

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CAREFUSION SOLUTIONS, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of September, 2013, 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;

WHEREAS, the parties entered into a five-year Agreement pursuant to the group purchasing agreement between the County and Intermountain Health Care (subsequently Amerinet, Inc.) on September 28, 2008, for the purpose of rental and support of a Pyxis Automated Dispensing System for pharmaceuticals at San Mateo Medical Center (SMMC); and

WHEREAS, the parties have since expanded the scope of services provided under that agreement to increase SMMC's capacity to manage and dispense pharmaceutical products; and

WHEREAS, the current Agreement's term ends on August 31, 2013, the parties are concurrently entering into a new agreement for similar services using new equipment pursuant to the County's current group purchasing agreement with MedAssets Supply Chain Systems, LLC, and the parties wish to extend the term of the current services for up to six months (through February 28, 2014) until the new equipment and services are ready for productive use by SMMC.

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

1. The term of the Agreement for the services, referenced in various locations as the "New Term" or "Support Term"—including but not limited to on the documents titled "Customer Financial Summary", "Rental Agreement and Support Agreement / Pyxis Product Schedule: Conversion", "Rental Agreement and Support Agreement / Pyxis Product Schedule: Expansion", and "Rental Agreement and Support Agreement / Pyxis Product Schedule" (each dated June 2008)—is amended to extend through and including February 28, 2014. However, the term of this Agreement shall automatically terminate upon the Effective Date of the Rental Agreement and Support Agreement (Quote Number 1000037918) between the parties, entered into concurrently with this

Amendment No. 3 (the "New Agreement").

2. The County's total fiscal obligation under the Agreement is limited as follows: In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION ONE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS AND THITY-FIVE CENTS (\$1,196,474.35). However, to the extent that use of the equipment and services provided under this Agreement ends a few days before the last day of the final monthly services billing cycle under this Agreement, the remaining amount paid by Customer for that month shall be used to cover the use of equipment and services provided under the New Agreement through the Effective Date of that agreement.
3. **All other terms and conditions of the agreement dated September 28, 2008, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CareFusion Solutions, LLC



Contractor's Signature

Date: 8/16/2013