

**ALL THOSE ENTERING INTO A
CONTRACT THROUGH THIS STATE
TERM SCHEDULE MUST SIGN THE
BUSINESS ASSOCIATE AGREEMENT
RELATED TO THE FEDERAL HEALTH
INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT.**

STATE TERM CONTRACT

THIS CONTRACT ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, General Services Division, at 4200 Surface Road, Columbus, Ohio, 43228 and CareFusion Solutions, LLC ("Contractor"), with offices at 3750 Torrey View Court, San Diego, CA, 92130.

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. If the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

TERMS AND CONDITIONS

1 - TERM

- 1.1 **TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until June 30, 2015. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 **CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

2 - PRICING AND PAYMENT

- 2.1 **CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:

The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;
The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

X The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

2.2 PRICE ADJUSTMENTS. If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on Schedule Terms, as defined above, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

2.3 PRICELIST. The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, for a period of 12 months, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I; and Contractor will not increase the net Monthly Rental Fees during the initial Rental Term for such Deliverables. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

Standard Price List

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

2.4 NOTIFICATION OF PRICE INCREASES. If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

2.5 Payment Due Date. Payments will be due on the 30th day after the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

2.6 Invoice Requirements. The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's invoice remittance address as designated in this Contract;
- (c) The purchase order number authorizing the delivery of the Deliverables; and
- (d) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables.

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

2.7 OHIO PAYMENT CARD. [Intentionally omitted]

2.8 NON-APPROPRIATION OF FUNDS. The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.

2.9 OBM CERTIFICATION. This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.

2.10 CONTROLLING BOARD AUTHORIZATION. The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.

2.11 TRAVEL EXPENSES. Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").

2.12 TAXES. Prices and fees for the Deliverables do not include any taxes. The State is exempt from all sales, use, excise, and property taxes ("Taxes") and will not pay any such taxes, provided, however that the State will be relieved of its obligation to pay such Taxes upon providing Contractor with documentation sufficient to establish the State's tax-exempt status. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.

2.13 OFFSET. The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

3 - CONTRACT ADMINISTRATION

3.1 DEALERS AND DISTRIBUTORS. The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor, if applicable. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.

In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable, if applicable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the reasonable out-of-pocket cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. Such policy must include the State of Ohio as an additional insured, as its interest may appear. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- c. Products and Completed Operations Liability insurance for bodily injury, personal injury, wrongful death, and property damage. Such policy must include the State of Ohio as an additional insured, as their interest may appear. At a minimum, the limits of the insurance must be:
 - a. \$2,000,000 General Aggregate
 - b. \$1,000,000 Per Occurrence Limit
 - c. \$1,000,000 Personal and Advertising Injury Limit
- d. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- e. Professional Liability insurance with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, then such policy shall be maintained during the term of the Agreement and for a period not less than three (3) years following the termination of this Agreement.

Notwithstanding the foregoing, the Parties understand and agree that Contractor may self insure for all or part of the insurance required hereunder. Contractor will provide a Memorandum of Insurance to evidence coverage or required insurance policies. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 **CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 **POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 **RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the Contractor, the Contractor must either reimburse the State for the prorated portion of the price of each affected Deliverable (for the time that it was not usable due to the recall) or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 **TERMINATION.** Either party may terminate for cause any order under this Contract, upon written notice, if the other party: (i) defaults in meeting its obligations and fails to timely cure its default within 30 days, above) after receipt of written notice providing full details of such default; (ii) terminates or suspends substantially all of its business activities; (iii) becomes subject to any bankruptcy or insolvency proceeding that is not dismissed within 60 days; or (iv) violates any law or regulation while performing under this Contract.

If a Deliverable is not Properly Performing (for a reason other than an External Cause), (as such terms are defined in the Support Terms Schedule), for more than fifteen (15) consecutive days after the State has initially contacted the Technical Support Center to request Service on that Deliverable, then, upon notice from the State to Contractor ("Election Notice"), Contractor will suspend the Rental Term and Support Term for the applicable Deliverable, beginning the month in which the State requested such suspension ("Election Month") and continuing until the first day of the month following the month in which the Deliverable becomes Properly Performing.

Contractor shall reimburse the State the Monthly Rental and Support Fees paid by the State for that Deliverable for any Election Month.

If a Deliverable is not Properly Performing (for a reason other than an External Cause) for more than sixty (60) consecutive days after the State has initially contacted the TSC to request Service on that Deliverable, the State may notify Contractor of its desire to terminate the remaining Rental Term and Support Term for the applicable Deliverable ("Termination Notice"). Contractor shall then (i) terminate the remaining Rental and Support Terms, effective on the first day of the month following the month that Contractor receives such notice; and (ii) de-install and remove the applicable Deliverable from the State's facility. The State shall then have no further obligation with regard to that Deliverable.

The State also may terminate this Contract or any order under this Contract upon 30 days written notice for its convenience and without cause as long as the State has made payment for the month in which the termination takes effect. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if applicable, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract and Contractor does not challenge such termination in court, or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders for comparable Equipment to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination, and Contractor may, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity: (i) cancel one or more Rental Term(s) (as defined in Section 2 of the Equipment Rental Terms Schedule attached as Exhibit II) and require the State to make the applicable Deliverables available for repossession by Contractor at a reasonably convenient location; and/or (ii) recover payments from the State equal to the present value of twelve months Monthly Rental Fees (as defined in Section 3 of the Equipment Rental Terms Schedule attached as Exhibit II) for each unexpired Rental Term under the applicable order under the Contract. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

3.8 EXCUSABLE DELAY. Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

3.9 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT

It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency

Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.



Initial if Contractor is a "business entity" and will not submit the Independent Contractor/Worker Acknowledgement to the ordering agency

3.10 LOCATION OF SERVICES AND DATA. As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

4 - DELIVERY AND ACCEPTANCE

4.1 ACCEPTANCE. A Deliverable will be deemed accepted by the agency acquiring the Deliverables upon delivery (for any Products not requiring implementation services by Contractor) or upon completion of the applicable Contractor implementation services and the State's execution of Contractor's standard confirmation form, provided that such Deliverable functions substantially in accordance with the specifications of its User Guide (as defined in Section 2.1 (*User Guide and Service Manual*) of Contractor's Master Agreement attached as Exhibit II) ("Acceptance" or "Accepted"). The State may reject a Deliverable only if the Deliverable fails to function substantially in accordance with the specifications of its User Guide.

If the State issues a noncompliance letter and has not Accepted the Deliverable by evidence of an Equipment Confirmation form, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

4.2 TITLE. Title to any Deliverable will pass to the State upon delivery of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State. For any Deliverables that are rented by the State, Contractor (or its assignee) is the owner of such Deliverables and the State is only acquiring a right to possess and use such Deliverables during the Rental Term, and no other right, title or interest. Title will not transfer to the State at the end of the Rental Term.

4.3 DELIVERIES. The Contractor must make all deliveries F.O.B. destination.

5 - INTELLECTUAL PROPERTY

5.1 COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

5.2 CUSTOM DELIVERABLES. [Intentionally omitted].

5.3 CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
 - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
 - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

6 -- TRANSACTION REPORTING

- 6.1 CONTRACTOR'S SALES REPORT.** The Contractor must report the dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each fiscal year. The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the fiscal year.

The Contractor must report the dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the end of the fiscal year.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 CONTRACTOR'S REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the fiscal year. The revenue share that the Contractor must pay equals .0075 of the total fiscal year sales reported. The Revenue Share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of this section with a closeout report to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check, as follows. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", Contractor will send the check to the Department of Mental Health ("Mental Health"), and Mental Health will forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the Revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

7 - WARRANTIES AND LIABILITIES

WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose described in the User Guide for the Deliverables.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

7.2

SOFTWARE WARRANTY. If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation and commentary; and
- (d) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the licensor's standard warranty period (except for Commercial Software by a third party subject to such third party's pass-through terms and conditions in the applicable end user license agreement). For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software.

7.3 **EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the Contractor's standard warranty period, pursuant to Section 2.2 (*Warranty*) of Contractor's Master Agreement attached as Exhibit II.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications or replace the Equipment. The Contractor must either fix or replace the Equipment with all due speed, not to exceed seven days in the case of a fix or a replacement. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

7.4 **INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any third party claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the removed Deliverable (as of the time of the removal) and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

7.5 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) EXCEPT FOR BREACH OF PROTECTED HEALTH INFORMATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

8 - MAINTENANCE

8.1 **SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then during the warranty period and the Support Term, as defined in Section 1 of the Support Terms Schedule attached as Exhibit II, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and use commercially reasonable efforts to provide available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor

or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must give the State a *pro rata* refund of the license fee based on a five-year useful life. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

8.2 SOFTWARE UPGRADES. After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

8.3 EQUIPMENT MAINTENANCE. If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance pursuant to the Support Terms Schedule attached as Exhibit II, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

- 8.4 **EQUIPMENT MAINTENANCE STANDARDS.** Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed in accordance with the applicable support plan elected by the State subject to the terms of the Support Terms Schedule attached as Exhibit II. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications.
- 8.5 **EQUIPMENT MAINTENANCE CONTINUITY.** If the Contractor is unable to provide Equipment maintenance as set forth in the Support Terms Schedule to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services (within the applicable product Warranty period) that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:
- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
 - (b) A listing of suppliers capable of supplying necessary spare parts; and
 - (c) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

- 8.6 **PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.
- 8.7 **MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

9 - ASSIGNMENT AND SUBCONTRACTING

- 9.1 **ASSIGNMENT.** Neither party may assign this Contract without the written consent of the other party, 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.
- 9.2 **SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

10 - CONSTRUCTION

- 10.1 **HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.
- 10.2 **ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written. 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 this Contract.
- 10.3 **BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.

- 10.4 AMENDMENTS – WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.
- 10.5 SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. Any notice provided pursuant to this Section will be deemed to be given: (i) upon delivery, if by hand or by overnight courier; or (ii) three days after mailing, if by certified or registered mail to the receiving Party's notice address appearing above. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

11 - LAW AND COURTS

- 11.1 EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

- 11.2 DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.
- 11.4 SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 11.5 LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.

11.7 ANTITRUST. The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

11.8 GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES (EO 2011-12K). The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

11.9 REGISTRATION WITH THE SECRETARY OF STATE. By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

TO SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF STATE PURCHASING

By: 

Kristine Kramer-White
Customer Administration Mgr

DATE: 3/6/14

By: 
ROBERT BLAIR, DIRECTOR,
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 03/11/14

[Insert Price list]

Print Catalog for STD - Bar Category and PRO Category ID = 533	
Customer Code	STD
Customer Name	AT - Standard Catalog
Order No	533
Order Date	12/21/2013
Order Time	12:21:20 PM
Order Date	12/20/2013 03:56 PM

Product Level	Product ID	Product Name	Product Price							Service List Price			
			Last Purchase Price	60 Month Term	48 Month Term	36 Month Term	24 Month Term	12 Month Term	Months to Month	Basic Service	Care Plan (RSP?)	Preferred SCP	

Product Description	Product ID	Product Name	Last Purchase Price	60 Month Term	48 Month Term	36 Month Term	24 Month Term	12 Month Term	Months to Month	Basic Service	Care Plan (RSP?)	Preferred SCP
300BAR_SCAN		BAR CODE SCANNER	\$721.00	\$12.00	\$13.00	\$17.00	\$19.00	\$20.00	\$21.00	\$0.00	\$0.00	\$0.00
300CAB_SIZE_DBL		DOUBLE COLUMN CABINET	\$22,898.00	\$548.00	\$612.00	\$798.00	\$892.00	\$911.00	\$978.00	\$106.00	\$123.00	\$130.00
300CAB_SIZE_SGL		SINGLE COLUMN CABINET	\$23,692.00	\$394.00	\$440.00	\$572.00	\$612.00	\$655.00	\$701.00	\$105.00	\$123.00	\$130.00
300DWR_03		3 DRAWER CABINET	\$8,234.00	\$163.00	\$163.00	\$199.00	\$213.00	\$228.00	\$244.00	\$0.00	\$0.00	\$0.00
300DWR_06		6 DRAWER CABINET	\$13,464.00	\$223.00	\$249.00	\$324.00	\$347.00	\$371.00	\$397.00	\$0.00	\$0.00	\$0.00
300DWR_CAR		CAROUSEL DRAWER	\$1,683.00	\$28.00	\$31.00	\$41.00	\$44.00	\$47.00	\$50.00	\$0.00	\$0.00	\$0.00
300DWR_CUBE		CUBE DRAWER	\$4,137.00	\$69.00	\$77.00	\$100.00	\$107.00	\$114.00	\$122.00	\$0.00	\$0.00	\$0.00
300DWR_FU		FLEX MATRIX DRAWER	\$1,382.00	\$23.00	\$26.00	\$33.00	\$36.00	\$38.00	\$41.00	\$0.00	\$0.00	\$0.00
300DWR_MINI		MINI DRAWER	\$3,698.00	\$60.00	\$67.00	\$87.00	\$93.00	\$100.00	\$107.00	\$0.00	\$0.00	\$0.00
300DWR_SPLY_DOC		DOUBLE CAPACITY DRAWER	\$3,666.00	\$61.00	\$66.00	\$89.00	\$95.00	\$101.00	\$108.00	\$0.00	\$0.00	\$0.00
300DWR_SPLY_FD		FLEX DRAWER	\$2,404.00	\$40.00	\$45.00	\$58.00	\$62.00	\$67.00	\$71.00	\$0.00	\$0.00	\$0.00
300KMAT		DUSTATION MAIN TOWER										
300LOGIN_MAG_STRIP		MAG STRIP LOGIN	\$1,503.00	\$25.00	\$28.00	\$36.00	\$39.00	\$42.00	\$44.00	\$0.00	\$0.00	\$0.00
300PROFILE		PROFILE	\$13,464.00	\$223.00	\$249.00	\$324.00	\$347.00	\$371.00	\$397.00	\$0.00	\$0.00	\$0.00
300PROC_STN_SGL		PROCEDURESTATION SINGLE COLUMN CABINET	\$4,929.00	\$82.00	\$92.00	\$119.00	\$127.00	\$138.00	\$146.00	\$0.00	\$0.00	\$0.00
300PROC_STN_DBL		PROCEDURESTATION DOUBLE COLUMN CABINET	\$5,470.00	\$91.00	\$102.00	\$132.00	\$141.00	\$151.00	\$162.00	\$0.00	\$0.00	\$0.00
300PRDTP		SYSTEM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
303DWR_00		0 DRAWER CABINET	\$3,056.00	\$51.00	\$57.00	\$74.00	\$79.00	\$85.00	\$91.00	\$32.00	\$37.00	\$40.00
303DWR_02		2 DRAWER CABINET	\$8,234.00	\$137.00	\$163.00	\$199.00	\$213.00	\$228.00	\$244.00	\$99.00	\$116.00	\$123.00
303DWR_06		6 DRAWER CABINET	\$23,692.00	\$397.00	\$444.00	\$577.00	\$617.00	\$660.00	\$705.00	\$99.00	\$116.00	\$123.00
303DWR_BIN		BIN DRAWER	\$1,563.00	\$26.00	\$29.00	\$38.00	\$40.00	\$43.00	\$46.00	\$0.00	\$0.00	\$0.00
303DWR_CAR		CAROUSEL DRAWER	\$1,683.00	\$28.00	\$31.00	\$41.00	\$44.00	\$47.00	\$50.00	\$0.00	\$0.00	\$0.00
303DWR_CUBE		CUBE DRAWER	\$4,137.00	\$69.00	\$77.00	\$100.00	\$107.00	\$114.00	\$122.00	\$0.00	\$0.00	\$0.00
303DWR_FU		FLEX MATRIX DRAWER	\$1,382.00	\$23.00	\$26.00	\$33.00	\$36.00	\$38.00	\$41.00	\$0.00	\$0.00	\$0.00
303DWR_MINI		MINI DRAWER	\$3,698.00	\$60.00	\$67.00	\$87.00	\$93.00	\$100.00	\$107.00	\$0.00	\$0.00	\$0.00
303KMAT		MEDICATION 4000 MAIN SYSTEM										
303PRDTP		SYSTEM	\$10,218.00	\$171.00	\$191.00	\$248.00	\$266.00	\$284.00	\$304.00	\$0.00	\$0.00	\$0.00
303PROFILE		PROFILE	\$14,425.00	\$240.00	\$268.00	\$349.00	\$373.00	\$399.00	\$427.00	\$3.00	\$4.00	\$4.00
MS4000		MS4000 IM SINGLE COL. 3 DOOR CLR	\$29,873.00	\$467.00	\$555.00	\$722.00	\$772.00	\$828.00	\$884.00	\$104.00	\$122.00	\$128.00
MS4000		MS4000 IM SINGLE COL. 3 DOOR CLR PROFILE	\$36,846.00	\$563.00	\$656.00	\$890.00	\$953.00	\$1,015.00	\$1,097.00	\$107.00	\$126.00	\$133.00
MS4000		MS4000 IM SINGLE COL. 3 DOOR SLD	\$29,873.00	\$467.00	\$555.00	\$722.00	\$772.00	\$828.00	\$884.00	\$104.00	\$122.00	\$128.00
MS4000		MS4000 IM SINGLE COL. 3 DOOR SLD PROFILE	\$36,846.00	\$563.00	\$656.00	\$890.00	\$953.00	\$1,015.00	\$1,097.00	\$107.00	\$126.00	\$133.00
MS4000		MS4000 IM SINGLE COL. 3 DOOR CLR	\$36,846.00	\$563.00	\$656.00	\$890.00	\$953.00	\$1,015.00	\$1,097.00	\$107.00	\$126.00	\$133.00
MS4000		MS4000 IM DOUBLE COL. 7 DOOR CLR	\$40,692.00	\$677.00	\$756.00	\$983.00	\$1,052.00	\$1,126.00	\$1,205.00	\$107.00	\$125.00	\$133.00
MS4000		MS4000 IM DOUBLE COL. 7 DOOR CLR PROFILE	\$40,692.00	\$677.00	\$756.00	\$983.00	\$1,052.00	\$1,126.00	\$1,205.00	\$107.00	\$125.00	\$133.00
MS4000		MS4000 IM DOUBLE COL. 7 DOOR SLD	\$33,599.00	\$559.00	\$625.00	\$812.00	\$869.00	\$930.00	\$995.00	\$104.00	\$122.00	\$128.00
MS4000		MS4000 IM DOUBLE COL. 7 DOOR SLD PROFILE	\$40,692.00	\$677.00	\$756.00	\$983.00	\$1,052.00	\$1,126.00	\$1,205.00	\$107.00	\$125.00	\$133.00
306DWR_07		7 DRAWER CABINET	\$28,567.00	\$442.00	\$494.00	\$642.00	\$687.00	\$736.00	\$786.00	\$47.00	\$55.00	\$58.00
306DWR_BIN		BIN DRAWER	\$1,563.00	\$26.00	\$29.00	\$38.00	\$40.00	\$43.00	\$46.00	\$0.00	\$0.00	\$0.00
306DWR_CAR		CAROUSEL DRAWER	\$1,683.00	\$28.00	\$31.00	\$41.00	\$44.00	\$47.00	\$50.00	\$0.00	\$0.00	\$0.00
306DWR_CUBE		CUBE DRAWER	\$4,137.00	\$69.00	\$77.00	\$100.00	\$107.00	\$114.00	\$122.00	\$0.00	\$0.00	\$0.00
306DWR_FU		FLEX MATRIX DRAWER	\$1,382.00	\$23.00	\$26.00	\$33.00	\$36.00	\$38.00	\$41.00	\$0.00	\$0.00	\$0.00

107-230-01	CONSOLE SUP PRS CLIENT V9.X PC ONLY WEST	\$14,005.00	\$233.00	\$260.00	\$338.00	\$362.00	\$387.00	\$415.00	\$35.00	\$41.00	\$43.00
107-232	SUPPLY V9.X SERVER WIACC WEST	\$39,249.00	\$653.00	\$730.00	\$949.00	\$1,015.00	\$1,066.00	\$1,162.00	\$197.00	\$125.00	\$133.00
107-232-01	CNSL SUP SVR PRS V9.NO CAB WIACC WEST	\$39,249.00	\$653.00	\$730.00	\$949.00	\$1,015.00	\$1,066.00	\$1,162.00	\$197.00	\$125.00	\$133.00
107-232-02	CNSL SUPPLY LITE V8.X NO CABINET WIACC	\$19,656.00	\$327.00	\$365.00	\$475.00	\$508.00	\$544.00	\$602.00	\$107.00	\$125.00	\$133.00
107-233	SUPPLY V9.X SERVER PC ONLY WEST	\$39,249.00	\$653.00	\$730.00	\$949.00	\$1,015.00	\$1,066.00	\$1,162.00	\$197.00	\$125.00	\$133.00
107-233-01	CNSL SS SHVR PRS V9.X TOWER PC ONLY WEST	\$39,249.00	\$653.00	\$730.00	\$949.00	\$1,015.00	\$1,066.00	\$1,162.00	\$197.00	\$125.00	\$133.00
107-233-02	CNSL SS SERVER LITE V 9.X TOWER PC ONLY	\$19,656.00	\$327.00	\$365.00	\$475.00	\$508.00	\$544.00	\$602.00	\$107.00	\$125.00	\$133.00
107-234	SUPPLY V9.X SERVER WIACC W/ DESK WEST	\$39,249.00	\$653.00	\$730.00	\$949.00	\$1,015.00	\$1,066.00	\$1,162.00	\$197.00	\$125.00	\$133.00
107-234-01	CNSL SC SHVR PRS V9.X WIACC WIACC WEST	\$39,249.00	\$653.00	\$730.00	\$949.00	\$1,015.00	\$1,066.00	\$1,162.00	\$197.00	\$125.00	\$133.00
107-234-02	CNSL SC SERVER LITE V9.X WIACC CABINET/ACC	\$19,656.00	\$327.00	\$365.00	\$475.00	\$508.00	\$544.00	\$602.00	\$107.00	\$125.00	\$133.00
107-235	SUPPLY V9.X SERVER BACK WEST	\$39,249.00	\$653.00	\$730.00	\$949.00	\$1,015.00	\$1,066.00	\$1,162.00	\$197.00	\$125.00	\$133.00
107-235-01	SUPPLYCENTER CONSOLE SERVER BACK V8 WEST	\$39,249.00	\$653.00	\$730.00	\$949.00	\$1,015.00	\$1,066.00	\$1,162.00	\$197.00	\$125.00	\$133.00
804KMAT	PYXIS SUPPLY VIRTUAL MANAGER										
804PRDTYPE	SYSTEM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
804PSVM_SERVER_SW	SW SERVER	\$20,000.00	\$333.00	\$333.00	\$333.00	\$333.00	\$333.00	\$333.00	\$300.00	\$300.00	\$300.00
804CLIENTSWTIER1	TIER 1 SW CLIENT	\$1,500.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$23.00	\$23.00	\$23.00
804CLIENTSWTIER2	TIER 2 SW CLIENT	\$1,000.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$15.00	\$15.00	\$15.00
Pyxis Client Site A/B											
111-113	CHSAFE DBL AUX. CLEAR DOORS	\$19,054.00	\$317.00	\$354.00	\$460.00	\$493.00	\$527.00	\$664.00	\$38.00	\$44.00	\$47.00
111-114	CHSAFE SGL AUX. SOLID DOORS	\$13,343.00	\$222.00	\$248.00	\$322.00	\$345.00	\$363.00	\$385.00	\$38.00	\$44.00	\$47.00
111-115	CHSAFE SGL AUX. CLEAR DOORS	\$13,343.00	\$222.00	\$248.00	\$322.00	\$345.00	\$363.00	\$385.00	\$38.00	\$44.00	\$47.00
111-105-201	CHSAFE TALL DBL AUX. SOLID DOORS	\$19,054.00	\$317.00	\$354.00	\$460.00	\$493.00	\$527.00	\$664.00	\$38.00	\$44.00	\$47.00
Pyxis JITRUD Upgrade Kit											
111442-03	KIT UPGRADE JI TRUD (UB) FOR S530 LSR	\$3,065.00	\$51.00	\$57.00	\$74.00	\$79.00	\$85.00	\$91.00	\$0.00	\$0.00	\$0.00
111442-04	JITRUD UPGRADE KIT FOR SECURE	\$3,065.00	\$51.00	\$57.00	\$74.00	\$79.00	\$85.00	\$91.00	\$0.00	\$0.00	\$0.00
112916-08	KIT UPG JI TRUD (UB) FOR S530 43	\$3,065.00	\$51.00	\$57.00	\$74.00	\$79.00	\$85.00	\$91.00	\$0.00	\$0.00	\$0.00
128716-01	JITRUD ENHANCED UPGRADE KIT FOR OPEN	\$3,065.00	\$51.00	\$57.00	\$74.00	\$79.00	\$85.00	\$91.00	\$0.00	\$0.00	\$0.00
128810-01	JITRUD ENHANCED UPGRADE KIT FOR SECURE	\$3,065.00	\$51.00	\$57.00	\$74.00	\$79.00	\$85.00	\$91.00	\$0.00	\$0.00	\$0.00
Pyxis Wall Mount for Open Access											
118886-01	STOCKSTATION WALL MOUNT KIT	\$791.00	\$13.00	\$15.00	\$19.00	\$20.00	\$22.00	\$23.00	\$0.00	\$0.00	\$0.00
Pyxis Med Remote Manager											
119-01	MED. RM. FLAT. 12. DOM	\$4,568.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$18.00	\$22.00	\$24.00
119-02	MED. RM. FLAT. 26. DOM	\$4,568.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$18.00	\$22.00	\$24.00
119-07	MED. RM. ROUND 12. DOM	\$4,568.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$18.00	\$22.00	\$24.00
119-08	MED. RM. ROUND 26. DOM	\$4,568.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$18.00	\$22.00	\$24.00
119-53	MED. SRM. FLAT. 26. LEFT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-54	MED. SRM. ROUND 12. LEFT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-55	MED. SRM. ROUND 26. LEFT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-56	MED. SRM. FLAT. 12. LEFT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-57	MED. SRM. FLAT. 12. RIGHT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-58	MED. SRM. ROUND 12. RIGHT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-59	MED. SRM. FLAT. 26. RIGHT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-60	MED. SRM. ROUND 26. RIGHT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-122	MED. SRM. SLIMLINE 12. LEFT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-123	MED. SRM. SLIMLINE 12. RIGHT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-124	MED. SRM. SLIMLINE 26. LEFT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-125	MED. SRM. SLIMLINE 26. RIGHT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-126	MED. SRM. THICK DOOR 12. LEFT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00

119-427	MED SRM THICK DOOR 12 RIGHT ROHS	\$5,660.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-128	MED SRM THICK DOOR 25 LEFT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-129	MED SRM THICK DOOR 25 RIGHT ROHS	\$5,650.00	\$94.00	\$105.00	\$137.00	\$146.00	\$156.00	\$167.00	\$19.00	\$22.00	\$24.00
119-116	MED SRM SLIMLINE 12 DOM	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-117	MED SRM SLIMLINE 25 DOM	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-120	MED SRM THICK DOOR 12 DOM	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-121	MED SRM THICK DOOR 25 DOM	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-29-01	MED RM (C/D) INTU FLAT 12 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-30-01	MED RM (C/D) INTU FLAT 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-31-01	MED RM (C/D) INTU ROUND 12 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-32-01	MED RM (C/D) INTU ROUND 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-132-01	MED RM (C/D) INTU SLIMLINE 12 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-133-01	MED RM (C/D) INTU SLIMLINE 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-134-01	MED RM (C/D) INTU THICK DOOR 12 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-135-01	MED RM (C/D) INTU THICK DOOR 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00

119-29	SUPPLY RM FLAT 12 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-30	SUPPLY RM FLAT 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-31	SUPPLY RM ROUND 12 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-32	SUPPLY RM ROUND 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-130	SUPPLY RM TANK ADAPTOR 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-131	SUPPLY RM TANK ADAPTOR 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-132	SUPPLY RM SLIMLINE 12 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-133	SUPPLY RM SLIMLINE 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-134	SUPPLY RM THICK DOOR 12 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00
119-135	SUPPLY RM THICK DOOR 25 ROHS	\$4,566.00	\$76.00	\$85.00	\$110.00	\$118.00	\$126.00	\$135.00	\$19.00	\$22.00	\$24.00

128-72	SUPPLY ROLLER V8 X W/1 DCDWR	\$21,037.00	\$360.00	\$391.00	\$508.00	\$544.00	\$582.00	\$623.00	\$67.00	\$78.00	\$83.00
128-73	SUPPLY ROLLER V8 X W/1 FLEXDWR PRS	\$19,896.00	\$331.00	\$370.00	\$481.00	\$514.00	\$550.00	\$589.00	\$67.00	\$78.00	\$83.00
128-74	SUPPLY ROLLER V8 X W/ BIOD 1 DCDWR	\$23,081.00	\$364.00	\$429.00	\$556.00	\$597.00	\$639.00	\$683.00	\$67.00	\$78.00	\$83.00
128-75	SUPPLY ROLLER V8 X W/ BIOD 1 FLEXDWR	\$21,939.00	\$366.00	\$408.00	\$530.00	\$567.00	\$607.00	\$649.00	\$67.00	\$78.00	\$83.00
128-78	SUPPLY ROLLER V8 X W/ WFL 1 DCDWR	\$24,403.00	\$406.00	\$454.00	\$589.00	\$631.00	\$675.00	\$722.00	\$67.00	\$78.00	\$83.00
128-79	SUPPLY ROLLER V8 X W/ WFL 1 FLEXDWR PRS	\$23,261.00	\$387.00	\$432.00	\$562.00	\$601.00	\$644.00	\$689.00	\$67.00	\$78.00	\$83.00
128-80	SUPPLY ROLLER V8 X WFL BIOD 1 DCDWR	\$26,507.00	\$441.00	\$492.00	\$614.00	\$655.00	\$703.00	\$745.00	\$67.00	\$78.00	\$83.00
128-81	SUPPLY ROLLER V8 X WFL BIOD 1 FLEXDWR	\$22,565.00	\$422.00	\$471.00	\$613.00	\$655.00	\$702.00	\$745.00	\$67.00	\$78.00	\$83.00
128-72-01	PRS SUPPLY ROLLER 2 STD 1 DC M5XPE V8 X	\$24,824.00	\$443.00	\$461.00	\$600.00	\$642.00	\$687.00	\$735.00	\$67.00	\$78.00	\$83.00
128-74-01	PRS SUPPLY ROLLER 2 STD 1 DC BIOD V8 X	\$23,682.00	\$394.00	\$440.00	\$572.00	\$612.00	\$655.00	\$701.00	\$67.00	\$78.00	\$83.00
128-75-01	PRS SUPPLY ROLLER 2 STD 1 DC M5XPE V8 X	\$26,927.00	\$448.00	\$501.00	\$651.00	\$696.00	\$745.00	\$797.00	\$67.00	\$78.00	\$83.00
128-78-01	PRS SUPPLY ROLLER 2 STD 1 FD BIOD V8 X	\$25,785.00	\$429.00	\$479.00	\$623.00	\$667.00	\$713.00	\$763.00	\$67.00	\$78.00	\$83.00
128-80-01	PRS SUPPLY ROLLER 2 WIRELESS 1 DC V8	\$28,971.00	\$482.00	\$539.00	\$700.00	\$748.00	\$802.00	\$858.00	\$67.00	\$78.00	\$83.00
128-81-01	PRS SUPPLY ROLLER 2 WIRELESS 1 DC BIOD V8	\$31,075.00	\$517.00	\$578.00	\$751.00	\$803.00	\$860.00	\$920.00	\$67.00	\$78.00	\$83.00
128-84-01	PRS SUPPLY ROLLER WIRELESS 1 FD BIOD V8	\$29,933.00	\$486.00	\$556.00	\$723.00	\$774.00	\$828.00	\$886.00	\$67.00	\$78.00	\$83.00
128-120	SUPPLY ROLLER 2 R WFL BIOD V8	\$22,840.00	\$380.00	\$425.00	\$552.00	\$591.00	\$632.00	\$676.00	\$67.00	\$78.00	\$83.00
128-121	SUPPLY ROLLER 2 R WFL V8	\$20,797.00	\$346.00	\$387.00	\$503.00	\$538.00	\$576.00	\$616.00	\$67.00	\$78.00	\$83.00
128-122	SUPPLY ROLLER 2 R STD BIOD V8	\$18,414.00	\$323.00	\$361.00	\$465.00	\$502.00	\$537.00	\$576.00	\$67.00	\$78.00	\$83.00
128-123	SUPPLY ROLLER 2 R STD V8	\$17,371.00	\$328.00	\$362.00	\$449.00	\$481.00	\$514.00	\$548.00	\$67.00	\$78.00	\$83.00
128-123-01	PRS SUPPLY ROLLER 2 R STD BIOD V8	\$23,261.00	\$389.00	\$432.00	\$562.00	\$601.00	\$644.00	\$689.00	\$67.00	\$78.00	\$83.00
128-123-01	PRS SUPPLY ROLLER 2 R STD V8	\$21,217.00	\$363.00	\$394.00	\$513.00	\$548.00	\$587.00	\$628.00	\$67.00	\$78.00	\$83.00
128-120-01	PRS SUPPLY ROLLER 2 R WFL BIOD V8	\$27,408.00	\$446.00	\$509.00	\$662.00	\$709.00	\$758.00	\$811.00	\$67.00	\$78.00	\$83.00
128-121-01	PRS SUPPLY ROLLER 2 R WFL V8	\$25,366.00	\$422.00	\$471.00	\$613.00	\$655.00	\$702.00	\$745.00	\$67.00	\$78.00	\$83.00
128-124	SUPPLY ROLLER V8 X 1 DC DWR WEST	\$21,037.00	\$360.00	\$391.00	\$508.00	\$544.00	\$582.00	\$623.00	\$67.00	\$78.00	\$83.00
128-125	SUPPLY ROLLER STD 1 DC WEST V8 X	\$24,824.00	\$413.00	\$461.00	\$600.00	\$642.00	\$687.00	\$735.00	\$67.00	\$78.00	\$83.00
128-125-01	SUPPLY ROLLER V8 X 1 FD WEST	\$18,896.00	\$331.00	\$370.00	\$481.00	\$514.00	\$550.00	\$589.00	\$67.00	\$78.00	\$83.00
128-126-01	PRS SUPPLY ROLLER STD 1 FD WEST V8 X	\$23,682.00	\$394.00	\$440.00	\$572.00	\$612.00	\$655.00	\$701.00	\$67.00	\$78.00	\$83.00
128-128	SUPPLY ROLLER V8 X BIOD 1 DCDWR WEST	\$23,081.00	\$384.00	\$429.00	\$556.00	\$597.00	\$639.00	\$683.00	\$67.00	\$78.00	\$83.00
128-128-01	PRS SUPPLY ROLLER STD 1 DC BIOD WEST V8	\$26,927.00	\$448.00	\$501.00	\$651.00	\$696.00	\$745.00	\$797.00	\$67.00	\$78.00	\$83.00
128-127	SUPPLY ROLLER V8 X BIOD 1 FD WEST	\$21,939.00	\$366.00	\$408.00	\$530.00	\$567.00	\$607.00	\$649.00	\$67.00	\$78.00	\$83.00
128-127-01	PRS SUPPLY ROLLER STD 1 FD BIOD WEST V8	\$25,785.00	\$429.00	\$479.00	\$623.00	\$667.00	\$713.00	\$763.00	\$67.00	\$78.00	\$83.00
128-128	SUPPLY ROLLER V8 X WFL 1 DCDWR WEST	\$24,403.00	\$406.00	\$454.00	\$589.00	\$631.00	\$675.00	\$722.00	\$67.00	\$78.00	\$83.00

By: Supply Manager

Physic Pres-Stat-01-Auditory

Pharmatics	153-01	RFD AUXILIARY V1 SINGLE COLUMN PRS	\$16,048.00	\$267.00	\$298.00	\$388.00	\$415.00	\$444.00	\$475.00	\$56.00	\$68.00
130981-01	CARD EXT PRN SERVER	\$473.00	\$30.00	\$10.00	\$13.00	\$14.00	\$15.00	\$16.00	\$0.00	\$0.00	\$0.00
134680-01	PRINTER ZM400 THERM. BAR CODE 64MB RAM	\$3,432.00	\$67.00	\$75.00	\$98.00	\$104.00	\$112.00	\$120.00	\$0.00	\$0.00	\$0.00
130973-02	SW/LICENSE PHAR GOMS	\$47,600.00	\$1,399.00	\$1,399.00	\$1,399.00	\$1,399.00	\$1,399.00	\$1,399.00	\$1,399.00	\$714.00	\$714.00
130978-02	SCNR,MT2070,HD,WL,2D,KEYPAD	\$2,875.00	\$56.00	\$63.00	\$82.00	\$87.00	\$94.00	\$94.00	\$0.00	\$0.00	\$0.00
13376-02	SYSTEM,TEST,PHARMOGENISTICS	\$11,000.00	\$215.00	\$241.00	\$313.00	\$335.00	\$358.00	\$383.00	\$0.00	\$0.00	\$0.00
13379B-02	TERM,MC9900,MOBILE PC, WL	\$5,154.00	\$101.00	\$113.00	\$147.00	\$157.00	\$168.00	\$179.00	\$0.00	\$0.00	\$0.00
134652-02	SCANNER,2D,HIP,1902, WIRELESS	\$3,378.00	\$66.00	\$74.00	\$96.00	\$103.00	\$110.00	\$118.00	\$0.00	\$0.00	\$0.00
134644-02	ACTIVE SYNC GRADE KIT - SCANNER#2070	\$780.00	\$15.00	\$17.00	\$22.00	\$24.00	\$25.00	\$27.00	\$0.00	\$0.00	\$0.00
135212-01	KIT,VM,PHACTS 1.0 WITH/OUT SQL2008	\$688.00	\$13.00	\$15.00	\$20.00	\$21.00	\$22.00	\$24.00	\$0.00	\$0.00	\$0.00
135275-01	KIT,VM,PHACTS 1.0 WITH SQL2008	\$3,080.00	\$60.00	\$67.00	\$88.00	\$94.00	\$100.00	\$107.00	\$0.00	\$0.00	\$0.00
135604-01	PYXIS CHECK SW LICENSE (PER FACILITY)	\$47,600.00	\$1,399.00	\$1,399.00	\$1,399.00	\$1,399.00	\$1,399.00	\$1,399.00	\$714.00	\$714.00	\$714.00
134652-01	SCANNER,2D,HIP,1902,WIRELESS	\$1,218.00	\$24.00	\$27.00	\$33.00	\$37.00	\$40.00	\$42.00	\$0.00	\$0.00	\$0.00
135403-01	PTR,BLUETOOTH#802,11B/G,MOB,TRM,L,WL,BLS	\$5,600.00	\$117.00	\$131.00	\$177.00	\$183.00	\$195.00	\$209.00	\$0.00	\$0.00	\$0.00
Package's											
130986-01	UNIT LOWER REPLACEMENT PHARMOPACK	\$4,295.00	\$84.00	\$94.00	\$122.00	\$131.00	\$140.00	\$150.00	\$0.00	\$0.00	\$0.00
130994-01	SEISMIC ANCHORING DOCS - PHARMOPACK/FSP	\$9,600.00	\$185.00	\$208.00	\$270.00	\$289.00	\$309.00	\$331.00	\$0.00	\$0.00	\$0.00
130995-02	KIT,IMPLEMET,PHARMOPACK	\$11,972.00	\$217.00	\$242.00	\$315.00	\$337.00	\$360.00	\$386.00	\$0.00	\$0.00	\$0.00
134447-02	KIT,INSTAL,PHARMOPACK,FSP-5,ONLY,PHACTS	\$11,827.00	\$217.00	\$242.00	\$315.00	\$337.00	\$360.00	\$386.00	\$0.00	\$0.00	\$0.00
134655-02	SCANNER,2D,WIRED,PHARMOPACK,USE W/GOVT	\$1,150.00	\$23.00	\$25.00	\$33.00	\$35.00	\$37.00	\$40.00	\$0.00	\$0.00	\$0.00
134887-01	LABEL,PRINTER FOR US GOVERNMENT	\$2,600.00	\$51.00	\$57.00	\$74.00	\$79.00	\$85.00	\$91.00	\$0.00	\$0.00	\$0.00
185-12	PHACTS,PACKAGER,PHARMOPACK,W/156	\$159,600.00	\$3,122.00	\$3,488.00	\$4,634.00	\$4,852.00	\$5,181.00	\$5,555.00	\$1,175.00	\$1,175.00	\$1,175.00
185-13	PHACTS,PACKAGER,PHARMOPACK,W/207	\$174,300.00	\$3,412.00	\$3,812.00	\$4,956.00	\$5,302.00	\$5,673.00	\$6,070.00	\$1,175.00	\$1,175.00	\$1,175.00
185-14	PHACTS,PACKAGER,PHARMOPACK,W/287	\$186,700.00	\$3,655.00	\$4,083.00	\$5,308.00	\$5,679.00	\$6,072.00	\$6,502.00	\$1,175.00	\$1,175.00	\$1,175.00
185-15	PHACTS,PACKAGER,PHARMOPACK,W/336	\$208,000.00	\$4,081.00	\$4,560.00	\$5,927.00	\$6,342.00	\$6,786.00	\$7,261.00	\$1,175.00	\$1,175.00	\$1,175.00
185-16	PHACTS,PACKAGER,PHARMOPACK,W/405	\$224,400.00	\$4,392.00	\$4,907.00	\$6,327.00	\$6,826.00	\$7,304.00	\$7,815.00	\$1,175.00	\$1,175.00	\$1,175.00
185-44	PHACTS,PHARMOPACK,FSP-5,(8 CANISTERS)	\$74,800.00	\$1,529.00	\$1,679.00	\$2,118.00	\$2,266.00	\$2,425.00	\$2,595.00	\$750.00	\$750.00	\$750.00
Carouse's											
130897-01	ARM,ERGOIRON	\$1,925.00	\$38.00	\$42.00	\$55.00	\$59.00	\$63.00	\$67.00	\$0.00	\$0.00	\$0.00
133081-01	SEISMIC ANCHORING DOCS - CAROUSEL	\$12,293.00	\$241.00	\$269.00	\$349.00	\$374.00	\$400.00	\$428.00	\$0.00	\$0.00	\$0.00
133802-01	BREKDOWN EXISTING CAROUSEL,PHACTS	\$11,164.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
133803-01	FORKLIFT RENTAL,PHACTS	\$5,976.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
133805-01	UNPACKING,REINSTALLATION, CAR,PHACTS	\$11,194.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
133801-01	MNT,CEILING FLUSH CAR,3SIDE SKRT,PHACTS	\$3,040.00	\$60.00	\$66.00	\$86.00	\$92.00	\$99.00	\$105.00	\$0.00	\$0.00	\$0.00
133804-01	PACK,CRATE,TRANSPORT,CAR TO LOC,PHACTS	\$1,457.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
135-30	PHACTS,CAR,MINI,VERT,75,5HX77,5WX48,75D	\$6,400.00	\$1,304.00	\$1,457.00	\$1,895.00	\$2,027.00	\$2,169.00	\$2,321.00	\$500.00	\$500.00	\$500.00
134325-02	CAROUSEL,INSTALL,AFTER HOURS	\$5,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
130980-02	KIT - INSTALL, CAROUSEL, NETWORK	\$2,232.00	\$44.00	\$49.00	\$63.00	\$68.00	\$73.00	\$78.00	\$0.00	\$0.00	\$0.00
134444-02	SHELVES,STAINLESS,33" X 30" X 18",PHACTS	\$860.00	\$17.00	\$19.00	\$24.00	\$26.00	\$28.00	\$30.00	\$0.00	\$0.00	\$0.00
134445-02	SHELVES,STAINLESS,33" X 48" X 18",PHACTS	\$860.00	\$19.00	\$21.00	\$27.00	\$29.00	\$31.00	\$33.00	\$0.00	\$0.00	\$0.00
134446-02	SHELVES,STAINLESS,33" X 60" X 18",PHACTS	\$1,080.00	\$21.00	\$24.00	\$31.00	\$33.00	\$35.00	\$38.00	\$0.00	\$0.00	\$0.00
134604-01	ADJUST,WORKTABLE,REFRIGERATED,CAROUSEL	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
134605-01	ADJUSTMENT,WORKTABLE,STD,CAROUSEL	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
134648-02	BIN,RACK,36"WX20"DX36,5"X,12ROWS,72BINS	\$1,925.00	\$38.00	\$42.00	\$55.00	\$59.00	\$63.00	\$67.00	\$0.00	\$0.00	\$0.00
134651-02	BIN,RACK,36"WX20"DX36,5"X,16ROWS,96BINS	\$2,800.00	\$48.00	\$55.00	\$71.00	\$76.00	\$81.00	\$87.00	\$0.00	\$0.00	\$0.00
134677-01	CAROUSEL,REFRIG,INSTALL,AFTER HOURS	\$10,000.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00
134899-01	PRINTER,STAND,CAROUSEL	\$1,600.00	\$31.00	\$35.00	\$45.00	\$49.00	\$52.00	\$56.00	\$0.00	\$0.00	\$0.00
185-68	PHACTS,CAR,MINI,VRT,75,5HX65,5"X,48,75D	\$53,585.00	\$1,055.00	\$1,178.00	\$1,533.00	\$1,638.00	\$1,764.00	\$1,876.00	\$500.00	\$500.00	\$500.00
185-01	PHACTS,CAR,VERT,96HX134,5WX60D,TOTES	\$107,800.00	\$1,900.00	\$2,000.00	\$2,600.00	\$2,782.00	\$2,977.00	\$3,185.00	\$500.00	\$500.00	\$500.00
185-02	PHACTS,CAR,VERT,89HX134,5WX76D,TOTES	\$125,700.00	\$2,091.00	\$2,337.00	\$3,037.00	\$3,250.00	\$3,478.00	\$3,721.00	\$500.00	\$500.00	\$500.00
185-03	PHACTS,CAR,VERT,110HX134,5WX60D,TOTES	\$117,000.00	\$1,847.00	\$2,175.00	\$2,827.00	\$3,025.00	\$3,237.00	\$3,464.00	\$500.00	\$500.00	\$500.00
185-05	PHACTS,CAR,VERT,119HX118,5WX76D,TOTES	\$140,700.00	\$2,341.00	\$2,615.00	\$3,400.00	\$3,638.00	\$3,893.00	\$4,165.00	\$500.00	\$500.00	\$500.00
185-06	PHACTS,CAR,VERT,107HX134,5WX76D,TOTES	\$132,300.00	\$2,201.00	\$2,459.00	\$3,187.00	\$3,421.00	\$3,682.00	\$3,916.00	\$500.00	\$500.00	\$500.00
185-07	PHACTS,CAR,VERT,125HX134,5WX76D,TOTES	\$157,800.00	\$2,613.00	\$2,928.00	\$3,801.00	\$4,067.00	\$4,352.00	\$4,657.00	\$500.00	\$500.00	\$500.00
185-08	PHACTS,CAR,VERT,137HX134,5WX76D,TOTES	\$171,600.00	\$2,855.00	\$3,190.00	\$4,141.00	\$4,437.00	\$4,748.00	\$5,080.00	\$500.00	\$500.00	\$500.00
185-09	PHACTS,CAR,VERT,149HX134,5WX76D,TOTES	\$182,800.00	\$3,241.00	\$3,596.00	\$4,617.00	\$4,927.00	\$5,267.00	\$5,611.00	\$500.00	\$500.00	\$500.00
185-10	PHACTS,CAR,VERT,123,5HX137,5WX93D,REFRIG	\$284,300.00	\$4,740.00	\$5,296.00	\$6,885.00	\$7,365.00	\$7,882.00	\$8,434.00	\$500.00	\$500.00	\$500.00

165-17	PHACTS, CAR, VERT, 1.09H X 118.5W X 60D, TOTE	\$120,500.00	\$3,005.00	\$2,240.00	\$2,912.00	\$3,116.00	\$3,334.00	\$3,567.00	\$3,800.00	\$4,033.00	\$4,266.00	\$4,500.00	\$4,733.00	\$4,966.00	\$5,200.00	\$5,433.00	\$5,666.00	\$5,900.00	\$6,133.00	\$6,366.00	\$6,600.00	\$6,833.00	\$7,066.00	\$7,300.00	\$7,533.00	\$7,766.00	\$8,000.00	\$8,233.00	\$8,466.00	\$8,700.00	\$8,933.00	\$9,166.00	\$9,400.00	\$9,633.00	\$9,866.00	\$10,100.00	\$10,333.00	\$10,566.00	\$10,800.00	\$11,033.00	\$11,266.00	\$11,500.00	\$11,733.00	\$11,966.00	\$12,200.00	\$12,433.00	\$12,666.00	\$12,900.00	\$13,133.00	\$13,366.00	\$13,600.00	\$13,833.00	\$14,066.00	\$14,300.00	\$14,533.00	\$14,766.00	\$15,000.00	\$15,233.00	\$15,466.00	\$15,700.00	\$15,933.00	\$16,166.00	\$16,400.00	\$16,633.00	\$16,866.00	\$17,100.00	\$17,333.00	\$17,566.00	\$17,800.00	\$18,033.00	\$18,266.00	\$18,500.00	\$18,733.00	\$18,966.00	\$19,200.00	\$19,433.00	\$19,666.00	\$19,900.00	\$20,133.00	\$20,366.00	\$20,600.00	\$20,833.00	\$21,066.00	\$21,300.00	\$21,533.00	\$21,766.00	\$22,000.00	\$22,233.00	\$22,466.00	\$22,700.00	\$22,933.00	\$23,166.00	\$23,400.00	\$23,633.00	\$23,866.00	\$24,100.00	\$24,333.00	\$24,566.00	\$24,800.00	\$25,033.00	\$25,266.00	\$25,500.00	\$25,733.00	\$25,966.00	\$26,200.00	\$26,433.00	\$26,666.00	\$26,900.00	\$27,133.00	\$27,366.00	\$27,600.00	\$27,833.00	\$28,066.00	\$28,300.00	\$28,533.00	\$28,766.00	\$29,000.00	\$29,233.00	\$29,466.00	\$29,700.00	\$29,933.00	\$30,166.00	\$30,400.00	\$30,633.00	\$30,866.00	\$31,100.00	\$31,333.00	\$31,566.00	\$31,800.00	\$32,033.00	\$32,266.00	\$32,500.00	\$32,733.00	\$32,966.00	\$33,200.00	\$33,433.00	\$33,666.00	\$33,900.00	\$34,133.00	\$34,366.00	\$34,600.00	\$34,833.00	\$35,066.00	\$35,300.00	\$35,533.00	\$35,766.00	\$36,000.00	\$36,233.00	\$36,466.00	\$36,700.00	\$36,933.00	\$37,166.00	\$37,400.00	\$37,633.00	\$37,866.00	\$38,100.00	\$38,333.00	\$38,566.00	\$38,800.00	\$39,033.00	\$39,266.00	\$39,500.00	\$39,733.00	\$39,966.00	\$40,200.00	\$40,433.00	\$40,666.00	\$40,900.00	\$41,133.00	\$41,366.00	\$41,600.00	\$41,833.00	\$42,066.00	\$42,300.00	\$42,533.00	\$42,766.00	\$43,000.00	\$43,233.00	\$43,466.00	\$43,700.00	\$43,933.00	\$44,166.00	\$44,400.00	\$44,633.00	\$44,866.00	\$45,100.00	\$45,333.00	\$45,566.00	\$45,800.00	\$46,033.00	\$46,266.00	\$46,500.00	\$46,733.00	\$46,966.00	\$47,200.00	\$47,433.00	\$47,666.00	\$47,900.00	\$48,133.00	\$48,366.00	\$48,600.00	\$48,833.00	\$49,066.00	\$49,300.00	\$49,533.00	\$49,766.00	\$50,000.00	\$50,233.00	\$50,466.00	\$50,700.00	\$50,933.00	\$51,166.00	\$51,400.00	\$51,633.00	\$51,866.00	\$52,100.00	\$52,333.00	\$52,566.00	\$52,800.00	\$53,033.00	\$53,266.00	\$53,500.00	\$53,733.00	\$53,966.00	\$54,200.00	\$54,433.00	\$54,666.00	\$54,900.00	\$55,133.00	\$55,366.00	\$55,600.00	\$55,833.00	\$56,066.00	\$56,300.00	\$56,533.00	\$56,766.00	\$57,000.00	\$57,233.00	\$57,466.00	\$57,700.00	\$57,933.00	\$58,166.00	\$58,400.00	\$58,633.00	\$58,866.00	\$59,100.00	\$59,333.00	\$59,566.00	\$59,800.00	\$60,033.00	\$60,266.00	\$60,500.00	\$60,733.00	\$60,966.00	\$61,200.00	\$61,433.00	\$61,666.00	\$61,900.00	\$62,133.00	\$62,366.00	\$62,600.00	\$62,833.00	\$63,066.00	\$63,300.00	\$63,533.00	\$63,766.00	\$64,000.00	\$64,233.00	\$64,466.00	\$64,700.00	\$64,933.00	\$65,166.00	\$65,400.00	\$65,633.00	\$65,866.00	\$66,100.00	\$66,333.00	\$66,566.00	\$66,800.00	\$67,033.00	\$67,266.00	\$67,500.00	\$67,733.00	\$67,966.00	\$68,200.00	\$68,433.00	\$68,666.00	\$68,900.00	\$69,133.00	\$69,366.00	\$69,600.00	\$69,833.00	\$70,066.00	\$70,300.00	\$70,533.00	\$70,766.00	\$71,000.00	\$71,233.00	\$71,466.00	\$71,700.00	\$71,933.00	\$72,166.00	\$72,400.00	\$72,633.00	\$72,866.00	\$73,100.00	\$73,333.00	\$73,566.00	\$73,800.00	\$74,033.00	\$74,266.00	\$74,500.00	\$74,733.00	\$74,966.00	\$75,200.00	\$75,433.00	\$75,666.00	\$75,900.00	\$76,133.00	\$76,366.00	\$76,600.00	\$76,833.00	\$77,066.00	\$77,300.00	\$77,533.00	\$77,766.00	\$78,000.00	\$78,233.00	\$78,466.00	\$78,700.00	\$78,933.00	\$79,166.00	\$79,400.00	\$79,633.00	\$79,866.00	\$80,100.00	\$80,333.00	\$80,566.00	\$80,800.00	\$81,033.00	\$81,266.00	\$81,500.00	\$81,733.00	\$81,966.00	\$82,200.00	\$82,433.00	\$82,666.00	\$82,900.00	\$83,133.00	\$83,366.00	\$83,600.00	\$83,833.00	\$84,066.00	\$84,300.00	\$84,533.00	\$84,766.00	\$85,000.00	\$85,233.00	\$85,466.00	\$85,700.00	\$85,933.00	\$86,166.00	\$86,400.00	\$86,633.00	\$86,866.00	\$87,100.00	\$87,333.00	\$87,566.00	\$87,800.00	\$88,033.00	\$88,266.00	\$88,500.00	\$88,733.00	\$88,966.00	\$89,200.00	\$89,433.00	\$89,666.00	\$89,900.00	\$90,133.00	\$90,366.00	\$90,600.00	\$90,833.00	\$91,066.00	\$91,300.00	\$91,533.00	\$91,766.00	\$92,000.00	\$92,233.00	\$92,466.00	\$92,700.00	\$92,933.00	\$93,166.00	\$93,400.00	\$93,633.00	\$93,866.00	\$94,100.00	\$94,333.00	\$94,566.00	\$94,800.00	\$95,033.00	\$95,266.00	\$95,500.00	\$95,733.00	\$95,966.00	\$96,200.00	\$96,433.00	\$96,666.00	\$96,900.00	\$97,133.00	\$97,366.00	\$97,600.00	\$97,833.00	\$98,066.00	\$98,300.00	\$98,533.00	\$98,766.00	\$99,000.00	\$99,233.00	\$99,466.00	\$99,700.00	\$99,933.00	\$100,166.00	\$100,400.00	\$100,633.00	\$100,866.00	\$101,100.00	\$101,333.00	\$101,566.00	\$101,800.00	\$102,033.00	\$102,266.00	\$102,500.00	\$102,733.00	\$102,966.00	\$103,200.00	\$103,433.00	\$103,666.00	\$103,900.00	\$104,133.00	\$104,366.00	\$104,600.00	\$104,833.00	\$105,066.00	\$105,300.00	\$105,533.00	\$105,766.00	\$106,000.00	\$106,233.00	\$106,466.00	\$106,700.00	\$106,933.00	\$107,166.00	\$107,400.00	\$107,633.00	\$107,866.00	\$108,100.00	\$108,333.00	\$108,566.00	\$108,800.00	\$109,033.00	\$109,266.00	\$109,500.00	\$109,733.00	\$109,966.00	\$110,200.00	\$110,433.00	\$110,666.00	\$110,900.00	\$111,133.00	\$111,366.00	\$111,600.00	\$111,833.00	\$112,066.00	\$112,300.00	\$112,533.00	\$112,766.00	\$113,000.00	\$113,233.00	\$113,466.00	\$113,700.00	\$113,933.00	\$114,166.00	\$114,400.00	\$114,633.00	\$114,866.00	\$115,100.00	\$115,333.00	\$115,566.00	\$115,800.00	\$116,033.00	\$116,266.00	\$116,500.00	\$116,733.00	\$116,966.00	\$117,200.00	\$117,433.00	\$117,666.00	\$117,900.00	\$118,133.00	\$118,366.00	\$118,600.00	\$118,833.00	\$119,066.00	\$119,300.00	\$119,533.00	\$119,766.00	\$120,000.00	\$120,233.00	\$120,466.00	\$120,700.00	\$120,933.00	\$121,166.00	\$121,400.00	\$121,633.00	\$121,866.00	\$122,100.00	\$122,333.00	\$122,566.00	\$122,800.00	\$123,033.00	\$123,266.00	\$123,500.00	\$123,733.00	\$123,966.00	\$124,200.00	\$124,433.00	\$124,666.00	\$124,900.00	\$125,133.00	\$125,366.00	\$125,600.00	\$125,833.00	\$126,066.00	\$126,300.00	\$126,533.00	\$126,766.00	\$127,000.00	\$127,233.00	\$127,466.00	\$127,700.00	\$127,933.00	\$128,166.00	\$128,400.00	\$128,633.00	\$128,866.00	\$129,100.00	\$129,333.00	\$129,566.00	\$129,800.00	\$130,033.00	\$130,266.00	\$130,500.00	\$130,733.00	\$130,966.00	\$131,200.00	\$131,433.00	\$131,666.00	\$131,900.00	\$132,133.00	\$132,366.00	\$132,600.00	\$132,833.00	\$133,066.00	\$133,300.00	\$133,533.00	\$133,766.00	\$134,000.00	\$134,233.00	\$134,466.00	\$134,700.00	\$134,933.00	\$135,166.00	\$135,400.00	\$135,633.00	\$135,866.00	\$136,100.00	\$136,333.00	\$136,566.00	\$136,800.00	\$137,033.00	\$137,266.00	\$137,500.00	\$137,733.00	\$137,966.00	\$138,200.00	\$138,433.00	\$138,666.00	\$138,900.00	\$139,133.00	\$139,366.00	\$139,600.00	\$139,833.00	\$140,066.00	\$140,300.00	\$140,533.00	\$140,766.00	\$141,000.00	\$141,233.00	\$141,466.00	\$141,700.00	\$141,933.00	\$142,166.00	\$142,400.00	\$142,633.00	\$142,866.00	\$143,100.00	\$143,333.00	\$143,566.00	\$143,800.00	\$144,033.00	\$144,266.00	\$144,500.00	\$144,733.00	\$144,966.00	\$145,200.00	\$145,433.00	\$145,666.00	\$145,900.00	\$146,133.00	\$146,366.00	\$146,600.00	\$146,833.00	\$147,066.00	\$147,300.00	\$147,533.00	\$147,766.00	\$148,000.00	\$148,233.00	\$148,466.00	\$148,700.00	\$148,933.00	\$149,166.00	\$149,400.00	\$149,633.00	\$149,866.00	\$150,100.00	\$150,333.00	\$150,566.00	\$150,800.00	\$151,033.00	\$151,266.00	\$151,500.00	\$151,733.00	\$151,966.00	\$152,200.00	\$152,433.00	\$152,666.00	\$152,900.00	\$153,133.00	\$153,366.00	\$153,600.00	\$153,833.00	\$154,066.00	\$154,300.00	\$154,533.00	\$154,766.00	\$155,000.00	\$155,233.00	\$155,466.00	\$155,700.00	\$155,933.00	\$156,166.00	\$156,400.00	\$156,633.00	\$156,866.00	\$157,100.00	\$157,333.00	\$157,566.00	\$157,800.00	\$158,033.00	\$158,266.00	\$158,500.00	\$158,733.00	\$158,966.00	\$159,200.00	\$159,433.00	\$159,666.00	\$159,900.00	\$160,133.00	\$160,366.00	\$160,600.00	\$160,833.00	\$161,066.00	\$161,300.00	\$161,533.00	\$161,766.00	\$162,000.00	\$162,233.00	\$162,466.00	\$162,700.00	\$162,933.00	\$163,166.00	\$163,400.00	\$163,633.00	\$163,866.00	\$164,100.00	\$164,333.00	\$164,566.00	\$164,800.00	\$165,033.00	\$165,266.00	\$165,500.00	\$165,733.00	\$165,966.00	\$166,200.00	\$166,433.00	\$166,666.00	\$166,900.00	\$167,133.00	\$167,366.00	\$167,600.00	\$167,833.00	\$168,066.00	\$168,300.00	\$168,533.00	\$168,766.00	\$169,000.00	\$169,233.00	\$169,466.00	\$169,700.00	\$169,933.00	\$170,166.00	\$170,400.00	\$170,633.00	\$170,866.00	\$171,100.00	\$171,333.00	\$171,566.00	\$171,800.00	\$172,033.00	\$172,266.00	\$172,500.00	\$172,733.00	\$172,966.00	\$173,200.00	\$173,433.00	\$173,666.00	\$173,900.00	\$174,133.00	\$174,366.00	\$174,600.00	\$174,833.00	\$175,066.00	\$175,300.00	\$175,533.00	\$175,766.00	\$176,000.00	\$176,233.00	\$176,466.00	\$176,700.00	\$176,933.00	\$177,166.00	\$177,400.00	\$177,633.00	\$177,866.00	\$178,100.00	\$178,333.00	\$178,566.00	\$178,800.00	\$179,033.00	\$179,266.00	\$179,500.00	\$179,733.00	\$179,966.00	\$180,200.00	\$180,433.00	\$180,666.00	\$180,900.00	\$181,133.00	\$181,366.00	\$181,600.00	\$181,833.00	\$182,066.00	\$182,300.00	\$182,533.00	\$182,766.00	\$183,000.00	\$183,233.00	\$183,466.00	\$183,700.00	\$183,933.00	\$184,166.00	\$184,400.00	\$184,633.00	\$184,866.00	\$185,100.00	\$185,333.00	\$185,566.00	\$185,800.00	\$186,033.00	\$186,266.00	\$186,500.00	\$186,733.00	\$186,966.00	\$187,200.00	\$187,433.00	\$187,666.00	\$187,900.00	\$188,133.00	\$188,366.00	\$188,600.00	\$188,833.00	\$189,066.00	\$189,300.00	\$189,533.00	\$189,766.00	\$190,000.00	\$190,233.00	\$190,466.00	\$190,700.00	\$190,933.00	\$191,166.00	\$191,400.00	\$191,633.00	\$191,866.00	\$192,100.00	\$192,333.00	\$192,566.00	\$192,800.00	\$193,033.00	\$193,266.00	\$193,500.00	\$193,733.00	\$193,966.00	\$194,200.00	\$194,433.00	\$194,666.00	\$194,900.00	\$195,133.00	\$195,366.00	\$195,600.00	\$195,833.00	\$196,066.00	\$196,300.00	\$196,533.00	\$196,766.00	\$197,000.00	\$197,233.00	\$197,466.00	\$197,700.00	\$197,933.00	\$198,166.00	\$198,400.00	\$198,633.00	\$198,866.00	\$199,100.00	\$199,333.00	\$199,566.00	\$199,800.00	\$200,033.00	\$200,266.00</
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133674-02	ECO STATION CART 2 BIN	\$30,954.00	\$313.00	\$375.00	\$748.00	\$800.00	\$856.00	\$916.00	\$103.00	\$121.00	\$128.00
Pyxis Ecosystem Software License											
133674-01	ECOSTATION SERVER SW LICENSE 201+ BEDS	\$20,394.00	\$599.00	\$599.00	\$599.00	\$599.00	\$599.00	\$599.00	\$306.00	\$306.00	\$306.00
133674-02	ECOSTATION SERVER SW LICENSE 76-200 BEDS	\$14,567.00	\$428.00	\$428.00	\$428.00	\$428.00	\$428.00	\$428.00	\$219.00	\$219.00	\$219.00
133674-03	ECOSTATION SERVER SW LICENSE 7-75 BEDS	\$10,197.00	\$299.00	\$299.00	\$299.00	\$299.00	\$299.00	\$299.00	\$153.00	\$153.00	\$153.00
Pyxis Med Knowledge Portal											
133621-01	MED KNOWLEDGE PORTAL - DATA INSIGHT TR 1	\$0.00	\$583.00	\$583.00	\$583.00	\$583.00	\$583.00	\$583.00	\$0.00	\$0.00	\$0.00
133622-01	MED KNOWLEDGE PORTAL - DATA INSIGHT TR 2	\$0.00	\$729.00	\$729.00	\$729.00	\$729.00	\$729.00	\$729.00	\$0.00	\$0.00	\$0.00
133623-01	MED KNOWLEDGE PORTAL - DATA INSIGHT TR 3	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00
133610-01	MAPORTAL2, TIER 2 > 75 < 150 BEDS	\$0.00	\$417.00	\$417.00	\$417.00	\$417.00	\$417.00	\$417.00	\$0.00	\$0.00	\$0.00
133611-01	MAPORTAL3, TIER 3 > 150 BEDS	\$0.00	\$667.00	\$667.00	\$667.00	\$667.00	\$667.00	\$667.00	\$0.00	\$0.00	\$0.00
133612-01	MAPORTAL1, TIER 1, > 25 < 75 BEDS	\$0.00	\$333.00	\$333.00	\$333.00	\$333.00	\$333.00	\$333.00	\$0.00	\$0.00	\$0.00
134608-01	MAPORTAL0, TIER 0, < 25 BEDS	\$0.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$0.00	\$0.00	\$0.00
134609-01	MAPORTAL4, TIER4, SPECIALTYCARE < 100 BEDS	\$0.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00
135032-01	PYXIS BENCHMARKING SERVICE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pyxis Connected v2.0 View Station SW											
133661-01	CONNECT 3.0 VIEW STATION SW LICENSE	\$6,584.00	\$193.00	\$193.00	\$193.00	\$193.00	\$193.00	\$193.00	\$99.00	\$99.00	\$99.00
Pyxis Connected v3.0 Location License SW											
133682-01	CONNECT 3.0 LOCATION INCL NM SW LICENSE	\$4,250.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$49.00	\$49.00	\$49.00
Pyxis Med Analytics Services											
133613-01	MED ANALYTICS SERVICE, TIER 1, < 75 BEDS	\$0.00	\$780.00	\$780.00	\$780.00	\$780.00	\$780.00	\$780.00	\$0.00	\$0.00	\$0.00
133614-01	MED ANALYTICS SERVICE TIER 2, < 75 < 150	\$0.00	\$666.00	\$666.00	\$666.00	\$666.00	\$666.00	\$666.00	\$0.00	\$0.00	\$0.00
133615-01	MED ANALYTICS SERVICE TIER 3, > 150 BEDS	\$0.00	\$947.00	\$947.00	\$947.00	\$947.00	\$947.00	\$947.00	\$0.00	\$0.00	\$0.00
Pyxis Point of Care Interface											
133675-01	INTE MED ADDL VITALS, NURSELINK	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$129.00	\$129.00
133676-01	INTE MED ADDL LAB, NURSELINK	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$129.00	\$129.00
Pyxis Supply Performance Dashboard											
133672-01	SRP 0, FEWER THAN 10 MAINS	\$0.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00
133673-01	SRP 0, IDN > 10 < 19 HOSPITALS, < 10	\$0.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$0.00	\$0.00	\$0.00
133674-01	SRP 0, IDN > 20 HOSPITALS, < 10 MAINS	\$0.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$0.00	\$0.00	\$0.00
133675-01	SRP 1, 10-25 MAINS	\$0.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
133677-01	SRP 1, IDN > 20 HOSPITALS, 10-25 MAINS	\$0.00	\$213.00	\$213.00	\$213.00	\$213.00	\$213.00	\$213.00	\$0.00	\$0.00	\$0.00
133678-01	SRP 2, 26-100 MAINS	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00
133679-01	SRP 2, IDN > 10 < 19 HOSPITALS, 26-100 MAINS	\$0.00	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$0.00	\$0.00	\$0.00
133680-01	SRP 2, IDN > 20 HOSPITALS, 26-100 MAINS	\$0.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$0.00	\$0.00	\$0.00
133681-01	SRP 3, > 100 MAINS	\$0.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00
133682-01	SRP 3, IDN > 10 < 19 HOSPITALS, > 100 MAINS	\$0.00	\$698.00	\$698.00	\$698.00	\$698.00	\$698.00	\$698.00	\$0.00	\$0.00	\$0.00
133683-01	SRP 3, IDN > 20 HOSPITALS, > 100 MAINS	\$0.00	\$638.00	\$638.00	\$638.00	\$638.00	\$638.00	\$638.00	\$0.00	\$0.00	\$0.00
133684-01	SRP DI 0, < 10 MAINS	\$0.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00
133685-01	SRP DI 0, IDN > 10 < 19 HOSPITALS, < 10 MAINS	\$0.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$0.00	\$0.00	\$0.00
133686-01	SRP DI 0, IDN > 20 HOSPITALS, < 10 MAINS	\$0.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$0.00	\$0.00	\$0.00
133687-01	SRP DI 1, 10-25 MAINS	\$0.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
133688-01	SRP DI 1, IDN > 10 < 19 HOSPITALS, 10-25 MAINS	\$0.00	\$233.00	\$233.00	\$233.00	\$233.00	\$233.00	\$233.00	\$0.00	\$0.00	\$0.00
133689-01	SRP DI 1, IDN > 20 HOSPITALS, 10-25 MAINS	\$0.00	\$213.00	\$213.00	\$213.00	\$213.00	\$213.00	\$213.00	\$0.00	\$0.00	\$0.00



This Master Agreement (this "Master Agreement"), effective as of the date of CareFusion's signature below (the "Effective Date"), is entered into by and between CareFusion Solutions, LLC (together with its affiliates, "CareFusion") and Ohio Department Mental Health & Addiction Services ("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"), disposables, 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) the State Term Schedule; (ii) these General Terms and Conditions, (iii) any Schedule applicable to the Products and/or Services provided under such Customer Order, and (iv) 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 and the State Term Schedule, the order of precedence will be as follows: (i) the State Term Schedule, (ii) the terms of the Schedule or Customer Order Attachment, and (iii) the Master Agreement. Capitalized terms in the Schedules and Customer Order Attachments shall have the same meaning as in these General Terms and Conditions and in the introductory paragraph above.
- 1.3 **Purchase Orders.** If CareFusion accepts a purchase order from Customer for Products and/or Services that are not identified in a Customer Order, then that purchase order will constitute a Customer Order under this Master Agreement, except that any conflicting or additional terms in the purchase order will have no force or effect.
- 1.4 **Delivery; Risk of Loss.** Products will be delivered FOB Destination, freight prepaid to the Customer's address in the applicable Customer Order as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing. Customer will pay freight charges for special Customer shipping requests and for shipment of parts or supplies not provided under warranty or pursuant to a support program. Upon delivery, Customer will be responsible for loss of or damage to the Product.
- 1.5 **Acceptance.** [Intentionally omitted]
- 1.6 **Payment Terms.** [Intentionally omitted]
- 1.7 **Late Charge.** Subject to Section 2.5 (*Payment Due Date*) of the State Term Schedule, 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.** [Intentionally omitted]

2. PRODUCT USE AND WARRANTY.

- 2.1 **User Guide and Service Manual.** CareFusion will provide to Customer one (1) copy (hard or electronic copy) of the then-current applicable user guide, user manual, or directions for use for each type of Product acquired by Customer (each, a "User Guide"), and one (1) hard copy of the service manual for each type of Alaris Equipment acquired by Customer. Customer may download from the CareFusion website additional copies of the service manual, as needed. Customer may use and reproduce any User Guide and service manual solely for Customer's internal use.
- 2.2 **Warranty.** CareFusion warrants to Customer that for a period of ninety (90) days after Acceptance (except for Alaris Equipment and/or Software, which has a warranty period of one (1) year after Acceptance), the Product will perform substantially in accordance with the specifications of its User Guide (the "Limited Warranty"). If a Product fails to perform in accordance with the Limited Warranty during the 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: (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; or (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents, or causes beyond CareFusion's reasonable control.

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 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 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. Notwithstanding anything to the contrary, Contractor agrees that it will permit the transfer of fully paid licenses in the event the State merges or consolidates state entities.

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; or (iv) separate integrated Software from any Product, or otherwise use integrated Software except as an integrated part of the applicable Product. 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.

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, LIMITATION OF LIABILITY, AND TERMINATION.

4.1 **Mutual Indemnification.** [Intentionally omitted]

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 sub-parts 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, subject to Ohio Revised Code Section 109.02, 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.** [Intentionally omitted]

5.2 **Insurance.** [Intentionally omitted]

6. TERMINATION.

6.1 **Termination for Cause.** [Intentionally omitted]

6.2 **Termination without Cause.** [Intentionally omitted]

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 **Discounts.** If any discount, credit, rebate or other Product incentive is paid or applied by CareFusion regarding the Products, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party will comply with the "safe harbor" regulations stated in 42 C.F.R. § 1001.952(h).

7.3 **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.

7.4 **Exclusion.** As of the Effective Date, CareFusion is not excluded from participation from any federally-funded health care program (including, without limitation, Medicare and Medicaid) (each, a "Program"). If CareFusion becomes excluded from any Program, then CareFusion will promptly notify Customer. Within thirty (30) days after receipt of such notice and subject to the satisfaction of any remaining payment or other obligations, Customer may cancel this Master Agreement by written notice.

7.5 **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

Master Agreement

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.

7.6 **Responsibility for Medical Care.** CareFusion, through its employees and agents (collectively, "CareFusion Personnel"), is not responsible for the delivery of medical care or other services to any patients. Accordingly, Customer will not rely upon CareFusion Personnel to practice medicine or provide patient care.

8. MISCELLANEOUS.

8.1 **Performance.** Each Party will bear the cost of its performance of this Master Agreement and each Customer Agreement.

8.2 **Confidentiality.** [Intentionally omitted]

8.3 **Force Majeure.** [Intentionally omitted]

8.4 **Assignment.** [Intentionally omitted]

8.5 **Notices.** [Intentionally omitted]

8.6 **Severability.** [Intentionally omitted]

8.7 **No Waiver.** [Intentionally omitted]

8.8 **Governing Law.** [Intentionally omitted]

8.9 **Prevailing Party.** [Intentionally omitted]

8.10 **Survival.** [Intentionally omitted]

8.11 **Entire Agreement; Amendment.** [Intentionally omitted]

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

OHIO DEPARTMENT MENTAL HEALTH & SERVICES

CAREFUSION SOLUTIONS, LLC

Notice Address:

Address: _____

City, State Zip: _____

Notice Address:

3750 Torrey View Court

San Diego, CA 92130

State of Incorporation: _____

State of Incorporation: Delaware

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Effective Date: _____

Exhibit A
List of Schedules

Product Line (if applicable)	Schedules
General	Equipment Rental Terms
General	Software Services
General	Third Party Software
Pyxis [®]	Implementation Terms
Pyxis	Support Terms

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

- 1. Definitions.** "Rental Equipment" means the integrated hardware and software Products that Customer is renting pursuant to a Customer Order.
- 2. Rental Term.** The "Rental Term" for Rental Equipment equals the time period that CareFusion leases Rental Equipment to Customer pursuant to the applicable Customer Agreement. Unless otherwise terminated pursuant to the terms of the State Term Schedule, the initial Rental Term for Rental Equipment will begin on the Term Begin Date stated in the applicable Implementation Timeline and will continue for the number of months stated in the applicable Customer Agreement, provided that, if there is no Term Begin Date in an Implementation Timeline, then the Term Begin Date will be the first day of the month following the date such Rental Equipment is Accepted. Unless the Parties enter into an Amendment to extend the Rental Term ("Term Extension Amendment") or an Amendment to purchase the Rental Equipment pursuant to a Customer Order Attachment agreed upon by the Parties under a Customer Order ("Purchase Amendment") at least sixty (60) days prior to the end of the initial Rental Term, the Rental Term will terminate effective as of the first day of the month following the initial Rental Term.

If Customer enters into a Term Extension Amendment, then the Rental Term under the Amendment will continue on a month-to-month basis ("Extended Term") at the applicable Rental Fee stated in the State Term Schedule. Either Party may terminate the Extended Term upon thirty (30) days' prior written notice. If Customer enters into a Purchase Amendment, then the Rental Term will terminate effective as of the date set forth therein.

- 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, except as provided below. 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. Notwithstanding the above, Customer's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments under any Customer Agreement, then (i) such Customer Agreement will terminate, including Customer's payment obligations thereunder, effective as of the date such funding expires; and (ii) Customer shall return such Equipment to CareFusion, subject to Section 2.8 (*Non-Appropriation of Funds*) and Section 3.7 (*Termination*) of the State Term Schedule.

- 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) maintain insurance throughout the Rental Term general liability insurance (via self-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.

- 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 which will not be unreasonably withheld. Customer will allow only competent and duly qualified personnel to operate Rental Equipment. Customer will keep Rental Equipment in good condition and working order, and will allow CareFusion to make engineering changes and Software updates upon reasonable request. Customer will keep all Rental Equipment free and clear of all liens, adverse claims and encumbrances.

- 7. Return of Rental Equipment.** If Customer relinquishes possession of any Rental Equipment for any reason (including at the end of the Rental Term), then Customer will: (i) promptly remove all medications, data, and Customer property from such Rental Equipment without damaging such Rental Equipment; (ii) acknowledge receipt of any data device that CareFusion removes from Rental Equipment and tenders to Customer; and (iii) promptly and properly crate and ship Rental Equipment to CareFusion.

- 8. Assignment.** Notwithstanding the non-assignment language in the General Terms and Conditions of the Master Agreement, CareFusion may assign, transfer, grant a security interest in (if permitted by Ohio law), or sell some or all of CareFusion's right to receive payments under a Customer Agreement without Customer's consent, but with notice to Customer (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. Any such Assignment under this Section shall not release CareFusion from any of CareFusion's obligations under a Customer Agreement.

9. Termination by CareFusion for Cause. [Intentionally omitted]

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.

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. Notwithstanding anything to the contrary, Contractor agrees that it will permit the transfer of fully paid licenses in the event the State merges or consolidates state entities.

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 or deemed Accepted, and (ii) automatically renew for additional one (1)-year periods unless Customer notifies CareFusion in writing at least thirty (30) days prior to the annual renewal date.

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

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. Notwithstanding anything to the contrary, Contractor agrees that it will permit the transfer of fully paid licenses in the event the State merges or consolidates state entities.

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"). Unless otherwise terminated pursuant to Section 2.8 of the State Term Schedule for non-appropriation of funds, 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 or deemed Accepted, and (ii) will automatically renew for additional one (1)-year periods unless Customer informs CareFusion in writing at least thirty (30) days prior to the annual renewal date.

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

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

4.1. Enhancements. If, pursuant to CareFusion's maintenance support program, CareFusion generally releases an update to the Software to support the CareFusion Software Services in order to enhance the security or operation of the Software (each an "Enhancement"), then CareFusion will provide the appropriate CareFusion personnel and resources to update the Software. The

method of Enhancement delivery will be at the sole discretion of CareFusion. Enhancements will be Software pursuant to this Schedule and the applicable Customer Agreement. Customer will be responsible to ensure that the technical environment into which the Enhancement is delivered has sufficient resources and the Prerequisite Systems (defined below) to support the Enhancement.

4.2. Telephone-based Technical Support. CareFusion will provide telephone-based technical support to Customer during CareFusion's normal business hours.

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 such affiliates or related entities or facilities.

This Schedule governs Customer's access to and use of third party software or databases embedded into the Products or used in connection with the Products or Services, which are owned by a third party and licensed by CareFusion (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 that CareFusion is required to pass through to end users. In the event of any conflict between these pass-through 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, except for Customer's back-up or archival purposes, and as 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.

1.7 Liability Limitations. Customer is aware that CareFusion has received from Third Party the following pass through terms: Third Party has no liability for damages, whether direct, consequential, special, punitive, indirect or incidental, for anything related to Third Party Software. This limitation with respect to Third Party Software applies even if Third Party should have been aware of the possibility of damages. In no event will Third Party be liable for any amount in excess of two hundred fifty dollars (\$250.00). However, as between CareFusion and Customer, CareFusion expressly agrees that this limitation does not apply to indemnification obligations of CareFusion as set forth in Sections 7.4 (*Indemnity*) of the State Term Schedules and Section 4.2 (*Intellectual Property Indemnity*) of the Master Agreement, with regard to Third Party Software integrated into the Products.

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.

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

1. **Implementation Terms.** These implementation terms (the “Implementation Terms”), together with the Implementation Timeline attached to a Customer Agreement, describe the process, tasks, responsibilities, completion criteria and deliverables for the Pyxis Products implementation project (“Project”).
 - 1.1. **Overall Project.** The Project consists of the installation of the Pyxis Products at Customer’s site(s).
 - 1.2. **Project Resources.** CareFusion and Customer agree to provide qualified resources throughout the duration of the Project.
2. **Implementation Fees.** Implementation Fees set forth in the applicable Customer Agreement, if any, will be invoiced upon execution of the Customer Agreement by both Parties.
3. **Implementation Activities.** The Project will be completed in stages as set forth in each Implementation Timeline. If a Customer Agreement contains multiple product lines, then separate Implementation Timelines may be included for each product line, as necessary. CareFusion and Customer will complete any applicable technical, infrastructure, and workflow assessment (“Implementation Assessment”) at Customer’s site(s), providing the basis for the implementation activities set forth herein and in each Implementation Timeline (“Implementation Activities”). CareFusion and Customer shall use commercially reasonable efforts to complete the Implementation Activities on or before the applicable Completion Date(s) set forth in the Implementation Timeline(s).
4. **Medication Handling.** CareFusion employees and agents (“CareFusion Personnel”) shall not handle Customer’s medications. Customer must be physically present and capable of observing CareFusion Personnel during any implementation activity in which CareFusion Personnel have access to Customer’s medications. If Customer fails to do so, then CareFusion may re-schedule that activity and, upon invoice, Customer will reimburse CareFusion for expenses related to re-scheduling that activity.
5. **Term Begin Date.** The “Term Begin Date” is set forth in the Implementation Timeline. If the Customer Agreement is for the rental of Pyxis Products, then the Rental Term for each Pyxis Product shall begin on the Term Begin Date. If the Customer Agreement is for the purchase of Pyxis Products, then Customer shall pay the Net Purchase Price for each Pyxis Product within thirty (30) days of the Term Begin Date. If, due to the sole fault of CareFusion, a Pyxis Product is not Accepted 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 Customer 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.

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 receipt of all properly executed contract documents from Customer prior to the Completion Date for Stage 1 and the provision of adequate Customer resources as outlined herein.

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

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

perform onsite service. Within 72 hours of completion of any onsite service, Customer will test the connections between the Pyxis Product and Customer's information system.

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

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

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

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

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

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

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

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

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

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

- (d) **Standard Interfaces.** CareFusion will provide scheduled Interface changes, upgrades, and conversions to standard ADT and billing Interfaces for pharmacy and materials management, as well as profile Interfaces for pharmacies where the Pyxis Profile system is in place and replenishment interfaces outbound only for materials management (“Interface Changes”), subject to the following conditions: (i) Interface Changes consist only of adding features and/or functionality to the standard Interfaces; (ii) CareFusion will implement such Interface Changes either remotely or on-site, in its sole discretion, (iii) host conversion Interface Changes will be provided at no additional charge during the Support Term, and (iv) Interface Change conversion assistance to accommodate migrations to new host environments will be provided at no charge during the Support Term; additional interface conversion assistance can be provided as requested by Customer at then-current prices, 24/7 with the exception of federal holidays recognized by CareFusion, less applicable discounts.

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

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

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

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

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

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

- (a) **Advanced Support Activities.** CareFusion will provide the Support activities set forth in Section 11.2 Advanced Support Plan, CareFusion Obligations, items (a) through (f).
- (b) **Customized Performance Reporting.** CareFusion will provide a quarterly report of Customer’s service call activity, TSC cases and performance related to applicable response time or Uptime guarantees within fifteen (15) business days after each calendar quarter during the Support Term.

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

13. Exclusions and Limitations.

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

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

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

13.4 Limitation on Support and Maintenance Activities. Notwithstanding any other provision to the contrary set forth herein, CareFusion shall provide Support and maintenance for the Pyxis Products only with respect to the two (2) most recent Upgrades of the Software.

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

14. Additional Support Terms.

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

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

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

Uptime will be calculated as follows:

$$\text{Uptime} = ((\text{Total \# of devices at a site} * 24 \text{ hrs per day} * \text{\# days in month}) - (\text{Total \# of Service Case Hours in the month for that site})) / (\text{Total \# of devices at a site} * 24 \text{ hrs per day} * \text{\# days in month}).$$

“Service Case Hours” means the total number of hours required to resolve a reported issue for a Pyxis Product, from the time a case is opened by the TSC until it is closed.

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

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

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

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

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

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

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

10020 Pacific Mesa Blvd
(Address)

San Diego, CA 92121
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

TelVantage Enterprises, LLC
(Name)

2710 Del Prado Blvd S #106, Cape Coral, FL 33904
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

10020 Pacific Mesa Blvd
(Address)

San Diego, CA 92121
(City, State, Zip)

And at customer sites identified in Contract:

Ohio Department Mental Health & Addiction Services
30 E Broad St.
Columbus, OH 43215

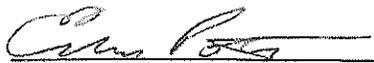
Northwest Psychiatric Hospital
930 S. Detroit Ave
Toledo, OH 43614

Heartland Behavioral Healthcare
3000 Erie St. S
Massillon, OH 44646

Twin Valley Behavioral Healthcare
2200 W Broad St.
Columbus, OH 43223

Northcoast Behavioral Healthcare
1756 Sagamore Rd.
Northfield, OH 44067

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: 
Contractor

Print Name: Edward Potts

Title: Manager – Field Support

Date: December 18, 2013

Onsite billable services shown below are per person, per hour with a 4 hour minimum during normal business hours and do not include travel and expenses. Normal business hours are Monday through Friday, 8am – 5pm local time. Overtime (1.5x) and weekend/holiday (2x) rates apply for services provided outside normal business hours.

Time and material rates do not include support by the Technical Support Center (TSC), Remote Support Services (RSS), software maintenance/patches, and preventative maintenance (PM). **Labor rates noted are estimates only; for an official price quote, please contact your local field representative.** Note that GPO and volume discounts do not apply to Time and Material rates.

	Service Description	Labor rate* (per person, per hour, 4 hour minimum)
Integration Services (labor only)		Integration Engineer
Interface modifications (not covered by interface product codes) <ul style="list-style-type: none"> • Includes conversions and upgrades • ADT, Billing, Profile, MM[†] 	Interface changes and non-standard requests	\$200
Operation services		Field Service Technician/Analyst
Unit relocations within health systems (within 100 miles) (an assessment and quote for each move will be made in advance to determine the applicable fees)	<i>Basic Move.</i> Relocation of 5 units or less, in the same building, by Field Service Technician (FST)	\$165
	<i>Project Move.</i> Relocation of units that requires Analyst or Integration engineer assistance.	\$200
System communications upgrade to network (i.e., IP address changes)	IP address changes, name changes, etc.	\$200
Standard repair	For customers without a service agreement, standard repair of equipment	\$165
Damaged equipment	Repair for damaged equipment due to abuse, floods, and accidental spillage, equipment damage during relocation by customer, other external causes	\$165
Consumables	Charge for paper, toner, and other consumable items	Then-current list price
Replacement parts	Parts required for repair or replacement	Then-current list price
Drawer labor services	Fee for moving drawers post-EC. (not including travel)	\$165 ^{††}
Drawer installation services	Flat fee for drawers installed post-EC. (includes travel)	\$100 per drawer
In-services: alternate site		Analyst
New staff training	System Manager in-service Prerequisite(s): Product area for system manager in-service must be pre-identified prior to scheduling of service. System manager must complete web-based training on specified product area prior to delivery of in-service service.	\$200
	Super User Nurse in-service Prerequisite(s): Product area for super user nurse in-service must be pre-identified prior to scheduling of service. In-service will be limited to no more than 6 nurses who will be considered super user or "train the trainers" for their facility.	\$200

*Rates are subject to change without notice. Labor rates do not include Travel and Expenses and will be billed at actual cost.

[†]MM interface changes do not include EDI to wholesaler. The standard MM interface consists of ADT and Billing interface(s).

^{††} No minimum 4 hour fee, (CFN provides a sixty day grace period following the EC date for a one-time drawer reconfiguration at no additional charge to the customer.)

Recommended Preventative Maintenance (PM) Schedule For Pyxis® technologies

Recommended* PM intervals are listed below for the following product groups.

Product Group	PM Interval (Months)
Pyxis® Anesthesia system	12
Pyxis C ^{II} Safe™ system	12
Pyxis Consultant	24
Pyxis® DuoStation	12
Pyxis MedStation™ 2000 system	12
Pyxis MedStation™ 3000 system	12
Pyxis MedStation™ 3500 system	12
Pyxis MedStation™ 4000 system	12
Pyxis MedStation™ ES	12
Pyxis PAR _x ® system	24
Pyxis® Connect	24
Pyxis SpecialtyStation™ system	12
Pyxis® Remote Manager	12
Pyxis ScrubStation® system	12
Pyxis Security Module	24
Pyxis SupplyStation® system	24
Auxiliary units	12

*Preventative maintenance intervals are subject to change without notice.

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BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the Ohio Department of Mental Health and Addiction Services ("Department", "Covered Entity") will make available and/or transfer to CareFusion Solutions, LLC together with its subsidiaries and related legal entities ("Business Associate") confidential, personally identifiable health information in conjunction with the performance of one or more service agreements the parties have entered into, or will enter into and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFR §§ 164.308; 164.314] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], as it has been amended, and the terms of this Business Associate Agreement, ("Agreement"), or more stringent provisions of the law of the State of Ohio;

and

WHEREAS, this Agreement applies to all agreements between Covered Entity and Business Associate, pursuant to which PHI is provided by Covered Entity to Business Associate (the "Underlying Agreement(s)"). As of the Effective Date of this Agreement, this Agreement automatically extends to and amends all existing Underlying Agreements between Covered Entity and Business Associate involving the use or disclosure of PHI;

NOW THEREFORE, the parties agree as follows:

1. **Protected Health Information** ("PHI") means individually identifiable information created, received, maintained or transmitted from or on behalf of Department and relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 160.103, and any amendments thereto.

Unsecured PHI is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals according to the technologies or methodologies specified by the Director of the U.S. Department of Health and Human Services.

The following terms used herein shall have the same meaning as those terms are defined in the privacy, security, breach notification, and enforcement rules at 45 CFR Parts 160 and 164 (HIPAA rules), as they may be amended: Business Associate; Covered Entity; breach; data aggregation; designated record set; disclosure; minimum necessary; Notice of Privacy Practices; required by law; security incident; subcontractor; use. Other terms defined in the HIPAA rules, as they may be amended, shall also be so defined if used herein.

2. Department shall provide to Business Associate in writing any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, maintain, transmit, use or disclose PHI except as required by law, as otherwise expressly permitted in writing by Department, or as follows:
 - a. To perform functions, activities, or services for, or on behalf of, Department pursuant to an Underlying Agreement;
 - b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - Person agrees to notify Business Associate of any breaches of confidentiality;
 - c. If the Underlying Agreements permit Business Associate to provide data aggregation services, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B). If Business Associate provides data aggregation services to Covered Entity, then Business Associate may de-identify PHI pursuant to 45 CFR Section 164.514 in order to provide data aggregation services to Covered Entity.

Business Associate agrees that it shall not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Department, except for the specific uses and disclosures enumerated in paragraph 3.b. above.

4. Business Associate agrees that it will not request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
5. **Business Associate Safeguards.** The Business Associate will use appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall implement the administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of the Department. The Business Associate will use all appropriate safeguards under 45 CFR 164 Subpart C including those identified as addressable. The Business Associate will comply with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. With regard to electronic PHI not covered by the Guidance published at 74 FR 19006, the Business Associate will protect electronic PHI at rest and in transit through encryption that complies with State of Ohio IT Standard, ITS-SEC-01 Data Encryption and Cryptography.
6. Business Associate agrees that it shall report to Department, in writing and within five (5) business days of discovery, any unauthorized uses/disclosures of unsecured PHI and any security incident resulting in the loss or disclosure of PHI of which it becomes aware. Reports of unauthorized access, use or disclosure of unsecured

PHI shall include a description of the information and identification of affected individuals whose PHI has been or is reasonably believed to have been accessed, used, disclosed or lost. At the request of Department, Business Associate shall identify: the date of any security incident, the scope of the security incident, Business Associate's response to the security incident and the identification of the party responsible for causing the security incident, if known. Business Associate shall take all reasonable steps to mitigate the potentially harmful effects of all privacy and security breaches.

7. Business Associate shall ensure that all of its subcontractors and agents having access to PHI provided by or on behalf of Covered Entity are bound, in writing, by the same restrictions and obligations that apply to Business Associate with respect to such information contained herein, including but not limited to the obligation to implement reasonable and appropriate safeguards to protect the information, whenever PHI disclosed by Covered Entity is made accessible to such subcontractors or agents. .
8. To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall make all PHI and related information in a designated record set in its possession available as follows:
 - a. To the individual or his/her personal representative and to the Department, to the extent necessary to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524;
 - b. To the individual or his/her personal representative and to the Department, to the extent necessary to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528.
 - c. To Department, as necessary to fulfill Department's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed in writing by Department, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.
9. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information created, received, maintained, transmitted from or on behalf of Department available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy and security regulations, and any amendments thereto.
10. Any non-compliance by Business Associate with the terms of this Agreement or the privacy and security regulations shall be a breach of this Agreement if Business Associate knew of the breach and failed to take steps to cure the non-compliance within the reasonable time specified by Department. Business Associate agrees that Department has the right to immediately terminate this Agreement and seek relief, if Department determines that Business Associate has violated a material term of the Agreement.

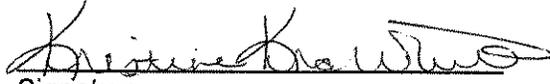
San Diego, CA 92130

17. The Effective Date of the Agreement shall be February 7, 2014.

COVERED ENTITY

BUSINESS ASSOCIATE:

Signature



Signature

Printed Name

Printed Name
Kristine Kramer White
Customer Administration Mgr

Title

Title

Date

Date
3/6/14