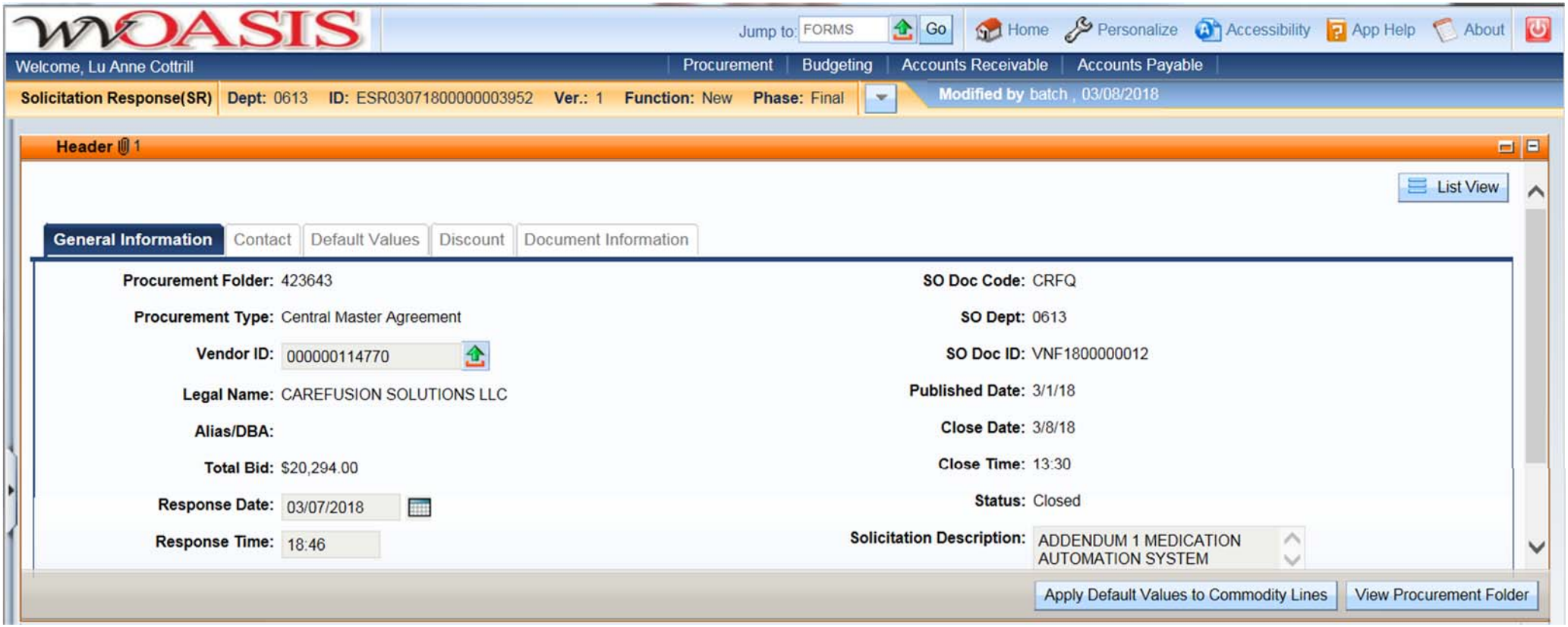
The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.


wvOASIS
Jump to: FORMS Go
Home
Personalize
Accessibility
App Help
About
Welcome, Lu Anne Cottrill
Procurement
Budgeting
Accounts Receivable
Accounts Payable
Solicitation Response(SR) Dept: 0613 ID: ESR03071800000003952 Ver.: 1 Function: New Phase: Final
Modified by batch , 03/08/2018
Header 1
List View
General Information
Contact
Default Values
Discount
Document Information
Procurement Folder: 423643
Procurement Type: Central Master Agreement
Vendor ID: 000000114770
Legal Name: CAREFUSION SOLUTIONS LLC
Alias/DBA:
Total Bid: $20,294.00
Response Date: 03/07/2018
Response Time: 18:46
SO Doc Code: CRFQ
SO Dept: 0613
SO Doc ID: VNF1800000012
Published Date: 3/1/18
Close Date: 3/8/18
Close Time: 13:30
Status: Closed
Solicitation Description: ADDENDUM 1 MEDICATION AUTOMATION SYSTEM
Apply Default Values to Commodity Lines
View Procurement Folder

Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 423643

Solicitation Description : ADDENDUM 1 MEDICATION AUTOMATION SYSTEM

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-03-08 13:30:00	SR 0613 ESR03071800000003952	1

VENDOR

000000114770

CAREFUSION SOLUTIONS LLC

Solicitation Number: CRFQ 0613 VNF1800000012

Total Bid : $20,294.00 **Response Date:** 2018-03-07 **Response Time:** 18:46:41

Comments: Our discount is already factored into our pricing structure. You will notice we have provided a 25% discount on our quote located at the top right corner which is in our packet of materials submitted. You also had access to federal pricing which reduced the list price for the equipment.

FOR INFORMATION CONTACT THE BUYER

Crystal Rink

(304) 558-2402
crystal.g.rink@wv.gov

Signature on File **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	MEDICATION AUTOMATION SYSTEM/MAIN 6 DRAWER	4.00000	EA	$868.000000	$3,472.00

Comm Code	Manufacturer	Specification	Model #
42192602			

Extended Description : PRICING TO INCLUDE DESKTOP COMPUTER AND TOWER

Comments: The Med ES system includes the following items: 6 Drawer Main, 4 Door Tower, Remote Manager, and Medication Label Module

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	AUXILLARY 7 DRAWER MEDSTATION	4.00000	EA	$590.000000	$2,360.00

Comm Code	Manufacturer	Specification	Model #
42192602			

Extended Description : Please see attached specs for more details

Comments: This is pricing for our 7 Drawer Auxiliary unit for drug storage

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	NARCOTIC CII DRUG SAFE	1.00000	EA	$674.000000	$674.00

Comm Code	Manufacturer	Specification	Model #
42192602			

Extended Description : Please see attached specs for more details

Comments: This is pricing for the CII Safe which is a secure storage unit for Controlled Substances

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	SERVICE AND SUPPORT-MONTHLY	12.00000	EA	$1,049.000000	$12,588.00

Comm Code	Manufacturer	Specification	Model #
42192602			

Extended Description : please see attached specs for more details

Comments: This is a monthly total for the systems support costs.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	LICENSING FEES	1.00000	EA	$480.000000	$480.00

Comm Code	Manufacturer	Specification	Model #
42192602			

Extended Description : please see attached specs for more details

Comments: This is pricing for our Med ES Link License

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	CONNECTIVITY FEES	1.00000	EA	$720.000000	$720.00

Comm Code	Manufacturer	Specification	Model #
42192602			

Extended Description : please see attached specs for more details

Comments: This is pricing for our connectivity fees which include the following items: ES Server, CCE, Dell 630, and User/Formulary MAnagement



State of West Virginia
Request for Quotation
Medication Automation System

Prepared for:
WV Veterans Nursing Facility
Attn: Crystal Rink
Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

Submitted on March 8, 2018

Brian Yeager
Account Executive
304.216.3505
Brian.Yeager@bd.com

Expires on May 7, 2018

Advancing the world of health

Table of Contents

Executive Summary

When medication data exists in disparate, isolated systems, it creates information and process gaps that result in time consuming hand-offs and manual work-arounds that take the focus off patients, introduce the risk of error, and lead to inefficiencies in workflow. Lack of visibility into the entire medication use processes makes it difficult for organizations like yours to not only improve your patients' experience, but also increase efficiencies and reduce costs wherever possible.

These visibility gaps throughout the process can result in medication errors and lead to increased risks for your organization. Manual processes open the door to potential diversion, inflating your costs and exposing you to serious risk, potential fines, or even suspensions. Most importantly, if patients aren't getting needed meds in a timely fashion, it can impact their safety and satisfaction.

With BD's Pyxis MedStation™ ES, nurses will be able to review a patient's orders, queue the meds, and know exactly where to go to get the medications. With BD's one platform, new orders, compounded medications, and patient-specific medications are scanned upon departure from the pharmacy, both pharmacy and nursing can see where medications are in transport so time is not wasted searching for them.

Pyxis™ Medication Dispensing Solutions

Pyxis MedStation™ ES system

The Pyxis MedStation™ ES system is an automated medication dispensing system supporting decentralized medication management. Designed to address the changing landscape of healthcare, the system helps clinicians dispense medications in a safe, efficient way and provides enterprise-ready integration capabilities previously not seen in other medication management systems. Our patient-centric, intuitive workflow helps provide more time for patient care.

Key features of the Pyxis MedStation™ ES system are: Enterprise-wide integration exceeds the needs of advanced healthcare enterprise information technology departments. Providing true integration with hospital information systems, enterprise-wide integration helps support every stage of growth along a health system's long term strategic plan.

- Manage one user database. Sophisticated Active Directory capabilities allow centralized user management for the entire health system or single hospital. Pharmacy no longer needs to manage lost passwords, employee terminations, or new hires in the Pyxis™ Enterprise Server.
- Manage one formulary through true integration with the Pharmacy Information System (PIS).
- Manage less hardware with flexible and scalable deployment options. Software-only and VMware ready configurations, as well as server farm integration, are standard capabilities.
- Web-based accessibility to the system allows management of the system from any hospital computer.

Simple, safe workflows focused on the patient help to guide pharmacy and nursing to the information they need, increasing clinical and operational efficiencies and simplifying the caregiving process.

- The Pyxis MedStation™ ES system workflows were completely redesigned to be completely patient-centric, moving away from a task-based workflow to one that starts with the patient. The result is safer and more efficient workflows for the clinical team.

- Take fewer steps to accomplish tasks. The new ‘Remove’ workflow is quicker than ever – 4 steps in 5 seconds and the nurse has the medication for the patient at the time due.

- New safety enhancements make it easy for the users to identify or help avoid potential errors. For example, patients with the same last name are easily identified in the system that enables clinicians to see they are on the correct patient profile.

- The new workflows allow the nurse to access patient and medication information without leaving the workflow. Keeping information in one place helps nurses get the information they need, more easily than ever before.

Drawer Configurations

Several device formats are available to meet the needs of different sites with different capacity requirements. The Pyxis MedStation™ six drawer main units can be configured to securely limit access to up to 360 different medication line items. Seven drawer auxiliary units can be attached to each unit and can be configured to securely limit access to up to 420 different medication line items. Combined, the two cabinets can provide a total of 780 different medication line items that are available on one nursing unit. The number of different medication line items that can be stored in a tower unit is dependent on the configuration (2, 4 or 8 door and number of bins stored behind each door).

Drawers on the Station can be configured to meet the need for that particular hospital care area. Pyxis MedStation™ system has several drawer options that can be selected. Station drawers can be easily configured to meet hospital needs. The following configurable drawer types are available:

- MiniDrawers
- CUBIE™ Drawers
- Matrix Drawer
- Bin trays are available in various sizes for medication storage in tower units

Unique to BD, our CUBIE™ pockets provide a high level of security, single med access to only one medication during the remove and refill process and can be rapidly and easily reconfigured by customers. The CUBIE™ drawer technology increases efficiencies and medication safety by facilitating secure transport of medications to and from the Pyxis MedStation™ cabinet and Pharmacy. The pockets are available are in several sizes and can be exchanged to accommodate changing storage needs and seasonal formulary changes. The unique and differentiating feature of the CUBIE™ drawer is the ability to "Increase Capacity" while also "Increasing Security." In all other fixed pocket industry offerings, capacity decreases with increased security.

MiniDrawers help to increase patient safety and improve quality of patient care, offering tremendous flexibility in terms of balancing capacity and control by operating in three modes, offering two tray sizes and multiple pocket configurations.

The single-wide MiniDrawer offers a narrow tray design that is suitable for dispensing unit dose tablets and medications with smaller packaging. The triple wide design of the MiniDrawer trays can accommodate syringes, larger quantities of medication and larger package sizes. The trays are detachable making customization and reconfiguration simple.

- Single-dose mode provides maximum control helping to reduce chances of dispensing errors, deliver the highest level of security and eliminate counting for nurses. In single-dose mode, the MiniDrawer tray steps out one pocket at a time so that only one dose is dispensed; never exposing more than one dose.

- Multi-dose mode helps reduce chances of dispensing errors and ensure the availability of a medication by giving nurses access to multiple doses of the same medication, but not all doses. In Multi-dose mode, a MiniDrawer tray with larger pockets is used so that multiple doses of a medication can be placed in each pocket. When a pocket is emptied, the tray steps out to the next pocket.

- Matrix mode helps ensure availability of medications by maximizing MiniDrawer line item capacity. In matrix mode, the MiniDrawer tray steps out completely enabling the user to access all pockets.

Single-Dose Mode

Multi-Dose Mode

Matrix Mode

Matrix Drawers
The Matrix drawer is ideal for low cost, bulky items, which require minimal control. Because some items may take up more than one pocket (based on size and desired quantity), a matrix drawer will typically hold 30 to 40 line items.

- Flexible Matrix can be used to store floor stock or those items requiring less control.
- Bin Drawer works well for large items, such as 1-liter IV bags. (IV bags can also be managed in the 4-door Large Auxiliary.)
- Plastic Bins are sturdy, semi-flexible, plastic bins used in the Large Auxiliary to separate and manage supplies-the Large Auxiliary can contain up to twelve shelves. Special dividers are available which subdivide the plastic bins into several pockets. Plastic Bins are all the same height and depth and are available in five widths to fit your needs. They are good for managing IV bags, sets, and other small-to-medium sized items.

Matrix drawer

Bin Matrix drawer

Pyxis™ ES Link Queue & Waste Module

Pyxis™ ES Link Queue & Waste module enhances medication safety by allowing nurses to prepare for the medication removal process in a quiet area away from the busy med room. Nurses can access the Pyxis™ ES Link Queue & Waste module application at the time it is relevant to review and queue medications at the patient's bedside while performing patient assessments. Pyxis™ ES Link Queue & Waste module streamlines medication removal at the Pyxis MedStation™ ES system by providing the ability for nurses to queue medications for removal so they will be pre-selected and ready for removal when accessing the patient's profile at the Pyxis MedStation™ ES system. In addition, the Pyxis™ ES Link Queue & Waste module application allows the nurse to document all waste activities remotely, including those requiring a witness, and eliminate trips back to the med room.

Pyxis™ SMART Remote Manager

Pyxis™ SMART Remote Manager provides controlled access, monitors internal storage temperatures of refrigerators, provides a warning when temperatures fall outside of user-defined limits, electronically archives transaction and temperature data and generates reports necessary for regulatory compliance, inventory management and billing. Pyxis™ SMART Remote Manager includes an electronic locking latch that can be installed on many commercially available refrigerators.

Conclusion

BD is the only company that brings an enterprise system approach to the entire inventory workflow from the hospital pharmacy to the patient bedside that reduces waste, reduces cost, and ultimately protects the patient.

BD's flexibility, cost effectiveness, scalability, and security provide opportunities for improved safety and dramatic cost savings for your health system.

By partnering with a proven market leader for all meds, you have ensured that your nurses are able to spend their time at the bedside focusing on the patient rather than reconciling data across systems—improving medication safety and increasing efficiency. This combination of function and value has been a winning formula for BD, our 49,000+ employees, and customers. BD welcomes the opportunity to continue our partnership with State of West Virginia to provide and implement our successful dispensing solutions for your health system.

Section 1
Response to RFQ

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Please review BD/CareFusion's standard terms and conditions in the attached Master Agreement. BD/CareFusion has reviewed the State of West Virginia (Veterans Nursing Facility) terms and conditions throughout this document. However, if BD/CareFusion is awarded the RFP, the pricing presupposes acceptance and integration (or commercially reasonable negotiation toward integration and acceptance) of BD/CareFusion's Master Agreement. By submitting this RFP, BD/CareFusion is not agreeing to the terms provided in State of West Virginia (Veterans Nursing Facility) terms and conditions without such commercially reasonable negotiations and integration.

General Terms and Conditions

Please review BD/CareFusion's standard terms and conditions in the attached Master Agreement. BD/CareFusion has reviewed the State of West Virginia (Veterans Nursing Facility) terms and conditions throughout this document. However, if BD/CareFusion is awarded the RFP, the pricing presupposes acceptance and integration (or commercially reasonable negotiation toward integration and acceptance) of BD/CareFusion's Master Agreement. By submitting this RFP, BD/CareFusion is not agreeing to the terms provided in State of West Virginia (Veterans Nursing Facility) terms and conditions without such commercially reasonable negotiations and integration.

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Nursing Facility to establish a contract for the Lease of Medication Automation System.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item" means Medication Automation System/Main 6 Draw Unit.

2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 "ADC" means Automatic Dispensing Cabinet

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Medication Automation System /Main 6 Draw Unit with Desktop Computer and Tower

3.1.1.1 System management shall be available via a web-based application. Users shall be able to access the system at the same time. Software shall be installed on each computer that will access the server.

Meets requirement. The BD Pyxis™ ES System is an enterprise-ready, scalable, web–accessible platform specifically designed to improve medication management across the continuum of care. It is comprised of the industry leading BD Pyxis™ Enterprise Server, BD Pyxis™ MedStation™ ES system, and ancillary software solutions designed to help improve medication safety, streamline standardization efforts and reduce costs.

3.1.1.2 System shall allow management of users for all facilities from one database. Users must be assigned different privileges from one system.

Meets requirement. Manage one user database with BD's robust Active Directory integration capabilities that allow centralized user management for the entire health system or single hospital. Pharmacy no longer needs to manage lost passwords, employee terminations, or new hire user accounts in the BD Pyxis™ system. IT focuses on user identities; Pharmacy focuses on user permissions and access.

3.1.1.3 System shall allow definition of user roles for all facilities from one database. System must describe the configurability of user roles.

Meets requirement. System configurations can be managed at the health system or site level depending on permissions granted by site and areas. The BD Pyxis™ Enterprise Server enables standardization, while supporting flexibility, throughout facilities and health systems to create greater, centralized management of formulary items, user permissions and other configurable system details. Unmatched user role configurability enables stronger role definition helping to drive efficiency and medication safety. The system can be configured to enforce user roles and access per customer requirements.

3.1.1.4 System must allow new and terminated user to be managed through the IT user management system (i.e. integration with Active directory). They system shall support multiple active directory connections across a health system.

Meets requirement. Manage one user database with BD's robust Active Directory integration capabilities that allow centralized user management for the entire health system or single hospital. IT manages workflow such as lost passwords, employee terminations, or new hire user accounts in the BD Pyxis™ system. IT focuses on user identities; Pharmacy focuses on user permissions and access.

3.1.1.5 The system must allow management of one formulary for all facilities from one database. Formularies must be configured by each facility.

Meets requirement. Manage one formulary through true integration with the Pharmacy Information System (PIS), streamlining formulary management within and across healthcare facilities.
The BD Pyxis™ Enterprise Server enables standardization throughout facilities and health systems creating greater, centralized of user permissions. Unmatched user role configurability enables stronger role definition helping to drive efficiency and medication safety.

3.1.1.6 The formulary must be built out so that the interface with FRAMEWORKS must know what drug to use. There must be an equivalency table so that FRAMEWORKS must receive dose information (i.e. 1 tablet=325mg).

Meets Requirement. The CCE utilizes state of the art technology providing integration with many hospital systems such as, but not limited to, Patient Information for perpetual census, ADT, Pharmacy, Materials Management and outside vendors for restocking, Operating Room Information Systems for all facets of procedure management, and Financial systems for patient charging.

With 10,000 plus interfaces installed, BD has integrated with over 300 major vendor and proprietary systems. At BD, we are committed to responding to our customers changing needs and respond to this by developing new interfaces. We also recognize that each health care facility is unique and will work with your hospital's Information Technology (IT) department to optimize all of your information transfer needs.

BD prefers HL7 messaging and supports version 2.2-2.7.

3.1.1.7 The system shall be able to receive automated formulary updates from FRAMEWORKS. The pharmacy must have the ability to review these updates prior to acceptance by the system.

Meets Requirement. The approval queue lists all the formulary items that were added to or deleted from the pharmacy information system (PIS) for each facility. Authorized users can approve, reject, or ignore each item that appears in the queue.

3.1.1.8 The system shall allow barcodes to be associated in the system one time for all facilities.

Meets Requirement

3.1.1.9 The system must track any medication removal that varies from the ordered dose and undocumented wastes outstanding.

Meets requirement. Undocumented Waste allows for the tracking of any medication removal that is greater than the ordered dose and allows for the configuration of a notification upon log in if the user has Undocumented Wastes outstanding.

A formulary configuration defines when undocumented waste is tracked for resolution. To resolve undocumented waste, the user must enter a waste amount matching the expected system amount or any amount up to the expected waste amount, including “0”, if indicating that a greater amount than expected was used. If less than the expected amount is entered, the user is prompted to enter a reason and this will be documented for reporting purposes.

3.1.1.10 The User interface shall provide visual cues for patients with the same last name.

Meets Requirement. The BD Pyxis™ ES system workflows have the capability to expand patient information, including additional identifiers when needed without the need to exit the screen. The system will also alert the user of any patients with the same last names by highlighting those instances in orange font with an icon.

3.1.1.11 Pharmacist must be able to filter the inventory process to only the pockets in which the controlled flag is on for the medication.

Meets Requirement. pharmacy and those with permissions can filter by Med Class, by drawer/door or by Controlled Med. In addition, the Accessed Controlled inventory feature helps to reduce the amount of time it takes for clinicians to perform controlled substance reconciliation since the Accessed Inventory function filters the controlled substance inventory process to inventory only the pockets that have been accessed since the last inventory count was performed.

3.1.1.12 A barcode scanner that can read optional formats must be provided standard with your solution.

Meets Requirement. The barcode scanner included in the Pyxis™ MedStation ES system is an Omni-directional 1D/2D LED (non-laser) scanner with digital camera.

3.1.1.13 They system shall recognize National Drug Codes.

Meets Requirement. The system can identify scanned medications using National Drug Code (NDC) numbers when using the barcode scanning feature.

3.1.1.14 Pharmacist shall have the option to enforce scanning of medications when refilling and loading.

Meets Requirement. Use of scanning functions on Refill & Load, Return and Remove can also help to appropriately manage medication inventory. When Scan on Refill and Load is activated at a station, users must scan the medication identifier barcode for the medication being refilled or loaded.

3.1.1.15 The system shall prompt descriptive data at the remove, waste return and inventory functions.

Meets Requirement. The BD Pyxis ES System will prompt the user to enter specific information on certain workflows as configured at the BD Pyxis Enterprise Server. For example, on remove, a Clinical Data Category (CDC) can be configured to require the nurse to enter a pain score.

3.1.1.16 Override medications report shall be presented as a filtered list to the user (i.e. only override medication that match search criteria) for selection.

Meets Requirement. Once the user begins to key in the first three characters, the system will begin to present a list with the medications that contain the characters entered.

3.1.1.17 Nurses shall be alerted when they are attempting to remove medications at the wrong time.

Meets Requirement. The Too Close warning is configurable at the BD Pyxis™ Enterprise Server.

3.1.1.18 The System shall have the ability to print to a network printer form both the server and station.

Meets Requirement. BD Pyxis™ Enterprise Server Reporting outputs can be printed to a network printer or configured to save to a network drive. BD Pyxis™ ES system device-level reports can print from the device or to a network printer.

3.1.1.19 The system shall allow users to use a touch screen, keyboard and touchpad for navigation. The cleaning protocol shall be included for each of these.

Meets Requirement. The BD Pyxis™ MedStation™ ES has an enhanced, easy-to-use high-reliability LCD with 4:3 aspect ratio touchscreen and USB keyboard which included 101 keys, a tactile elastomer cover and silent, tactile feedback keys. The user interface provides patient-centric workflows that help increase medication safety and efficiency.

With the keyboard cover on the BD Pyxis™ MedStation™ ES system, users can easily clean the surface with any cleaning products the facility prefers.

3.1.1.20 The system shall inform the user when removing a medication greater or less than the ordered quantity.

Meets Requirement. The BD Pyxis™ MedStation™ system enables the users to decrement the medication amount dispensed. In order to remove a medication greater than the ordered quantity, users with the appropriate user permissions may override the order. Additionally, the following features may be configured:

- Clinical Data Categories may be configured by formulary item to provide warnings to the user as to certain conditions to assess prior to administration, assisting in assuring correct dose is administered.
- Undocumented Waste feature tracks medication removals greater than the ordered dose and can be configured to notify the user upon login of any outstanding Undocumented Waste.

Additionally, the nurse can ensure capture when a user administers a dose less than the ordered dose by assigning a Clinical Data Category to the transaction.

3.1.1.21 The brand and generic medication names must be available on the system. The system shall perform searches on both brand and generic medication names.

Meets Requirement. When the user performs a search, the system will search both brand and generic medication names. A search can be performed on either brand or generic medications.

3.1.1.22 The Nurse shall be able to narrow the profile list to the orders due during specified time frame. The system must show a snapshot of their patients and their medication administration schedules.

Meets Requirement. BD Pyxis™ ES system devices supports a new patient centric workflow that helps clinicians accomplish their goal of getting the right medications they need for their patients, at the right time. On a profiled BD Pyxis™ MedStation™ ES device, for example, once a user selects their patient from the My Patients list, a list of the patient's medication will appear. The My Patients screen enables users a view of their patients and medication schedule summary.

3.1.2 MEDICATION AUTOMATION SYSTEM WITH AUXILLARY 7 DRAWER CABINET

3.1.2.1 The system shall provide individual securely locked pockets that restrict access to all medications except one. The individual securely locked pockets must come in various lengths, widths, and depths. The securely locked pockets must accommodate larger items such as IV bags, creams or ointments.

Meets Requirement. BD Pyxis™ CUBIE™ pockets from BD increase medication security by restricting access to only one medication at a time during the remove and refill process by having a locked lid only releasing when that specific drug is requested; higher security. BD Pyxis™ CUBIE™ drawers provide the highest security, flexibility, and capacity.

3.1.2.2 The locked pockets must be able to be reconfigured in a drawer by the customer.

Meets Requirement. BD Pyxis™ CUBIE™ drawers can be easily reconfigured by the customer or facility without additional cost or the assistance of the Automated Dispensing System vendor, offering optimal flexibility and cost efficiency for ever-changing medication management and hospital needs.

3.1.2.3 The system must have the ability to restrict access to only one medication at a time during the remove and refill process.

Meets Requirement. BD Pyxis™ CUBIE™ pockets from BD increase medication security by restricting access to only one medication at a time during the remove and refill process by having a locked lid only releasing when that specific drug is requested; higher security. BD Pyxis™ CUBIE™ drawers provide the highest security, flexibility, and capacity.

3.1.2.4 There shall be different drawer types offered in each machine.

Meets Requirement. BD Pyxis™ MedStation™ system is designed to meet the needs of specific locations within a facility. Multiple cabinet sizes and types are available and can be configured with several different kinds of drawers to meet medication security and storage requirements. All drawers are modular and interchangeable. Pocket sizes can be easily changed and configured to meet changes in formulary. This flexibility is very important, as nursing unit's security and storage needs change in accordance with the patient population. The following configurable drawer types are available:

- MiniDrawers
- BD Pyxis™ CUBIE™ Drawers
- Matrix Drawer
- Bin trays are available in various sizes for medication storage in tower units

3.1.2.5 The user must be able to stop conduction a station inventory mid- way through the process and then restart at the point the left off once they log back onto the station.

Meets Requirement. If you need to leave the area or someone needs to use the device, you can select “Suspend” to stop the inventory count. When you sign back in, select “Inventory Count”. A dialog box asks if you want to resume the inventory count. Select “Yes” to return to the screen where you left the inventory count.

3.1.2.6 There shall be different options available to choose from for the return bin setup. The return bins shall be able to accommodate bulky items (i.e. vials, syringes)

Meets Requirement. Users can return medications to an Internal return bin or to pocket, as configured at the BD Pyxis™ Enterprise Server for that item and user role. Scan on return is configurable with the BD Pyxis™ ES system to enforce appropriate workflows.

The BD Pyxis™ MedStation™ ES system is flexible and has many configuration options to accommodate customer needs and requirements.

All systems can be configured for an internal return bin available in the following sizes:

- Internal Return Bin (BD Pyxis™ Matrix Drawer) 10.5”(W) 5”(D) 4”(H)
- Internal Return Bin (BD Pyxis™ Carousel 8 Pocket) 7.6”(W) 6.1”(D) 3.7”(H)

If an external bin is needed, it can be ordered separately in either of the following sizes:

- Large External Return Bin 15.3”(W)10.5”(D)13.1”(H)
- Small External Return Bins 13.3”(W) 7.8”(D) 6.8”(H)

3.1.2.7 The system must be able to provide clinical information on medications and their use designed for the end-users.

Meets Requirement. The BD Pyxis™ Enterprise Server provides the ability for a customer to seamlessly interface with ADT and PIS system – the source of all clinical information. Order information as well as ADT information is displayed in a simple, streamlined user interface at the BD Pyxis MedStation ES for end-users to be able to quickly access the information they need to make clinical decisions.

In addition, custom notes can be added and configured to display upon remove to provide additional information about the medication and reminders about its use. For example, a formulary item can be configured to display a note that reminds the nurse to not crush the tablet or to not exceed a certain amount of a PRN.

3.1.2.8 The system must have a mechanism to trace any system changes, down to the user that made the change.

Meets Requirement. System Activity reports monitor and track system-wide activity of the BD Pyxis™ Enterprise Server. These reports determine what user information has been modified and by whom, and track system access. These reports help maintain both the security and consistency of the BD Pyxis™ Enterprise Server across the health system.

3.1.2.9 The server shall support software, WMWARE Ready or hardware + software deployment models.

Meets Requirement. We offer three options: software only, virtual machine, or turnkey with BD supplied hardware.

The BD Pyxis™ MedStation™ ES server can leverage existing virtual environments. BD can provide a VMware virtual machine to be imported or a virtual machine can be provided with prerequisites for installation. If you choose to have BD provide a virtual machine image (OVF), this VM is limited to a VMware ESXi server versions 4.x, 5.x, or 6.0.

3.1.3 NARCOTIC (CII) DRUG SAFE

3.1.3.1 Medication Automation System must come equipped with Drug Safe

Meets Requirement. The BD Pyxis CIISafe™ system complements our BD Pyxis™ MedStation™ technology, providing a fully automated and exceptionally accurate system for securing, tracking, and replenishing supplies of controlled substances. Real-time data helps to virtually eliminate manual recordkeeping, reduces the time and expense of meeting regulatory requirements, and helps make it easy to quickly spot discrepancies and signs of diversion.

3.1.4 Pharmacy Automation System

3.1.4.1 The system shall have a comprehensive management tool to provide stringent accountability for facility-wide controlled substance activity that integrates with the ADC.

Meets Requirement. The BD Pyxis CIISafe™ system supports compliance with strict state and federal audit guidelines. The system allows you to gain real-time audit capabilities, helping you control diversion and ensure staff compliance while meeting government reporting regulations. Comprehensive management tools provide stringent accountability for hospital-wide controlled substance activity and reduce the potential for medication errors.

3.1.4.2 The system shall automatically provide real-time ADC restocking information.

Meets Requirement. Transactions at the station to decrement/increment narcotic inventory are automatically sent from the BD Pyxis™ MedStation™ stations to the BD Pyxis CIISafe™ system. Customers are then able to access restocking information through the auto-restock feature. Additionally, max and min levels automatically print a refill report to the pharmacy once the min levels are reached.

3.1.4.3 The system shall provide alerts to help prevent ADC stock outs and critical lows.

Meets Requirement. Alerts are available through the ES server. Real time notification of Stock Outs, Stock Critical Lows (based on % of Min), and Medications At/Below Min. Configurable to notify with bulletins or reports.

3.1.4.4 The System shall instantaneously verify refill processes of the ADC.

Meets Requirement. The Compare Report automatically verifies the integrity of the BD Pyxis CIISafe™ system refill process by verifying that the right medication, in the right quantity, goes to the right system.

3.1.4.5 The ADC shall have touch screen capability.

Meets Requirement. The BD Pyxis CIISafe™ system has an enhanced, easy-to-use touchscreen.

3.1.4.6 The system shall provide an audit trail for unexpected door opening.

Meets Requirement. The BD Pyxis CIISafe™ system helps support compliance with strict state and federal guidelines. The system enables clinicians to gain real-time audit capabilities, helping control diversion and ensure staff compliance with government regulations.

BD helps improve the controlled substance inventory management process with audit trail that is created for unexpected door openings ensures thorough documentation of all door transactions including electronic and manual occurrences.

3.1.4.7 The system shall have diversion detection capabilities.

Meets Requirement. BD Pyxis CIISafe™ system narcotic vaults are physically designed to improve security and come with a variety of Diversion reports to assist the hospital in tracking and monitoring

trends across the hospital. BD Pyxis CIISafe™ system provides a Proactive diversion report which tracks user behavior with respect to number of doses administered by med to allow detection of potential diversion. The Compare report immediately shows any discrepancies with regards to controlled substance transactions handled through the system.

3.1.4.8 The system shall have diversion detection capabilities.

Meets Requirement. BD Pyxis CIISafe™ system narcotic vaults are physically designed to improve security and come with a variety of Diversion reports to assist the hospital in tracking and monitoring trends across the hospital. BD Pyxis CIISafe™ system provides a Proactive diversion report which tracks user behavior with respect to number of doses administered by med to allow detection of potential diversion. The Compare report immediately shows any discrepancies with regards to controlled substance transactions handled through the system.

3.1.4.9 WV Veterans Nursing Facility shall have the option to back up a DVD Drive.

Meets Requirement. Current backup option is shared to the hospitals network drive.

3.1.4.10 The System shall have a biometric identification option for logging in.

Meets Requirement. BD Pyxis CIISafe™ system supports biometric log in with BioID fingerprint identification system. Users are biometrically verified prior to being granted station access. This helps improve system security and meets regulatory requirements for positive identification.

3.1.4.11 The system must have the ability to quickly identify medications that have expired.

Meets Requirement. One of the key benefits of the BD Pyxis™ CIISafe™ system is the ability to manage the outdating and expirations of controlled substances. The Outdate tracking feature allows users to quickly understand what medications are set to expire and give them the option of moving them to a pending destruction bin.

3.1.4.12 There shall be a real-time inventory display of current levels by user-defined criteria.

Meets Requirement. BD Pyxis™ CIISafe™ system has global blind count option. Verify or blind count is configurable by formulary item for each location and can be configured to require count or confirmation of inventory amount during dispensing and inventory management processes.

3.1.4.13 The system shall provide a way to ensure that the right medication is in the right pocket.

Meets Requirement. The BD Pyxis™ ES system enables standardization throughout facilities and health systems creating greater, centralized control of formulary configurations and user permissions to ensure the right medications are accessed in the right way by the right users. Unmatched configurability enables stronger standardization which helps drive efficiency and medication safety in all scenarios.

3.1.5 Service and support

3.1.5.1 Support coverage will be available 24 hours a day, 7 days a week, 365 days a year. This shall include weekends and holidays.

Meets Requirement. BD Customer Support is available 24/7/365 through BD Technical Support Centers (TSC) to respond immediately to any support issue. A BD Customer Support Representative will work with customers to perform initial troubleshooting. In most cases, problems are resolved over the phone. We can use remote diagnostics to connect into any console to help resolve issues.

3.1.5.2 Preventative Maintenance shall be included for the life of the machine.

Meets Requirement. Preventative Maintenance is provided at no additional charge by our Field Service Technicians during the term of the Support Agreement and in accordance with BD established recommendations for each Pyxis™ technology.

3.1.5.3 Upgrades shall be included for the life of the machine.

Meets Requirement.

3.1.5.4 Updates shall be included for the life of the machine.

Meets Requirement.

3.1.5.5 Customer Service shall conduct yearly classes to the Pharmacy staff. This training shall be for an eight (8) hour work day. It shall be used to answer question the pharmacy staff has and to teach inexperienced staff the machine.

BD performs training as part of the implementation. Customers can engage in our ongoing education (system manager courses). Additionally, there is a wealth of information available on bdlearningcompass.com that is accessible throughout the term of the agreement.

3.1.6 LICENSING FEE/CONNECTIVITY FEES

3.1.6.1 All Licensing Fees must be included in the pricing. WV VNF will not be responsible for any Licensing Fees endured in this purchase.

Yes, all Licensing Fees are included in the contracted pricing.

3.1.6.2 All Connectivity and setup fees must be included in the pricing. WV VNF will not be responsible for any Connectivity or setup fees.

Yes, all Connectivity and Setup Fees are included in the contracted pricing

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by Page by entering the price for each contract item on wvOASIS and attached pricing page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal.G.Rink@wv.gov

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

The Parties may enter into various transactions for hardware ("Equipment"), software licenses, accessories, and other products (collectively, "Products") and/or services ("Services"), which will be provided pursuant to these General Terms and Conditions, as supplemented by Schedules for specific Products and/or Services. CareFusion/BD will set forth the Products and/or Services for each transaction in a customer order ("Customer Order") and a Customer Order may have one or more attachments (each, a "Customer Order Attachment"). Each Customer Order will create a separate contract (each, a "Customer Agreement"), each of which will be deemed to incorporate by reference: (i) these General Terms and Conditions, (ii) any Schedule applicable to the Products and/or Services provided under such Customer Order, and (iii) any Customer Order Attachments.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Customer will pay all CareFusion/BD invoices in full within thirty (30) days from invoice date.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within sixty (60) calendar day(s) after orders are received. Vendor shall deliver emergency orders within ten (10) calendar day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a mi..'limu..>n delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such

delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

Please review BD/CareFusion's standard terms and conditions in the attached Master Agreement. BD/CareFusion has reviewed the State of West Virginia (Veterans Nursing Facility) terms and conditions throughout this document. However, if BD/CareFusion is awarded the RFP, the pricing presupposes acceptance and integration (or commercially reasonable negotiation toward integration and acceptance) of BD/CareFusion's Master Agreement. By submitting this RFP, BD/CareFusion is not agreeing to the terms provided in State of West Virginia (Veterans Nursing Facility) terms and conditions without such commercially reasonable negotiations and integration.

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Robert Schwalger
Telephone Number: 1-858-617-2815
Fax Number: 858-617-2900

Section 2:
Addendum 1 Acknowledgement

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF1800000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[X] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

CareFusion Solutions, LLC
Company

Authorized Signature

3/6/18
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Section 3:
Appendix A

Exhibit A	CRFQ VNF1800000012					
	Medication Automation System					
Item #	Description of Item	Unit of Measure	Unit Price	Estimated Quantity	Total Cost	Items contained in the cost (Referance attached Quote Document)
3.1.1	Medication Automation System/Main 6 Drawer (to include desktop computer/tower)	Each	$ 868.00	4	$ 3,472.00	(6Drw Main, 4 Dr Tower, Remote Manager, and Label Module)
3.1.2	Auxillary 7 Drawer Medstation	Each	$ 590.00	4	$ 2,360.00	
3.1.3	Narcotic CII Drug Safe	Each	$ 674.00	1	$ 674.00	
3.1.5	Service and Support (Monthly)	Each	$ 1,049.00	12	$ 12,588.00	
3.1.6.1	Licensing Fees	Each	$ 480.00	1	$ 480.00	(Pyxis ES Link)
3.1.6.2	Connectivity Fees	Each	$ 720.00	1	$ 720.00	(ES VM Small Server, CCE, DELL 630, and User/Formulary Management)
			Total Bid Amount		$ 20,294.00	

Vendor Name: Becton, Dickinson and Company (BD)

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

Email Address: Robert.Schwalger@bd.com

Phone Number: 1-858-617-2815

Signature:

Section 4:
Disclosure of Interested Parties to Contracts

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised October 7, 2017

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Contracting Business Entity: _____ **Address:** _____

_____

Authorized Agent: _____ **Address:** _____

Contract Number: _____ **Contract Description:** _____

Governmental agency awarding contract: _____

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below *(attach additional pages if necessary)*:

1. **Subcontractors or other entities performing work or service under the Contract**
   ☐ Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
   ☐ Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
   ☐ Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: 3/6/18

Notary Verification

State of California, County of San Diego:

I, Robert Schwalger, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 6 day of March, 2018

Claire Miller
Notary Public's Signature

CLAIRE MILLER
Notary Public - California
San Diego County
Commission # 2222919
My Comm. Expires Nov 23, 2021

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

CLAIRE MILLER
Notary Public - California
San Diego County
Commission # 2222919
My Comm. Expires Nov 23, 2021

Section 5:
Vendor Preference Certificate

Rev. 04/14

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with ***West Virginia Code***, §5A-3-37. (Does not apply to construction contracts). ***West Virginia Code***, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the ***West Virginia Code***. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
   ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
   ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
   ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. **Application is made for 2.5% vendor preference for the reason checked:**
   ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. **Application is made for 2.5% vendor preference for the reason checked:**
   ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. **Application is made for 5% vendor preference for the reason checked:**
   ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
   ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
   ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
   ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Carefusion Solutions, LLC Signed: _____

Date: 3/6/18 Title: Manager, MMS Capital Contracting

Robert Schwalger

Section 6:
Purchase Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: CareFusion Solutions, LLC

Authorized Signature: _____ Date: 3/6/18

State of California

County of San Diego, to-wit:

Taken, subscribed, and sworn to before me this 6 day of March, 2018

My Commission expires 23 November, 2021

AFFIX SEAL HERE

CLAIRE MILLER
Notary Public – California
San Diego County
Commission # 2222919
My Comm. Expires Nov 23, 2021

NOTARY PUBLIC Claire Miller

Section 7:
BAA

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia (''Agency''), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-6) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire;

Whereas, upon creation or receipt of Covered Entity's PHI, Associate may be deemed to be a "Business Associate" of Covered Entity, as that term is defined under 45 C.F.R. § 160.103; and

Whereas, this Agreement applies to all agreements between Associate and Covered Entity, pursuant to which PHI is provided by Covered Entity to Business Associate for services (each an "underlying Agreement").

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. In the event of a conflict the definitions in HIPPA and HITECH shall prevail.

a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: .http://www.state.wv.us/admin/purchase/vrc/agencyli.html.

b. Agent shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

c. Breach shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

d. Business Associate shall have the meaning given to such term in 45 CFR § 160.103.

e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.

h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health information found at 45 CFR Parts 160 and 164.

j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

a. **PHI Described**. This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the ~~original~~ underlying Agreement, or as required by law, if such use or disclosure of the PHI would hot violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.

c. **Further Uses and Disclosures**. Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any Instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502. Associate may de-identify PHI pursuant to 45 C.F.R. §164.514, and use the de-identified information for any lawful purpose. If Associate provides data aggregation services to Covered Entity, Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R §164.504(e)(2)(i)(B).

3. Obligations of Associate.

a. **Stated Purposes Only**. The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.

b. Limited Disclosure. The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any successful Security Incident not provided for by this Agreement of which it becomes aware.

c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated In this Addendum, and the use and disclosure of the minimum PHI necessary, ~~or a Limited Data Set~~;

ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;

iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information under HIPAA.

d. **Compliance With Law.** The Associate will not use or disclose the PHI In a manner in violation of applicable existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

i. Access to **PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in non-duplicative Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ~~ten~~ thirty (3~~1~~0) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, Including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.

ii. **Amendment of PHI.** Within thirty~~en~~ (3~~1~~0) days of receipt of a request from Agency for an amendment of the PHI or a record about an Individual contained in a non-duplicative Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to 45 CFR § 164.526.

iii. **Accounting Rights.** Within ~~ten~~ thirty (~~10~~30) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of the accountable disclosure, or longer if required by state law. At a minimum, such documentation shall include.;

- the date of disclosure;
- the name of the entity or person who received the PHI, and if known, the address of the entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency's written request. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

~~g. **Retention of PHI.** Notwithstanding section 4a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.~~

~~h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.~~

j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services

Commented [C1]: For access:
Pursuant to 45 C.F.R. §164.524, Covered Entity must provide access to PHI no later than 30 days after receipt of such a request, which time period may be extended by up to 30 additional days.
For amendment:
Pursuant to 45 C.F.R. §164.526, Covered Entity must amend PHI no later than 60 days after receipt of such a request, which time period may be extended by up to 30 additional days. 30 days is a reasonable amount of time for CFN to amend PHI in view of these timeframes.

Commented [C2]: Retention of PHI covered under 4b.

consistent with 45 CFR § 164.504. ~~The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.~~

k. Security. The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance 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 is required, to the extent practicable. ~~If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, It must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.~~

l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within ~~24 hours~~30 business days by e-mail or web form of any ~~suspected~~ successful Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, ~~or potential loss of confidential data affecting this Agreement~~. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencvli.htm and, unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.aov or https://apps.wv.gov/ot/ir/Default.aspx.

Commented [C3]: HIPAA requires a Business Associate to provide notice of a Breach "promptly and without unreasonable delay" and no later than 60 days following discovery. Please note that Covered Entity's notice obligation under HIPAA starts to run upon Covered Entity's discovery of the issue, not Business Associate's discovery, so the sooner Business Associate provides notice, the sooner Covered Entity will need to provide notice. Short notice periods may not allow Business Associate and the Covered Entity sufficient time to conduct their respective investigations.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI ~~or confidential data~~. Within ~~72 hours~~thirty (30) business days of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach~~, which may include notification to the individual or other authorities.~~

~~All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.~~

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, Associate agrees to ensure that any subcontractors and agents to whom it provides PHI received from, or created, or received by, Associate on behalf of Agency agree in writing to the same restrictions and conditions that apply to Associate as a Business Associate under HIPAA with respect to such information.~~all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.~~

m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency ~~at no cost to the Agency~~ to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. **Duties at Termination,** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or

destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement, except that the Associate and its agents will maintain its record of such Disclosures for six (6) years from the date of the accountable disclosure. In no event shall Associate and its agents be required to account for records of Disclosures made more than six (6) years prior to the date on which the accounting is requested.

c. **Termination for Cause**. Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time, not to exceed thirty (30) days, to cure the material breach before termination.

~~d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.~~

~~e.~~d. **Survival**. The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI,

a. Retention of Ownership. Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above, unless Associate reasonably determines that the return or destruction of PHI is not feasible, Associate shall inform Agency in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Associate retains the PHI.

~~**b. Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.~~

~~**c. Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.~~

~~**d.**~~**b. No Sales**. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

~~**e.**~~**c. No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

~~**f.**~~**d. Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

e. Amendment. The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum. This Agreement shall be automatically amended to implement the requirements of any amendment to HIPAA or other applicable state or federal laws and ensure that the Parties remain in compliance with the law, effective upon the effective date of any such amendment.

f. Independent Contractors. No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between Covered Entity and Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. None of the parties nor any of their respective representatives shall be construed to be the agent, employer or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either Covered Entity or Business Associate that Business Associate constitute an "agent" under such common law.

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g. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

Agreed,

Name of Agency WV Veterans Nursing Facility	Name of Associate: CareFusion Solutions, LLC, together with its subsidiaries and related legal entities
Signature_____	Signature_____
Title:_____	Title:_____
Date: _____	Date: _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: West Virginia Veterans Nursing Facility

Name of Agency:_____

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.

Section 8:
Masters Agreement

Master Agreement

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 West Viriginia Veteran's Nursing Facility ("Customer"), each a "Party" and, collectively, the "Parties." This Master Agreement consists of: (i) the General Terms and Conditions below, and (ii) all Schedules (as defined below) which are made a part of this Master Agreement either upon the Effective Date or at a later date upon the execution of an amendment.

The Parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. ORDERING, DELIVERY, AND PAYMENT.

1.1 **Customer Orders.** The Parties may enter into various transactions for hardware ("Equipment"), software licenses, accessories, and other products (collectively, "Products") and/or services ("Services"), which will be provided pursuant to these General Terms and Conditions, as supplemented by Schedules for specific Products and/or Services. CareFusion will set forth the Products and/or Services for each transaction in a customer order ("Customer Order") and a Customer Order may have one or more attachments (each, a "Customer Order Attachment"). Each Customer Order will create a separate contract (each, a "Customer Agreement"), each of which will be deemed to incorporate by reference: (i) these General Terms and Conditions, (ii) any Schedule applicable to the Products and/or Services provided under such Customer Order, and (iii) any Customer Order Attachments.

1.2 **Schedules.** Each schedule identified on Exhibit A ("Schedule") is attached to and incorporated by reference into this Master Agreement. Additional Schedules may be added to this Master Agreement by way of a written amendment. In the event of any conflict between the terms of a Schedule or a Customer Order Attachment and the terms of this Master Agreement, the terms of the Schedule or Customer Order Attachment will prevail. Capitalized terms in the Schedules and Customer Order Attachments shall have the same meaning as in these General Terms and Conditions and in the introductory paragraph above.

1.3 **Purchase Orders.** If CareFusion accepts a purchase order from Customer for Products and/or Services that are not identified in a Customer Order, then that purchase order will constitute a Customer Order under this Master Agreement, except that any conflicting or additional terms in the purchase order will have no force or effect.

1.4 **Delivery; Risk of Loss.** Products will be delivered FOB Origin, Freight Collect as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing.

1.5 **Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation Services, provided that such Product functions substantially in accordance with the specifications of its User Guide (defined below) ("Acceptance" or "Accepted"). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its User Guide. Upon completion of applicable Services, Customer will execute CareFusion's standard confirmation form.

1.6 **Payment Terms.** Customer will pay all CareFusion invoices in full within thirty (30) days from invoice date.

1.7 **Late Charge.** If Customer does not pay an amount due by the due date, then CareFusion may impose a late charge on the unpaid amount at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by the law (whichever is lower), prorated on a daily basis.

1.8 **Taxes.** Prices and fees for Products and/or Services do not include any taxes. Customer will pay when due any sales, use, rental, property, or other taxes or assessments of any kind (including, without limitation, withholding or value-added taxes) imposed by any federal, state, local or other governmental entity for Products and/or Services provided under this Master Agreement, excluding taxes based solely on CareFusion's net income (collectively, "Taxes"). Customer will promptly reimburse CareFusion for any Taxes paid by CareFusion, and will hold CareFusion harmless from all claims and expenses arising from Customer's failure to pay any such Taxes. If Customer is exempt from any Taxes, Customer will not be relieved of its obligation to pay such Taxes until Customer provides to CareFusion documentation sufficient to establish Customer's tax-exempt status. Customer will immediately notify CareFusion in writing of any change in its tax status. If Customer's exempt status is challenged by any jurisdiction, then Customer will: (i) immediately notify CareFusion; (ii) resolve the challenge; and (iii) hold CareFusion harmless from all claims and expenses related to any such challenge.

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 and Respiratory Equipment, which is subject to the warranty period set forth in the applicable User Guide), the Product will perform substantially in accordance with the specifications of its User Guide (the "Limited Warranty"). If a Product fails to perform substantially in accordance with the specifications of its User Guide during the applicable warranty period, then Customer will notify CareFusion in writing. In that case, as Customer's sole remedy, CareFusion (at its option) will promptly repair or replace that Product, or any part or portion thereof. **EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERFORMANCE).** The Limited Warranty does not apply to any Product that does not perform substantially in accordance with the specifications of its User Guide because the Product: (i) has been modified, repaired or altered, except by CareFusion; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents, or causes beyond CareFusion's reasonable control; or (iv) includes repair or service parts, add-ons, or disposables that are not manufactured or approved by CareFusion.

2.3 **Use of Products; Inspection.** Customer will use Products only: (i) for Customer's internal business purposes and not for resale; (ii) in the manner described in the applicable User Guide; and (iii) in accordance with applicable laws and regulations. Customer will not export, re-export or modify any Product. Customer's use of repair or service parts or disposables that are not manufactured or approved by CareFusion is at Customer's own risk and may void the Limited Warranty stated in Section 2.2. Customer will not use any software with a Product which was not licensed from or approved by CareFusion. Upon reasonable advance notice by CareFusion, Customer will allow CareFusion to inspect Customer's records regarding use of Products during Customer's regular business hours to verify compliance with the licensing and other terms of this Master Agreement.

3. SOFTWARE, DATA, AND INTELLECTUAL PROPERTY OWNERSHIP.

3.1 **Software; Third Party Software.** "Software" means all CareFusion-owned software (e.g., application software, embedded and/or integrated software, interface software, custom drivers) and any related software owned by a third party ("Third Party Software"). CareFusion will license, not sell, Software. CareFusion and its licensors retain all ownership rights in Software.

3.2 **Software License.** Subject to the terms and conditions of this Master Agreement and applicable User Guide, CareFusion grants to Customer a limited, non-exclusive, non-transferable license to use Software at Customer's site(s) (as set forth in the applicable Customer Order) during the applicable term, provided that all licensing of Third Party Software will be subject to the terms of the Third Party Software Schedule. Each license Customer acquires from CareFusion for use of the embedded Software is valid only for use with the particular unit of Product, identified by serial number, within which it is embedded. Each license granted to Customer is: (i) perpetual, unless a different license term is expressly set forth in the applicable Schedule or Customer Order under which the Software is licensed to Customer; and (ii) subject to termination pursuant to **Section 6.1** below.

3.3 **Software License Restrictions; Scope of Use.** Customer will not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of Software; (ii) make any copies of Software or its documentation, except one (1) copy for back-up or archival purposes; (iii) sell, assign, sublicense, distribute, rent, or otherwise transfer Software to a third party; (iv) separate integrated Software from any Product, or otherwise use integrated Software except as an integrated part of the applicable Product; or (v) unless otherwise approved in writing, use the Software in conjunction with any CareFusion-manufactured Product that was not provided to Customer by CareFusion or a CareFusion authorized party.. Without limiting the license restrictions in this Section and as an additional obligation, Customer will adopt and implement reasonable measures to guard against unauthorized use of Software. CareFusion may suspend or revoke user codes, or take other appropriate action, if CareFusion reasonably believes that a security violation has occurred. Scope of use restrictions for Software may be set forth in the applicable Customer Order. CareFusion will measure Customer's scope of use periodically and additional fees will apply if the scope of use is exceeded. Upon CareFusion's reasonable request (no more than once per year), Customer will provide

CareFusion with relevant information to verify Customer's scope of use. Customer will provide CareFusion with thirty (30) days prior notice for any event affecting Customer's scope of use, such as acquisition of a hospital or construction of a new facility, so CareFusion can adjust Customer's scope of use.

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.** Subject to the terms in this Master Agreement, each Party ("Indemnifying Party") will (i) defend the other Party (the "Indemnified Party") against any demand, action, claim, suit or proceeding ("Claims") asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party's negligent acts or omissions, and (ii) indemnify the Indemnified Party for damages paid to the third party bringing the Claim.

4.2 **Intellectual Property Indemnity.** CareFusion will defend Customer against any claim filed in a court of competent jurisdiction in the United States brought by a third party against Customer alleging that a Product used by Customer in accordance with this Master Agreement (including, without limitation, all subparts of **Sections 02** ~~2~~ and **3** of these General Terms and Conditions) infringes any U.S. patent, copyright, trade secret or other proprietary right of a third party (each, an "Infringement Claim"). As a condition to receiving the defense, Customer will provide written notice to CareFusion promptly after Customer receives actual notice of the Infringement Claim, will allow CareFusion to have sole control of the defense and any related settlement negotiations, and will provide reasonable cooperation upon request. CareFusion will: (i) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement agreed to in writing by CareFusion) arising out of the Infringement Claim; and (ii) reimburse Customer for its reasonable costs and expenses associated with providing reasonable cooperation. If CareFusion determines that a Product might infringe a third party's intellectual property right, then CareFusion will have the option, at its expense and in its sole discretion, to: (a) replace the Product with a substantially equivalent non-infringing Product, (b) modify the Product in a manner that does not substantially affect the performance of the Product, or (c) obtain a license to permit Customer to continue using the Product. This Section states Customer's exclusive remedy and CareFusion's total liability to Customer for an Infringement Claim.

5. LIMITATIONS OF LIABILITY; INSURANCE.

5.1 **Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION LOSS OF BUSINESS OR PROFITS), WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THERE IS A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS MASTER AGREEMENT OR ANY CUSTOMER AGREEMENT.**

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

6. TERMINATION.

6.1 **Termination for Cause.** Either Party may terminate for cause the then-remaining performance of any Customer Agreement upon written notice if the other Party: (i) fails to comply with any material term or condition of any agreement between the parties; and fails to cure such non-compliance within thirty (30) days (or within ten (10) days for any past due payment) after receipt of written notice providing full details of such non-compliance; (ii) terminates or suspends substantially all of its business activities; or (iii) becomes subject to any bankruptcy or insolvency proceeding. Upon any such termination, CareFusion may repossess Equipment subject to any outstanding payment obligations. Notwithstanding the foregoing, Customer's obligation to pay for any Products that it has Accepted will not be affected by any termination under this Section.

6.2 **Termination without Cause.** Either Party may terminate this Master Agreement upon thirty (30) days written notice if there are no payments due and no other obligations yet to be performed under any Customer Agreement.

7. COMPLIANCE WITH LAWS AND POLICIES.

7.1 **Compliance with Laws.** Each Party will comply fully with all applicable federal and state laws and regulations, including but not limited to export laws and regulations of the United States.

7.2 **Equal Opportunity. The Parties shall comply with the following equal opportunity clause: To the extent not exempt, the Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

7.3 **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).

7.4 **Proper Reporting of Discounts and Pricing.** The prices under a Customer Agreement may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The Parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under the Customer Agreement, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under the Customer Agreement net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of the Customer Agreement and all other documentation regarding the Customer Agreement, together with the invoices for purchase of Products thereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

7.5 **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.

7.6 **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.

7.7 **Customer Policies**. CareFusion and its employees will comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Customer Policies"). Customer will notify CareFusion in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Master Agreement or any Customer Agreement (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Master Agreement signed by each Party.

7.8 **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.** Neither Party will disclose to a third party the terms of, nor issue any public statement regarding, this Master Agreement or any Customer Agreement without the other Party's prior written approval, except as required by law. If Customer receives a Freedom of Information Act or state open records law request relating to this Master Agreement or any Customer Agreement, Customer will promptly notify CareFusion and provide reasonable assistance in opposing such request.

8.3 **Force Majeure.** If a Party is reasonably prevented from performing an obligation because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party will not be in breach during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event; and (ii) immediately uses reasonable efforts to perform the obligation notwithstanding the Force Majeure Event.

8.4 **Assignment.** Neither Party may assign any rights or obligations under this Master Agreement or any Customer Agreement without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that either Party may with notice assign all of such Party's rights and obligations without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets related to the subject matter of the applicable Customer Agreement.

8.5 **Notices.** Any notice from one Party to the other Party under this Master Agreement or any Customer Agreement will be in writing and will be deemed to be given: (i) upon delivery, if by hand or by overnight courier; or (ii) three (3) days after mailing, if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon written notice to the other Party.

8.6 **Severability.** If a court or other body of competent jurisdiction declares any term of this Master Agreement or any Customer Agreement invalid or unenforceable, then the remaining terms will continue in full force and effect.

8.7 **No Waiver.** No right created by this Master Agreement or any Customer Agreement will be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.

8.8 **Governing Law.** This Master Agreement and each Customer Agreement will be governed by the laws of the State identified in Customer's Notice Address below, without reference to its conflict of laws principles.

8.9 **Prevailing Party.** The prevailing Party will be entitled to reasonable attorneys' fees, costs and expenses for any claim against the other Party under this Master Agreement or any Customer Agreement.

8.10 **Survival.** The obligations set forth in this Master Agreement and each Customer Agreement that by their nature continue and survive will survive any termination or expiration of this Master Agreement.

8.11 **Entire Agreement; Amendment.** This Master Agreement and each Customer Agreement sets forth the entire agreement and understanding of the Parties and supersedes all prior written and oral agreements, representations, proposals, and understandings between the Parties regarding the subject matter of this Master Agreement and each Customer Agreement, except that no prior Confidential Disclosure Agreement or contract of a similar nature will be superseded. Any requests for information, requests for proposal, responses to requests for proposals, sales collateral and other information provided by either Party are not binding unless explicitly incorporated by reference into a Customer Order signed by each Party. No modification to this Master Agreement or any Customer Agreement will be effective unless adopted via a written amendment to the same signed by each Party.

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

WEST VIRGINIA VETERANS NURSING FACILITY	**CAREFUSION SOLUTIONS, LLC**
Notice Address:	**Notice Address:**
Address: 1 Freedoms Way	3750 Torrey View Court
City, State Zip: Clarksburg, WV 28301	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
General	Business Associate
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; Footprint Modification; Extended Term.

2.1 Rental Term. The "Rental Term" for Rental Equipment equals the time period that CareFusion leases Rental Equipment to Customer pursuant to the applicable Customer Agreement. CareFusion (or its assignee) is the owner of Rental Equipment and Customer is only acquiring a right to possess and use Rental Equipment during the Rental Term, and no other right, title or interest. Title will not transfer to Customer at the end of the Rental Term. The initial Rental Term for Rental Equipment will begin on the Term Begin Date stated in the applicable Implementation Timeline and will continue for the number of months stated in the applicable Customer Agreement, provided that, if there is no Term Begin Date in an Implementation Timeline, then the Term Begin Date will be the first day of the month following the date such Rental Equipment is Accepted.

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

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

(b) Provided that Customer is not then in breach of any agreement with CareFusion, Customer may terminate the Rental Term for the FMO Products for a Contract Year on written notice given to CareFusion at least ninety (90) days prior to the beginning of the Contract Year. Termination shall be subject to Customer's execution of CareFusion's standard form amendment to the Customer Agreement prior to the beginning of the Contract Year and Customer's compliance with the terms thereof, including, without limitation, return of the FMO Products at Customer's expense. Termination shall be effective the first day of the applicable Contract Year or a later date as agreed by CareFusion and Customer and set forth in the amendment. On the effective date of termination, the Rental, Support and/or Subscription Terms and Customer's obligation to pay Monthly Rental, Support and/or Subscription Fees for the FMO Products will terminate.

(c) For the sake of clarity, in no event will the foregoing right and option apply to any Products other than the FMO Products, apply to any "sold-to" or "ship-to" entity not designated in the applicable Customer Agreement, apply to any Third Party Product or Third Party Software listed in the Customer Agreement, or carry over to a subsequent Contract Year.

2.3 Extended Term. Unless a Party provides sixty (60) days' prior written notice of its intention not to extend the Rental Term, the Rental Term will continue on a month-to-month basis ("Extended Term") at the applicable Rental Fee stated in the then-current Pyxis® products price catalog. Either Party may terminate the Extended Term upon thirty (30) days' prior written notice.

3. Rental Fees. Customer will pay the Monthly Rental Fee stated in the applicable Customer Order ("Monthly Rental Fee") for each unit of Rental Equipment on the first day of each month during the Rental Term, which obligation is unconditional and non-cancelable. Customer is not entitled to abate or reduce any Monthly Rental Fee for any reason. Customer will pay the Monthly Rental Fee when due regardless of any existing or future setoff or claim that Customer may assert. Additionally, Customer will not assert any setoff or counterclaim against a CareFusion assignee if such assignee commences an action to collect any amount due under the applicable Customer Order.

4. Risk of Loss. From the time Customer receives delivery of Rental Equipment until CareFusion accepts return delivery of Rental Equipment, Customer will: (i) be responsible for any loss of or damage to Rental Equipment from any cause other than normal wear and tear, except for any loss or damage caused by CareFusion's negligence; and (ii) obtain and maintain throughout the Rental Term All Risk Property Insurance in an amount equal to the full replacement value for Rental Equipment. Customer will notify CareFusion immediately of any such loss or damage, and will continue to pay Monthly Rental Fee; provided, however, that CareFusion will reasonably cooperate with Customer and Customer's insurer to promptly provide replacement Rental Equipment, subject to Section 13 of the Support Terms Schedule.

5. Personal Property. All Rental Equipment is personal property for all purposes. Customer will not allow any Rental Equipment to become a fixture of real property. Customer will take appropriate action as necessary to prevent any third party from acquiring any interest in Rental Equipment or the applicable Customer Order. In addition to performing its obligations under the Taxes provision of the Master Agreement, Customer will reimburse CareFusion for any personal property tax imposed on CareFusion as the lessor.

6. Use, Maintenance and Repair of Rental Equipment. Customer will keep and use Rental Equipment only at the delivery address set forth in the Customer Order and will not move it without CareFusion's prior written consent. Customer will allow only competent and duly qualified personnel to operate Rental Equipment. Customer will keep Rental Equipment in good condition and working order, and will allow CareFusion to make engineering changes and Software updates upon reasonable request. Customer will keep all Rental Equipment free and clear of all liens, adverse claims and encumbrances.

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

8. Assignment. Notwithstanding the non-assignment language in the General Terms and Conditions of the Master Agreement, CareFusion may assign, transfer, grant a security interest in, or sell some or all of CareFusion's right to receive payments under a Customer Agreement without Customer's consent (an "Assignment"). Upon an Assignment: (i) Customer will not hold any CareFusion assignee liable for any CareFusion obligation under the applicable Customer Agreement; (ii) the rights of such assignee will not be subject to any claims, counterclaims, defenses or setoffs of any kind whatsoever; (iii) Customer will cooperate with and consent to an Assignment by executing and delivering documents and assurances that CareFusion or its assignee reasonably requests; (iv) Customer will, if requested, make payments due under the applicable Customer Agreement directly to such assignee; and (v) all of Customer's obligations will inure to the benefit of such assignee as well as to CareFusion, and may be enforced by such assignee in its own name or by CareFusion.

9. Termination by CareFusion for Cause. Notwithstanding the termination provisions of the Master Agreement, if Customer fails to: (i) pay any amount required by the applicable Customer Agreement within ten (10) days after CareFusion provides written notice to Customer stating that the payment is past due; or (ii) correct any other non-compliance with the applicable Customer Agreement within thirty (30) days after CareFusion provides written notice to Customer identifying such non-compliance, then CareFusion may, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity: (a) cancel one or more Rental Term(s) and require Customer to make the applicable Rental Equipment available for repossession by CareFusion at a reasonably convenient location; and/or (b) recover liquidated damages from Customer equal to the present value of the unpaid balance of all Monthly Rental Fees for each unexpired Rental Term under the applicable Customer Agreement (calculated using a discount rate of six percent (6%) per annum).

10. Conditional Security Agreement. If a Customer Agreement is determined not to constitute a true lease, then the Customer **Agreement** will be a security agreement with respect to Rental Equipment and all accessions, substitutions, replacements therefore, and proceeds thereof (including insurance proceeds) will secure all obligations pursuant to the Customer Agreement.

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

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

2. Perpetual Use.

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

2.2. Maintenance Term. The initial term for maintenance services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Maintenance Term"). The Maintenance Term is non-cancellable. Unless otherwise stated in a Customer Order, the Maintenance Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted, and (ii) 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 (i) Customer will promptly notify CareFusion and (ii) the Maintenance Fee for the specified CareFusion Software Service may increase on a pro-rata basis in accordance with the applicable CareFusion price catalog.

3. Subscription Use.

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

3.2. Subscription Term. The initial term for subscription services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Subscription Term"). The Subscription Term is non-cancellable. Unless otherwise stated in a Customer Order, the Subscription Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted, and (ii) 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 (i) Customer will promptly notify CareFusion and (ii) the Subscription Fee for the specified CareFusion Software Service may increase on a pro-rate basis in accordance with the applicable CareFusion price catalog.

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

4.1. Enhancements. If, pursuant to CareFusion's maintenance support program, CareFusion generally releases an update to the Software to support the CareFusion Software Services in order to enhance the security or operation of the Software (each an "Enhancement"), then CareFusion will provide the appropriate CareFusion personnel and resources to update the Software. The method of Enhancement delivery will be at the sole discretion of CareFusion. Enhancements will be Software pursuant to this Schedule and the applicable Customer Agreement. Customer will be responsible to ensure that the technical environment into which the Enhancement is delivered has sufficient resources and the Prerequisite Systems (defined below) to support the Enhancement.

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

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

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

5. Customer Responsibilities.

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

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

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

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

5.5. Multi-Facility Maintenance Obligation. If Customer and its affiliates (or related entities and facilities with common CareFusion Software Services) have implemented CareFusion Software Services at multiple facilities or on shared servers operating the CareFusion Software Services, and any such affiliate, related entity or facility fails to renew or pay the applicable Maintenance Fee or Subscription Fee, then CareFusion reserves the right to withhold or cancel the CareFusion Software Services to be provided to Customer or its affiliates, related entities or facilities.

This Schedule governs Customer's access to and use of software or databases owned by a third party (collectively referred to as "Third Party Software"). Customer's right to use such Third Party Software, and the Products which contain them, is subject to compliance with the Master Agreement between the Parties and these terms. In the event of any conflict between these terms and those of any End User License Agreement that may be presented in electronic form during use of the Third Party Software, these terms shall take precedence.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL THIRD PARTY SOFTWARE

1.1 Ownership. Third Party Software is licensed, not sold, by CareFusion to Customer. All title and intellectual property rights in and to Third Party Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in Third Party Software, are and at all times shall remain, the sole and exclusive property of a third party and/or its affiliates ("Third Party"). Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties. Customer's possession, use, or access to Third Party Software does not transfer any ownership of Third Party Software nor any intellectual property rights to Customer. All rights not expressly granted under this Schedule are reserved by CareFusion or Third Party. Nothing contained in this Schedule shall be construed directly or indirectly to assign or grant to Customer any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of Third Party, or any ownership rights in or to the Third Party Software.

1.2 Use. Customer may use Third Party Software only in conjunction with Products and Services provided to Customer by CareFusion, and not as a stand-alone product. The license granted herein does not include a license to use the Third Party Software for development, testing or support purposes.

1.3 Copies. Customer may not make any copies of Third Party Software for any purpose unless expressly authorized by CareFusion. Customer must erase or destroy all Third Party Software upon notice from CareFusion.

1.4 Restrictions. Except as permitted by applicable law, Customer shall not:

(a) work around any technical limitations in Third Party Software;
(b) reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive source code from the Third Party Software, in whole or in part (or in any instance where the law permits any such action, Customer shall provide CareFusion at least ninety (90) days advance written notice of its belief that such action is warranted and permitted, and shall provide CareFusion (in conjunction with Third Party) with an opportunity to evaluate if the law's requirements necessitate such action);
(c) allow access or permit use of the Third Party Software by any user other than that permitted by CareFusion in Customer's license agreement with CareFusion;
(d) modify or create derivative works based upon Third Party Software;
(e) publish Third Party Software, or post any portion of it on public bulletin boards, websites, Internet domains, or online chat rooms;
(f) sell, rent, lease, lend, license, sublicense or otherwise transfer, in whole or in part, Third Party Software or related documentation to any third party;
(g) use Third Party Software in connection with, through or to an application service provider, or using other similar network hosting methods;
(h) alter, remove or destroy and will take commercially reasonable steps to prevent the alteration, removal or destruction of, any Third Party copyright notice, trade secret or other proprietary rights notice from Third Party Software

Customer shall provide the same level of security for Third Party Software as it provides for its own products, but in no event less than reasonable care, to prevent third parties from performing such activities.

1.5 Internet-Based Services. Third Party Software may contain components that enable and facilitate the use of certain Internet-based services. Customer acknowledges and agrees that Third Party may automatically check the version of Third Party Software and/or its components that Customer is using and may provide upgrades or supplements to Third Party Software which may be automatically downloaded. No personally-identifiable information will be obtained through these services.

1.6 No Warranties. THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CAREFUSION AND THIRD PARTY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

1.7 Liability Limitations. Customer agrees that, regardless of the form of any claim, neither CareFusion nor Third Party has any liability for damages, whether direct, consequential, special, punitive, indirect or incidental, for anything related to Third Party Software. This limitation also applies even if CareFusion or Third Party should have been aware of the possibility of damages. In no event will CareFusion be liable for any amount in excess of two hundred fifty dollars ($250.00).

1.8 Termination. Without prejudice to any other rights, CareFusion may terminate this license to use Third Party Software if Customer fails to comply with the terms of this Schedule.

1.9 Export Restrictions. Third Party Software is subject to United States export laws and regulations. Customer must comply with all applicable domestic and international export laws and regulations, including (without limitation) restrictions on destinations, end users and end use.

1.10 U.S. Government Use. Third Party Software is a "commercial component" consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in Title 48 of the Code of Federal Regulations. Any use of Third Party Software by the U.S. Government shall be subject to the terms of CareFusion's applicable Government FSS agreement.

2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE ONLY TO LEXI-COMP LICENSED DATABASES

2.1 Limited Right to Print Articles. Customer may print out individual articles containing only insubstantial portions of the Lexi-Comp Licensed Databases ("Databases") for Customer's personal educational use as long as Customer includes a source reference to Lexi-Comp and its copyright notice.

2.2 Updates. If Customer has purchased a Pyxis MedStation™ 3000, 3500 or 4000 system, CareFusion shall provide quarterly updates to the Databases at no additional cost. Other Customers may contact Lexi-Comp directly to procure updated data sets. Customer is responsible for installing any updates.

2.3 Use of Professional Judgment. Customer should consult a variety of information sources before making any treatment decision. Customer should check the product information sheet accompanying each drug or medication to verify conditions of use, and should identify any changes in dosage schedule or contraindications. Information in the Databases is not a substitute for individual patient assessment based upon Customer's examination of each patient and consideration of laboratory data and other factors unique to the patient. Customer bears full responsibility for the appropriate use of the information contained in the Databases.

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

Definitions

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

Schedule

1. Permitted Uses and Disclosures of PHI. CareFusion shall not use or further disclose PHI except: (a) as permitted or required by this Schedule; (b) as "Required By Law," as that phrase is defined in 45 C.F.R. §164.103; or (c) as otherwise expressly agreed to in writing by Customer; and (d) consistent with Customer's policies and procedures regarding the minimum necessary use and disclosure of PHI. Except as otherwise limited in this Schedule, CareFusion may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Customer pursuant to the Data-Related Agreements, provided that to the extent CareFusion carries out any of Customer's obligations under the Privacy Rule, CareFusion shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of its obligations.

2. Minimum Necessary. In conducting functions and/or activities under the Data-Related Agreements and this Schedule that involve the use and/or disclosure of PHI, CareFusion shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by Customer to accomplish the intended purpose of the use or disclosure.

3. Protection of PHI. CareFusion shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Schedule.

4. Reporting. CareFusion shall report to Customer any use or disclosure of PHI not provided for by this Schedule of which CareFusion becomes aware, including any Security Incident. CareFusion shall promptly report to Customer any Breach consistent with the HITECH Act.

5. Mitigation. CareFusion shall mitigate, to the extent practicable, any harmful effect that is known to CareFusion of a use or disclosure of PHI by CareFusion in violation of this Schedule.

6. Subcontractors and Agents. CareFusion agrees to ensure that any subcontractors and agents to whom it provides PHI received from, or created, or received by, CareFusion on behalf of Customer agree in writing to the same restrictions and conditions set forth in the business associate provisions of the HIPAA that apply through this Agreement to CareFusion with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)], including without limitation, compliance with both the HIPAA Privacy Rule and the HIPAA Security Rule, and protecting the security of electronic PHI.

7. Accounting to HHS. CareFusion shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services ("Secretary"), in a time and manner designated by Customer or the Secretary, for purposes of the Secretary determining Customer's compliance with the Privacy Rule, the Security Rule and the HITECH Act.

8. Documentation of Disclosures. CareFusion shall document and maintain documentation of such disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

9. Accounting of Disclosures. If Customer receives a request from an individual pursuant to 45 C.F.R. §164.528 for an accounting of Customer's disclosures of the individual's PHI and, in the course of attempting to satisfy the individual's request, Customer provides a written request to CareFusion, then CareFusion shall promptly provide Customer the information required to be included in an accounting pursuant to 45 C.F.R. §164.528(b)(2) for CareFusion's disclosures of PHI that are subject to an accounting pursuant to 45 C.F.R. §164.528(a)(1).

10. Designated Record Set. To the extent CareFusion maintains PHI in a "Designated Record Set," as that term is defined by 45 C.F.R. §164.501, CareFusion agrees to provide access, at the request of Customer, and in a reasonable time and manner, to PHI in a Designated Record Set to Customer in order for Customer to meet the requirements under 45 C.F.R. §165.524. If applicable, CareFusion agrees to make any amendment(s) to PHI in a Designated Record Set that Customer directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Customer and in a reasonable time and manner.

11. De-identification of PHI. CareFusion may de-identify PHI pursuant to 45 C.F.R. §164.514 and use the de-identified information for any lawful purpose. CareFusion's use and disclosure of such de-identified personal information will not be subject to the requirements set forth in this Schedule.

12. Data Aggregation. If CareFusion provides data aggregation services to Customer, CareFusion may use PHI to provide Data Aggregation services to Customer as permitted by 45 C.F.R §164.504(e)(2)(i)(B).

13. Right to Terminate for Material Breach. Customer may terminate this Schedule, and CareFusion's right and ability to continue to access PHI pursuant to a Data-Related Agreement, if CareFusion violates a material term of this Schedule. Customer may exercise such termination right by providing notice to CareFusion stating the basis for termination. Customer may choose to provide CareFusion with an opportunity to cure the breach. If CareFusion does not cure the breach within a reasonable period, not to exceed thirty (30) days, then Customer may immediately terminate the applicable Data-Related Agreement which gave rise to the violation. If neither termination nor cure is feasible, Customer may report the violation to the Secretary. Termination of a Data-Related Agreement pursuant to this Section shall have no effect upon any right or obligation created by any other written agreement between CareFusion and Customer, except as otherwise provided herein.

14. Return or Destruction of PHI. Upon termination of any Data-Related Agreement for any reason, CareFusion shall either return or destroy all PHI received from Customer, or created, maintained or transmitted on behalf of Customer. This provision shall apply to all such PHI in the possession of subcontractors or agents of CareFusion. CareFusion shall retain no copies of the PHI. If CareFusion determines that returning or destroying PHI is infeasible, then CareFusion shall explain to Customer the conditions that make return or destruction of the PHI infeasible. Upon mutual agreement that return or destruction of PHI is infeasible, CareFusion shall extend the protections of this Schedule to such PHI and limit further uses and disclosures of such PHI to those purposes that makes the return or destruction infeasible, for so long as CareFusion maintains the PHI.

15. Electronic PHI Safeguards. To the extent CareFusion creates, receives, maintains or transmits electronic PHI ("e-PHI") on behalf of Customer, CareFusion shall comply with the Security Rule and shall:

(a) implement administrative, physical and technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of e-PHI, in accordance with the Security Rule; and
(b) ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits e-PHI on CareFusion's behalf will (i) implement reasonable and appropriate Safeguards to protect e-PHI; and (ii) comply with any applicable requirement of the Security Rule.

16. Conformance with Modification of HIPAA or Regulations. If an amendment to or modification of HIPAA or its implementing regulations, including the Privacy Rule and the Security Rule, requires modification of this Schedule to permit Customer or CareFusion to remain in compliance with HIPAA and its implementing regulations or the HITECH Act during the term of this Schedule, then CareFusion and Customer shall enter into good faith negotiations to amend this Schedule to conform to any change required by such amendment or modification. Notwithstanding the foregoing, if Customer and CareFusion have not amended this Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Customer and CareFusion to be and remain in compliance with all applicable laws and regulations.

17. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits Customer and CareFusion to comply with HIPAA, the Privacy Rule, the Security Rule and the HITECH Act.

18. No Third Party Beneficiaries. No provision of this Schedule is intended to nor shall confer any right, remedy, obligation or liability upon any person or entity other than Customer and CareFusion and their respective permitted successors or assigns.

19. Term. The Term of this Schedule shall begin on the effective date of the first Data-Related Agreement entered into by the Parties and shall continue until terminated in accordance with Section 13 of this Schedule, or until the final Data-Related Agreement between the Parties has terminated and all PHI is destroyed or returned to Customer in accordance with Section 14.

20. Survival. The obligations of CareFusion pursuant to this Schedule shall survive the termination, cancellation or expiration of any Data-Related Agreement.

21. Primacy. To the extent that any provisions of this Schedule conflict with the provisions of any other agreement or understanding between CareFusion and Customer, this Schedule shall control with regard to the subject matter of this Schedule.

22. Independent Contractors. No provision of this Schedule is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between Customer and CareFusion other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Schedule. None of the parties nor any of their respective representatives shall be construed to be the agent, employer or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either CareFusion or Customer that CareFusion constitute an "agent" under such common law.

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 (as such term is defined in Section 1.5 (*Acceptance*) of the General Terms and Conditions of the Master Agreement) until after the Term Begin Date, then the Term Begin Date shall be the first day of the month following the date the Pyxis Product is Accepted. The applicable Completion Dates for the Pyxis Products under a Customer Agreement shall not exceed six (6) months from the Term Begin Date. Notwithstanding the foregoing, if a Pyxis Product is not Accepted by the Term Begin Date for any reason that, in CareFusion's reasonable discretion, is not the sole fault of CareFusion (each, a "Delayed Product"), then Customer is nonetheless obligated to pay the applicable rental or purchase fee(s) on the Term Begin Date; provided, however, that if a Delayed Product has not been delivered or installed, then Customer may exchange the Delayed Product for an alternate Pyxis® product ("Alternate Product") of equal or greater value as determined under the then-current Pyxis® product price catalog, subject to the following: (a) if the rental or purchase fee(s) applicable to the Alternate Product is greater than the fee(s) for the Delayed Product, then Customer will pay the difference in such fees in accordance with the terms of the applicable Customer Agreement; (b) Customer will pay any applicable transaction fees, including, without limitation, CareFusion's costs of manufacturing, shipping and freight; and (c) if the Delayed Product has not been delivered to Customer, CareFusion may, at its sole option, cancel the Customer Agreement for that Pyxis Product.

If previously-installed Pyxis® products are being upgraded or subject to new terms and conditions, then the previously-applicable terms and conditions, including payment terms, for those products shall remain in full force and effect until the Term Begin Date, unless otherwise agreed to in writing by the Parties.

6. Conditions. The Completion Dates set forth in an Implementation Timeline are contingent upon CareFusion's timely receipt of all properly executed contract documents from Customer prior to the applicable Completion Date and the provision of adequate Customer resources as outlined herein. If Customer fails to provide access or otherwise prevents CareFusion from conducting an Implementation Activity, then (i) CareFusion may adjust affected deadlines and re-schedule the activity, and (ii) Customer shall reimburse CareFusion for expenses incurred due to re-scheduling.

Schedule
Pyxis™ Products
Support Terms

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 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.

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, (vi) station database and operating system services, (vii) 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:

Uptime = ((Total # of devices at a site * 24 hrs per day * # days in month)-(Total # of Service Case Hours in the month for that site))/ (Total # of devices at a site * 24 hrs per day * # 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 (or within ten days for any past due payment) after receipt of such written notice providing full details of such non-compliance.

Section 9:
Quote

CareFusion

Customer Order

Customer Order Date: 12/01/2017

Customer Order : 1000104805

Customer Information

	Sold To:	***Ship To:***	***Bill To*** Same as (Circle)	Sold To:	Ship To:
Legal Name:	WV VETERANS NURSING FACILITY				
DBA:	WV VETERANS NURSING FACILITY	WV VETERANS NURSING FACILITY			
Street Address:	1 FREEDOMS WAY	1 FREEDOMS WAY			
City,St.,Zip:	CLARKSBURG, WV 26301-3564	CLARKSBURG, WV 26301-3564			
Customer No.	10047190	10047190			

1. Customer Orders. Effective as of the date of both signatures below ("**Effective Date**"), this agreement is entered by and between CareFusion and Customer as separate and distinct agreements combined for administrative convenience for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Pyxis Product**" and, collectively, the "**Pyxis Products**"); and (ii) Services applicable to the Pyxis Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the Master Agreement and applicable Schedule(s) in effect between the Parties ("**Master Agreement**"). Any reference to a "Rental Term(s)" or "Rental Fee(s)" in relation to Software included as a Pyxis Product hereunder will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively.

2. Footprint Modification Option. The Parties understand and agree that the Pyxis Products hereunder will be subject to the following option (hereafter, "**FMO Option**").

(a) **Definitions**. As used herein, (i) "**FMO Products**" will mean a subset of the Pyxis Products valued at up to twenty percent (20%) of the Modification Amount for each Contract Year; (ii) "**Modification Amount**" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the Pyxis Products set forth on the Product Schedule; and (iii) "**Contract Year**" will mean the twelve (12) month period beginning on the Effective Date (or the anniversary of the Effective Date) of the Master Agreement ("**Master Agreement Anniversary Date**") and ending twelve (12) months thereafter and each subsequent twelve-(12) month period of the Rental and/or Subscription Terms hereunder.

(b) **Terms and Conditions**. Customer will have the option to return all or part of the FMO Products each Contract Year; provided that Customer: (i) provides CareFusion with written notice at least ninety (90) days prior to the end of the Contract Year; (ii) signs the amendment to the Customer Orders memorializing Customer's exercise of the FMO Option ("**FMO Amendment**"); and (iii) timely complies with the terms of the FMO Amendment, including, without limitation, completion of the FMO Product return activities and payment of return shipping and any other applicable fees. Notwithstanding any term or condition to the contrary, in no event will an FMO Option: (a) apply to any Sold-To or Ship-To entity other than the entity (ies) designated above; (b) apply to any Third Party Product or Software listed on the Product Schedule; or (c) carry over to a subsequent Contract Year. The Rental, Support and/or Subscription Terms and Customer's obligation to pay Monthly Rental, Support and/or Subscription Fees for the FMO Products will terminate effective as of the date set forth in the FMO Amendment. The FMO Amendment will have no effect on any other Pyxis Products and Customer's payment obligations for such Pyxis Products will continue uninterrupted in accordance with the terms of the Customer Orders.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?**(Please Circle)**

Yes	**No**	
		Rental PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.
When complete, additional copies will be sent to the following address:

Name:
Street Address:
City,St.,Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

WV VETERANS NURSING FACILITY

Sign:
Print:
Title: Date:

CAREFUSION SOLUTIONS, LLC

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

Sign:
Print:
Title: Date:

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

SALES ASSOCIATE:Brian Yeager
Email: brian.yeager@bd.com

CareFusion

Sold To: WV VETERANS NURSING FACILITY #10047190
Ship To: WV VETERANS NURSING FACILITY #10047190

GPO: NOT APPLICABLE

Customer Order
Pyxis Product Schedule
Customer Order : 1000104805

Product Discounts:
Non-Std Disc %: 25 %
Support Level: Basic / Standard 24h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/31/2018

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
		$ 0.00	$ 0.00		136276-02		MEDICATION LABEL MODULE		EXP	4	$ 23.00	$ 17.00	$ 68.00	$ 5.00	$ 5.00	$ 20.00
		$ 0.00	$ 0.00		136452-01		ES VM Test Server		SWE	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		801		PYXIS ES LINK LICENSES		SWE	1	$ 480.00	$ 480.00	$ 480.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		107-223		CIISafe,V7.X Desktop PC, Bio		EXP	1	$ 898.00	$ 674.00	$ 674.00	$ 89.00	$ 89.00	$ 89.00
		$ 0.00	$ 0.00		345		MED,SRM, ROUNDOFFSET,12FT,LT		EXP	4	$ 86.00	$ 65.00	$ 260.00	$ 17.00	$ 17.00	$ 68.00
		$ 0.00	$ 0.00		324		MEDSTATION,ES,AUX,7-DRAWER	7	EXP	2	$ 787.00	$ 590.00	$ 1,180.00	$ 37.00	$ 37.00	$ 74.00
		$ 0.00	$ 0.00		343		MEDSTATION,ES,AUX, TOWER,SC		EXP	4	$ 155.00	$ 116.00	$ 464.00	$ 30.00	$ 30.00	$ 120.00
		$ 0.00	$ 0.00		323	Rx	MEDSTATION,ES,MAIN,6DR	4	EXP	1	$ 893.00	$ 670.00	$ 670.00	$ 86.00	$ 86.00	$ 86.00
13419887	MEDSTATION,4000,AUX,7-DRAWER	$ 48,022.00	$ 56.00	1ST FLOOR	324		MEDSTATION,ES,AUX,7-DRAWER	7	UPU	1	$ 787.00	$ 590.00	$ 590.00	$ 37.00	$ 37.00	$ 37.00
12801980	MEDSTATION,4000,MAIN,6-DRAWER	$ 13,211.00	$ 220.00	1STFLOOR	323	Rx	MEDSTATION,ES,MAIN,6DR	4	UPU	1	$ 893.00	$ 670.00	$ 670.00	$ 86.00	$ 86.00	$ 86.00
13419888	MEDSTATION,4000,AUX,7-DRAWER	$ 48,022.00	$ 56.00	2ND FLOOR	324		MEDSTATION,ES,AUX,7-DRAWER	7	UPU	1	$ 787.00	$ 590.00	$ 590.00	$ 37.00	$ 37.00	$ 37.00
12800450	MEDSTATION,4000,MAIN,6-DRAWER	$ 13,211.00	$ 220.00	2NDFLOOR	323	Rx	MEDSTATION,ES,MAIN,6DR	4	UPU	1	$ 893.00	$ 670.00	$ 670.00	$ 86.00	$ 86.00	$ 86.00
13419886	MEDSTATION,4000,MAIN,6-DRAWER	$ 50,091.00	$ 0.01	ALZHEIMERS	323	Rx	MEDSTATION,ES,MAIN,6DR	4	UPU	1	$ 893.00	$ 670.00	$ 670.00	$ 86.00	$ 86.00	$ 86.00
		$ 0.00	$ 0.00	IT	136607-01		Hosted Data Services OPT IN		SWE	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00	IT	129812-01		INTF, MED,STD,NEW,PATIENT PROFILE		SWE	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00	IT	129773-01		INTF, MED, STD, NEW USAGE		SWE	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00	IT	129766-01		INTF, MED,STD,NEW,ADT		SWE	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00	IT	134056-01		CCE Basic Connectivity		SWE	1	$ 83.00	$ 83.00	$ 83.00	$ 75.00	$ 75.00	$ 75.00
		$ 0.00	$ 0.00	IT	136517-01		DELL 630 XL RACK ESXI V 5.5 HE		EXP	1	$ 235.00	$ 235.00	$ 235.00	$ 50.00	$ 50.00	$ 50.00
		$ 0.00	$ 0.00	IT	134781-01		Localized User/Form Mgmt Lic 1-10Mains		SWE	1	$ 41.00	$ 31.00	$ 31.00	$ 11.00	$ 11.00	$ 11.00
		$ 0.00	$ 0.00	IT	136448-02		ES VM Small Server w/SQL <15 Mains		SWE	1	$ 495.00	$ 371.00	$ 371.00	$ 124.00	$ 124.00	$ 124.00

Customer Initials: _____

CareFusion

Customer Order
Pyxis Product Schedule
Customer Order : 1000104805

Sold To: WV VETERANS NURSING FACILITY #10047190
Ship To: WV VETERANS NURSING FACILITY #10047190

GPO: NOT APPLICABLE

Support Level: Basic / Standard 24h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/31/2018

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
40183504	ASSY 1U RACK DIM V1.0.1	$ 0.01	$ 0.00	IT			RETURN TO CAREFUSION		CNL							
250093	INTERFACE NON-SHIPPABLE	$ 0.01	$ 0.00	IT			RETURN TO CAREFUSION		CNL							
250089	INTERFACE NON-SHIPPABLE	$ 0.01	$ 0.00	IT			RETURN TO CAREFUSION		CNL							
250091	INTERFACE NON-SHIPPABLE	$ 0.01	$ 0.00	IT			RETURN TO CAREFUSION		CNL							
13420603	MEDSTATION,4000, CONSOLE	$ 20,085.00	$ 0.01	PHARMACY			RETURN TO CAREFUSION		CNL							
182866	USE 120323-01 KIT,ROHS, TOWER SECURITY MO	$ 0.01	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
13202013	CONSOLE DTSVM SERVER DEMO/TEST	$ 0.00	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
14660882	CONSOLE DTSVM SERVER DEMO/TEST	$ 0.01	$ 0.00	VTS			RETURN TO CAREFUSION		CNL							
		$ 192,642.06	$ 552.02										$ 7,706.00			$ 1,049.00

Total Monthly Rental & Support Fee: $8,755.00

All fees mentioned are in USD

Customer Initials: _____