

**AMENDMENT NO. 3 TO MASTER AGREEMENT**

**BETWEEN THE COUNTY OF SAN MATEO dba SAN MATEO MEDICAL CENTER AND  
CAREFUSION SOLUTIONS, LLC**

THIS AMENDMENT ("Amendment") TO THE MASTER AGREEMENT dated September 10, 2013 ("Master Agreement") is entered into this     day of     ("Effective Date") by and between the COUNTY OF SAN MATEO, hereinafter called "County", and CAREFUSION SOLUTIONS, LLC, hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, on May 14, 2019, the Parties entered into Amendment No. 2 to Master Agreement ("Amendment No. 2") to memorialize (i) the extension of the Rental Term and Support Term of certain BD Pyxis™ products ("Pyxis Products") as set forth in **Schedule 1**, attached to Amendment No. 2; and (ii) the acquisition of additional Pyxis Products as set forth in **Schedule 2**, attached to Amendment No. 2; and

WHEREAS, the Parties now wish to further amend the Master Agreement to memorialize the extension of the Rental and Support Terms of the Pyxis Products set forth in **Schedule 1** attached to this Amendment and incorporated by this reference; and

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS.**

**1. Premises above.** The premises set forth above are hereby incorporated into this Amendment as is fully set forth herein. Capitalized terms not defined herein shall have the meanings ascribed in the Master Agreement. If any term or condition of the Agreements conflicts with a term or condition of this Amendment, then the term or condition of this Amendment shall control

**2. Modifications to Master Agreement.**

**2.1 Section 1.1 of the Master Agreement, "Customer Orders." Delete the text of this subsection and replace with the following:**

**1.1 Master Amendments; Not to Exceed Amount.** 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, each of which shall be: (i) attached to an amendment to this Master Agreement (each, a "Master Amendment") and (ii) deemed a part of this Master Agreement.

Notwithstanding the foregoing, in no event shall County's total fiscal obligation under the

Agreement and Master Amendments collectively exceed ONE MILLION EIGHT HUNDRED TWENTY THOUSAND DOLLARS (\$1,820,000.00) (the “Not to Exceed Amount”).

**2.2 Section 6.2, Term; Termination without Cause.** The text of **Subsection 6.2** of the Master Agreement as previously amended (**Term; Termination Without Cause**) is hereby deleted in its entirety and replaced with the following:

**6.2 Term; Termination without Cause.** This Master Agreement will have a term of ninety (90) months, twelve (12) days (“Master Term”), starting on the Effective Date. The Master Agreement will terminate at the end of the Master Term (“Master Termination Date”), provided that any Master Amendments with Rental and Support Term remaining shall continue to be governed by this Master Agreement for the remainder of that term. No new Master Amendment may be entered into after the Master Agreement (as previously amended) Termination Date, unless pursuant to a new Master Agreement or an amendment to this Master Agreement signed by both Parties.

Notwithstanding the foregoing, 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 Master Amendment.

**3. Extended Rental and Support Terms.** The Rental and Support Terms applicable to the Pyxis Products set forth in **Schedule 1** (“Extended Term Products”) are hereby extended until February 28, 2021 (“Extended Term”), subject to the terms and conditions set forth herein.

**3.1** During the Extended Term, the Monthly Support Fees payable by County for the Extended Term Products will be as set forth under the “Monthly Support Fee” column of **Schedule 1**, subject to any Monthly Support Fee increases pursuant to Section 2 of the Support Terms Schedule (*Payment of Monthly Support Fees*) that may have taken effect prior to the start of the Extended Term. CareFusion may increase the Monthly Support Fee during the Extended Term once every twelve (12) months by no more than the Consumer Price Index for Medical plus three percent (3%), provided that the increase will be effective upon at least ninety (90) days’ written notice to Customer, and as of the anniversary date of the Extended Term. Each monthly cost indicated in Schedule 1 is applicable for line items that have not been migrated from this agreement to a separate agreement.

**3.2** Extended Term Products will be subject to any then-applicable changes to the support program as generally commercially released by CareFusion.

**3.3** CareFusion will use commercially reasonable efforts, including, without limitation, the use of refurbished parts to keep the Extended Term Products Properly Performing in accordance with Section 4 of the Support Terms Schedule (*Properly Performing*). If a refurbished part is no longer available or CareFusion is unable to repair or restore the functionality of an Extended Term Product, then (i) CareFusion shall provide Customer with prompt notice of termination of its repair or service obligation with respect to that Extended Term Product (“Terminated Service Product”); (ii) CareFusion shall have no further repair or service obligation with respect to the Terminated Service Product; and (iii) Customer shall have no further obligation

to pay the Monthly Support Fee for the Terminated Service Product effective as of the first day of the month following CareFusion's notice to Customer of the Terminated Service Product.

3.4 Notwithstanding any term or condition to the contrary, if any Third Party Software embedded into or used in connection with an Extended Term Product reaches an end-of-life status, CareFusion reserves the right to pass through to Customer any additional costs, including, but not limited to, licensing and support related costs imposed by the third-party vendor for the end-of-life Third Party Software.

3.5 At the conclusion of the Extended Term, any further extension of the Rental Term and Support Term will be in accordance with the terms of the Master Agreement.

4. All other terms and conditions of the Master Agreement dated September 10, 2013, between the County and Contractor, and any amendments thereto, shall remain in full force and effect unless specifically amended herein.

**In witness of and in agreement with this Master Agreement's terms, the Parties, by their duly authorized representatives, affix their respective signatures:**

For Contractor: CareFusion Solutions, LLC

**Daisy R. Cronauer**

Digitally signed by Daisy R. Cronauer

Date: 2020.03.25 13:15:38 -07'00'

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By:

Clerk of Said Board

**Schedule I**  
**Extended Term Products**

Agreement Number	Contract Number	Serial Number	Material Number	Product Description	Current Rental & Support Term End Date	Monthly Rental Fee	Monthly Support Fee
1000037918	4000686987	13212801	303	MEDSTATION 4000 MAIN	02/29/2020	\$806.00	\$121.00
1000037918	4000686988	13212800	303	MEDSTATION 4000 MAIN	02/29/2020	\$806.00	\$121.00
1000037918	4000686989	8000046496	303	MEDSTATION 4000 MAIN	02/29/2020	\$753.00	\$121.00
1000037918	4000686990	8000046301	306	MEDSTATION,4000,AUX,7-DRAWER	02/29/2020	\$587.00	\$57.00
1000037918	4000686991	8000046499	303	MEDSTATION 4000 MAIN	02/29/2020	\$753.00	\$121.00
1000037918	4000686992	8000046302	306	MEDSTATION,4000,AUX,7-DRAWER	02/29/2020	\$587.00	\$57.00
1000037918	4000686995	13212970	119-47	SRM CAL RD DR 12 FT CBL	02/29/2020	\$67.00	\$20.00
1000037918	4000686998	8000046424	303	MEDSTATION 4000 MAIN	02/29/2020	\$753.00	\$121.00
1000037918	4000686999	8000046303	306	MEDSTATION,4000,AUX,7-DRAWER	02/29/2020	\$535.00	\$57.00
1000037918	4000687000	13947641	309	MEDSTATION,4000,CONSOLE	02/29/2020	\$380.00	\$244.00
1000037918	4000687001	8000046498	303	MEDSTATION 4000 MAIN	02/29/2020	\$582.00	\$117.00
1000037918	4000687002	12876697	303	MEDSTATION 4000 MAIN	02/29/2020	\$278.00	\$117.00
1000037918	4000687003	12876701	303	MEDSTATION 4000 MAIN	02/29/2020	\$278.00	\$117.00
1000037918	4000687004	12876698	303	MEDSTATION 4000 MAIN	02/29/2020	\$278.00	\$117.00
1000037918	4000687005	12876699	303	MEDSTATION 4000 MAIN	02/29/2020	\$278.00	\$117.00
1000037918	4000687006	8000046497	303	MEDSTATION 4000 MAIN	02/29/2020	\$582.00	\$117.00
1000037918	4000687008	12876696	303	MEDSTATION 4000 MAIN	02/29/2020	\$278.00	\$117.00
1000037918	4000687009	13947642	309	MEDSTATION,4000,WORKSTATION	02/29/2020	\$185.00	\$41.00
1000037918	4000687021	13949140	306	MEDSTATION,4000,AUX,7-DRAWER	02/29/2020	\$429.00	\$57.00
1000087269	4001094889	14871918	111-191	CIISAFE,V7.X,DBL INTG MAIN,BIO,CLEAR DO	02/29/2020	\$1,831.00	\$113.00
1000087269	4001094890	14871919	111-113	CIISAFE, DBL AUX, CLEAR DOORS	02/29/2020	\$413.00	\$42.00
2000004474	4000701020	13984194	303	MEDSTATION,4000,MAIN,6-DRAWER	02/29/2020	\$780.00	\$121.00
2000004474	4000701021	13984195	303	MEDSTATION,4000,MAIN,6-DRAWER	02/29/2020	\$780.00	\$121.00
2000004474	4000701022	13984196	303	MEDSTATION,4000,MAIN,6-DRAWER	02/29/2020	\$582.00	\$117.00
2000004484	4000700930	13984193	306	MEDSTATION,4000,AUX,7-DRAWER	02/29/2020	\$508.00	\$57.00

Agreement Number	Contract Number	Serial Number	Material Number	Product Description	Current Rental & Support Term End Date	Monthly Rental Fee	Monthly Support Fee
2000004490	4000705052	13978955	338	PYXIS ANESTHESIA SYSTEM 4000	02/29/2020	\$409.00	\$123.00
2000004490	4000705053	13995617	338	PYXIS ANESTHESIA SYSTEM 4000	02/29/2020	\$409.00	\$123.00
2000004490	4000705054	13995618	338	PYXIS ANESTHESIA SYSTEM 4000	02/29/2020	\$409.00	\$123.00
1000138690	4001314247	43359454	133349-03	KIT HARDWARE PARX V5.1	10/31/2020	\$232.00	\$12.00
1000138690	4001314248	43359455	133349-03	KIT HARDWARE PARX V5.1	10/31/2020	\$232.00	\$12.00
1000138690	4001314249	43359456	133349-03	KIT HARDWARE PARX V5.1	10/31/2020	\$232.00	\$12.00
1000138690	4001314250	43359457	133351-04	KIT INSTALL SITE PARX V5.1	10/31/2020	\$1,072.00	\$46.00
1000138690	4001314251	43222957	134561-01	CCE Enterprise SW Site license (single)	10/31/2020	\$582.00	\$525.00
1000138690	4001314262	15659305	303	MEDSTATION4000,MAIN,0DR,T2	10/31/2020	\$0.01	\$0.00
1000138690	4001314263	15662800	309	MEDSTATION,4000,CONSOLE	10/31/2020	\$0.01	\$0.00
1000138690	4001314264	40428775	129766-01	INTF, MED,STD,NEW,ADT	10/31/2020	\$0.01	\$0.00
1000138690	4001314265	40428776	129773-01	INTF, MED, STD, NEW USAGE	10/31/2020	\$0.01	\$0.00
1000138690	4001314266	40428777	129812-01	INTF, MED,STD,NEW,PATIENT PROFILE	10/31/2020	\$0.01	\$0.00