

**SEVENTH AMENDMENT TO MASTER  
AGREEMENT BETWEEN THE COUNTY OF  
SAN MATEO AND CAREFUSION SOLUTIONS,  
LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 5 day of December, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CareFusion Solutions, LLC, hereinafter called "Contractor";

WITNESSETH:

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;

WHEREAS, the Parties entered into a Master Agreement for automated medication dispensing equipment and a pharmacy inventory control system services on September 15, 2020 for the term of September 15, 2020 through October 31, 2026, in an amount not to exceed \$2,000,000; and,

WHEREAS, on November 6, 2020, the Parties amended the Master Agreement to adjust the pricing for SQL server services with no changes to the term or fiscal obligation; and,

WHEREAS, on December 29, 2020, the Parties amended the Master Agreement to adjust the pricing on few items with no changes to the term or fiscal obligation; and,

WHEREAS, on February 22, 2021, the Parties amended the Master Agreement to adjust the pricing on the PharmoPack services with no changes to the term or fiscal obligation; and,

WHEREAS, on May 7, 2021, the Parties amended the Master Agreement to add additional Customer Orders for the new patient profile interface with no changes to the term or fiscal obligation; and,

WHEREAS, on September 17, 2021, the Parties amended the Master Agreement to further modify the pricing on certain BD Pyxis™ MedStation ES products with no changes to the term or fiscal obligation; and,

WHEREAS, on November 12, 2021, the Parties amended the Master Agreement to adjust the Term Begin Dates for multiple Customer Orders with no changes to the term or fiscal obligation; and

WHEREAS, the Parties wish to amend the Master Agreement to increase the amount of the Master Agreement by \$80,000 to an amount not to exceed \$2,080,000.

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


1. Section 1.6, Not-To-Exceed Amount of the Master Agreement is amended to read as follows:  
  
In no event shall total payment under this Master Agreement for the Initial Orders attached hereto as Exhibit D exceed TWO MILLION EIGHTY THOUSAND DOLLARS (\$2,080,000.00) (the "Not To Exceed Amount"). If the Parties enter into any additional Customer Orders for Products, the Parties will execute a written amendment to this Master Agreement to modify this section accordingly.
2. Customer Order 1000250680 and the accompanying Customer Order Attachment for Host Conversion Services are attached hereto and incorporated into the Master Agreement by this reference.
3. **All other terms and conditions of the Master Agreement, as previously amended,**

**between the County and Contractor shall remain in full force and effect.**

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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

<small>DocuSigned by:</small>  <small>A252D32C588443B</small>	<u>15-Dec-2023</u>	<u>Matthew Geis</u>
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board



# Customer Order Attachment Host Conversion Services

These terms apply to the Host Conversion services described below (“Services”) provided by CareFusion to Customer pursuant to the applicable Customer Order Number 1000250680 (the “Customer Order”) between the Parties.

**1. Implementation.** CareFusion will remotely perform the Services to assist Customer to reconfigure and migrate interfaces and technical environments to designated EMR environment listed in the applicable Customer Order.

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

**3. CareFusion Obligations.** CareFusion will:

- (a) Create Project Plan and Migration Guide
- (b) Repurpose existing test environment to test configuration in advance of EMR host conversion
- (c) Build a new CCE interface
- (d) Reconfigure all existing interfaces to connect to new host system
- (e) Consult on formulary crosswalk process for converting formulary, frequency codes, order sig codes and post conversion system configuration.
- (f) Support system validation
- (g) Support cutover to production Monday through Sunday, 24 hours a day as requested by customer with the exception of holidays recognized by CareFusion. Assistance during recognized holidays will be assessed at a holiday differential labor rate.

**4. Customer Obligations.** Customer will:

- (a) Provide an available Dispensing Test Environment, if one is not available it may need to be purchased separately
- (b) Designate an IT project lead
- (c) Provide Formulary extract, frequency codes and order sig codes, where applicable
- (d) Prepare current system for conversion
- (e) Complete formulary validation and crosswalk.
- (f) Complete PIS/Facility formulary configuration.
- (g) Lead interface testing.

**5. Confirmation Form.** Upon CareFusion’s completion of the Services, Customer will execute CareFusion’s standard confirmation form (“Confirmation Form”) confirming CareFusion’s completion of the Services.

**6. Fee.** In consideration for the Services, Customer will pay to CareFusion the Host Conversion Fee set forth in the Customer Order in accordance with the terms and conditions of the Master Agreement. Server Upgrades and/or Server Migrations are not included in this fee.

**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 SAN MATEO  
#1141305**

**CAREFUSION SOLUTIONS, LLC**

**Notice Address:**

222 W 39<sup>th</sup> Ave  
San Mateo, CA 94403-4398

**Notice Address:**

3750 Torrey View Court  
San Diego, CA 92130

State of Incorporation: \_\_\_\_\_

State of Incorporation: Delaware

By: See above for signature \_\_\_\_\_

By: See above for signature \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**Customer Order**

Customer Order Date: 08/23/2023  
Customer Order : 1000250680

Customer Information		
Sold To:	Ship To:	Bill To
Legal Name: COUNTY OF SAN MATEO		Same as (Circle) Sold To: Ship To:
DBA: SAN MATEO COUNTY GENERAL HOSPITAL	SAN MATEO COUNTY GENERAL HOSPITAL	
Street Address: 222 W 39TH AVE	222 W 39TH AVE	
City,St.,Zip: SAN MATEO, CA 94403-4398	SAN MATEO, CA 94403-4398	
Customer No. 1141305	1141305	

**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) the purchase or acquisition of the Products 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 shall be governed by the latest Master Agreement and Schedule(s) applicable to the Products and Services and in effect between the Parties ("**Master Agreement**"). Notwithstanding the foregoing, if applicable to the Products hereunder, (a) a reference to "**Master Agreement**" will alternately refer to the latest Master Purchase Terms and Conditions or Master Support Terms and Conditions, and (b) Customer Order shall alternately mean "**Purchase 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	Purchase 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 Purchase Customer Order and the separate Support Customer Order.

**COUNTY OF SAN MATEO**

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Sign: See above for signature

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Print: \_\_\_\_\_

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

**CAREFUSION SOLUTIONS, LLC**

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

Sign: See above for signature

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Print: \_\_\_\_\_

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

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

SALES ASSOCIATE: Sean Ahlers  
Email: sean.ahlers@bd.com



**Customer Order  
Product Schedule**

Customer Order : 1000250680

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305  
 Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

Support Level: Basic / Standard 24h  
 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: 03/08/2024*

New Products							Purchase Terms			Support Terms		
							Purchase Fee			Monthly Support Fee		
Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
	137657-01		DATA MAPPING SERVICES		SWN	1	\$ 24,000.00	\$ 22,830.00	<b>\$ 22,830.00</b>	\$ 0.00	\$ 0.00	<b>\$ 0.00</b>
HealthSight	1125-00		Host Conversion Services		SWN	1	\$ 23,916.00	\$ 22,750.00	<b>\$ 22,750.00</b>	\$ 0.00	\$ 0.00	<b>\$ 0.00</b>
Logistics	1125-00		Host Conversion Services		SWN	1	\$ 7,972.00	\$ 7,583.00	<b>\$ 7,583.00</b>	\$ 0.00	\$ 0.00	<b>\$ 0.00</b>
Med	1125-00		Host Conversion Services		SWN	1	\$ 23,916.00	\$ 22,750.00	<b>\$ 22,750.00</b>	\$ 0.00	\$ 0.00	<b>\$ 0.00</b>
Totals:									<b>\$ 75,913.00</b>			<b>\$ 0.00</b>

Purchase Fee:	<b>\$ 75,913.00</b>
Total Monthly Support Fee:	<b>\$ 0.00</b>

*All fees mentioned are in USD*

Customer Initials: \_\_\_\_\_