ 2,052.00	ED-RESUS	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	6	UPU	1	\$ 1,345.00	\$ 783.00	\$ 783.00	\$ 228.00	\$ 182.00	\$ 182.00
15934025	MEDSTATION4000, MAIN,6DR,T2	\$ 1,414.00	\$ 327.00	ED2	323	Rx	MEDSTATION,ES,MAIN,6DR	6	UPU	1	\$ 1,319.00	\$ 768.00	\$ 768.00	\$ 218.00	\$ 174.00	\$ 174.00
15931833	MED,SRM, ROUNDOFFSET,12FT,RT	\$ 115.00	\$ 22.00	ED2	345		MED,SRM,SLIMLINE,25FT,LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
15932549	MEDSTATION4000 AUX TOWERSGL	\$ 253.00	\$ 50.00	ED2	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	\$ 234.00	\$ 136.00	\$ 136.00	\$ 73.00	\$ 58.00	\$ 58.00

Customer Initials: _____



**Customer Order
Product Schedule
Customer Order : 1000218044**

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700

Support Level: Premier
Rental and Support Term: 120 months

GPO: VIZIENT CE7136 DISPENSING CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023																
Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
15931834	MED.SRM, ROUND-OFFSET, 12FT,LT	\$ 115.00	\$ 22.00	EDCLINIC2	345		MED.SRM,SLIMLINE,25FT,LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
		\$ 0.00	\$ 0.00	EDOF	343		MEDSTATION,ES,AUX, TOWER,DC		EXP	1	\$ 336.00	\$ 196.00	\$ 196.00	\$ 73.00	\$ 58.00	\$ 58.00
12605979	MEDSTATION,4000,AUX,7-DRAWER	\$ 511.00	\$ 48.00	EDOF			RETURN TO CAREFUSION	6	CNL							
14649058	MEDSTATION,4000, MAIN,2DR,T2	\$ 341.00	\$ 1,098.00	EDTRIAGE		Rx	RETURN TO CAREFUSION	2	CNL							
		\$ 0.00	\$ 0.00	EDTRIAGE	352	Rx	MEDSTATION ES TOWER,2HH,2FH	4	EXP	1	\$ 1,011.00	\$ 589.00	\$ 589.00	\$ 215.00	\$ 172.00	\$ 172.00
14649059	MEDSTATION,4000, MAIN,2DR,T2	\$ 341.00	\$ 1,098.00	ES1	323		MEDSTATION,ES,MAIN,2DR, MLM	2	UPU	1	\$ 511.00	\$ 298.00	\$ 298.00	\$ 222.00	\$ 178.00	\$ 178.00
14649060	MEDSTATION,4000, MAIN,2DR,T2	\$ 341.00	\$ 1,098.00	ES2	323		MEDSTATION,ES,MAIN,2DR, MLM	2	UPU	1	\$ 511.00	\$ 298.00	\$ 298.00	\$ 222.00	\$ 178.00	\$ 178.00
15934038	MEDSTATION4000, MAIN,2DR,T2	\$ 517.00	\$ 318.00	ES3	323		MEDSTATION,ES,MAIN,2DR	2	UPU	1	\$ 485.00	\$ 282.00	\$ 282.00	\$ 212.00	\$ 170.00	\$ 170.00
14649056	MEDSTATION,4000, MAIN,6DR,T2	\$ 752.00	\$ 1,098.00	ESMAIN	323		MEDSTATION,ES,MAIN,6DR, MLM	6	UPU	1	\$ 1,083.00	\$ 631.00	\$ 631.00	\$ 222.00	\$ 178.00	\$ 178.00
14646703	MEDSTATION4000 AUX TOWERSGL	\$ 165.00	\$ 61.00	ESMAIN	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	\$ 234.00	\$ 136.00	\$ 136.00	\$ 73.00	\$ 58.00	\$ 58.00
42876990	ES VM Large Server w/SQL	\$ 479.00	\$ 238.00	IT	1115-00		Pyxis ES IT Infrastructure		SWU	1	\$ 1,851.00	\$ 1,078.00	\$ 1,078.00	\$ 676.00	\$ 541.00	\$ 541.00
42876991	ES VM Test Server	\$ 0.01	\$ 0.00	IT			RETURN TO CAREFUSION		CNL							
42353876	CCE Enterprise SW Site license (2 - 5)	\$ 1,331.00	\$ 1,200.00	IT DEPARTMENT KNOWLEDGE PORTAL	134562-01		CCE Enterprise SW Site license (2 - 5)		SWR	1	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,862.00	\$ 2,862.00	\$ 2,862.00
42818282	Hosted Data Services OPT IN	\$ 0.01	\$ 0.00	LD	136607-01		Hosted Data Services OPT IN		SWR	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00		136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
15933526	MEDSTATION4000 AUX TOWERSGL	\$ 253.00	\$ 50.00	MEDSURG	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	\$ 234.00	\$ 136.00	\$ 136.00	\$ 73.00	\$ 58.00	\$ 58.00
15934044	MEDSTATION4000, MAIN,6DR,T2	\$ 1,414.00	\$ 327.00	MEDSURG	323	Rx	MEDSTATION,ES,MAIN,6DR	6	UPU	1	\$ 1,319.00	\$ 768.00	\$ 768.00	\$ 218.00	\$ 174.00	\$ 174.00
15933856	MED.SRM,SLIMLINE,12FT,LT	\$ 115.00	\$ 18.00	MEDSURG	345		MED.SRM,SLIMLINE,25FT,LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
15932548	MEDSTATION4000 AUX TOWERDBL	\$ 364.00	\$ 50.00	NBN	343		MEDSTATION,ES,AUX, TOWER,DC		UPU	1	\$ 336.00	\$ 196.00	\$ 196.00	\$ 73.00	\$ 58.00	\$ 58.00
		\$ 0.00	\$ 0.00	NBN	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00

Customer Initials: _____



Customer Order
Product Schedule
Customer Order : 1000218044

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
 Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700

Support Level: Premier
 Rental and Support Term: 120 months

GPO: VIZIENT CE7136 DISPENSING CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
15931836	MED.SRM, ROUND OFFSET, 12FT, LT	\$ 115.00	\$ 22.00	NBN	345		MED.SRM, ROUND OFFSET, 12FT, LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
15934024	MEDSTATION4000, MAIN, 6DR, T2	\$ 1,414.00	\$ 327.00	NBN	323	Rx	MEDSTATION, ES, MAIN, 6DR, MLM	6	UPU	1	\$ 1,345.00	\$ 783.00	\$ 783.00	\$ 228.00	\$ 182.00	\$ 182.00
		\$ 0.00	\$ 0.00	NICU	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
15205872	MED.SRM, ROUND OFFSET, 12FT, LT	\$ 72.00	\$ 21.00	OB3200	345		MED.SRM, SLIMLINE, 25FT, LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
		\$ 0.00	\$ 0.00	OB3200	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
15835225	PYXIS ANESTHESIA SYSTEM 4000	\$ 797.00	\$ 963.00	OR1-MSC	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	\$ 776.00	\$ 452.00	\$ 452.00	\$ 181.00	\$ 145.00	\$ 145.00
15835224	PYXIS ANESTHESIA SYSTEM 4000	\$ 797.00	\$ 963.00	OR2-MSC	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	\$ 776.00	\$ 452.00	\$ 452.00	\$ 181.00	\$ 145.00	\$ 145.00
15835223	PYXIS ANESTHESIA SYSTEM 4000	\$ 797.00	\$ 963.00	OR3-MSC	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	\$ 776.00	\$ 452.00	\$ 452.00	\$ 181.00	\$ 145.00	\$ 145.00
15835222	PYXIS ANESTHESIA SYSTEM 4000	\$ 797.00	\$ 963.00	OR4-MSC	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	\$ 776.00	\$ 452.00	\$ 452.00	\$ 181.00	\$ 145.00	\$ 145.00
15835221	PYXIS ANESTHESIA SYSTEM 4000	\$ 797.00	\$ 963.00	OR5MSC	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	\$ 776.00	\$ 452.00	\$ 452.00	\$ 181.00	\$ 145.00	\$ 145.00
15835220	PYXIS ANESTHESIA SYSTEM 4000	\$ 797.00	\$ 963.00	OR6-MSC	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	\$ 776.00	\$ 452.00	\$ 452.00	\$ 181.00	\$ 145.00	\$ 145.00
15835218	PYXIS ANESTHESIA SYSTEM 4000	\$ 797.00	\$ 963.00	OR7-MSC	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	\$ 776.00	\$ 452.00	\$ 452.00	\$ 181.00	\$ 145.00	\$ 145.00
15835217	PYXIS ANESTHESIA SYSTEM 4000	\$ 797.00	\$ 963.00	OR8-MSC	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	\$ 776.00	\$ 452.00	\$ 452.00	\$ 181.00	\$ 145.00	\$ 145.00
15875355	MED.SRM, SLIMLINE, 12FT, LT	\$ 109.00	\$ 27.00	ORC1-MSC	345		MED.SRM, SLIMLINE, 12FT, LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
15835148	MEDSTATION4000, MAIN, 6DR, T2	\$ 1,177.00	\$ 1,035.00	ORC1-MSC	323		MEDSTATION, ES, MAIN, 6DR	6	UPU	1	\$ 1,057.00	\$ 615.00	\$ 615.00	\$ 212.00	\$ 170.00	\$ 170.00
15835517	MEDSTATION4000 AUX TOWERSGL	\$ 250.00	\$ 60.00	ORC1-MSC	343		MEDSTATION, ES, AUX, TOWER, SC		UPU	1	\$ 234.00	\$ 136.00	\$ 136.00	\$ 73.00	\$ 58.00	\$ 58.00
15835147	MEDSTATION4000, MAIN, 6DR, T2	\$ 1,177.00	\$ 1,035.00	ORC2-MSC	323		MEDSTATION, ES, MAIN, 6DR	6	UPU	1	\$ 1,057.00	\$ 615.00	\$ 615.00	\$ 212.00	\$ 170.00	\$ 170.00
15835516	MEDSTATION4000 AUX TOWERSGL	\$ 250.00	\$ 60.00	ORC2-MSC	343		MEDSTATION, ES, AUX, TOWER, SC		UPU	1	\$ 234.00	\$ 136.00	\$ 136.00	\$ 73.00	\$ 58.00	\$ 58.00
15875356	MED.SRM, SLIMLINE, 12FT, LT	\$ 109.00	\$ 27.00	ORC2-MSC	345		MED.SRM, SLIMLINE, 12FT, LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
15598130	MED.SRM, ROUND OFFSET, 12FT, LT	\$ 71.00	\$ 19.00	ORMAIN	345		MED.SRM, ROUND OFFSET, 12FT, LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00

Customer Initials: _____



Customer Order
Product Schedule
Customer Order : 1000218044

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
 Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700

Support Level: Premier
 Rental and Support Term: 120 months

GPO: VIZIENT CE7136 DISPENSING CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
15875353	MED.SRM,SLIMLINE,12FT,LT	\$ 109.00	\$ 27.00	PACU1-MSC	345		MED.SRM,SLIMLINE,12FT,LT		UPU	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
15835514	MEDSTATION4000 AUX TOWERSGL	\$ 250.00	\$ 60.00	PACU1-MSC	343		MEDSTATION,ES,AUX,TOWER,SC		UPU	1	\$ 234.00	\$ 136.00	\$ 136.00	\$ 73.00	\$ 58.00	\$ 58.00
15835142	MEDSTATION4000, MAIN,6DR,T2	\$ 1,177.00	\$ 1,035.00	PACU1-MSC	323		MEDSTATION,ES,MAIN,6DR	6	UPU	1	\$ 1,057.00	\$ 615.00	\$ 615.00	\$ 212.00	\$ 170.00	\$ 170.00
15835144	MEDSTATION4000, MAIN,2DR,T2	\$ 530.00	\$ 1,035.00	PACU2-MSC	323		MEDSTATION,ES,MAIN,2DR	2	UPU	1	\$ 485.00	\$ 282.00	\$ 282.00	\$ 212.00	\$ 170.00	\$ 170.00
15835146	MEDSTATION4000, MAIN,2DR,T2	\$ 530.00	\$ 1,035.00	PACU3-MSC	323		MEDSTATION,ES,MAIN,2DR	2	UPU	1	\$ 485.00	\$ 282.00	\$ 282.00	\$ 212.00	\$ 170.00	\$ 170.00
13047646	MEDSTATION,4000, MAIN,2DR	\$ 233.00	\$ 103.00	PACURUHS	323		MEDSTATION,ES,MAIN,6DR	6	UPU	1	\$ 1,057.00	\$ 615.00	\$ 615.00	\$ 212.00	\$ 170.00	\$ 170.00
		\$ 0.00	\$ 0.00	PEDS	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
14615121	CIISafe,V7.X Desktop PC, Bio	\$ 516.00	\$ 1,233.00	PHARMACY	107-252-01		CIISAFE,V9.X DESKTOP PC, BIO		UPU	1	\$ 1,497.00	\$ 872.00	\$ 872.00	\$ 151.00	\$ 121.00	\$ 121.00
15076727	MEDSTATION,4000, WORKSTATION	\$ 273.00	\$ 342.00	PHARMACY			RETURN TO CAREFUSION		CNL							
12951753	MEDSTATION,4000, CONSOLE	\$ 310.00	\$ 203.00	PHARMACY - MAIN INPA			RETURN TO CAREFUSION		CNL							
		\$ 0.00	\$ 0.00	PICU	345		MED.SRM,SLIMLINE,12FT,LT		EXP	1	\$ 106.00	\$ 62.00	\$ 62.00	\$ 35.00	\$ 28.00	\$ 28.00
		\$ 0.00	\$ 0.00	PICU	136276-02		MEDICATION LABEL MODULE		EXP	1	\$ 27.00	\$ 16.00	\$ 16.00	\$ 10.00	\$ 8.00	\$ 8.00
		\$ 0.00	\$ 0.00	RADIOLOGY	352		MEDSTATION ES TOWER		EXP	1	\$ 585.00	\$ 341.00	\$ 341.00	\$ 208.00	\$ 166.00	\$ 166.00
15933527	MEDSTATION4000 AUX TOWERSGL	\$ 253.00	\$ 50.00	RADMSC			RETURN TO CAREFUSION		CNL							
15835140	MEDSTATION4000, MAIN,2DR,T2	\$ 471.00	\$ 1,035.00	RADMSC			RETURN TO CAREFUSION		CNL							
		\$ 0.00	\$ 0.00	RADMSC	352		MEDSTATION ES TOWER		EXP	1	\$ 585.00	\$ 341.00	\$ 341.00	\$ 208.00	\$ 166.00	\$ 166.00
13034839	MEDSTATION,4000, MAIN,2DR	\$ 373.00	\$ 106.00	SDS	323	Rx	MEDSTATION,ES,MAIN,6DR	6	UPU	1	\$ 1,319.00	\$ 768.00	\$ 768.00	\$ 218.00	\$ 174.00	\$ 174.00
		\$ 37,411.02	\$ 35,632.00									\$ 29,087.00			\$ 11,008.00	

Total Monthly Rental & Support Fee: **\$40,095.00**

All fees mentioned are in USD

Customer Initials: _____



Customer Order

Customer Order Date: 02/01/2023
Customer Order : 1000218071

Customer Information

Sold To:		Ship To:	Bill To	
Legal Name:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	RIVERSIDE UNIVERSITY HEALTH SYSTEM BEHAVIORAL HEALTH	Same as (Circle)	Sold To: Ship To:
DBA:	COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYST	9990 COUNTY FARM RD		
Street Address:	26520 CACTUS AVE	RIVERSIDE, CA 92503-3542		
City,St.,Zip:	MORENO VALLEY, CA 92555-3927	10040997		
Customer No.	1642700			

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order 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 "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee (s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

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 RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM

Sign: /s/ see signature page
Print:
Title: _____ Date: _____

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287
Sign: /s/ see signature page
Print:
Title: _____ Date: _____

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

SALES ASSOCIATE: Samir Nassar
Email: sam.nassar@bd.com



Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH SYSTEM #1642700
 Ship To: RIVERSIDE UNIVERSITY HEALTH SYSTEM BEHAVIORAL HEALTH #10040997

GPO: VIZIENT CE7136 DISPENSING CE7136

**Customer Order
 Product Schedule**

Customer Order : 1000218071

Product Discounts:
 GPO: 29 %
 Non-Std Disc %: 15 %
 Support Discounts:
 GPO: 20 %
 Support Level: Premier
 Rental and Support Term: 120 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/01/2023

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
14618368	CIISafe,V7.X Desktop PC, Bio	\$ 613.00	\$ 106.00	MENTAL HEALTH RX	107-252-01		CIISAFE,V9.X DESKTOP PC, BIO		UPU	1	\$ 1,497.00	\$ 901.00	\$ 901.00	\$ 151.00	\$ 121.00	\$ 121.00
15933857	MED.SRM,SLIMLINE,12FT,LT	\$ 115.00	\$ 18.00	UNIT-G	345		MED.SRM,SLIMLINE,12FT,LT		UPU	1	\$ 106.00	\$ 64.00	\$ 64.00	\$ 35.00	\$ 28.00	\$ 28.00
14982612	MEDSTATION4000, MAIN,2DR,T2	\$ 580.00	\$ 810.00	UNIT-D-ETS	323	Rx	MEDSTATION,ES,MAIN,2DR	2	UPU	1	\$ 747.00	\$ 450.00	\$ 450.00	\$ 218.00	\$ 174.00	\$ 174.00
15934045	MEDSTATION4000, MAIN,6DR,T2	\$ 1,414.00	\$ 109.00	UNIT-G	323	Rx	MEDSTATION,ES,MAIN,6DR	6	UPU	1	\$ 1,319.00	\$ 794.00	\$ 794.00	\$ 218.00	\$ 174.00	\$ 174.00
		\$ 2,722.00	\$ 1,043.00										\$ 2,209.00			\$ 497.00

Total Monthly Rental & Support Fee: \$2,706.00

All fees mentioned are in USD

Customer Initials: _____



Amendment to Customer Order

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSIT
 Ship To: RIVERSIDE UNIVERSITY HEALTH SYSTEM BEHAVIORA

Amendment Number: 2000021422
Ref. Customer Order Number 1000076805

GPO: VIZIENT CE7136 DISPENSING CE7136
 HSPA: RIVERSIDE COUNTY REGIONAL MEDICAL C

Support Level: Premier
 Rental and Support Term: 60 months

Effective as of the date of signature by both Parties below ("Effective Date"), this Amendment modifies Customer Order 1000076805 (collectively, "Customer Orders") between CareFusion Solutions, LLC and the Customer identified below. If any term or condition of the Customer Orders conflicts with a term or condition of this Amendment, then the term or condition of this Amendment shall control. The terms and conditions in this Amendment shall be effective upon complete execution of this Amendment. If applicable to the Products set forth in the Product Schedule attached hereto, Customer Order shall alternately mean "Rental Agreement", and "Support Agreement".

The following Pyxis Product(s) shall be deleted.

Products							Rental Terms			Support Terms		
							Rental Fee			Monthly Support Fee		
Serial No.	Proposed Location	Product Name	Rx/Prs	P.Drws	Transaction Type	QTY	List Price	Net	Extended	List Price	Net	Extended
8000048303	ITF-ETS	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,202.00	\$710.00	\$710.00	\$174.00	\$139.00	\$139.00
8000048304	UNIT-A	MEDSTATION,ES, MAIN,6-DRAWER	Rx	3	UPU	1	\$1,212.00	\$715.00	\$715.00	\$174.00	\$139.00	\$139.00
8000042335	UNIT-B	MEDSTATION,ES, MAIN,6-DRAWER	Rx	3	UPU	1	\$1,212.00	\$715.00	\$715.00	\$174.00	\$139.00	\$139.00
8000048302	UNIT-C	MEDSTATION,ES, MAIN,6-DRAWER	Rx	3	UPU	1	\$1,212.00	\$715.00	\$715.00	\$174.00	\$139.00	\$139.00
8000049081	UNIT-C	MEDSTATION,ES, AUX,7-DRAWER		4	UPU	1	\$927.00	\$547.00	\$547.00	\$75.00	\$60.00	\$60.00
13054087	UNIT-D	MEDSTATION,ES, MAIN,6-DRAWER	Rx	3	UPU	1	\$1,212.00	\$715.00	\$715.00	\$174.00	\$139.00	\$139.00
Totals:							\$6,977.00		\$4,117.00	\$945.00		\$755.00

The following Pyxis Product(s) shall be added.

Products							Rental Terms			Support Terms		
							Rental Fee			Monthly Support Fee		
Serial No.	Proposed Location	Product Name	Rx/Prs	P.Drws	Transaction Type	QTY	List Price	Net	Extended	List Price	Net	Extended
13915886	ETS	MED,SRM, SLIMLINE,25FT,LT			UPU	1	\$94.00	\$70.00	\$70.00	\$29.00	\$23.00	\$23.00
13915887	UNIT-C	MED,SRM, SLIMLINE,25FT,LT			UPU	1	\$94.00	\$70.00	\$70.00	\$29.00	\$23.00	\$23.00
8000048303	ETS	MEDSTATION,ES, MAIN,6DR	Rx	5	UPU	1	\$1,202.00	\$710.00	\$710.00	\$181.00	\$145.00	\$145.00
8000048304	UNIT-A	MEDSTATION,ES, MAIN,6DR	Rx	5	UPU	1	\$1,212.00	\$715.00	\$715.00	\$181.00	\$145.00	\$145.00
8000042335	UNIT-B	MEDSTATION,ES, MAIN,6DR	Rx	5	UPU	1	\$1,212.00	\$715.00	\$715.00	\$181.00	\$145.00	\$145.00
8000048302	UNIT-C	MEDSTATION,ES, MAIN,6DR	Rx	5	UPU	1	\$1,212.00	\$715.00	\$715.00	\$181.00	\$145.00	\$145.00
8000049081	UNIT-C	MEDSTATION,ES, AUX,7-DRAWER		7	UPU	1	\$927.00	\$547.00	\$547.00	\$78.00	\$62.00	\$62.00
13054087	UNIT-D	MEDSTATION,ES, MAIN,6DR	Rx	5	UPU	1	\$1,212.00	\$715.00	\$715.00	\$181.00	\$145.00	\$145.00
Totals:							\$7,165.00		\$4,257.00	\$1,041.00		\$833.00

Each person signing this amendment represents that he/she intends to and has the authority to bind his/her respective party to this amendment.

COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH
SYSTEM

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130

Sign: /s/ see signature page

Sign: /s/ see signature page

Print:

Print:

Title:

Date:

Title:

Date:

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



Amendment to Customer Order

Sold To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSIT
 Ship To: COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSIT

Amendment Number: 2000021430
Ref. Customer Order Number 1000049219

GPO: VIZIENT CE7136 DISPENSING CE7136
 HSPA: RIVERSIDE COUNTY REGIONAL MEDICAL C

Support Level: Premier
 Rental and Support Term: 84 months

Effective as of the date of signature by both Parties below ("Effective Date"), this Amendment modifies Customer Order 1000049219 (collectively, "Customer Orders") between CareFusion Solutions, LLC and the Customer identified below. If any term or condition of the Customer Orders conflicts with a term or condition of this Amendment, then the term or condition of this Amendment shall control. The terms and conditions in this Amendment shall be effective upon complete execution of this Amendment. If applicable to the Products set forth in the Product Schedule attached hereto, Customer Order shall alternately mean "Rental Agreement", and "Support Agreement".

The following Pyxis Product(s) shall be deleted.

Products							Rental Terms			Support Terms		
Serial No.	Proposed Location	Product Name	Rx/Prs	P.Drws	Transaction Type	QTY	Rental Fee			Monthly Support Fee		
							List Price	Net	Extended	List Price	Net	Extended
12847768	PACU	MED.SRM, FLATOFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
14152281	LD3300	MED.SRM, FLATOFFSET,12FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
13043756	OR-CORE	MEDSTATION,ES, MAIN,6-DRAWER		5	UPU	1	\$947.00	\$538.00	\$538.00	\$170.00	\$135.00	\$135.00
13054053	OR CORE	MEDSTATION,ES, AUX,7-DRAWER		4	UPU	1	\$811.00	\$461.00	\$461.00	\$75.00	\$59.00	\$59.00
12684165	OR CORE	MED.SRM, FLATOFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
8000121355	RAD	MEDSTATION,ES, MAIN,2-DRAWER		1	UPU	1	\$414.00	\$235.00	\$235.00	\$170.00	\$135.00	\$135.00
13056567	CSEC ORB	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006361	CSEC ORA	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
12962515	OR 1	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006366	OR2	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006360	OR 3	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006362	OR4	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006359	OR 5	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006358	OR 6	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006365	OR7	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006363	OR8	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006364	OR9	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
13006357	OR TRAUMA	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$146.00	\$116.00	\$116.00
12602488	2200	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
13933825	IR	MEDSTATION,ES, MAIN,6-DRAWER		3	UPU	1	\$871.00	\$495.00	\$495.00	\$170.00	\$135.00	\$135.00
13936149	INFUSION	MEDSTATION,ES, MAIN,2-DRAWER	Rx	1	UPU	1	\$654.00	\$372.00	\$372.00	\$174.00	\$138.00	\$138.00
12602487	CT	MEDSTATION,ES, MAIN,6-DRAWER		1	UPU	1	\$763.00	\$434.00	\$434.00	\$170.00	\$135.00	\$135.00



Amendment Number:
Ref. Customer Order Number

2000021430
1000049219

13022159	4400	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
13927999	4400	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
12852209	4400	MED,SRM, ROUNDOFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
8000115420	DIAG	MEDSTATION,ES, MAIN,2-DRAWER		1	UPU	1	\$414.00	\$235.00	\$235.00	\$170.00	\$135.00	\$135.00
8000121291	EDOF	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,211.00	\$688.00	\$688.00	\$174.00	\$138.00	\$138.00
13008779	EDOF	MED,SRM, ROUNDOFFSET,12FT, LT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
13048303	ER MAIN	MEDSTATION,ES, MAIN,6-DRAWER		2	UPU	1	\$972.00	\$553.00	\$553.00	\$170.00	\$135.00	\$135.00
13047497	ER MAIN	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
12849798	ER-MAOM	MED,SRM, ROUNDOFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
8000018880	ERCLINIC1	MEDSTATION,ES, MAIN,6-DRAWER		5	UPU	1	\$962.00	\$547.00	\$547.00	\$170.00	\$135.00	\$135.00
13937565	ERCLINIC2	MEDSTATION,ES, MAIN,6-DRAWER		5	UPU	1	\$971.00	\$552.00	\$552.00	\$170.00	\$135.00	\$135.00
8000015147	ES- OVERFLOW	MEDSTATION,ES, MAIN,2-DRAWER		2	UPU	1	\$457.00	\$260.00	\$260.00	\$170.00	\$135.00	\$135.00
13043755	2400	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
13928002	2400	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
8000017791	2400	MEDSTATION,ES, AUX,TOWER,DC			UPU	1	\$308.00	\$175.00	\$175.00	\$60.00	\$48.00	\$48.00
12852203	2400	MED,SRM, ROUNDOFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
13035443	LD3300	MEDSTATION,ES, MAIN,6-DRAWER		5	UPU	1	\$971.00	\$552.00	\$552.00	\$170.00	\$135.00	\$135.00
12697664	LD 3300	MED,SRM, FLATOFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
12852212	L&D MOVED TO PED1	MED,SRM, ROUNDOFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
13022160	4500 A	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
13928000	4500 A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
12852210	MED1	MED,RM, ROUNDOFFSET,12FT, LT			UPK	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
12683907	4500 B	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
13930177	4500 B	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
8000079723	4100 A	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
12697999	4100 A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
12845332	4100 A	MED,SRM, FLATOFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
13207463	4200 A	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
13207499	4200 A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
13324958	4200 A	MED,SRM, ROUNDOFFSET,25FT, LT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
13035442	NICU3300	MEDSTATION,ES, MAIN,6-DRAWER	Rx	6	UPU	1	\$1,248.00	\$709.00	\$709.00	\$174.00	\$138.00	\$138.00
13043754	2500A	MEDSTATION,ES, MAIN,6-DRAWER	Rx	6	UPU	1	\$1,253.00	\$712.00	\$712.00	\$174.00	\$138.00	\$138.00
13933824	2500 A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00

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



Amendment Number:
Ref. Customer Order Number

2000021430
1000049219

12845351	2500 A	MED,SRM, ROUNDFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
12623593	2500 B	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
12623557	2500 B	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
8000018941	3200	MEDSTATION,ES, MAIN,6-DRAWER	Rx	6	UPU	1	\$1,253.00	\$712.00	\$712.00	\$174.00	\$138.00	\$138.00
12852201	3200	MED,SRM, ROUNDFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
13028454	3500A	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
13930179	3500 A	MEDSTATION,ES, AUX,7-DRAWER		4	UPU	1	\$927.00	\$527.00	\$527.00	\$75.00	\$59.00	\$59.00
12845353	SUR1	MED,RM, ROUNDFFSET,12FT, LT			UPK	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
13028453	3100A	MEDSTATION,ES, MAIN,6-DRAWER	Rx	4	UPU	1	\$1,161.00	\$660.00	\$660.00	\$174.00	\$138.00	\$138.00
13930178	3100 A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
12845352	SUR2	MED,RM, ROUNDFFSET,12FT, LT			UPK	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
13028374	SUR1	MEDSTATION,ES, AUX,TOWER,SC			UPN	1	\$215.00	\$122.00	\$122.00	\$60.00	\$48.00	\$48.00
13028370	SUR2	MEDSTATION,ES, AUX,TOWER,SC			UPN	1	\$215.00	\$122.00	\$122.00	\$60.00	\$48.00	\$48.00
12605978	2200	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$60.00	\$48.00	\$48.00
12602977	2200	MEDSTATION,ES, AUX,TOWER,DC			UPU	1	\$308.00	\$175.00	\$175.00	\$48.00	\$38.00	\$38.00
12852207	2200	MED,SRM, ROUNDFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$22.00	\$17.00	\$17.00
13020954	4400	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
13053527	ER MAIN	MEDSTATION,ES, AUX,TOWER,DC			UPU	1	\$308.00	\$175.00	\$175.00	\$48.00	\$38.00	\$38.00
13047731	ERCLINIC1	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
13036230	LD3300	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
13021207	4500 A	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
8000078258	4100 A	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
13206106	4200 A	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
13043706	NICU3300	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
13053981	OR	MEDSTATION,ES, AUX,TOWER,DC			UPU	1	\$308.00	\$175.00	\$175.00	\$48.00	\$38.00	\$38.00
13043699	PACU	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
13046674	2500 A	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
12618881	2500 B	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
13028372	PEDS 3400	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
12608175	PICU3400	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
13036234	3200	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$48.00	\$38.00	\$38.00
8000117014	RAD	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$60.00	\$48.00	\$48.00
12852206	PED1	MED,SRM, ROUNDFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00

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



Amendment Number:
Ref. Customer Order Number

2000021430
1000049219

13028452	PEDS3400	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,211.00	\$688.00	\$688.00	\$174.00	\$138.00	\$138.00
13028451	PICU3400	MEDSTATION,ES, MAIN,6-DRAWER	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$174.00	\$138.00	\$138.00
12705208	PICU 3400	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$75.00	\$59.00	\$59.00
12849790	SDS	MED,SRM, FLATOFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$28.00	\$22.00	\$22.00
		Localized User/Form Mgmt Lic 21-40Mains			EXP	1	\$337.00	\$192.00	\$192.00	\$123.00	\$97.00	\$97.00
Totals:							\$55,833.00		\$31,729.00	\$9,102.00		\$7,213.00

The following Pyxis Product(s) shall be added.

Products							Rental Terms			Support Terms		
Serial No.	Proposed Location	Product Name	Rx/Prs	P.Drws	Transaction Type	QTY	Rental Fee			Monthly Support Fee		
							List Price	Net	Extended	List Price	Net	Extended
14152281	ORC2-MSC	MED,SRM, FLATOFFSET,12FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13043756	ORCORE	MEDSTATION,ES, MAIN,6DR		6	UPU	1	\$947.00	\$538.00	\$538.00	\$177.00	\$142.00	\$142.00
13054053	ORCORE	MEDSTATION,ES, AUX,7-DRAWER		5	UPU	1	\$811.00	\$461.00	\$461.00	\$78.00	\$62.00	\$62.00
12684165	ORCORE	MED,SRM, FLATOFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
12847768	PACURUHS	MED,SRM, FLATOFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13056567	CSECORB	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006361	CSECORA	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
12962515	OR1	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006366	OR2	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006360	OR3	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006362	OR4	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006359	OR5	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006358	OR6	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006365	OR7	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006363	OR8	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006364	OR9	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
13006357	ORTRAUMA	PYXIS ANESTHESIA SYSTEM ES		1	UPU	1	\$699.00	\$397.00	\$397.00	\$151.00	\$109.00	\$109.00
12602488	2200	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
13933825	IR	MEDSTATION,ES, MAIN,6DR		4	UPU	1	\$871.00	\$495.00	\$495.00	\$177.00	\$127.00	\$127.00
13936149	INFUSION	MEDSTATION,ES, MAIN,2DR		2	UPU	1	\$465.00	\$264.00	\$264.00	\$177.00	\$127.00	\$127.00
13022159	4400	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
13927999	4400	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
12852209	4400	MED,SRM, ROUNDFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
8000115420	DIAGNOSTIC	MEDSTATION,ES, MAIN,2DR		1	UPU	1	\$414.00	\$235.00	\$235.00	\$177.00	\$127.00	\$127.00
8000121291	EDOF	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,211.00	\$688.00	\$688.00	\$181.00	\$130.00	\$130.00

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



Amendment Number:
Ref. Customer Order Number

2000021430
1000049219

13008779	EDOF	MED,SRM, ROUND-OFFSET,12FT, LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13048303	EDMAIN	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$972.00	\$553.00	\$553.00	\$181.00	\$130.00	\$130.00
13047497	EDMAIN	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
12849798	EDMAIN	MED,SRM, ROUND-OFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
8000018880	EDCLINIC1	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$962.00	\$547.00	\$547.00	\$181.00	\$130.00	\$130.00
13937565	EDCLINIC2	MEDSTATION,ES, MAIN,6DR	Rx	5	UPU	1	\$971.00	\$552.00	\$552.00	\$181.00	\$130.00	\$130.00
8000015147	ESOF	MEDSTATION,ES, MAIN,2DR		2	UPU	1	\$457.00	\$260.00	\$260.00	\$177.00	\$127.00	\$127.00
13043755	2400	MEDSTATION,ES, MAIN,6DR	Rx	5	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
13928002	2400	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
8000017791	2400	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$44.00	\$44.00
12852203	DIAGNOSTIC	MED,SRM, ROUND-OFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13035443	LD	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$971.00	\$552.00	\$552.00	\$181.00	\$130.00	\$130.00
12697664	LD	MED,SRM, FLAT-OFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
12852212	NICU	MED,SRM, ROUND-OFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13022160	4500A	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
13928000	4500A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
12852210	4500A	MED,SRM, SLIMLINE,12FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
12683907	4500B	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
13930177	4500B	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
8000079723	4100A	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
12697999	4100A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
12845332	4100A	MED,SRM, FLAT-OFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13207463	4200A	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
13207499	4200A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
13324958	4200A	MED,SRM, ROUND-OFFSET,25FT, LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13035442	NICU	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,248.00	\$709.00	\$709.00	\$181.00	\$130.00	\$130.00
13043754	2500A	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,253.00	\$712.00	\$712.00	\$181.00	\$130.00	\$130.00
13933824	2500A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
12845351	2500A	MED,SRM, ROUND-OFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
12623593	2500B	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
12623557	2500B	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
8000018941	OB3200	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,253.00	\$712.00	\$712.00	\$181.00	\$130.00	\$130.00
12852201	OB3200	MED,SRM, ROUND-OFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00

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



Amendment Number:
Ref. Customer Order Number

2000021430
1000049219

13028454	3500A	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
13930179	3500A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$927.00	\$527.00	\$527.00	\$78.00	\$62.00	\$62.00
12845353	3500A	MED,RM, ROUNDOFFSET,12FT, LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13028453	3100A	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,161.00	\$660.00	\$660.00	\$181.00	\$130.00	\$130.00
13930178	3100A	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
12845352	3100A	MED,SRM, SLIMLINE,12FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13028374	SUR1	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$49.00	\$49.00
13028370	SUR2	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$49.00	\$49.00
12605978	2200	MEDSTATION,ES, AUX,7-DRAWER		6	UPU	1	\$911.00	\$518.00	\$518.00	\$78.00	\$62.00	\$62.00
12602977	2200	MEDSTATION,ES, AUX,TOWER,DC			UPU	1	\$308.00	\$175.00	\$175.00	\$61.00	\$48.00	\$48.00
12852207	2200	MED,SRM, ROUNDOFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13020954	4400	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
13053527	ER MAIN	MEDSTATION,ES, AUX,TOWER,DC			UPU	1	\$308.00	\$175.00	\$175.00	\$61.00	\$48.00	\$48.00
13047731	ERCLINIC1	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
13036230	LD3300	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
13021207	4500 A	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
8000078258	4100 A	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
13206106	4200 A	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
13043706	NICU3300	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
13053981	OR	MEDSTATION,ES, AUX,TOWER,DC			UPU	1	\$308.00	\$175.00	\$175.00	\$61.00	\$48.00	\$48.00
13043699	PACU	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
13046674	2500 A	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
12618881	2500 B	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
13028372	PEDS 3400	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
12608175	PICU3400	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
13036234	3200	MEDSTATION,ES, AUX,TOWER,SC			UPU	1	\$215.00	\$122.00	\$122.00	\$61.00	\$48.00	\$48.00
12852206	PEDS	MED,SRM, ROUNDOFFSET,25FT, RT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
13028452	PEDS	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,211.00	\$688.00	\$688.00	\$181.00	\$130.00	\$130.00
13028451	PICU	MEDSTATION,ES, MAIN,6DR	Rx	6	UPU	1	\$1,219.00	\$693.00	\$693.00	\$181.00	\$130.00	\$130.00
12849790	SDS	MED,SRM, FLATOFFSET,25FT,LT			UPU	1	\$97.00	\$55.00	\$55.00	\$29.00	\$23.00	\$23.00
Totals:							\$52,911.00		\$30,067.00	\$9,041.00		\$6,711.00

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



Amendment Number:
Ref. Customer Order Number

2000021430
1000049219

Each person signing this amendment represents that he/she intends to and has the authority to bind his/her respective party to this amendment.

COUNTY OF RIVERSIDE RUHS RIVERSIDE UNIVERSITY HEALTH
SYSTEM

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130

Sign: /s/ see signature page

Sign: /s/ see signature page

Print:

Print:

Title:

Date:

Title:

Date:

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



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, a Delaware corporation (together with its affiliates, “CareFusion”) and County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health Systems (RUHS) (“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 Origin, Freight Collect as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing.
- 1.5 **Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation Services, provided that such Product functions substantially in accordance with the specifications of its User Guide (defined below) (“Acceptance” or “Accepted”). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its User Guide. Upon completion of applicable Services, Customer will execute CareFusion’s standard confirmation form.
- 1.6 **Payment Terms.** Customer will pay all CareFusion invoices in full within thirty (30) days from invoice date. As applicable to BD Pyxis™ and BD HealthSight™ products, CareFusion will send the applicable invoices thirty (30) days in advance of the applicable due date. Payment shall be made to CareFusion only for Products that have been Accepted by Customer.
- 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 and one-half percent (1.5%) 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”). Customer will promptly reimburse CareFusion for any Taxes paid by CareFusion, and will hold CareFusion harmless from all claims and expenses arising from Customer’s failure to pay any such Taxes. If Customer is exempt from any Taxes, Customer will not be relieved of its obligation to pay such Taxes until Customer provides to CareFusion documentation sufficient to establish Customer’s tax-exempt status. Customer will immediately notify CareFusion in writing of any change in its tax status. If Customer’s exempt status is challenged by any jurisdiction, then Customer will: (i) immediately notify CareFusion; (ii) resolve the challenge; and (iii) hold CareFusion harmless from all claims and expenses related to any such challenge.

MAR 28 2023 15.5

2. PRODUCT USE AND WARRANTY.

- 2.1 **User Guide.** 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 User Guide as needed. Customer may use and reproduce any User Guide solely for Customer’s internal use.
- 2.2 **Warranty.** Except as otherwise stated in a Customer Agreement, CareFusion warrants to Customer that for a period of ninety (90) days after Acceptance, 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 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.

Master Agreement

- 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). If Data contains Protected Health Information as defined by 45 C.F.R. § 160.103, then CareFusion will use such Data in conformance with the Privacy Rule and, before disclosing such Data, de-identify such Data pursuant to 45 C.F.R. § 164.514 and dissociate such Data from Customer.
- 3.6 Intellectual Property Ownership.** All right, title and interest in the intellectual property embodied in the Products and related documentation (including, without limitation, all copyrights, patents, trademarks, trade secrets, trade names, and trade dress), as well as the methods by which the Services are performed and the processes that make up the Services, will belong solely and exclusively to CareFusion or the applicable supplier or licensor. Customer has no rights in any such intellectual property, except as expressly granted in this Master Agreement.

4. INDEMNIFICATION.

- 4.1 Indemnity.** Subject to applicable law, CareFusion shall indemnify and hold harmless the Customer for any loss, damages, or liability, including reasonable attorneys' fees, resulting from any third party claim ("Claim") to the extent arising from the CareFusion's (a) negligence or willful misconduct, (b) real property damage, (c) bodily injury, or death, and (d) breach of its representations, warranties and covenants under a Customer Order.

In addition, CareFusion shall indemnify and hold harmless the Customer for any Claim to the extent arising from the breach by CareFusion of its express warranty provided under the Customer Order, except for any Claims arising from the negligence or willful misconduct of any healthcare professional in performing services in a healthcare facility owned or operated by Customer. Customer shall give prompt notice of the Claim to CareFusion. Customer shall cooperate with CareFusion in the defense of the Claim; however, Customer may employ separate counsel, at its expense, to provide or participate in the defense.

With respect to any Claim subject to indemnification herein by CareFusion, CareFusion shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Customer; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CareFusion's indemnification obligations to Customer as set forth herein.

The specified insurance limits required in this Master Agreement shall in no way limit or circumscribe CareFusion's obligations to indemnify and hold harmless the Customer herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CareFusion from indemnifying Customer to the fullest extent allowed by law.

- 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. . Notwithstanding the foregoing, and excluding claims for the total fees due under a Customer Order, the total liability of a Party in connection with any matter arising from or relating to a Customer Order (whether in contract, tort, negligence or otherwise) will be limited to the amount of all fees paid or to be paid by Customer under the Customer Order(s) to which the matter relates during the twelve (12) month period immediately preceding the event giving rise to such liability.

5.2 **Insurance.**

a. CareFusion will maintain: (i) commercial general liability insurance including Customer as an additional insured, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than \$2,000,000 and \$5,000,000, respectively; (ii) Products and Completed Operations insurance, and at Customer's written request including Customer as an additional insured with per occurrence limits and aggregate limits of not less than \$5,000,000 and \$5,000,000 respectively; (iii) professional errors and omissions insurance that contains cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than \$1,000,000 and \$3,000,000; and (iv) workers' compensation insurance in compliance with statutory requirement and employers' liability insurance in an amount of not less than \$1,000,000 per occurrence. Notwithstanding the foregoing, the Parties understand and agree that, as of the Effective Date, CareFusion is not self-insured, but CareFusion reserves the right to self-insure for all or part of the insurance required hereunder. If any of the required policies are written on a claims-made basis, then such policies will be maintained for a period of not less than three (3) years following the termination or expiration of this Master Agreement.

b. **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) unless such requirements are waived, in writing, by the Customer's Risk Manager. If the Customer's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. Customer may access CareFusion's Memorandum of Insurance (MOI) at any time by using the web address: <https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=D409>. Upon Customer's reasonable written request, CareFusion may provide a Certificate of Insurance as additional proof that the insurance coverage required under this Master Agreement are in full force and effect.
- iii. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Master Agreement shall terminate forthwith, unless the Customer receives, prior to such effective date, another properly executed Memorandum of Insurance, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CareFusion shall not commence operations until the Customer has been furnished a Memorandum of Insurance and copies of endorsements.
- iv. It is understood and agreed to by the parties hereto that to the extent of CareFusion's indemnity obligations herein, the CareFusion's insurance shall be construed as primary insurance, and the Customers' insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- v. CareFusion shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Master Agreement.
- 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 Master 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 thirty (30) days (or within ten (10) days for any past due payment) after receipt of written notice providing full details of such non-compliance; (ii) terminates or suspends substantially all of its business activities; or (iii) becomes subject to any bankruptcy or insolvency proceeding. Upon any such termination, CareFusion may

Master Agreement

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 if there are no payments due and no other obligations yet to be performed under any Customer Agreement.
- 6.3 Non-Appropriation of Funds.** No legal liability on the part of the Customer shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Customer shall immediately notify CareFusion in writing; and the applicable Customer Agreement shall be deemed terminated and have no further force and effect.
- 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 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.
- 7.4 Access to Records.** For a period of four (4) years after CareFusion has completed performance under a Customer Agreement, CareFusion will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives (collectively, the "Requesting Party"), this Master Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion under such Customer Agreement ("Access"). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12) month period to perform such Customer Agreement, then CareFusion will require such subcontractor to permit Access to the Requesting Party.
- 7.5 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 by written notice. Within thirty (30) days after receipt of such notice and subject to the satisfaction of any remaining payment or other obligations, Customer may cancel this Master Agreement by written notice.
- 7.6 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.
- 7.7 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.

Master 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 shall have sole discretion and authority in determining its response to said disclosures. However, Customer will promptly notify CareFusion in advance of any possible disclosure pursuant to applicable law to give CareFusion sufficient time to review the applicable law, challenge the request, and/or redact any necessary information to the extent permitted by law..
- 8.3 Independent Contractor.** It is agreed that CareFusion is an independent contractor, and that no relationship of employer-employee exists between the Parties. CareFusion and its employees shall not be entitled to any benefits payable to employees of Customer, including but not limited to, workers' compensation, retirement, or health benefits. Customer shall not be required to make any deductions for CareFusion employees from the compensation payable to CareFusion under this Agreement. Notwithstanding **Section 4.1 (Individual Indemnity)**, above, CareFusion agrees to hold Customer harmless from any and all claims by BD employees that may be made against Customer, based upon any claim by any person or other party that an employer-employee relationship exists by reason of this Master Agreement. CareFusion agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, Customer, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship made by a BD employee by reason of this Master Agreement.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 Disputes.** The Parties shall attempt to resolve any disputes related to this Master Agreement, Customer Order, Customer Order Attachment, or Schedule amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. CareFusion and Customer shall proceed diligently with the performance of this Master Agreement and any Customer Orders pending resolution of a dispute.
- Prior to the filing of any legal action related to this Master Agreement, Customer Order, Customer Order Attachment, or Schedule, the Parties shall be obligated to attend a non-binding mediation session by JAMS/Endispute. A second mediation session shall be required if the first session is not successful. Each Party shall bear its own costs and expenses, including attorney's fees, witness fees, travel expenses, and preparation costs. Nothing in this paragraph shall preclude either Party from exercising any and all legal rights available to it in a court of competent jurisdiction, and nothing contained in this paragraph shall prevent or preclude mediation or other dispute resolution while litigation is pending. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose as admission of a party, nor shall it be offered or entered into evidence in any legal proceeding
- 8.10 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.
- 8.11 Prevailing Party.** The prevailing Party will be entitled to reasonable attorneys' fees, costs and expenses for any claim against the other Party under this Master Agreement or any Customer Agreement.

Master Agreement

- 8.12 Survival.** The obligations set forth in this Master Agreement and each Customer Agreement that by their nature continue and survive will survive any termination or expiration of this Master Agreement.
- 8.13 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.
- 8.14 Electronic Signatures.** This Master Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this Master Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Master Agreement. The Parties further agree that the electronic signatures of the Parties included in this Master Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on following page.]

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

COUNTY OF RIVERSIDE,
RIVERSIDE UNIVERSITY HEALTH SYSTEM
#1642700

CAREFUSION SOLUTIONS, LLC

Notice Address:
26520 Cactus Ave
Moreno Valley, CA 92555-3927

Notice Address:
3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: California

State of Incorporation: Delaware

By: 

By: 

Print: Kevin Jefferies

Print: Joshua Meersman

Title: Chair, Board of Supervisors

Title: Sr. Manager, Capital Contracting MMS

Date: 3/28/23

Effective Date: 13-Mar-2023

MAR 28 2023 15.5

Master Agreement

ATTEST:
Kimberly A. Rector
Clerk of the Board



By: *Kimberly A. Rector*
Print: KIMBERLY A. RECTOR

Title: Deputy
Date: 3/28/23

APPROVED AS TO FORM:
COUNTY COUNSEL

By: *Katherine Wilkins*

Print: Katherine Wilkins

Title: Deputy County Counsel

Date: Mar 13, 2023

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
Pyxis™	Implementation Terms
Pyxis™	Support Terms (Comprehensive, Enhanced, and Premier Support Plans)
BD Pyxis™	Pyxis™ Pharmogistics™ / BD Pyxis™ Logistics Products
BD HealthSight™	BD HealthSight™ Products



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; Footprint Modification; Extended Term.

2.1 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.

2.2 Footprint Modification Option. Notwithstanding the foregoing, Customer will have the right and option to terminate the Rental Term for a subset of Rental Equipment under a Customer Agreement, as provided in this **Section 2.2**.

(a) As used herein, (i) "FMO Products" means Rental Equipment and Software (other than Third Party Products or Third Party Software) under a Customer Agreement representing up to twenty percent (20%) of the total Monthly Rental and Monthly Subscription Fees for all Rental Equipment and Software under such Customer Agreement as evaluated in each Contract Year; and (ii) "Contract Year" means the twelve (12) month period beginning on any anniversary of the Effective Date of the Master Agreement.

(b) Provided that Customer is not then in breach of any agreement with CareFusion, Customer may terminate the Rental Term or Subscription Term for the FMO Products any time during a Contract Year with at least thirty (30) days prior written notice to CareFusion. Termination shall be subject to Customer's execution of CareFusion's standard form amendment to the Customer Agreement, and Customer's compliance with the terms thereof, including, without limitation, return of the FMO Products at Customer's expense. Termination shall be effective the first day of the month following the date CareFusion takes possession of the FMO Products. On the effective date of termination, the Rental, Support and/or Subscription Terms and Customer's obligation to pay Monthly Rental, Support and/or Subscription Fees for the FMO Products will terminate.

(c) For the sake of clarity, the foregoing right and option will not apply to (i) any Products other than the FMO Products, (ii) any "sold-to" or "ship-to" entity other than the entity designated in the applicable Customer Agreement, (iii) any Third Party Product or Third Party Software listed in the Customer Agreement, and will not (iv) carry over to a subsequent Contract Year.

2.3 Extended Term. 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 PyxisTM 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. 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.



Schedule Equipment Rental Terms

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 of Payment Obligations. 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.

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).

10. 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.



Schedule CareFusion Software Services

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

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

2. Perpetual Use.

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

2.2. Maintenance Term. The initial term for maintenance services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Maintenance Term"). The Maintenance Term is non-cancellable. Unless otherwise stated in a Customer Order, the Maintenance Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted, and (ii) subject to the appropriation of applicable funds, renew on a month-to-month basis thereafter unless Customer notifies CareFusion in writing at least thirty (30) days prior to the expiration of the then-current Maintenance Term of its intent not to extend the Maintenance Term. Either Party may terminate any month-to-month Maintenance Terms upon thirty (30) days written notice to the other Party.

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

3. Subscription Use.

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

3.2. Subscription Term. The initial term for subscription services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Subscription Term"). The Subscription Term is non-cancellable. Unless otherwise stated in a Customer Order, the Subscription Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted, and (ii) subject to the appropriation of applicable funds, renew on a month-to-month basis thereafter unless Customer informs CareFusion in writing at least thirty (30) days prior to the expiration of the then-current Subscription Term of its intent not to extend the Subscription Term. Either Party may terminate any month-to-month Subscription Terms upon thirty (30) days written notice to the other Party.

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

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

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



Schedule CareFusion Software Services

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.

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

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

5. Customer Responsibilities.

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

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

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

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

5.5. Multi-Facility Maintenance Obligation. If Customer and its affiliates (or related entities and facilities with common CareFusion Software Services) have implemented CareFusion Software Services at multiple facilities or on shared servers operating the CareFusion Software Services, and 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).

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.



In the performance of one or more support agreements between CareFusion and Customer (alternatively referred to as "Covered Entity") related to the collection of data (each, a "Data-Related Agreement"), Business Associate will receive protected health information, as defined by 45 C.F.R. §160.103, from or on behalf of Covered Entity (collectively, "PHI"). The purpose of this Schedule is to permit Business Associate and Covered Entity to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E ("Privacy Rule"), the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and C ("Security Rule"), the HIPAA Omnibus Rule at 45 C.F.R. part 160 and 45 C.F.R. part 164 ("Omnibus Rule"), and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the "HITECH Act"). (Collectively referred to herein as the "HIPAA Rules")

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304, 164.402 and 164.501, unless otherwise indicated.

Schedule

- 1. Permitted Uses and Disclosures of PHI.** Business Associate shall not use or further disclose PHI except: (a) other than as permitted or required by this Schedule; (b) as "Required By Law," as that phrase is defined in 45 C.F.R. §164.103; or (c) except as otherwise expressly agreed to in writing by Covered Entity. Except as otherwise limited in this Schedule, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Customer pursuant to the Data-Related Agreements, provided that to the extent Business Associate carries out any of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of its obligations.
- 2. Minimum Necessary.** In conducting functions and/or activities under the Data-Related Agreements and this Schedule that involve the use and/or disclosure of PHI, Business Associate shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary to accomplish the intended purpose of the use or disclosure.
- 3. Protection of PHI.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Schedule.
- 4. Reporting.** Business Associate shall promptly report to Covered Entity any Breach or successful Security Incident as required by 45 CFR §164.410.
- 5. Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Schedule.
- 6. Subcontractors and Agents.** Business Associate agrees to ensure that any subcontractors and agents to whom it provides PHI received from, or created, or received by, Business Associate on behalf of Covered Entity agree in writing to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Rules that apply through this Agreement to Business Associate with respect to such information in accordance with 45 C.F.R. §164.504(e)(2)(ii)(D).
- 7. Accounting to HHS.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services (the "Secretary"), in a time and manner designated by Covered Entity or the Secretary, for the purpose of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- 8. Documentation of Disclosures.** Business Associate shall document and maintain documentation of such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- 9. Accounting of Disclosures.** If Covered Entity receives a request from an individual pursuant to 45 C.F.R. §164.528 for an accounting of Covered Entity's disclosures of the individual's PHI and, in the course of attempting to satisfy the individual's request, Covered Entity provides a written request to Business Associate, then Business Associate shall promptly provide Covered Entity the information required to be included in an accounting pursuant to 45 C.F.R. §164.528(b)(2) for Business Associate's disclosures of PHI that are subject to an accounting pursuant to 45 C.F.R. §164.528(a)(1).
- 10. Access and Designated Record Set.** To the extent Business Associate maintains PHI in a "Designated Record Set," as that term is defined by 45 C.F.R. §164.501, Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to PHI in a Designated Record Set to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. §165.524. If applicable, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity and in a reasonable time and manner.
- 11. De-identification of PHI.** Business Associate may de-identify PHI pursuant to 45 C.F.R. §164.514 and use the de-identified information for any lawful purpose. Business Associate's use and disclosure of such de-identified personal information will not be subject to the requirements set forth in this Schedule.



Business Associate Schedule

- 12. Data Aggregation.** If Business Associate provides data aggregation services to Covered Entity, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R §164.504(e)(2)(i)(B).
- 13. Right to Terminate for Material Breach.** If Business Associate is in material breach of this Schedule and does not cure the breach within a reasonable time (not to exceed thirty (30) days), then Covered Entity may terminate this Schedule and the applicable Data-Related Agreement that granted Business Associate access to PHI which gave rise to the breach. Termination of a Data-Related Agreement pursuant to this Section shall have no effect upon any right or obligation created by any other written agreement between Business Associate and Covered Entity, except as otherwise provided herein.
- 14. Return or Destruction of PHI.** Upon termination of this Schedule or any Data-Related Agreement for any reason, Business Associate shall either return or destroy, if feasible, all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to all such PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. If Business Associate determines that returning or destroying the PHI is infeasible, then Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Schedule to such PHI and limit further uses and disclosures of such PHI to those purposes that makes the return or destruction infeasible, for so long as Business Associate maintains the PHI.
- 15. Electronic PHI Safeguards.** To the extent Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity, Business Associate shall comply with the Security Rule and shall:
- (a) implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, in accordance with the Security Rule; and
 - (b) ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Electronic PHI on Business Associate's behalf will (i) implement reasonable and appropriate safeguards to protect Electronic PHI; and (ii) comply with any applicable requirement of the Security Rule.
- 16. Conformance with Modification of HIPAA Rules or Regulations.** If an amendment to or modification of HIPAA Rule, requires modification of this Schedule to permit Covered Entity or Business Associate to remain in compliance during the term of this Schedule, then Business Associate and Covered Entity shall enter into good faith negotiations to amend this Schedule to conform to any change required by such amendment or modification. Notwithstanding the foregoing, if Covered Entity and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations.
- 17. Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA Rules.
- 18. No Third Party Beneficiaries.** No provision of this Schedule is intended to nor shall any provision confer any right, remedy, obligation or liability upon any person or entity other than the parties and their respective permitted successors or assigns.
- 19. Term.** The Term of this Agreement shall begin on the Effective Date and shall continue until later of termination in accordance with Section 13 of this Schedule or until the final Data-Related Agreement between Covered Entity and Business Associate has terminated and all PHI is destroyed or returned to Covered Entity.
- 20. Survival.** The obligations of Business Associate pursuant to this Schedule shall survive the termination, cancellation or expiration of any Data-Related Agreement.
- 21. Primacy.** To the extent that any provisions of this Schedule conflict with the provisions of any other agreement or understanding between Business Associate and Covered Entity, this Schedule shall control with regard to the subject matter of this Schedule.
- 22. Independent Contractors.** No provision of this Schedule is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between Covered Entity and Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Schedule. None of the parties nor any of their respective representatives shall be construed to be the agent, employer or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either Business Associate or Covered Entity that Business Associate constitute an "agent" under such common law.



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 within thirty (30) days from the Term Begin Date set forth in the applicable Implementation Timeline.

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, provided that if no Term Begin Date is set forth in an Implementation Timeline or if there is no Implementation Timeline, then the “Term Begin Date” shall be the first date of the month following the Acceptance of the Product. 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.

Customer Order Attachment

Pyxis® ES System

Implementation Terms

SAMPLE IMPLEMENTATION TIMELINE



Implementation Timeline

Project name
Customer Sold-To Name: xxxxxx
Quote Number:xx-xx-xxxx
Submit Date:xx-xx-xxxx

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

Plan: Prepare for equipment arrival and product implementation		
Task	Customer responsibilities	Completion Date
Kickoff Project	CareFusion and customer officially start project with all stakeholders and set expectations/vision of project	
Develop Project Schedule	Customer and CareFusion complete project timeline and determine resources for each task	
Determine Solution Design	CareFusion facilitates discussion with customer to determine how to set up their system to meet their needs	
Develop Training Plan	CareFusion introduces customer to the CareFusion Learning Portal (CLP) and helps them develop material for training	
Define Technical Design and Configuration	CareFusion Integration Engineer reviews, documents, and implements IT-related design decisions	
Obtain Product	CareFusion obtains the product for test and live environments	
Perform System Validation in TEST environment	CareFusion works with customer to verify functionality of system based on System Setup document in the facility's test environment	
Execute: Implement project plan		
Task	Customer responsibilities	Completion Date
Build Product	CareFusion and customer build the equipment. Installation inspection of equipment is performed	
Perform System Validation in PRODUCTION environment	CareFusion works with customer to verify functionality of system based on System Setup document in the facility's production environment. Customer signs interface sign-off	
Deliver / Verify Training	CareFusion trains Super Users. Super Users train the end-users. Customer signs training and system setup sign-off	
Go-live and Support	System is brought live and post go-live support is provided	
Term Begin Date:		
<p>Note: 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 Pyxis Products shall remain in full force and effect until the Term Begin Date unless otherwise agreed to in writing by the Parties. If the Agreement is a Rental Agreement, then the Rental Term for each Pyxis Product shall begin on the Term Begin Date. If the Agreement is a Purchase Agreement, then Customer shall pay the Net Purchase Price for each Pyxis Product within 30 days of the Term Begin Date. If, due to the sole fault of CareFusion, a Pyxis Product is not Accepted 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. Notwithstanding the foregoing, CareFusion reserves the right to cancel the Agreement for any Pyxis Product that is not Accepted by the Term Begin Date, unless such non-Acceptance is due to the sole fault of CareFusion.</p>		

Customer Order Attachment

Pyxis® ES System

Implementation Terms

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

Implementation Timeline is valid if signed before: XX-XX-XXXX

Customer Name	CareFusion Solutions, LLC
Sign:	Sign:
Print:	Print:
Title:	Title:
Date:	Date:



Schedule BD Pyxis™ Products

Support Terms (Comprehensive, Enhanced and Premier)

These terms, in addition to applicable provisions of this Master Agreement, apply to support services (“Support”) for BD Pyxis™ MedStation™ ES System, BD Pyxis™ Anesthesia Station ES, BD Pyxis™ SupplyStation™, BD Pyxis™ IV Prep, and BD Pyxis™ Logistics (collectively, “Pyxis Products”), as set forth in the applicable Customer Order. The Customer Order identifies the Support Plan (*Comprehensive, Enhanced, or Premier*) set forth herein (each, a “Support Plan”). Each Party’s responsibilities for Support of the Pyxis Products will vary according to the Support Plan, in accordance with the terms herein.

1. Support Term. The “Initial Support Term” for a Pyxis Product means the number of months stated in the applicable Customer Order, beginning on the Term Begin Date as stated in the applicable Implementation Timeline. If there is no Term Begin Date set forth 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 to terminate at the end of the Initial Support Term, Support will continue uninterrupted on a month-to-month basis (“Extended Support Term”). An Extended Support Term may be terminated by either party, upon no less than thirty (30) days’ prior written notice. For the purposes of this Schedule, “Support Term” shall mean the Initial Support Term together with any Extended Support Term.

2. Monthly Support Fees and Payment. During the Initial Support Term, the Monthly Support Fee for each Pyxis Product shall be as stated in the Customer Order, and during each Extended Support Term the Monthly Support Fee will be based on the month-to-month rate set forth in the then-current BD Pyxis™ product price catalog, less any then-applicable discounts (each, a “Monthly Support Fee”). CareFusion may increase the Monthly Support Fee once every twelve (12) months by no more than the Consumer Price Index for medical care plus two percent, provided that the increase will be effective upon at least ninety (90) day’s written notice to Customer. Customer will pay the Monthly Support Fees on the first business day of each month during the Support Term. If Customer fails to pay any Monthly Support Fees for Support in accordance with the terms of the Customer Order, then CareFusion may cease providing such Support to the Customer upon thirty (30) days’ notice, and cease providing any or all Support to any or all entities listed on **Exhibit B** to the Master Agreement (if applicable), upon sixty (60) days’ notice, for so long as the fees remain unpaid.

3. Support Plan Conditions. CareFusion shall provide Support for each Pyxis Product in accordance with these terms and the Support Plan identified in the Customer Order; provided however, that notwithstanding the Support Plan identified on a Customer Order for BD Pyxis™ IV Prep and BD Pyxis™ Logistics the Comprehensive Support Plan shall be the only Support Plan applicable to such Pyxis Products. Customer shall facilitate CareFusion’s provision of Support, including without limitation: (i) assuring Customer’s Users obtain and maintain reasonable competence in the use of Pyxis Products, (ii) ensuring that the applicable elements of Customer’s technology environment meet the system requirements specified in the applicable User Guide, (iii) properly maintaining each element of Customer’s technology environment, and (iv) discontinuing the use of each element that has reached the end of its useful life. For the avoidance of doubt, CareFusion shall have no obligation to, and Customer shall not request CareFusion personnel, maintain, repair or replace any element of Customer’s technology environment.

3.1 Properly Performing. During the Support Term and subject to **Section 7 (Exclusions)**, CareFusion will provide replacement parts, labor and Equipment as necessary to keep the Pyxis Products and CareFusion-provided interfaces (“Interfaces”) performing in accordance with the material specifications of the applicable User Guide (“Properly Performing”), subject to **Section 7.3**. During any Extended Support Term, CareFusion will use commercially reasonable efforts to restore the functionality of any Pyxis Product which is not Properly Performing including the use of refurbished parts, but will have no obligation to replace Equipment or Software with new Equipment, parts or Software. If, during an Extended Support Term, CareFusion is unable to restore the functionality of a Pyxis Product, then in its sole determination, CareFusion may elect to terminate the Support Term for the Pyxis Product, effective as of the first day of the month following CareFusion’s notice of its determination.

3.2 Technical Support. To obtain Technical Support, Customer may contact CareFusion’s Technical Support Center (“TSC”), by phone at 1.800.727.6102 (for immediate response by the TSC) or online at www.carefusion.com/css, twenty-four (24) hours a day, seven (7) days a week, each day of the year. When Customer reports that a Pyxis Product is not Properly Performing (an “Issue”), CareFusion will promptly respond to the Customer’s report. CareFusion will request additional information about the Issue, if needed, assess the severity of the Issue in consultation with the Customer and begin work to verify, diagnose and resolve the Issue.

3.3 Remote Issue Resolution. If remote support technologies (“RSS”) are deployed with the Pyxis Product, CareFusion will use RSS as appropriate in its work to verify, diagnose and resolve the Issue. Customer will provide high-speed internet access and firewall modifications to enable connectivity to the Pyxis Product via RSS and CareFusion will use RSS as appropriate to verify, diagnose and resolve any Issue. If Customer’s system, connectivity, or personnel do not permit RSS on a Pyxis Product, then: (i) any Guaranteed Response Time or Uptime Guarantee (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 required as a result of the RSS interference. 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 direct access to Equipment is required, Customer will allow CareFusion such access. CareFusion will monitor the applicable Pyxis Products via RSS and will notify Customer identified representatives of specific alarms and events where CareFusion has acted either to prevent or correct a service condition.



Support Terms (Comprehensive, Enhanced and Premier)

3.4 On-Site Issue Resolution. If CareFusion determines that on-site service is necessary for proper verification, diagnosis or resolution of an Issue, it will promptly dispatch a field service technician to Customer’s facility, or, if CareFusion determines that the Issue does not require immediate attention, it will schedule on-site service for a mutually-agreed date. CareFusion will resolve Equipment Issues by repairing or, replacing Equipment, as determined appropriate by CareFusion to assure its Properly Performing; provided that CareFusion will not be obligated to replace Equipment during an Extended Support Term.

4. Support of Equipment. For Equipment, in addition to the Support outlined in Section 3 above, CareFusion will provide the additional Support summarized in Table 1 below and detailed in Subsection 4.1 through 4.4, below based on the applicable Support Plan.

Table 1 – Additional Equipment-Based Support

Support Services	Comprehensive	Enhanced	Premier
Guaranteed Response Time	24 Hours	8 Hours	6 Hours
Equipment Uptime Guarantee	not included	√	√
Preventative Maintenance	√	√	√
Equipment Relocation	√	√	√
Replacement Parts	√	√	√

4.1 Guaranteed Response Time for On-Site Support. When CareFusion determines that immediate on-site Support is required and, unless the Parties schedule an alternative time, CareFusion guarantees that a technician will arrive at Customer’s site within six (6) hours after dispatch under Premier Support Plan, within eight (8) hours after dispatch under Enhanced Support Plan, and within twenty-four (24) hours after dispatch under the Comprehensive Support Plan (each, a “Guaranteed Response Time”). Notwithstanding the foregoing, as applicable to BD Pyxis™ IV Prep products, the Guaranteed Response Time is seventy-two (72) hours after dispatch under the Comprehensive Support Plan. For any failure to meet the applicable Guaranteed Response Time, Customer, as its sole remedy for the failure, will be entitled to credits against Customer’s Monthly Support Fees, as follows: (i) for Premier Support, an amount equal to five percent (5%) of the Monthly Support Fees for all Pyxis Products at the site of the affected Pyxis Product; (ii) for Enhanced Support, an amount equal to twenty percent (20%) of the Monthly Support Fees for the affected Pyxis Products; and (iii) for Comprehensive Support, an amount equal to five percent (5%) of the Monthly Support Fees for the affected Pyxis Products.

4.2 Equipment Uptime Guarantee. For the Premier and Enhanced Support Plans, CareFusion guarantees that, in any calendar month (i) the product of the number of hours in the month and the average number of RSS-enabled Equipment at a Customer site in the month (“Total Device Hours”), less (ii) the number of hours in the month required to resolve Issues for such Equipment will not be less than ninety seven percent (97%) of Total Device Hours (“Uptime Guarantee”). If CareFusion fails to meet the Uptime Guarantee due to no fault of the Customer or any of its third party vendors or agents, Customer will be entitled, as its sole remedy for the failure, to a credit against Customer’s obligation to pay Monthly Support Fee in an amount equal to ten percent (10%) of the Monthly Support Fees for the affected Equipment, for Premier Support Plan, and five percent (5%) of the Monthly Support Fees for the affected Equipment for the Enhanced Support Plan. Customer shall give CareFusion notice of any and all such failures in a calendar quarter not later than the last day of the first month of the following calendar quarter. All credits will be applied to the Monthly Support Fees payable for the third month of the next calendar quarter.

4.3 Preventative Maintenance. CareFusion will perform recommended onsite preventative maintenance of Equipment in accordance with CareFusion’s then-current preventive maintenance schedule.

4.4 Equipment Relocation. Upon thirty (30) days’ written notice from Customer, CareFusion will relocate eligible Equipment to another Customer-owned facility within one hundred (100) miles. Relocation services will be provided during normal business hours or as otherwise mutually agreed upon by the Parties. A list of eligible Equipment is available at <http://cp.carefusion.com>.

5. Software Support. For those Pyxis Products that are on-premise Software Products, in addition to the Support obligations outlined in Section 3 above, CareFusion will provide the following Support, based on the Support Plan identified in the Customer Order, as summarized in Table 2 below and as detailed in Subsections 5.1 through 5.12, below.



Support Terms (Comprehensive, Enhanced and Premier)

Table 2

Support Services	Comprehensive	Enhanced	Premier
Remote Support Services	√	√	√
Updates and Upgrades	√	√	√
Software Patching	√	√	√
Virtual Machine (VM) Deployments	√	√	√
Proactive Monitoring*	√	√	√
Project Management for Upgrades	√	√	√
Online Learning	√	√	√
Server Migration	not included	not included	√
BD Knowledge Portal for Medication Technologies	√	√	√
Remote Data Support	not included	√	√
Remote Practice Support	not included	√	√
Dispensing System Manager Courses Tuition Waiver	not included	1/contract	1/year
Dispensing System Data Workshop Tuition Waiver	not included	not included	2/year
Annual On-Site Consulting	not included	not included	8hours/devices

5.1 Updates. “Update” means a bug fix, error correction, virus update, minor enhancement or modification to existing features to maintain the security or operation of the Software. Update also includes CareFusion-approved software patches for its Software. During the Support Term, if CareFusion generally releases an Update to the Software, then CareFusion will install the Update and will deliver notice to Customer of the Update. Customer will promptly test the connections between the Pyxis Product and Customer's information system.

5.2 Upgrades. “Upgrade” means a major enhancement, new feature or other improvement to the Software, but does not include any Equipment, Third Party Software, or any other Software that CareFusion generally licenses separately. During the Support Term, if CareFusion generally releases an Upgrade to the Software, then CareFusion will install the Upgrade and will deliver notice to Customer of the Upgrade.

5.3 Server Upgrades. For Premier Support, CareFusion will provide support services and CareFusion licenses on a one-time basis to upgrade Customer’s server to the latest version if required in order to support a Pyxis Product release.

5.4 Virtual Machine (VM) Services. For 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 Support will include (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 6.4 (*Virtual Machine (VM) Deployments*).

5.5 Project Management for Upgrades. CareFusion will remotely assist Customer in managing project tasks and deliverables for Software Upgrades. Customer is entitled to twenty (20) hours of consulting in each annual period (unused hours do not carry over to succeeding periods). Customer may schedule these consulting services no less than six (6) weeks in advance.

5.6 Online learning. CareFusion will provide Customer with access to its online learning management system. Customers with access to this portal can also view scheduled trainings and webinars. In addition, Customer may participate in CareFusion-hosted webinars with clinicians to discuss best practices in using the Software. Webinars may be accessed at <https://bd.com/LearningCompass>.

5.7 Remote Data Support. For qualifying Support Plans, as described in Table 2 above, CareFusion will provide access to qualified consultants to address customer data set questions and concerns and to assist with the interpretation of BD Knowledge Portal for Medication Technologies. To obtain data support, Customer may contact pyxissupport@bd.com. CareFusion will monitor and respond within twenty-four (24) hours of receipt Monday through Friday from 5:00 a.m. to 5:00 p.m. Pacific Time.

5.8 Remote Practice Support. For qualifying Support Plans identified in Table 2 above, CareFusion will provide remote practice support, answering Customer’s questions about features, functions and operation of the Software. To obtain remote practice support, Customer may contact pyxissupport@bd.com. CareFusion will monitor and respond within twenty-four (24) hours of receipt Monday through Friday from 5:00 a.m. to 5:00 p.m. Pacific Time.



Support Terms (Comprehensive, Enhanced and Premier)

5.9 Dispensing System Manager Courses Tuition Waiver. Beginning upon execution of the first Customer Order for BD Pyxis MedStation ES Products, CareFusion will waive tuition for Customer's staff at the ship-to facility set forth in the Customer Order to attend a generally available system manager course held at BD's facility as set forth in relation to the qualifying Support Plans identified in Table 2 above. The number of seats available on an annual basis will not exceed the number of years remaining in the then-current Support Term. Course dates are available at <https://bd.com/LearningCompass>. Unused seats shall not be applied towards subsequent years.

5.10 Dispensing System Data Workshop Tuition Waiver. Beginning upon execution of the Customer Order for Pyxis MedStation ES Products subject to the Premier Support Plan, not to exceed once during each twelve (12) months during the Support Term, CareFusion will waive tuition for two (2) members of Customer's staff to attend a data workshop. Course dates are available at <https://bd.com/LearningCompass>. The number of tuition seats available on an annual basis will not exceed the number of years remaining in the then-current Support Term.

5.11 Annual On-Site Clinical Inservice. For Pyxis Products subject to a Premier Support Plan, at Customer's request, CareFusion will provide on-site clinical in-servicing for practice reinforcement and best practices, as the Parties deem appropriate for Customer's site. CareFusion will provide this Support in one 8-hour visit for up to two hundred (200) devices at the site. If there are more than two hundred (200) devices and multiple visits are required, then the on-site Support shall be scheduled on consecutive weekdays. Customer may schedule this Support no less than six (6) weeks in advance. CareFusion will perform this Support one (1) time per twelve (12) month period during the Initial Support Term, beginning upon execution of the Customer Order for BD Pyxis MedStation ES Products.

5.12 BD Knowledge Portal for Medication Technologies. Customer may access the BD Pyxis™ Knowledge Portal for Medication Technologies website www.bd.com/self-service. Resources available at the website include product documentation, self-study courses, and group training sessions.

6. Customer Obligations

6.1 Server Support. Customer will ensure the proper functioning and availability of (i) Customer's side of station and server network connectivity, (ii) Customer-provided server Equipment, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.

6.2 System Requirements. Customer will provide (i) station and server environment, (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 Equipment Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Equipment Requirements Schedule.

6.3 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 for any Issues related to Interface functionality will be for CareFusion to modify the Interface to provide full functionality.

6.4 Virtual Machine (VM) Deployments. For 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 Equipment Requirements Schedule.

6.5 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.

6.6 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.

6.7 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.

6.8 Peripherals. Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.

6.9 Consumables. Customer is solely responsible for the replacement or installation of consumables, including but not limited to batteries, paper and toner.

6.10 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 CareFusion's then-current time and materials rates for that service.



Support Terms (Comprehensive, Enhanced and Premier)

6.11 Onsite Support; Medication Handling. 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 timely notice or interferes with CareFusion's performance of scheduled onsite Support, then the Guaranteed Response Time will not be honored, and the Uptime Guarantee 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 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.

7. Exclusions

7.1 Outdated Software. CareFusion is not obligated to provide Support, and no Uptime Guarantee or Guaranteed Response Time applies, for a Pyxis Product that is more than two (2) versions older than the then-current version.

7.2 Customer Equipment. CareFusion will not 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.

7.3 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 in **Section 6 (Customer Obligations)** above; or (v) Customer prevents or refuses installation of an Update or Upgrade (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 use commercially reasonable efforts to repair the Pyxis Product on a time and materials basis at CareFusion's then-current rates and prices.

8. Third-Party Applications and Equipment Limitations; Codonics Products. Support for any Software or Equipment sublicensed or resold, as applicable, to Customer by CareFusion, including the Codonics® Safe Label System™ (hereafter, each, a "Resale Product") will be limited to the support and maintenance provided by that third party, with CareFusion as the primary point of contact for such support and maintenance. If requested by Customer, CareFusion shall serve as liaison between Customer and the applicable third party for support requested by Customer, with such liaison services provided at CareFusion's then-current service rates.

If the Codonics® Safe Label System™ is acquired by Customer under a Customer Order providing Support, then the warranty and support services shall be provided in accordance with the warranty and support information set forth at <https://www.codonics.com/wp-content/uploads/2020/07/901-240-004.01.pdf>.

For the sake of clarity, (i) the Limited Warranty set forth in **Section 2.2 (Warranty)** of the General Terms and Conditions of the Master Agreement will have no application to a Resale Product; (ii) none of the Support Plans, terms or conditions beginning at **Section 3** of this Schedule shall apply to a Resale Product; and (iii) if Customer fails to pay Monthly Support Fees for a Resale Product, CareFusion will instruct the applicable third party to cease providing Support to Customer and any or all of its facilities for the Resale Product.

9. End of Life. From time to time, as part of CareFusion's ongoing product and service development programs, CareFusion may discontinue Pyxis Products and replace them with one or more of these technologies, products and services. To help customers identify these transitions and plan for infrastructure adjustments, CareFusion maintains end-of-sale and end-of-life policies for all Pyxis Products. CareFusion will, among other things (i) announce the date on which CareFusion will no longer license, lease or sell a Product ("End-of-Sale"), (ii) specify the date on which CareFusion will cease providing Support for a Pyxis Product ("End-of-Life"), and (iii) identify one or more new technologies or services, or existing Pyxis Products, that may be suitable replacements for the End-of-Sale or End-of-Life Product.

10. Services Warranty. CareFusion warrants that its services will be performed by trained individuals in a professional, workman-like manner. CareFusion will promptly re-perform any non-conforming services for no charge if Customer provides reasonably prompt written notice to CareFusion. The foregoing is Customer's sole and exclusive remedy (and CareFusion's sole and exclusive liability) for all claims regarding CareFusion's responsibilities under this schedule. These exclusive remedies shall not have failed of their essential purpose as long as CareFusion remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. CareFusion may use refurbished parts during service so long as it uses the same quality control procedures as for new parts. Any part for which CareFusion has supplied a replacement shall become CareFusion owned property.



Schedule
BD Pyxis™ Products
Support Terms (Comprehensive, Enhanced and Premier)

11. 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 (10) days for any past due payment) after receipt of such written notice providing full details of such non-compliance.



Schedule Pyxis Pharmogistics™/ BD Pyxis™ Logistics Products

These terms apply to any product listed on a Customer Order that is: (i) Pyxis Pharmogistics™ inventory management software, carousel or equipment; (ii) Pyxis PharmoPack™ medication packaging and barcoding technology, or (iii) a Pyxis PharmoCode™ barcode labeling system (collectively, “Pharmogistics Products”) provided by CareFusion to Customer pursuant to applicable Customer Agreements between the Parties. This Schedule does not apply to any other Product.

1. Equipment and Software.

1.1 Equipment Acquisition. Equipment shall be purchased or rented, as set forth in the applicable Customer Order. The rental of Equipment shall be subject to and in accordance with the Equipment Rental Terms Schedule of this Master Agreement.

1.2 Grant of Software License. Customer may acquire a perpetual or subscription license for those Pharmogistics Products which are Software in the applicable Customer Order.

(a) Perpetual License; License Fees. CareFusion grants Customer a limited, perpetual, non-exclusive, non-transferable license for the CareFusion Software Services specified in the Customer Order subject to the payment of the perpetual license fee, as set forth as the Purchase Fee in the Customer Order. If the number of staffed beds at Customer’s site increases by more than ten percent (10%), then CareFusion may increase the total license fees stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Services.

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

2. Installation.

2.1 Action Plan. CareFusion will provide to Customer in writing all site preparation requirements, including physical, electrical and environmental requirements (“Site Requirements”). Taking the Site Requirements into account, Customer and CareFusion will agree in writing on an appropriate site for the proper installation of each item of Pharmogistics Product (“Installation Site”).

2.2 Site Preparation. Customer will make any required modifications or improvements to the Installation Site, including, without limitation, removing doors or constructing walls. Customer will provide a receptacle for disposal of packaging material and any other debris. CareFusion will not be required to install any Pharmogistics Product until (i) each Installation Site fully complies with all Site Requirements, and (ii) Customer has obtained any required permits or authorizations (“Permits”). Upon request, Customer will provide written evidence that all Permits have been obtained. Customer is solely responsible for compliance with any applicable building codes.

2.3 Implementation Timeline. Customer and CareFusion will perform their respective implementation activities pursuant to the applicable Implementation Timeline, to be executed by the Parties with the Customer Agreement and attached thereto as a Customer Order Attachment (“Implementation Timeline”). Customer will timely perform its implementation activities (including, without limitation, delivery of medication lists) and will not delay CareFusion’s performance of implementation activities. If Customer causes material delay, the Pharmogistics Products will be stored at Customer’s expense until implementation activities can resume.

2.4 Implementation Fees. CareFusion will invoice Customer for the installation fees for each Pharmogistics Product as stated in the Customer Order (“Implementation Fees”) within thirty (30) days from the Term Begin Date stated in the applicable Implementation Timeline.

2.5 Non-Cancellable Order. Customer understands and agrees that Pharmogistics Products are custom made and a Customer Order for a Pharmogistics Product is non-cancelable as of the Effective Date of the Customer Order. If Customer does not complete the installation of a Pharmogistics Product in accordance with the Pharmogistics Implementation Timeline or by an alternative mutually agreed upon date (“Order Default”), then, in addition to and without prejudice to any other remedy available at law or equity, (a) Customer shall be obligated to pay the unpaid balance of all Monthly Rental Fees in accordance with Section 9 of the Equipment Rental Schedule or, if a purchase transaction, the Net Purchase Price set forth in the Customer Order in accordance with the terms of the Pharmogistics Implementation Timeline; and (b) CareFusion will retain the Implementation Fees as damages for the Canceled Order.



2.6 Interfaces. CareFusion will develop its side of the interfaces between the Pharmogistics Software and (i) Customer's Pyxis MedStation™ system, and (ii) Customer's pharmacy information system (collectively, "Pharmogistics Interfaces"). CareFusion will prepare file set-up for Customer's wholesaler system to enable re-ordering. Customer will develop any required interface between the Pharmogistics Products and Customer's computer systems, and will ensure that ADU and PhIS vendors cooperate with CareFusion and timely deliver their side of the HL-7 interfaces. CareFusion will interface with PharmoPack™ packagers, but not with Customer's existing High Speed Packaging systems. CareFusion will use commercially reasonable efforts to work with Customer's other vendors to ensure Pharmogistics Interfaces perform in accordance with the Master Agreement. If non-standard interfaces are required in relation to the Pharmogistics Interfaces, then CareFusion will determine whether it can develop such interfaces at its then-current pricing, and the Parties will agree on the provision of such interfaces in writing during the implementation activities. CareFusion is not responsible for integration or interfaces other than CareFusion's side of the interfaces, including, without limitation, another vendor's software or interfaces, unless agreed to in a writing signed by both Parties.

2.7 Calibration.

(a) Within thirty (30) days of the "Planning Activity Completion Date" set forth in the Pharmogistics Implementation Timeline, Customer will provide to CareFusion a written or electronic list of all medical drugs and/or nutraceuticals to be packaged using the Pharmogistics Products (the "Pharmaceutical List").

(b) There is no charge for the initial calibration of the Pharmogistics Products prior to completion of the implementation activities for up to a maximum of the number of canisters held in the Pharmogistics Products, including any request to revise the Pharmaceutical List and re-calibrate a canister made within thirty (30) days of the Pharmaceutical List Date. If, at any time after thirty (30) days from the Pharmaceutical List Date, Customer wishes to revise the Pharmaceutical List and re-calibrate a canister in a Pharmogistics Product to include a new medical drug or nutraceutical, then Customer will (i) deliver to CareFusion a revised Pharmaceutical List, clearly indicating the requested change(s), (ii) pay CareFusion a re-calibration fee of one hundred thirty-two dollars (\$132) per canister plus any applicable shipping and handling charges and (iii) return the canister being re-calibrated. If Customer splits its canister order by providing CareFusion thirty (30) days' notice of its split calibration order before the Pharmaceutical List Date, then Customer may have the remaining canisters calibrated within twelve (12) months from the date of Acceptance of the Pharmogistics Product ("Calibration Period"). Customer will pay for any shipping charges to and from CareFusion's calibration center for the remaining canisters to be calibrated. After the Calibration Period, Customer will pay a fee of one hundred thirty-two dollars (\$132) per canister plus any applicable shipping and handling charges. Calibration and re-calibration fees are subject to change to CareFusion's then-current rates, provided that any fee increase will not occur more than once per year.

2.8 Customer Assistance. Customer will promptly provide any assistance reasonably requested by CareFusion in connection with CareFusion's performance of its obligations, including without limitation, pre-implementation, installation, support or removal of Pharmogistics Products.

2.9 Training.

(a) Trained Personnel. CareFusion will provide two four (4) hour onsite training sessions held on a single day per Installation Site ("Customer Trained Personnel"). Customer may designate up to eight (8) pharmacists and/or support technicians for training at each Installation Site. Such training will be provided at a mutually-agreed time to be confirmed in writing and completed no later than thirty (30) days before the Term Begin Date ("Training Date"). Within thirty (30) days of the scheduled Training Date, Customer will provide to CareFusion: (i) the names and contact information for each of its Customer Trained Personnel; (ii) the Installation Site name and address; (iii) the total number of Pharmogistics Products to be installed at the Installation Site; and (d) confirmation of the dates and locations for training activities.

(b) Additional Training. Any additional training will be provided by CareFusion at its then-current rates plus reasonable out-of-pocket expenses at such time and place as the Parties mutually agree.

3. Support. Support shall be provided in accordance with the Support Terms Schedule, subject to the terms there in and in the Master Agreement. Notwithstanding any contrary support plan being listed on the Customer Order, the Comprehensive Support plan shall apply to the Pharmogistics Products.

4. Warranty. Notwithstanding anything to the contrary in the Master Agreement, the following provisions apply to the Pharmogistics Products:

4.1 Limited Warranty. CareFusion warrants to Customer that: (i) the Pharmogistics Products, as originally delivered by CareFusion and in normal service and under normal conditions, will be free from defects in material and workmanship and will conform with the specifications set forth in the applicable User Guide for a period of ninety (90) days from Acceptance (the "Equipment Warranty"); (ii) the Pharmogistics Software, as originally delivered by CareFusion, will conform with the specifications of the applicable



Schedule Pyxis Pharmogistics™/ BD Pyxis™ Logistics Products

User Guide during a period of ninety (90) days period from Acceptance; (iii) Pharmogistics Software will be free of material defects; (iv) the Pharmogistics Software is compatible with hardware provided by CareFusion and with Customer's environment so long as Customer's environment complies with the Site Requirements; (v) that the Pharmogistics Software will not include any disablers, time-bombs, including encrypted software keys, Trojan horses and any other such virus or other instructions of any kind designed to terminate or disrupt the operation of the Pharmogistics Software (the "Software Warranty"); and (vi) all repairs made to the Pharmogistics Products will be free from defects in material and workmanship for a period of ninety (90) days after completion (the "Service Warranty," and collectively with the Equipment Warranty and Software Warranty, the "Pharmogistics Warranties").

4.2 Remedies. CareFusion's exclusive obligation and liability, and Customer's exclusive remedy, for breach of the Equipment Warranty are for CareFusion to promptly repair or replace (at its option), free of charge, the defective part(s) of the applicable Pharmogistics Product. CareFusion's exclusive obligation and liability, and Customer's exclusive remedy, for non-conformance with the Software Warranty, are for CareFusion to promptly use reasonable efforts to correct or provide workarounds pre-approved in writing by Customer or re-install the non-conforming Pharmogistics Software, free of charge, provided that Customer has given to CareFusion sufficient details to enable CareFusion to recreate or simulate the non-conformance. CareFusion's exclusive obligation and liability, and Customer's exclusive remedy, under the Service Warranty are for CareFusion to promptly re-perform, at CareFusion's expense, the Services.

4.3 Warranty Conditions. Any claim by Customer under any of the Pharmogistics Warranties will be made promptly to CareFusion in writing prior to the expiration of the applicable Pharmogistics Warranty period set forth above. Failure by Customer to notify CareFusion prior to the end of such applicable Pharmogistics Warranty period will result in the loss by Customer of any and all benefits associated with the applicable Pharmogistics Warranty. The Pharmogistics Warranties are made to and for the benefit of Customer only. The applicable Pharmogistics Warranty period will not be extended for any reason whatsoever, including the suspension of the use of any Pharmogistics Product(s) because of repair, examination or any other reason, unless directly caused by CareFusion.

4.4 Warranty Exclusions. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES REGARDING THE PHARMOGISTICS PRODUCTS, 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.

5. General.

5.1 Change in System Settings. CareFusion will notify Customer in advance of any changes to system settings to be made by CareFusion personnel, except in emergency situations, in which case CareFusion will notify Customer in writing via email within two (2) business days of such changes.

5.2 Relocation of Pharmogistics Products. Upon request, CareFusion will relocate and re-install a Pharmogistics Product at CareFusion's then-current rates provided that the new installation site meets the applicable Site Requirements and Customer has obtained any Permits. Customer will be solely responsible for, and CareFusion will have no liability or obligation with respect to, restoring the original Installation Site and the premises after the removal of any Pharmogistics Products.

5.3 Subcontractors. CareFusion may, in its sole discretion, engage one or more subcontractors to perform any of its duties, including without limitation, implementation activities, training and support, provided that CareFusion will remain responsible for any such subcontractor's performance.



These terms apply to BD HealthSight™ Products (collectively, “HealthSight Products”) provided by CareFusion to Customer pursuant to applicable Customer Agreements between the Parties. This Schedule does not apply to any other Product or Services.

1. Products.

1.1 Applications; Professional Services. The Products consist of hosted Software applications, and may also include professional services. The specific Products to be provided to Customer are identified in the Customer Order(s). The hosted Software applications provide tools for analyzing Data and other information relating to procurement, storage, transfer and administration of medications. Professional services are intended to assist Customer in its use of such information and the outputs of the hosted Software applications to improve its medication management systems and processes.

1.2 Enhancements. From time to time, CareFusion may enhance, modify, discontinue, or provide new Product features or functions. Some enhancements, modifications and new features or functions may require use of additional Data or other information, including Data and other information from Customer’s third-party medical and health information technologies. Additional Hardware, Software or Services may be required for the Products to access such Data or other information, for which CareFusion may charge additional fees. In no event will CareFusion materially lessen core features or functions.

2. Term.

2.1 Applications. The initial Term with respect to Products consisting of hosted Software applications will be the period of time stated in the applicable Customer Order, commencing on the first day of the month following completion of the applicable on-boarding process, or, in the absence of any on-boarding process, on delivery of the protocols, keys or access codes needed to access the Software applications. The Term is non-cancellable.

2.2 Professional Services. The Term with respect to Products consisting of professional services, if applicable, will be the period of time stated in the applicable Customer Order commencing on completion of the applicable on-boarding process. The Term is non-cancellable.

3. Hospital Expansion. If at any time the scope of Customer’s facilities or operations increases by more than ten percent (10%), CareFusion may increase the fees for the Products on a pro rata basis upon reasonable written notice to Customer.

4. Data Use. Customer acknowledges that Data and other information from Customer’s CareFusion Products and Services and from Customer’s third-party medical devices and health information technologies are essential to the delivery of HealthSight Products. Accordingly, Customer hereby authorizes CareFusion to access and use such Data, separately or aggregated with other data, in and for the operation of the Products, the improvement and development of the Products and related products, and the reporting of health-related metrics to government agencies; provided that all personally identifiable information (including “protected health information,” as defined at 45 C.F.R. § 160.103) and information that can be used to identify Customer shall be de-identified, except to the extent such identifiable or identifying information is indispensable to such use. Customer shall cooperate with CareFusion, and use reasonable efforts to cause suppliers of third-party technologies to cooperate with CareFusion, to make such Data available for use with the Products. Customer shall give CareFusion reasonable advance notice of any changes in the management or transmission of Data that may affect the performance of any of the Products or Services; such changes may require additional Services, which, subject to Customer’s written authorization, CareFusion will provide at its then current rates. Customer shall not be relieved of its payment obligations for Products that do not Properly Perform due to Customer’s failure to provide such Data.

To the extent this Section 4 conflicts with any term of the Master Agreement, any business associate agreement, or any other agreement between Customer and CareFusion, this Section 4 will govern and Customer hereby waives enforcement of such conflicting term.

5. Support. CareFusion will provide technical support for the Products Monday through Friday, between 6:00 a.m. and 5:00 p.m. Pacific Time. Customer may access support by contacting the CareFusion Technical Support Center (“TSC”) by phone at 1.800.727.6102 or through the TSC’s self-service portal at <https://eim.carefusion.com/Account/Login?to=ICSS>.

6. Service Misuse. Customer acknowledges and agrees that the Products and Services are not intended to replace professional clinical judgment. Treatment decisions should never be based strictly or solely on information provided by a Product or Service. It is important that patients’ conditions continue to be monitored by Customer and confirmed through clinical expertise, review of a patient’s chart, medication history, laboratory results, and physical observance. Misuse of a Product or Service without the foregoing review and/or lack of clinical expertise may lead to an adverse drug event. Only licensed healthcare providers who are authorized and trained to use a Product or Service should do so. Customer remains solely responsible for setting protocol and for clinical decisions to be used in case of a given alert (standard or customized).

7. LIMITATION OF LIABILITY. CAREFUSION IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO, UNSCHEDULED DOWNTIME, CUSTOMER SYSTEM ISSUES, CUSTOMER DATA ISSUES AND SERVICE MISUSE. This Section is in addition to, and does not supersede, the Limitations of Liability in the Master Agreement.