Prepared exclusively for:

State of Nevada

on behalf of the
Division of Public and Behavioral Health

Response to Request for Proposal

for

Part I A – Technical Proposal	
RFP Title:	Pharmaceutical Dispensing System
RFP:	3249
Vendor Name:	Netsmart Technologies, Inc.
Address:	4950 College Boulevard, Overland Park, KS 66211
Opening Date:	June 13, 2016
Opening Time:	2:00 PM

MASTER

Netsmart Technologies, Inc. and Becton, Dickinson and Company (BD)

Contact:
Julie Meyer, Client Alignment Executive
Phone: 913.272.2468
Email: jmeyer@ntst.com

Netsmart
4950 College Boulevard
Overland Park, KS 66211
Ph: 800.842.1973
www.ntst.com

June 13, 2016

Teri Becker
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, Nevada 89701

Dear Ms. Becker:

Through our partnership, Netsmart and BD are pleased to respond to the State of Nevada's RFP # 3249 for automated pharmaceutical dispensing systems and related services. As leaders in behavioral healthcare and global medical technology, we are dedicated to improving the safety and cost of healthcare. We appreciate your interest in our proven Pyxis® automation technologies.

Patient safety is the aim of every healthcare institution. In an era of increasing accountability and financial pressures, we are committed to helping you prevent harmful and costly medication errors while improving workflow efficiencies and financial performance.

We look forward to working with you to implement automated dispensing and scanning stations to provide treatment for your clients. In reviewing our detailed RFP response, you will find that we are uniquely positioned and qualified to deliver the absolute highest value expected from an integrated partnership. Our dedicated Specialty Care sales team has significant experience working with a number of state behavioral health authorities regarding automated medication management.

We look forward to demonstrating our solution to the State of Nevada. Please contact Julie Meyer, Client Alignment Executive, with any questions or comments at (913) 272-2468 or jmeyer@ntst.com.

Sincerely,

Thomas Herzog, Chief Operating Officer
Netsmart Technologies, Inc.
800.842.1973 • therzog@ntst.com

This proposal is valid for 180 days from the proposal submission date of June 13, 2016.

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Tab III – Vendor Information Sheet

Vendor Information

4.1.1 Vendors must provide a company profile in the table format below.

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

Netsmart Response:

Question	Response
Company name:	***Netsmart Technologies, Inc.***
Ownership (sole proprietor, partnership, etc.):	***Private Corporation***
State of incorporation:	***Delaware***
Date of incorporation:	***1994***
# of years in business:	***48***
List of top officers:	***Michael Valentine – Chief Executive Officer*** ***Thomas Herzog – Chief Operating Officer*** ***Anthony Ritz – Chief Financial Officer*** ***Denny Morrison – Ph.D., Chief Clinical Officer*** ***Paul Anderson – Executive Vice President*** ***Michael Brand – Executive Vice President*** ***Fran Loshin-Turso – Senior Vice President*** ***Kristen Guillaume – Senior Vice President*** ***Kevin Scalia – Executive Vice President*** ***Carol Reynolds – Executive Vice President*** ***Ian Chuang, M.D. – Chief Medical Officer***
Location of company headquarters:	***4950 College Boulevard*** ***Overland Park, Kansas 66211***
Location(s) of the company offices:	***Los Angeles, California*** ***Solon (Cleveland), Ohio*** ***Dublin (Columbus), Ohio*** ***New York, New York*** ***Great River (Long Island), New York*** ***Little Rock, Arkansas*** ***Lisle (Chicago), Illinois***
Location(s) of the office that will provide the services described in this RFP:	***4950 College Boulevard*** ***Overland Park, Kansas 66211***
Number of employees locally with the expertise to support the requirements identified in this RFP:	***With more than 500 associates locally, Netsmart has the experience and expertise to support the requirements in this RFP.***

Question	Response
Number of employees nationally with the expertise to support the requirements in this RFP:	***With more than 1,000 associates working form strategic office locations and many more in field-based locations throughout the country, Netsmart has the experience and expertise to support the requirements in this RFP.***
Location(s) from which employees will be assigned for this project:	***4950 College Boulevard Overland Park, Kansas 66211***

Signature _____

Name ***Thomas Herzog***

Title ***Chief Operating Officer***

Question	Response
Company name:	***Becton, Dickinson & Company (BD)***
Ownership (sole proprietor, partnership, etc.):	***Publicly Held Corporation***
State of incorporation:	***Delaware***
Date of incorporation:	***2007***
# of years in business:	***29 years. The Pyxis™ products division of BD has been in business since 1987. BD was founded 119 years ago in 1897.***
List of top officers:	***Vincent A. Forlenza – Chairman of the Board, Chief Executive Officer and President Gary M. Cohen – Executive Vice President and President, Global Health Alexandre Conroy – Executive Vice President and President, Europe and EMA and Americas Jerome V. Hurwitz – Executive Vice President and Chief Human Resources Officer William A. Kozy – Executive Vice President and Chief Operating Officer James Lim – Executive Vice President and President, Greater Asia Thomas Polen – Executive Vice President and President, Medical Segment Christopher R. Reidy – Chief Financial Officer and Executive Vice President of Administration Nabil Shabshab – Executive Vice President and Chief Marketing Officer Jeffrey S. Sherman – Executive Vice President and General Counsel***

Question	Response
	Stephen Sichak – Executive Vice President and Chief Integrated Supply Chain Officer ***Ellen R. Strahlman – Executive Vice President, Research and Development and Chief Medical Officer*** ***Linda Tharby – Executive Vice President and President, Life Sciences Segment***
Location of company headquarters:	***Becton, Dickinson and Company (BD)*** ***1 Becton Drive*** ***Franklin Lakes, New Jersey 07417-1880***
Location(s) of the company offices:	***Regional and local locations:*** ***Andover, Maryland*** ***Ann Arbor, Michigan*** ***Birmingham, Alabama*** ***Broken Arrow, Nebraska*** ***Burlington, North Carolina*** ***Canaan, Connecticut*** ***Cleveland, Ohio*** ***Cockeysville, Maryland*** ***Columbus, Nebraska*** ***Creedmoor, North Carolina*** ***Detroit, Michigan*** ***Durham, North Carolina*** ***El Paso, Texas*** ***Englewood, Colorado*** ***Four Oaks, North Carolina*** ***Franklin Lakes, New Jersey*** ***Holdrege, Nebraska*** ***Leawood, Kansas*** ***Mannford, Oklahoma*** ***Mebane, North Carolina*** ***Miami, Florida*** ***Nogales, Arizona*** ***Oak Forest, Illinois*** ***Ontario, California*** ***Palm Springs, California*** ***Plymouth, Minnesota*** ***Research Triangle Park, North Carolina*** ***Reston, Virginia*** ***San Antonio, Texas*** ***San Diego, California*** ***San Jose, California*** ***Sandy, Utah*** ***Seattle, Washington*** ***Sparks, Maryland*** ***St. Louis, Missouri***

Question	Response
	Sumter, South Carolina ***Vernon Hills, Illinois*** ***Washington, D.C.*** ***Wilson, North Carolina***
Location(s) of the office that will provide the services described in this RFP:	***10020 Pacific Mesa Blvd.*** ***San Diego, California 92121***
Number of employees locally with the expertise to support the requirements identified in this RFP:	***Four individuals have been named as key personnel, along with attached resumes. These individuals will coordinate and manage the implementation and ongoing support along with the more than 1,000 Implementation, Support and Field Service personnel in the U.S. employed by BD.***
Number of employees nationally with the expertise to support the requirements in this RFP:	***BD has more than 1,000 field-based implementation, software integration, clinical training and field service professionals placed regionally throughout the country. We have the personnel, the infrastructure and the tools to ensure that your investment in our technologies is as comprehensive and stress-free as possible.***
Location(s) from which employees will be assigned for this project:	***Key personnel assigned to this account are located in a combination of Nevada and California.***

Signature _____

Name ***Thomas Herzog***

Title ***Chief Operating Officer***

4.1.3. The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	***NV20101021052***
Legal Entity Name:	***Netsmart Technologies, Inc.***

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	X	No	

4.1.4. Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

There are no licensure requirements to implement the Pyxis ADMs.

If the State of Nevada plans to implement electronic closed loop medication management (computerized physician order entry, electronic medication administration record, electronic prescribing), there will be additional licensure requirements.

4.1.5. Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	***X***	No	

The State of Nevada and Netsmart have a long standing relationship working together to ensure client safety, information sharing and data collection, and high quality service delivery. Netsmart currently has contractual relationships with the Division of Public and Behavioral Health Services (DPBH) and the Division of Children and Family Services (DCFS). Netsmart works with multiple offices within DPBH and DCFS to provide solutions to support the services they provide.

myAvatar: Netsmart contracts with both DPBH and DCFS to provide myAvatar. MyAvatar is an ONC Certified Electronic Health Record that provides a robust set of features designed to support the operational, clinical, and financial outcomes for inpatient and outpatient behavioral health care. DPBH and DCFS utilize myAvatar within:

- ***Northern Nevada Adult Mental Health Services***
- ***Southern Nevada Adult Mental Health Services***
- ***Rawson Neal Psychiatric Hospital***
- ***Stein Hospital***
- ***Dini Townsend Psychiatric Hospital***
- ***Lake's Crossing Center***
- ***Desert Willow Treatment Center (DWTC)***

<u>Insight:</u> Netsmart works with the Rural Community Health Services within DPBH to provide Netsmart's Insight CareRecord™ (EHR) designed specifically for local health departments. Insight public health software includes a full range of clinic management, billing, revenue cycle management and case management capabilities needed to provide both basic services and comprehensive population health management and wellness programs. Insight provides a comprehensive, single patient view across a variety of public health programs, including communicable diseases, family and child health services, as well as supporting state and national reporting requirements.

<u>Vital Records System:</u> Netsmart's Vital Records System (VRS) solution supports entry, validation, registration, and issuance of vital event records. The Office of Vital Statistics within DPBH utilizes VRS to track births and deaths.

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	***Division of Public and Behavioral Health***
State agency contact name:	***Erin Williams***
Dates when services were performed:	***Electronic Health Record (Avatar) for Adult Mental Health – initial agreement signed June 24, 2003*** ***Electronic Health Record (Insight) for Rural Community Health Services – initial agreement signed June 30, 2014*** ***Vital Records System for Office of Vital Statistics – initial agreement signed December 12, 2005***
Type of duties performed:	***Installation/implementation, licensing, hosting, and support of enterprise departmental software solutions***
Total dollar value of the contract:	***Avatar – Approximately, ten million dollars over life of agreement.*** ***Insight – Approximately, one million dollars over life of agreement.*** ***Vital Records System – Approximately, five million dollars over life of agreement.***

Question	Response
Name of State agency:	***Division of Children and Family Services***
State agency contact name:	***Kelly Wooldridge***
Dates when services were performed:	***Electronic Health Record (Avatar) for Children Mental Health – initial agreement signed July 1, 2007***
Type of duties performed:	***Installation/implementation, licensing, hosting, and support of enterprise departmental software solutions***
Total dollar value of the contract:	***Avatar - Approximately, five million dollars over life of agreement.***

4.1.6. Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Netsmart Response:

Yes		No	***X***

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

We do not employ any persons who meet the above requirements.

4.1.7. Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Netsmart Response:

Yes		No	***X***

4.1.8. Vendors must review the insurance requirements specified in Attachment E, Insurance Schedule for RFP 3249. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in Attachment E.

Netsmart Response:

Yes	***X***	No	

4.1.9. Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

Established in 1968, Netsmart is healthcare's largest human services and integrated care technology provider. Netsmart technology platforms and expertise are integral to the delivery of outcomes-based services and care to more than 25 million persons nationwide. Netsmart serves more than 500,000 users in more than 24,000 organizations across all 50 states. Netsmart client communities include behavioral health; addiction treatment; intellectual and developmental disabilities; child and family services; public health; home health and hospice; and vital records.

Netsmart utilizes the PyxisP®P product division of BD for all automated dispensing machine implementations. The PyxisP®P was founded in 1987 and has forever changed the way hospital pharmacies dispense medications and manage the inventory. As the industry leader in providing automated dispensing technologies to the healthcare market place, today there are over 4,500 PyxisP®P customers worldwide, from large multi-hospital facilities to small specialized facilities. The PyxisP®P product lines include automation and information systems for medication use and supply-chain management. This automation technology helps health care staff decrease errors associated with transcription, dispensing and preparation. Additionally, PyxisP®P technologies help customers cut costs and save time by streamlining the HLOmedication distribution process with customized solutions.

Partnership

As proven industry leaders, Netsmart and BD are uniquely positioned to support the state of Nevada's goals and objectives. We have demonstrated success among the industry's largest and most prestigious health systems. We have designed our solutions specifically to bring exceptional financial and clinical value to your health system. We are proud of our long term partnership with the State of Nevada and appreciate this opportunity to expand our partnership to help DPBH manage its medications safely and efficiently as it continues to grow.

One Solution

With the Netsmart and BD partnership, we are the only company in the industry that can provide you with a true, comprehensive end-to-end medication management system. We are offering the single most inclusive and integrated collection of automated workflows coupled with medical device technologies in the industry, while leveraging a single, common interface engine and standardized reporting solution. Additionally, Netsmart has focused solely on the unique challenges of Health and Human Services organizations for over forty years, affording our partnership the opportunity to continue to enhance our responsibility to the Behavioral Health Industry for years to come.

As a new medication is prescribed for a patient a complex series of interrelated supply chain and workflow processes are initiated aimed at providing the patient this medication as quickly, efficiently, accurately and cost-effectively as possible. However, within hospitals and across the healthcare system, these processes vary in ways that may have

consequences. Variations impact initiation and timing of medication therapy for patients. They also create pressure, stress and inefficiency for pharmacists and nurses. No other interdepartmental relationship with a hospital demands this many daily synchronization points. No other interdepartmental relationship or synchronization is as critical if not done or done incorrectly. A breakdown at any point in these processes may lead to delayed, omitted or incorrect medication therapy.

Due to federal changes and stricter regulations, such as Joint Commission Accreditation and Meaningful Use, Electronic Health Reporting vendors have taken a larger responsibility for owning the implementation of fully automated closed loop medication management solutions. Patients have a right to receive and hospitals have an obligation to provide, the right medications, for the right reason, at the right time. For this to occur, nurses need the correct medications available at the time they plan to administer them. Before these medications can be dispensed, pharmacists are required by regulations and professional standards to review medication order for patients while also assuring the medications are secure, yet available for the nurse when needed.

By leveraging Netsmart's currently implemented electronic health record technology throughout the State of Nevada and through the implementation of BD's automated dispensing machines, we will successfully complete an end-to-end medication management solution supporting the hospitals. Truly designed for health system performance, BD medication management solutions combine our industry leading Alaris® intelligent infusion system with our Pyxis Pharmogistics® pharmacy automation and inventory management solution, Pyxis MedStation® ES system, Pyxis® Anesthesia ES system, Pyxis® SMART Remote Manager, and Pyxis CIISafe® to enable enterprise-wide medication management.

Our Knowledge Portal reporting solutions provides decision makers with actionable intelligence that goes from Dashboard to Detail in three mouse clicks and will enable the client to benchmark its facility performance against key metrics to support standardization and process improvement. The BD Coordination Engine brings the entire platform together; it integrates BD's Pyxis, and *Alaris® products.

Unique Benefits of Netsmart's BD Pyxis ADM

1. ***<u>Streamlined Clinical Workflows</u>***
   The Netsmart solution provides unique functionality which streamlines dispensing and administration in a potentially challenging environment. For example, Netsmart's interface passes information from the Pharmacy to the ADM which facilitates the simultaneous opening of two cubes within one drawer in situations where two dosage strengths of a single drug are combined to provide the correct ordered strength. This saves time, money, and streamlines workflow.

2. ***<u>Additional Value Enhanced Reporting</u>***
   Netsmart includes reporting specific to the Pyxis ADM to deliver immediate added value. For example, the "Vending station stocking report" tells the user what should be stocked in the behind machine for the current active orders and also helps plan for par levels needed for extended holidays. Netsmart also provides

reports to optimize the usage of this valuable resource by replacing unused items with necessary items.

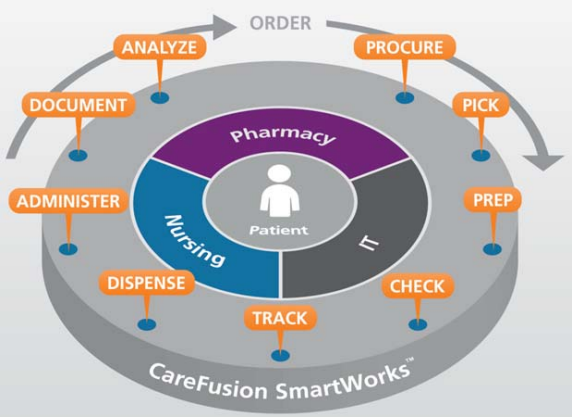
3. ***Development Collaboration Enhances Solution***
   Netsmart and BD collaborate on a shared product roadmap which provides for new enhanced functionality continuously focused on improving clinical workflows. For example, as part of our mutual roadmap, no other Health and Human Service technology partner can provide integration of dispensed medication into an EHR's Electronic Medication Administration Record (eMAR). This will further enhance client safety and increase quality of care as well as protect the investment for the future. Other solutions are disparate relationships delivering only an interface.

4. ***Simplified Integration***
   Netsmart has developed a standard interface and implementation methodology specific to our Pyxis ADM. Our partnership reduces costs and complexity by avoiding the need to construct each interface from scratch and manage multiple vendors for ongoing updates, upgrades, and enhancements.

5. ***Unified Project Management Reduces Risk***
   Netsmart provides unified project management, with responsibility for coordination of the project plan. This removes significant risk and wasted time which results in better timeline adherence and reduced variability. Netsmart uses a repeatable proven coordinated methodology. We have experienced significant delays and disruption when the client is burdened with coordinating and managing multiple vendors, particularly when a client infrequently implements an ADM solution.

6. ***Unified Support Improves Service Levels to Users***
   Netsmart provides support so clients continue to use the existing familiar NetsmartCares support portal tools and relationships. One number to call with a unified coordinated response. Contrast this with the potential client frustration coordinating support on behalf of the Doctors, Nurses, Pharmacists, and clinicians who provide care to consumers.

BD Solution - Designed for Health System Performance



Reduce documentation ● Simplify workflow ● Reduce chance for error
Leverage HIT investments ● Consolidate device connectivity

Pyxis Medication Dispensing Solutions

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.

<u>Enterprise-wide integration</u> 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.***

<u>Simple, safe workflows focused on the patient</u> 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 – four steps in five 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.***

<u>Correlation between security and capacity</u> allows health systems to increase medication line items in patient care areas while maintaining or increasing security.

- ***The Pyxis MedStation system provides the highest medication capacity possible in a variety of configurations.***
- ***The Pyxis MedStation system maximizes security of high risk medications with CUBIE drawers and pockets. CUBIE technology allows customers to increase medication line item capacity while at the same time increasing security.***
- ***The flexibility and configurability of CUBIE technology allows customers to change pocket sizes at any time and increases medication line item capacity and security by enabling controlled medications to be secured in the same drawer as non-controlled medications.***

4.1.10. Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

The Pyxis™ products division of BD has been in business since 1987. In October 2014, Netsmart and BD partnered to provide a true, comprehensive end-to-end medication management system. This partnership allows for the single most inclusive and integrated collection of automated workflows coupled with medical device technologies in the industry, while leveraging a single, common interface engine and standardized reporting solution.

Tab IV – State Documents

The State documents tab must include the following:

A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.

B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.

D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

E. Copies of applicable certifications and/or licenses.

Signature Page from all Amendments

Completed signature pages from all amendments are included in this section.

Attachment A – Confidentiality and Certification of Indemnification

Completed Attachment A is included in this section.

Attachment C – Vendor Certifications

Completed Attachment C is included in this section.

Vendor Licensing Agreements / Hardware and Software Maintenance Agreements

Copies of any vendor licensing agreements and hardware and software maintenance agreements are included in this section.

Certifications and/or Licenses

Netsmart Achieves Full ARRA Certification

If your organization aims to qualify for Meaningful Use (MU) funds now or in the future, an ARRA-certified solution is required. Netsmart has 100 percent ONC-ATCB ARRA ambulatory and inpatient certified solutions. We were the first behavioral healthcare software solution to achieve this standing and to offer a complete ARRA-certified EHR both for Eligible Professionals (EPs) and Hospital incentives.

Additionally, Netsmart is committed to ensuring that our CareRecord solutions maintain compliance with current and future HIPAA, ACA, HITECH and MU requirements. To date, all of our care records have achieved 2014 ONC CEHRT certification. Additionally, our solutions have been updated to support requirements as outlined by HIPAA including client privacy and upcoming ICD-10 requirements. As of March 2015, clients using Netsmart EHRs represented nearly 1,500 Eligible Providers who were receiving MU2 funding.

<u>21 CFR 1311 Certification</u>

Netsmart has received 21 CFR 1311 Certification for its OrderConnect™ e-prescribing solution. The certification is a requirement before prescribers or pharmacies can begin to exchange e-prescriptions for controlled substances (EPCS).

Successful completion of the testing of the OrderConnect e-prescribing solution by Drummond Group and Surescripts® means caregivers licensed to prescribe controlled substances for the treatment of mental illnesses will no longer be tethered to a paper-based system. The intended result is a more efficient workflow, enhanced medication management and fewer cases of prescription-drug fraud.

<u>Drummond Certified</u>

Netsmart's myEvolv™ EHR solution was certified in January 2011 by Drummond as a Complete Ambulatory EHR under HHS/ONC rules. Certification Number: 01192011-1051-1.

On December 19, 2013 Netsmart's myEvolv V 9.0 solution attained ambulatory Complete EHR, 2014 Edition (MU Stage 2) certification.

Netsmart will work with our clients to aid them in their pursuits to demonstrate meaningful use, including sharing the configurations utilized for the ONC certification testing, as well as providing insights and consultation around best practices and our field experiences.

Netsmart provides a MU guide outlining all areas of myEvolv that support MU. The guide also provides details on how to report and/or attest to MU achievement.

Netsmart is committed to retaining our HHS/ONC complete ambulatory EHR certification and will comply with all future stages of the EHR and eRx incentive programs. Netsmart

remains in constant connection with information sources to stay ahead of all incentive program requirements as they are published. Netsmart's development team and development schedule will keep MU as a top priority to ensure continued compliance.

BD Certifications

BD is committed to meeting and exceeding our customer expectations by continually reviewing and improving our processes to prevent rather than detect quality issues in all areas of the business. On April 20, 2004, BD announced our successful achievement of ISO 9001:2000 certification from ISO registrars DNV for our Pyxis products. The ISO 9001:2000 certification reinforces our commitment to quality. By adopting ISO's rigorous quality standards, we are committing that we will continue to deliver the highest quality products and services to our customers.

BD is certified in ISO-14001 Environmental Management System through a 3rd party accredited body (UL DQS). This certification covers the corporate offices and 15 other company sites globally. ISO-14001 provides a structured process for managing pollution prevention, environmental compliance, and continual improvements through well-defined procedures and objectives. Many of the environmental improvement objectives currently underway include energy reduction and packaging reduction projects, which will directly reduce the carbon footprint of the company.

BD devices also meet DIACAP (Defense Information Assurance Certification and Accreditation) which is the military standard for network and information security that our products must meet in order to be available to the U.S. military.

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State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Jeffrey Haag
Administrator

SUBJECT:	Amendment 1 to Request for Proposal 3249
RFP TITLE:	Leasing of Pharmaceutical Dispensing System and Related Services
DATE OF AMENDMENT:	May 25, 2016
DATE OF RFP RELEASE:	May 4, 2016
OPENING DATE:	June 13, 2016
OPENING TIME:	2:00 PM
CONTACT:	Teri Becker, Procurement Staff Member

The following shall be a part of RFP ***3249.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

1. What is your med formulary for each location?

   See embedded documents below for current lists. The RN ADM List is the ADM formulary for Rawson-Neal and Stein Hospitals (14 ADM's total). The DWTC ADM List is the ADM Formulary for Desert Willow Treatment Center (5 ADM's). Lakes' Crossing and Dini-Townsend use the same lists. The State plans to add to the formularies once ADM's with sufficient capacity have been obtained.

   RN-ADM Medication List

   DWTC-ADM Medication List

2. Are there any other Terms & Conditions, that are not included in this RFP that a vendor must agree to?

   The State publishes its terms and conditions within the solicitation.

3. Are you willing to sign a Sole Source Letter for this one time purchase? After this purchase, there will not be any future requirements to purchase Omnicell.

   The State is requiring leases of the equipment, not a purchase. No sole source letter will be approved.

4. We do not supply scanning equipment for the scan stations, we only provide the software. Is Nevada okay with purchasing the scanning hardware from another vendor?

   The State prefers a "turn-key" operation; however, may consider obtaining scanning hardware elsewhere, if in the best interest of the State.

5. Is NSH tracking med by NDC for billing?

   Currently, not in all facilities.

6. Is NSH tracking meds by NDC when changing generics within a bin of the medication cabinet, or do they have to create a new bin for each NDC?

   Not currently, but we want to be able to track changing generics. We have to use one generic NDC to cover all generic NDC's for a medication, but we don't scan at the ADM currently so it hasn't been an issue. We plan to start scanning at the ADM, so we will need to track all NDC's.

7. Would it be acceptable to NSH if the medication automation system required nightly downtime forcing each cabinet to operate on override for up to 2 hours?

   Yes.

   a. It's been expressed to us that the Pyxis ES automation system requires the above due to "core coding fixes"

8. On page 4 of the Request for Proposal (3249) it states, "The new dispensing system must be in place and operational on or before December 31, 2016". Provided that the project can start on October 1, 2016, this date provides only three months to plan, execute, and complete the anticipated project. This may not be possible to achieve if Division of Public and Behavioral Health (DPBH) wants to have a successful project that allows all stakeholders the opportunity to participate, be educated, and operationalize the requested system. Our experience has shown that these implementations typically take nine to twelve months. While it might be possible to achieve this deadline, it will require dedicated resources from the vendor and DPBH to be 100% dedicated to this project. Our experience with other States has shown that it is very difficult for States to dedicate staff 100% to a project.

   To ensure appropriate and thorough project planning, configuration setup, testing, training, and operational readiness, would the state consider either:

   a) Extending the date for the new ADM beyond December 31, 2016 to at least June 30, 2017?

      The State will work with the awarded contractor to obtain a mutually agreeable timeline.

   b) Allowing for alternate timelines to be presented in the response to highlight where the challenges would exist for the requested December 31, 2016 deadline?

      The State will work with the awarded contractor to obtain a mutually agreeable timeline.

9. Is the state of Nevada currently utilizing ADM systems? If so, could you please provide the number of scan stations, locations, and types of devices?

This information is subject to change. Currently, the State has:

- *Rawson-Neal currently has 5 Nursing units with a total of 9 scan stations (capable of scanning MD orders to Pharmacy).*
- *DWTC has 5 nursing stations with 5 scan stations.*
- *Stein Hospital has 4 nursing stations with 4 scan stations.*
- *A significant portion of the scanning technology is proprietary to the current vendor as all-in-one scanning units.*
- *DT has 2 ADMs and scan stations.*
- *Lake's Crossing (main building) has 2 ADMs and scan stations*
- *Lake's Crossing (annex) has 2 ADMs and scan stations*

10. If the state is currently utilizing ADM systems, upon private correspondence, could the state make serial numbers for existing scan stations available to potential bidders? If possible, could the state please outline a process for requesting this information?

The State cannot provide this information. It is proprietary to the current vendor.

11. On page 9 (Section 3.2.2), the RFP states that the following services must be provided, "Real-time 24/7/365, hardware and software technical assistance flowing to Hospital IT and Pharmacy staff, that is dedicated specifically to this account to provide prompt in-person (within 1 hour) response and remote assistance". Are DPBH's terms regarding vendor support of systems generally available to inform and guide vendors? If not, can the State provide additional definition regarding what "technical assistance" means and the use of the term "dedicated"?

"Technical assistance" is 24/7/365 hardware and software communicative technical service, remote or on-site, if necessary, flowing to Hospital IT and Pharmacy Staff within a prompt 1 hour window resulting in a resolution of the issue.

"Dedicated" service refers to the vendor making designated members of their trained technical staff available, as needed, to assist with resolving the issue.

Further, whether vendor training programs are available wherein an on-site State employee can be trained to facilitate the resolution of the issue, in the event technical assistance is not forthcoming on a timely basis.

ALL ELSE REMAINS THE SAME FOR RFP 3249.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: ***Netsmart Technologies, Inc.***

Authorized Signature:

Title: ***Chief Operating Officer*** Date: ***6/13/2016***

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Jeffrey Haag
Administrator

SUBJECT:	Amendment 2 to Request for Proposal 3249
RFP TITLE:	Leasing of Pharmaceutical Dispensing System and Related Services
DATE OF AMENDMENT:	June 6, 2016
DATE OF RFP RELEASE:	May 4, 2016
OPENING DATE:	June 13, 2016
OPENING TIME:	2:00 PM
CONTACT:	Teri Becker, Procurement Staff Member

The following shall be a part of RFP ***3249.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

The following sections of RFP 3249 shall be changed to read:

Section 9.2.1.2 Six (6) identical copies.

Section 9.3.2.2 Six (6) identical copies.

Section 9.4.1.2 Six (6) identical copies.

ALL ELSE REMAINS THE SAME FOR RFP 3249.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: ***Netsmart Technologies, Inc.***

Authorized Signature:

Title: ***Chief Operating Officer*** Date: ***6/13/2016***

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked "**Part I B Confidential Technical**" and "**Part III Confidential Financial**".

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 "ACRONYMS/DEFINITIONS."***

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	
Note: By marking "NO" for Public Record CD included, you are authorizing the State to use the "Master CD" for Public Records requests.			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			
As a private corporation, Netsmart does not make its financial information available to the public.			

Netsmart Technologies, Inc.

Company Name

Signature

Thomas Herzog ***6/13/2016***

Print Name Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Netsmart Technologies, Inc.

Vendor Company Name

Vendor Signature

Thomas Herzog — ***06/13/2016***

Print Name — Date

This document must be submitted in Tab IV of vendor's technical proposal

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 Nevada Division of Mental Health & Development Services ("Customer"), each a "Party" and, collectively, the "Parties." This Master Agreement consists of: (i) the General Terms and Conditions below, and (ii) all Schedules (as defined below) which are made a part of this Master Agreement either upon the Effective Date or at a later date upon the execution of an amendment.

The Parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. ORDERING, DELIVERY, AND PAYMENT.

1.1 **Customer Orders.** The Parties may enter into various transactions for hardware ("Equipment"), 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 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.

NEVADA DIVISION OF MENTAL HEALTH & DEVELOPMENT SERVICES

Notice Address:
Address: 4150 Technology Way
City, State Zip: Carson City, NV 89706-2026

State of Incorporation: _____

By: _____

Print: _____

Title: _____

Date: _____

CAREFUSION SOLUTIONS, LLC

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

State of Incorporation: Delaware

By: _____

Print: _____

Title: _____

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. 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. 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.

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.

Tab V – Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

A. ***Attachment B*** with an original signature by an individual authorized to bind the organization must be included in this tab.

B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed on ***Attachment B.***

C. Only technical exceptions and/or assumptions should be identified on ***Attachment B.***

D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

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ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO ***X*** _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Netsmart Technologies, Inc.
Company Name

Signature

Thomas Herzog — ***6/13/2016***
Print Name — Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
1	***Attachment E – Insurance Schedule, A. 1.***	*46*	**Commercial General Liability – Occurrence Form** Policy shall include bodily injury, property damage and broad form contractual liability ~~and XCU~~ coverage. ***XCU (explosion, collapse, underground) is not applicable to our performance under this contract.***
2	***11.1.15, 11.2.4, 11.3.1.1, 11.4.2.8, 11.4.2.10***	***30, 32, 34, 39, 40***	***Our standard terms and conditions (following this attachment) are in addition to or where in conflict, supersede the terms contained in the RFP.***

Netsmart Standard Terms and Conditions

1. **LICENSED PROGRAMS**

a) Netsmart hereby grants Licensee:
   i) a non-exclusive, perpetual (subject only to termination under Section 11) non-transferable license to use the Licensed Programs in object code form only for Licensee's internal business purposes and not to process the data of any other entity;
   ii) to support the number of Licensee Databases and the number of named users of the Netsmart Programs set forth in Schedule __ [unless the license is an Enterprise type License];
   iii) on the number of servers, operating system and for access by the maximum number of simultaneous users or other such restrictions of the Third Party Products as set forth in Schedule __;

   The foregoing license grant may be exercised by Licensee and its employees and independent contractors (provided that such independent contractors undertake in writing to be bound by all applicable restrictions in this Agreement) (collectively, "Licensee Personnel") on Licensee's equipment for Licensee's internal business purposes provided they are added as named users for the Licensed Programs.

b) Except as expressly stated in this Agreement, no other rights, express, implied or otherwise are granted to Licensee.

c) Nothing in this Agreement will be deemed to convey any title or ownership interest in the Licensed Programs to Licensee. Licensee will not sell, disclose, lease, sublease, lend or otherwise make the Licensed Programs available to anyone who does not need access to the Licensed Programs in order for Licensee use the Licensed Programs to accomplish their intended purpose.

d) Licensee agrees to reproduce any copyright notices and/or other proprietary legends, regardless of form, contained in, affixed to, or appearing on the Licensed Programs.

e) Licensee will not disassemble or reverse engineer any of the Licensed Programs nor attempt to access or modify the source code version of the Licensed Programs and will not make any derivations, adaptations, or translations of the Licensed Programs in whole or in part, nor use the Licensed Programs to develop functionally similar computer software or to otherwise compete with Netsmart.

2. **WARRANTIES**

a) Netsmart warrants that the Licensed Programs will substantially conform in all material respects with their Specifications. Netsmart will correct any Problems or Defects in accordance with its Support Services program as then in effect.

b) Netsmart further represents and warrants that it has the right to grant the licenses granted to Licensee hereunder and that to the best of Netsmart's knowledge the Licensed Programs do not infringe upon or violate the United States patent rights of any third party and do not infringe upon or violate the copyright, or trade secret right of any third party.

c) If any modifications, additions or alterations of any kind or nature are made to the Licensed Programs without authorization by Netsmart or anyone acting with the consent of or under the direction of Netsmart, all warranties will immediately terminate and Netsmart will have no further warranty obligation to Licensee.

3. **LIMITATION OF WARRANTY.**

THE FOREGOING WARRANTIES ARE EXCLUSIVE OF ANY OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE LICENSED PROGRAMS, HARDWARE OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING. LICENSEE'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THE SECTION 2(a) WARRANTY AND NETSMART'S SOLE OBLIGATION IS TO MODIFY THE SOFTWARE TO

ELIMINATE THE PROBLEM OR DEFECT. LICENSEE'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THE SECTION 2(b) WARRANTY IS SET FORTH IN SECTION 5.

4. **LIMITATION OF LIABILITY**

a) **LIMITATION ON SPECIFIED DAMAGES** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES RELATED TO DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR PROFITS OR REVENUE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT AS SET FORTH IN SECTION 5, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY THIRD PARTY CLAIM.

b) **LIMITATION ON CUMULATIVE LIABILITY**. EXCEPT AS SET FORTH IN SECTION 5, THE CUMULATIVE LIABILITY OF NETSMART TO LICENSEE FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO NETSMART UNDER THIS AGREEMENT.

5. **INDEMNIFICATION**

a) In the event of any claim by a third party against Licensee (the "Claim"), alleging that the use of the Licensed Programs infringes upon any intellectual property rights of such third party, Licensee will promptly notify Netsmart and Netsmart will defend such Claim, in Licensee's name but at Netsmart's expense, and will indemnify Licensee against any liability paid by Licensee, including but not limited to attorneys' fees and disbursements, arising out of such Claim. In the event such an infringement is found and Netsmart cannot either procure the right to continued use of the Licensed Programs, or replace or modify the Licensed Programs with a non-infringing program, then Netsmart may terminate the license of the Licensed Programs, and will refund to Licensee the amount of the license fee paid by Licensee, reduced by one sixtieth for each full month from the date of first use of the Licensed Programs, until the date of termination.

b) Netsmart will not have any liability under Section 5(a), , to the extent that the Claim is based upon (i) the use of the Licensed Programs in combination with other products or services not made or furnished by Netsmart, provided that the Licensed Programs alone are not the cause of such Claim; or (ii) the modification of the Licensed Programs or any portion thereof by anyone other than Netsmart, or an authorized agent of Netsmart provided that the Licensed Programs in unmodified form are not the cause of such Claim.

6. **CONFIDENTIALITY**

a) Each party agrees that by reason of their engagement hereunder, they will acquire confidential information and trade secrets concerning the operations of the other party and their business methods and operations.

b) Each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect its own confidential information to protect any confidential information of the other party that is disclosed during negotiation or performance of this Agreement including any aspect of the business or affairs of the other party and their information and the parties' performance under this Agreement.

c) Netsmart recognizes and acknowledges the sensitive and confidential nature of information it may obtain with regard to Subscriber's clients and their treatment, and agrees that information with respect to Subscriber's clients and their treatment will be kept in strict confidence in perpetuity by Netsmart. Netsmart agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA")

and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". Netsmart agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Netsmart will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

d) Subscriber will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Netsmart and/or the owner of the Third Party Programs. Including but not limited to: (i) instructing its employees having access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; (ii) effecting sufficient security measures including, at the request of Netsmart, requiring non-disclosure agreements with its employees, to safeguard such information from theft or from access by unauthorized parties; (iii) Maintaining proper control of passwords and security procedures to prevent unauthorized access to the Subscriber Database .

7. **NON-SOLICITATION**

During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly or indirectly solicit for employment or as a consultant, an employee or consultant of the other party, or any person who was an employee or consultant of the other party at any time during the six (6) month period immediately prior to the date such employee or consultant is solicited, hired or retained.

8. **FORCE MAJEURE**

Neither party will be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

9. **ORDER OF PRECEDENCE**. The Request for Proposal and Netsmart's Response will be incorporated by reference into the final agreement between the parties (collectively, the Contract Documents). In the event of any conflict or inconsistency between the terms and conditions of the Contract Documents, the conflict or inconsistency shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the written terms and condition of the final agreement that is mutually executed by the parties; (2) the terms of the Request for Proposal that are accepted by Netsmart's written response; and (3) any other Contract Documents identified above.

Tab VI – Section 3 – Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

3.2.1 Automatic Dispensing Machines must integrate and interface seamlessly with existing software applications, specifically My Avatar;

Yes. With the Netsmart and BD partnership, we can provide you with a true, comprehensive end-to-end medication management system. Netsmart has developed a standard interface and implementation methodology specific to our Pyxis ADM. Therefore, the Pyxis ADM and myAvatar will integrate seamlessly. Our partnership reduces costs and complexity by avoiding the need to construct each interface from scratch and manage multiple vendors for ongoing updates, upgrades, and enhancements.

To add, the BD Coordination Engine utilizes the HL7 messaging standard and supports version 2.2-2.7. 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.

3.2.2 Real-time 24/7/365, hardware and software technical assistance flowing to Hospital IT and Pharmacy staff, that is dedicated specifically to this account to provide prompt in-person (within 1 hour) response and remote assistance;

BD Customer Support is available 24/7/365 through the BD Pyxis™ Technical Support Center to respond immediately to any support issue. Call wait times is currently averaging less than four minutes. 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. More than 50% of all reported cases are resolved remotely using our award-winning Remote Support Services (RSS). RSS is provided at no additional charge in each of our Support programs.

Guaranteed response time (GRT) varies by service program and customer site location. Troubleshooting is performed with our customers over the phone by our Technical Support Center (TSC) utilizing our Remote Support Services (RSS), and in many cases resolution and closure occur without the need for any on-site service. Calculation of response times from the time a call is placed is, in the vast majority of cases, not applicable. Actual on-site guaranteed response times vary by Support Agreement type, as follows:

- ***Standard Support Plan – 24 hr GRT, Credit 5% of unit monthly support fee***
- ***Advanced Support Plan – 8 or 24 hr GRT, Credit 20% of unit monthly support fee.***

- ***Elite Support Plan – 4 hr GRT, 95% cumulative for all covered equipment, Credit 5% of applicable equipment cumulative monthly support fee.***

If, due to the sole fault of BD, a service representative does not arrive within this guaranty period, then BD shall credit Customer the percentage noted above of the then-current Monthly Support Fee for the Pyxis™ Product(s) as defined by the support program terms.

Regardless of the type of program or customer location, Our Field Service Technicians (FSTs) meet 98% of all contractual Guaranteed Response Times (GRTs), and our average time to clear a reported issue, from the time it is reported to the time it is resolved to the customer's satisfaction, is less than five hours. This ensures that even if there is an issue with a given device, it is responded to and resolved very rapidly.

3.2.3 Remote access from any designated computer in the network with the ability for IT/Pharmacy to reset systems remotely;

Yes. The Pyxis™ Enterprise Server's web-based access enables greater flexibility for hospitals across a health system. Pyxis™ Enterprise Server's web-based architecture allows the server to be accessed remotely from anywhere in the hospital where the user can gain access-or even outside the hospital with appropriate IT permissions. It also allows users to access the server on a multitude of devices like computers, laptops, tablets, and even devices like iPads and smart phones.

There is no limit to the number of users who can access the Pyxis™ Enterprise Server at any point. Any user with appropriate permissions (set through User Roles) can access the server when needed.

3.2.4 Server available in both physical and virtual platforms;

We can provide options for turn-key (physical servers) as well as virtual.

3.2.5 Windows 7 or newer operating system;

Yes. Pyxis MedStation™ ES stations support Microsoft Windows 7.

3.2.6 Biometric user identification;

Yes. Access to the Pyxis™ system requires two forms of identification, which is required by many states and considered a higher security solution, providing greater medication security for medications stored in the Pyxis MedStation™ system.

The Pyxis™ ES system supports compliance with certain state regulations which require capturing the positive identification of the person responsible for a specific drug transaction including, but not limited to, the prescribing, administering, or dispensing of a drug. The system accomplishes this by requiring two forms of user identification, including a password or BioID as well as a secondary personal identifier such as a user-specific barcode, when a user accesses the Pyxis MedStation™ ES system.

The BioID fingerprint identification system used for Pyxis MedStation™ system has passed all the FBI image tests except a qualitative test in which a fingerprint examiner "reviews" the images against forensic standards relevant to crime scene "surface" detail. Our BioID fingerprint identification system collects surface and subsurface features that the FBI examiners concluded was not suited for forensic use. The combination of surface and subsurface features provides higher performance for commercial applications such as the BioID fingerprint identification system used in our Pyxis MedStation™ system. FIPS 201 is not applicable to Pyxis™ products.

3.2.7 Touchscreen and keyboard interface;

Yes. The Pyxis MedStation™ ES has an enhanced, easy-to-use high-reliability LCD with 4:3 aspect ratio touch screen and USB keyboard which included 101 keys, a tactile elastomer cover and silent, tactile feedback keys.

3.2.8 Flexible configuration (drawer sizes and pockets) capacity of 300 medications or more;

Yes. The Pyxis MedStation™ six drawer main units can be configured to securely limit access to 360 different medication line items.

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. Pockets are available 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.

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.

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.

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.

Matrix drawer

3.2.9 Proposals shall be for a dispensing unit (ADM) configured as follows:
3.2.9.1 Drawers
A. Maximum of one matrix drawer;

Yes. BD's proposal includes a maximum of one matrix drawer.

Our 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.

B. Secure drawer/drawers capable of single dose dispensing of approximately 200 doses of controlled medication; and

Yes. BD's proposal includes secure drawers capable of single dose dispensing. Our MiniDrawers can be configured in either a single-wide or triple-wide design:

- ***The single-wide MiniDrawer (I-18) offers a narrow tray design that is suitable for dispensing unit dose tablets and medications with smaller packaging.***
- ***The triple-wide design (I-6) MiniDrawer trays can accommodate syringes, larger quantities of medication and larger package sizes.***

The trays are detachable making customization and reconfiguration simple.

MiniDrawer supporting 216 doses, one I – 18 drawer or 72 doses, I -6 drawer

Drawer	***Mode***	***Line Items***	***Par/Max***	***Total***
I-18 Single Wide	***Single dose***	***18***	***12***	***216***
I-6 Triple wide	***Single dose***	***6***	***12***	***72***

Single Dose (I-18)

Single dose (I-6)

C. All remaining drawers "pockets" must all be capable of locking.

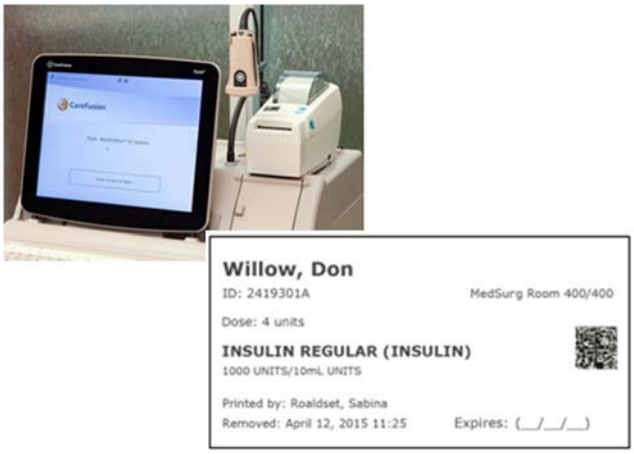
Yes. BD's proposal reflects the goal that all remaining drawer pockets are capable of locking.

- ***Our half-height CUBIE™ pockets have been redesigned to have slightly more internal space and an improved lid design. The half-height CUBIE™ ES drawer contains the same segmented electronics boards as the full-height CUBIE™ drawer which allows for easier serviceability. Overall, the design of the new half-height CUBIE™ enhances security and enables quicker, more reliable access to medications, and supports diversion prevention.***
- ***Our new full height CUBIE™ pockets provides our customers an alternative to the carousel drawers enabling a greater capacity for the drawer space currently utilized with carousels. Our full height CUBIE™ drawers provide the same security as the CUBIE™ pockets the customer currently utilizes. Expanding our CUBIE™ technology to hold larger, high-risk medications enables hospitals to maximize storage space in the Pyxis MedStation™ system stations.***

3.2.9.2 Remaining Components
A. Include bulk label printer.

Yes. BD's proposal includes a bulk label printer. The Medication Label module for Pyxis MedStation™ ES system consists of hardware and software to support printing of a patient-specific label upon item removal. Formulary items are configured to print by Pharmacy and can print for each removal or only on fractional use removal. The medication label module works with an external, high-capacity printer connected via USB. The label contains:

1. ***Patient Name***
2. ***Facility Patient Display ID***
3. ***Patient Location***
4. ***Ordered Dose***
5. ***Medication Description***
6. ***"Removed by" User identification***
7. ***Removed Date and time***
8. ***Location for expiration date***
9. ***Medication barcode identifier***



The medication barcode identifier is configurable by facility. Labels can be reprinted in the event of damage or loss.

This additional system module helps improve compliance with The Joint Commission requirements regarding labeling medications as referenced in Hospital National Patient Safety Goal 03.01.01. Proper medication labeling can help reduce medication errors, missing doses, and waste caused by mislabeled, open multi-use medications. The module's medication identifier barcode may also help facilitate barcode medication administration at the bedside, as defined by hospital or health system policies and procedures.

Dimensions of the label printer: 4" Wide x 10" Long x 6 ¾" Tall

B. All other components shall be standard issue cabinet components, but also meet any other requirements stated in this document.

Yes. BD will comply.

3.2.9.3 Include detailed descriptions of all available drawer “pocket” configurations other than what is specified above. Explain if and/or how pocket types and/or sizes are interchangeable.

Yes. MiniDrawers add value to the Pyxis MedStation™ system by helping hospitals address increased medication safety and improved quality of patient care. They offer 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 (I-18) 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 (I-6) trays can accommodate syringes, larger quantities of medication and larger package sizes. MiniDrawer trays are available with 1, 2, 3, 4, 6 or 12 pockets. The trays are detachable making customization and reconfiguration simple.

The CUBIE™ drawer technology increases efficiencies and cost savings by facilitating rapid pocket/drawer re-configurations, without having to replace the drawer. Pockets can be moved from drawer to drawer or station to station.

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.

3.2.9.4 Include detailed descriptions of all available drawer dimensions and pocket sizes (LxWxH) in addition to the above requirements.

Pyxis MedStation ES system drawer specifications

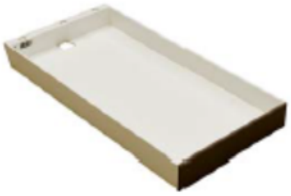
Matrix drawer and Bin Matrix drawer specifications

The following table provides specifications for Pyxis MedStation ES system Matrix drawers and Bin Matrix drawers. (Drawer dimensions are for the inside drawer liner.)

Photo	Equipment	Imperial dimensions	Metric dimensions
	Matrix drawer	21.1" (L) 15.8" (W) 4.6" (D)	53.6 cm (L) 40.1 cm (W) 11.7 cm (D)
	Matrix drawer pockets (each)	2.5" (L) 2.5" (W) 4.6" (D)	6.4 cm (L) 6.4 cm (W) 11.7 cm (D)
	Bin Matrix drawer	21.9" (L) 16.2" (W) 8.7" (D)	55.6 cm (L) 41.1 cm (W) 22.1 cm (D)
	Bin drawer pockets (each)	5.4" (L) 5.2" (W) 8.7" (D)	13.7 cm (L) 13.2 cm (W) 22.1 cm (D)

MiniDrawer 3X subdrawer pocket specifications

The following table provides internal pocket dimensions for Pyxis MedStation ES system MiniDrawer 3X subdrawers.

Photo	Equipment	Imperial dimensions	Metric dimensions
	3X subdrawer, 1 Pocket	8.0" (W) 15.6" (L) 1.3" (D)	20.3 cm (W) 39.6 cm (L) 3.3 cm (D)
	3X subdrawer, 2 Pocket	8.0" (W) 7.8" (L) 1.3" (D)	20.3 cm (W) 19.8 cm (L) 3.3 cm (D)
	3X subdrawer, 3 Pocket	8.0" (W) 5.1" (L) 1.3" (D)	20.3 cm (W) 13 cm (L) 3.3 cm (D)
	3X subdrawer, 4 Pocket	8.0" (W) 3.9" (L) 1.3" (D)	20.3 cm (W) 9.9 cm (L) 3.3 cm (D)
	3X subdrawer, 6 Pocket	8.0" (W) 2.5" (L) 1.3" (D)	20.3 cm (W) 6.4 cm (L) 3.3 cm (D)
	3X subdrawer, 12 Pocket	8.0" (W) 1.3" (L) 1.3" (D)	20.3 cm (W) 3.3 cm (L) 3.3 cm (D)

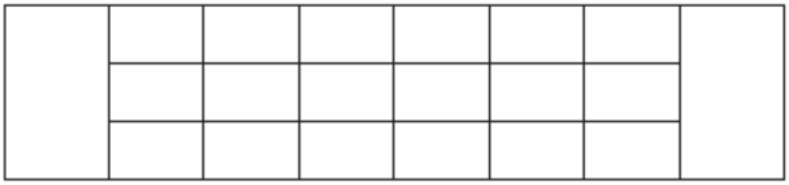
MiniDrawer 1X subdrawer pocket specifications

The following table provides internal pocket dimensions for Pyxis MedStation ES system MiniDrawer 1X subdrawers.

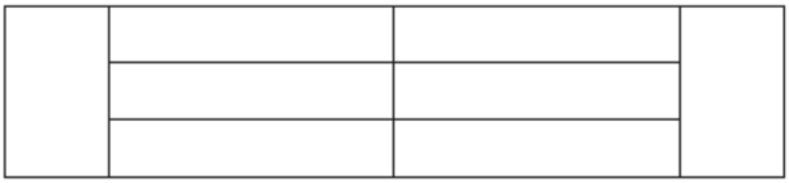
Photo	Equipment	Imperial dimensions	Metric dimensions
	1X subdrawer, 1 Pocket	2.5" (W) 15.6" (L) 1.3" (D)	6.4 cm (W) 39.6 cm (L) 3.3cm (D)
	1X subdrawer, 2 Pocket	2.5" (W) 7.8" (L) 1.3" (D)	6.4 cm (W) 19.8 cm (L) 3.3 cm (D)
	1X subdrawer, 3 Pocket	2.5" (W) 5.1" (L) 1.3" (D)	6.4 cm (W) 13.0 cm (L) 3.3 cm (D)
	1X subdrawer, 4 Pocket	2.5" (W) 3.9" (L) 1.3" (D)	6.4 cm (W) 9.9 cm (L) 3.3 cm (D)
	1X subdrawer, 6 Pocket	2.5" (W) 2.5" (L) 1.3" (D)	6.4 cm (W) 6.4 cm (L) 3.3 cm (D)
	1X subdrawer, 12 Pocket	2.5" (W) 1.3" (L) 1.3" (D)	6.4 cm (W) 3.3 cm (L) 3.3 cm (D)

MiniDrawer subdrawer configurations

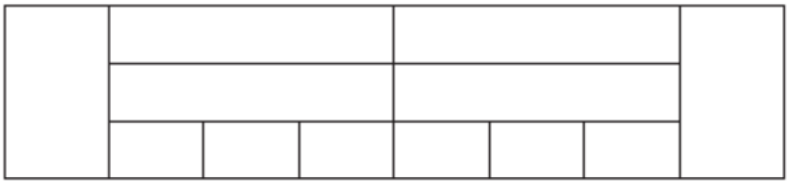
The following diagrams show front views of the four basic MiniDrawer subdrawer configurations that are available.



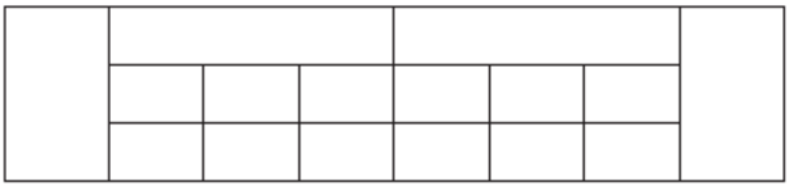
I-18
18-1X subdrawers



I-6
6-3X subdrawers



I-10
4-3X subdrawers
6-1X subdrawers



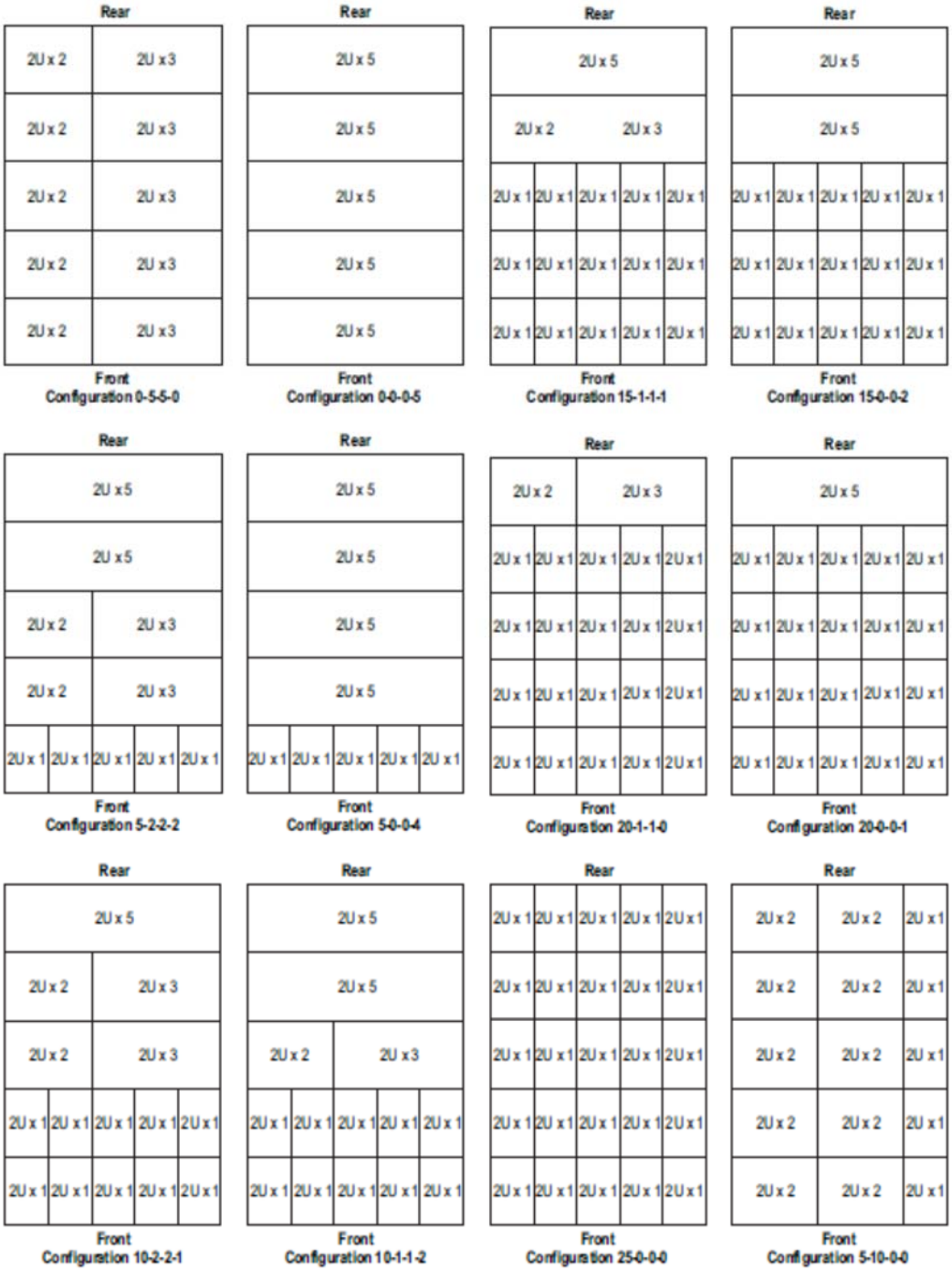
I-14
2-3X subdrawers
12-1X subdrawers

Full-height CUBIE drawer pocket specifications

The following table provides internal pocket dimensions for each type of Full-height CUBIE drawer CUBIE pocket.

Photo	Equipment	Imperial dimensions	Metric dimensions
	Full-height CUBIE pocket 2Ux1	2.99" (W) 2.17" (L) 4.17" (D)	7.6 cm (W) 5.5 cm (L) 10.5 cm (D)
	Full-height CUBIE pocket 2Ux2	2.99" (W) 4.92" (L) 4.17" (D)	7.6 cm (W) 12.5 cm (L) 10.5 cm (D)
	Full-height CUBIE pocket 2Ux3	2.99" (W) 7.68" (L) 4.17" (D)	7.6 cm (W) 19.5 cm (L) 10.5 cm (D)
	Full-height CUBIE pocket 2Ux5	2.99" (W) 13.27" (L) 4.17" (D)	7.6 cm (W) 33.7 cm (L) 10.5 cm (D)

Full-height CUBIE drawer configurations

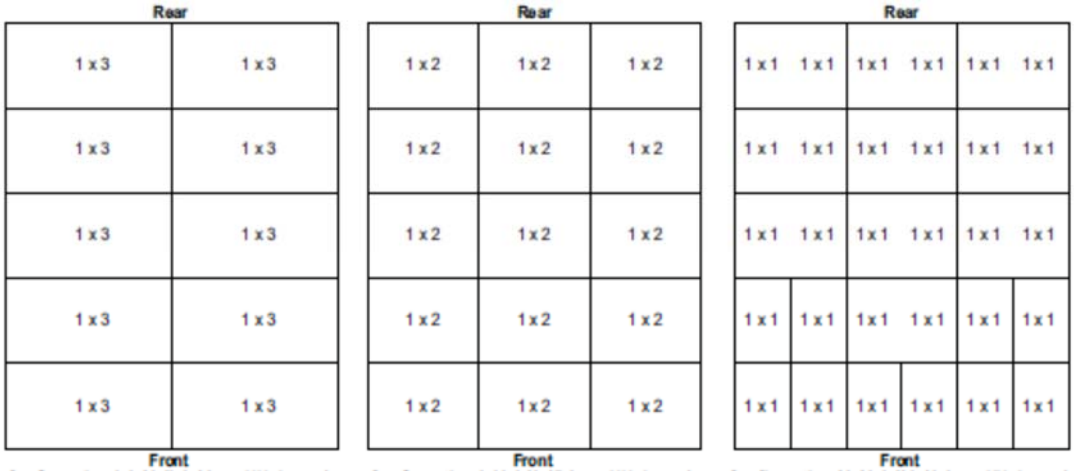


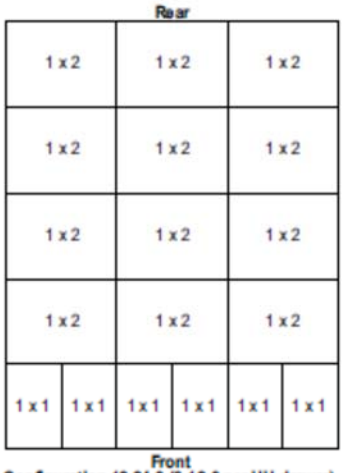
Half-height CUBIE drawer pocket specifications

The following table provides internal pocket dimensions for each type of Half-height CUBIE drawer CUBIE pocket.

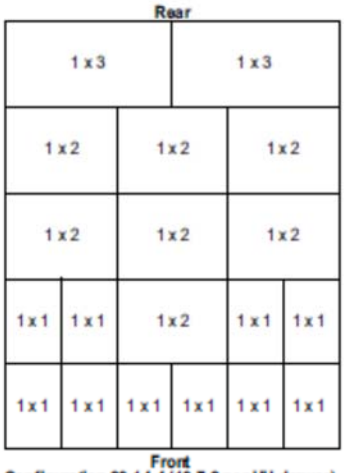
Photo	Equipment	Imperial dimensions	Metric dimensions
	CUBIE Pocket 1x1	2.2" (W) 3.4" (L) 1.5" (D)	5.5 cm (W) 8.7 cm (L) 3.8 cm (D)
	CUBIE Pocket 1x2	4.6" (W) 3.4" (L) 1.5" (D)	11.8 cm (W) 8.7 cm (L) 3.8 cm (D)
	CUBIE Pocket 1x3	6.9" (W) 3.4" (L) 1.5" (D)	17.5 cm (W) 8.7 cm (L) 3.8 cm (D)

<u>Half-height CUBIE drawer configurations</u>

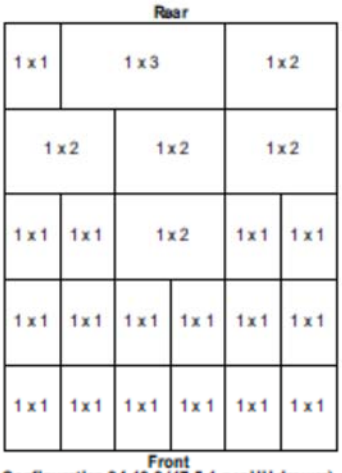




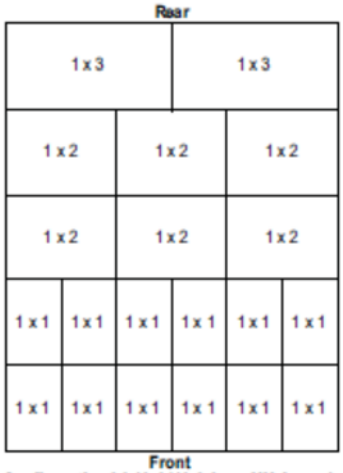
Configuration 12-24-0 (6-12-0 per HH drawer)



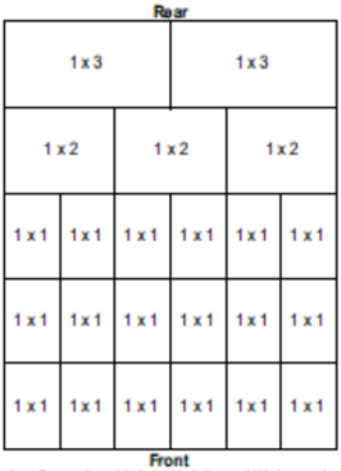
Configuration 20-14-4 (10-7-2 per HH drawer)



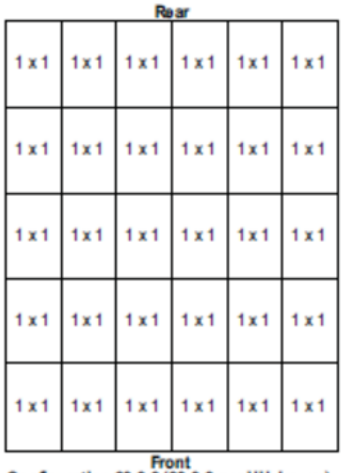
Configuration 34-10-0 (17-5-1 per HH drawer)



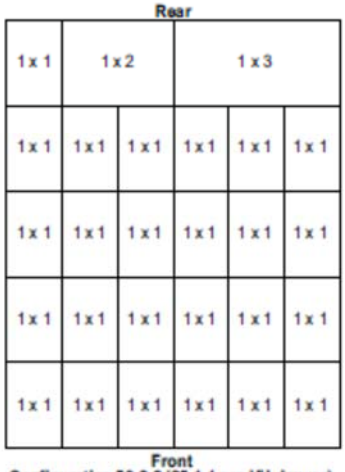
Configuration 24-12-4 (12-6-2 per HH drawer)



Configuration 36-6-4 (18-3-2 per HH drawer)



Configuration 60-0-0 (30-0-0 per HH drawer)



Configuration 50-2-2 (25-1-1 per HH drawer)

3.2.9.5 Include a detailed description of the dispensing machine cabinet dimensions (LxWxH) and any other pertinent cabinet information such as total number of drawers it can hold, touchscreen size, does the cabinet roll, etc.

Pyxis MedStation ES system main cabinets

Each Pyxis MedStation ES system main cabinet includes an electronics drawer (E-drawer) assembly that fastens to the cabinet structural top panel, and a top cover assembly that is hinged to the rear of the E-drawer. The top cover assembly locks to the E-drawer in the closed position and is supported by two gas-filled struts in the open position.

The E-drawer assembly includes the following components:

- ***Enhanced communication sled***
- ***Power module***
- ***Backup battery***

The top cover assembly includes the following components:

- ***Enhanced touchscreen***
- ***Hard drive***
- ***Docking station (for enhanced touchscreen)***
- ***Keyboard***
- ***Thermal printer***
- ***BioID scanner***
- ***Barcode scanner***

Pyxis MedStation ES system main cabinets are fabricated from 18-gauge sheet metal. Each cabinet structure consists of a top panel, bottom panel, right panel, left panel, and middle shelf. A removable, locking rear panel covers the back of the cabinet.

Each Pyxis MedStation ES system main cabinet and seven-drawer auxiliary cabinet includes casters that allow the cabinet to be easily moved and levelers for leveling the cabinet.

All cabinets (with the exception of the zero-drawer main cabinet) have two drawer slide brackets for each cabinet drawer position. A drawer release lever at the rear of each bracket allows removal of an entire drawer from the front of the cabinet.

For main cabinet specifications, see Pyxis MedStation ES system main cabinet specifications on page 34. For information on main cabinet components, see Pyxis MedStation ES system main cabinet components on page 35.

Pyxis MedStation ES system main cabinet specifications

The following table provides specifications for Pyxis MedStation ES system main cabinets.

Photo	Equipment	Imperial dimensions	Metric dimensions	BTUs	Steady power (Watts)	Peak power (Watts)
	Six-drawer	26.7" (L) 22.8" (W) 54.4" (H) (to top of enhanced touchscreen)	67.8 cm (L) 57.9 cm (W) 138.2 cm (H) (to top of enhanced touchscreen)	409	80	120
	Two-drawer	26.7" (L) 22.8" (W) 27.9" (H) (to top of enhanced touchscreen)	67.8 cm (L) 57.9 cm (W) 70.9 cm (H) (to top of enhanced touchscreen)	409	80	120
	Zero-drawer (connected to auxiliary cabinets)	26.7" (L) 22.8" (W) 14.7" (H) (to top of enhanced touchscreen)	67.8 cm (L) 57.9 cm (W) 37.3 cm (H) (to top of enhanced touchscreen)	273	65	80

Pyxis MedStation ES system main cabinet components

The following table provides specifications for Pyxis MedStation ES system main cabinet components.

Photo	Equipment	Description

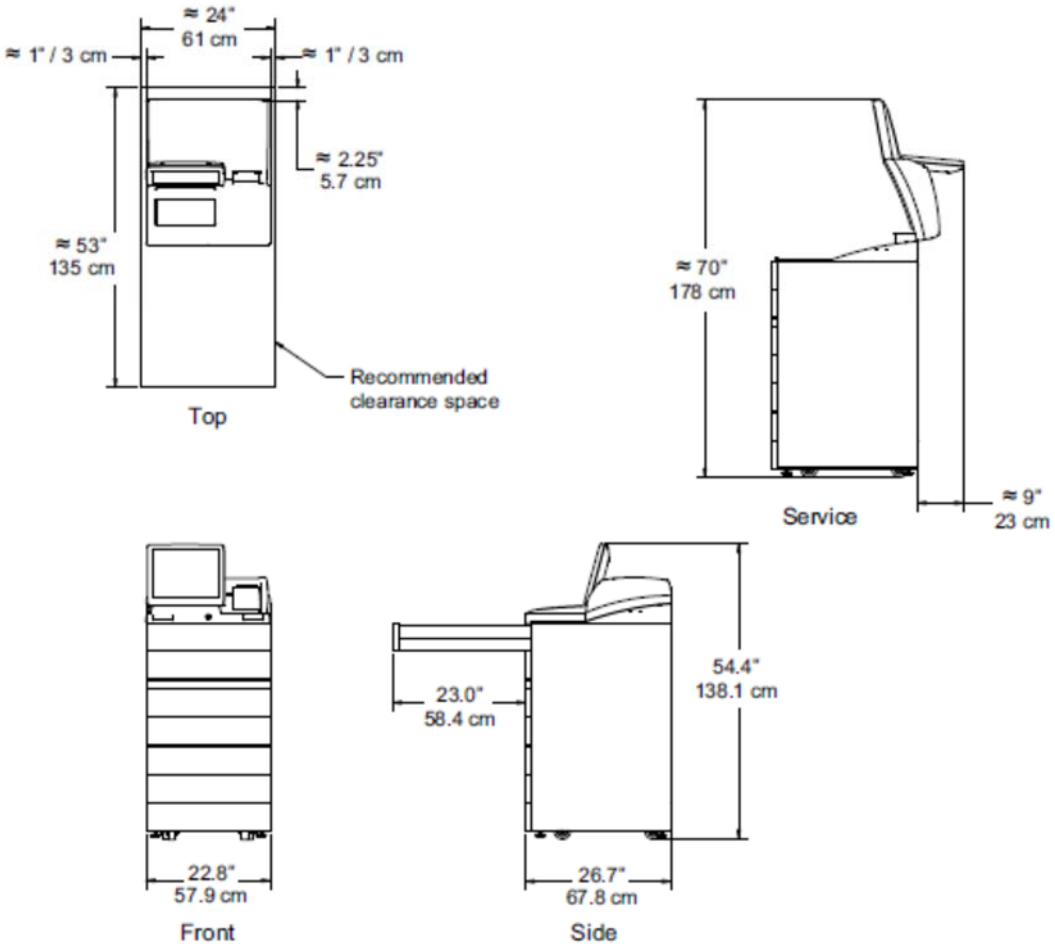
	E-drawer/top cover	Contains the following system components:
		• Enhanced communications sled
		• Power subsystem, including:
		  • Power module
		  • Battery
		• 2.5" (6.35 cm), SATA hard drive ≥ 40 GB
		• All-in-one
		• Keyboard
		• BioID
		• Thermal printer
		• Barcode scanner

	Enhanced touchscreen	Contains the following system components:
		• Motherboard with Intel® Atom® processor D2550
		• High-reliability LCD with a 4:3 aspect ratio
		• High-resolution, projected capacitance touchscreen
		• Wireless modules, including:
		  • Wireless LAN—IEEE 802.11b/g/n 2.4GHz
		  • Wireless LAN Security—WEP, WPA-PSK, WPA2-PSK, EAP-TLS

	Keyboard	USB keyboard/keypad includes the following: • 101 keys (domestic and international) • Tactile elastomer cover • Silent, tactile feedback keys
	BioID fingerprint identification system	500 dpi Lumidigm™ multi-spectral fingerprint scanner

Photo	Equipment	Description
	Thermal printer	Built-in, high speed thermal printer, resolution of 200 dpi, includes easy access door.
	Thermal printer paper	Thermal paper, 3.14 inches (80 mm) wide by 121 feet (36.9 m) long.
	Barcode scanner	Omni-directional 1D/2D LED (non-laser) scanner with digital camera. Hands-free bracket design adds convenience to the scanning process.

Main cabinet drawing



Pyxis MedStation ES integrated main cabinet

Pyxis MedStation ES integrated main (shown here) is built on the Pyxis SupplyStation™ system tall cabinet platform. The tall cabinets are fabricated from 18-gauge sheet metal. Main cabinets are available as single-column (with three doors) or double-column (with seven doors).

A main cabinet has the following primary components:

- ***Electronics drawer (E-drawer)—contains the main cabinet computer, enhanced communication module, and power supply.***
- ***Front bezel assembly—includes the cabinet LCD touchscreen assembly, BioID fingerprint scanner, thermal printer, and a 2D barcode scanner mounted on the corner of the cabinet with a flexible, swivel holder that allows a wide range of usable positions at the front or side of the station.***
- ***Keyboard tray assembly—includes a keyboard and keypad.***
- ***Doors and shelves—a main cabinet includes doors that are opened to access cabinet shelves and their contents. Doors are available in clear or solid (opaque) configurations. Sheet metal security shelves or partitions surround each secured storage area. An assortment of plastic storage bins are included with each station, providing a high degree of customization for the storage areas.***
- ***Latch column—includes the latches that lock and secure the cabinet doors. The area of the cabinet behind the latch column houses door boards that control the latches.***
- ***Interior lighting—uses energy efficient fluorescent bulbs with a convenient, external ON/OFF switch.***
- ***AC panel—located on top of the main cabinet, the panel supplies AC power to the E-drawer power supply.***

Pyxis MedStation ES Integrated Main cabinet specifications

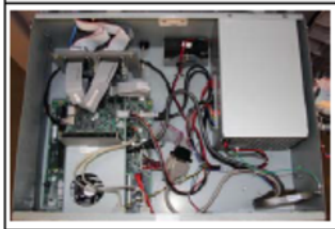
Pyxis MedStation ES integrated main cabinets do not accommodate system drawers, but drawered and tower auxiliary cabinets can be connected to a main cabinet.

The following table provides specifications for Pyxis MedStation ES integrated main cabinets.

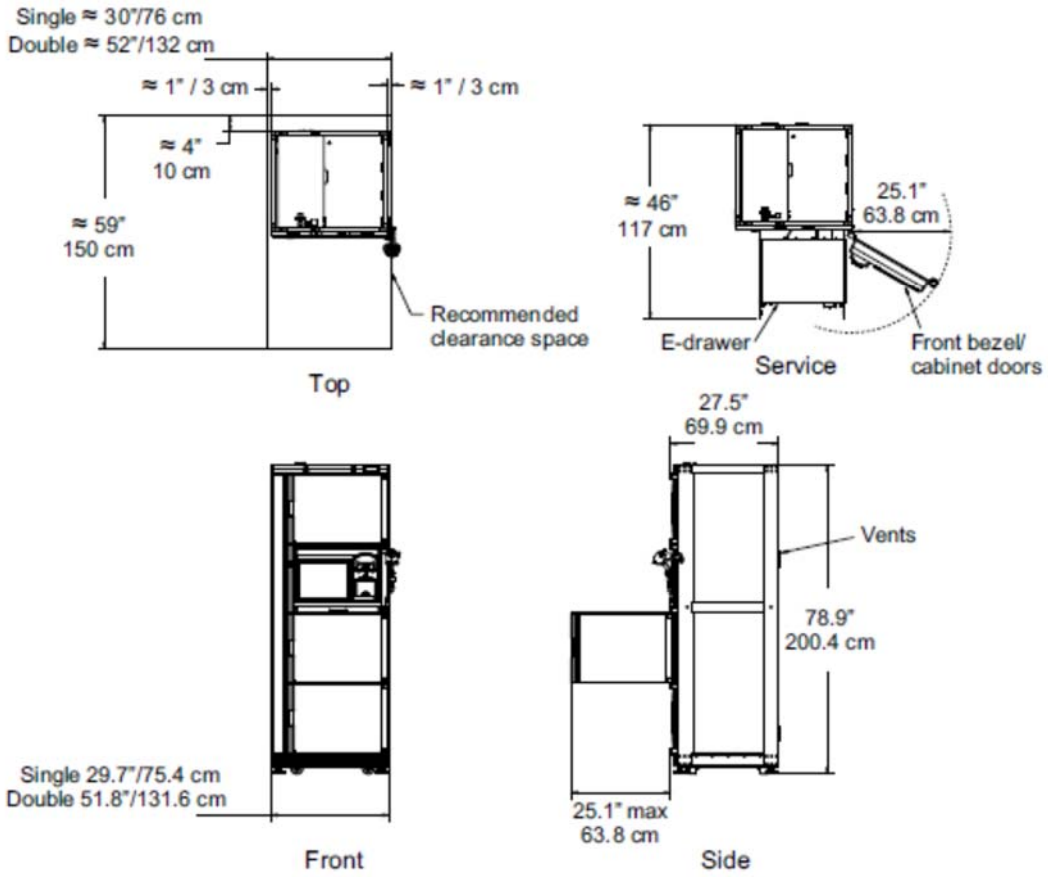
Photo	Equipment	Imperial dimensions	Metric dimensions	BTUs	Steady power (Watts)	Peak power (Watts)
	Single column main	27.5" (L) 29.7" (W) 78.9" (H)	69.9 cm (L) 75.4 cm (W) 200.4 cm (H)	362	106	125
	Double column main	27.5" (L) 51.8" (W) 78.9" (H)	69.9 cm (L) 131.6 cm (W) 200.4 cm (H)	362	106	140

Pyxis MedStation ES Integrated Main cabinet components

The following table provides specifications for Pyxis MedStation ES integrated main cabinet components.

Photo	Equipment	Description
	E-drawer	Contains the following system components: • Computer motherboard • Enhanced communication module • Hard drive • DC power supply • Backup battery
	Monitor	15 inches (38.1 cm) (diagonal) TFT liquid crystal display (LCD), full color graphics capable.
	Touchscreen	Integral with graphics display, high-resolution resistive technology.
	Keyboard	Standard PC keyboard with full-travel, reduced footprint. Complete alphabet with numeric and control keys, and a user-selectable 10-key keypad. The keyboard is covered with a keyboard protector to prevent fluid ingress into the keyboard.
	BioID fingerprint identification system	Allows user fingerprint verification to enhance station security.
	Thermal printer	Built-in, high speed thermal printer, 80 columns, resolution of 150 dpi, includes easy access door.
	Thermal printer paper	Thermal paper, 3 inches (7.62 cm) wide by 98 feet (29.87 m) long.
	Barcode scanner	Omni-directional 1D/2D LED (non-laser) scanner with digital camera. Hands-free bracket design adds convenience to the scanning process.

Integrated main cabinet drawing



Pyxis MedStation ES system auxiliary cabinets

Seven-drawer cabinet

Pyxis MedStation ES system-seven-drawer auxiliary cabinets are fabricated from 18-gauge sheet metal. Each cabinet structure consists of a top panel, bottom panel, right panel, left panel, and middle shelf. A removable, locking rear panel covers the back of the cabinet. Each seven-drawer auxiliary cabinet includes a plastic top cover that fastens to the cabinet structural top panel.

All seven-drawer auxiliary cabinets have two drawer slide brackets for each cabinet drawer position. A drawer release lever at the rear of each bracket allows removal of an entire drawer from the front of the cabinet. The cabinet locking rear panel must be removed to access these release levers.

Each Pyxis MedStation ES system seven-drawer auxiliary cabinet includes casters that allow the cabinet to be easily moved and levelers for leveling the cabinet on an uneven floor. For Pyxis MedStation ES system seven-drawer auxiliary cabinet specifications, see Seven-drawer auxiliary cabinet on page 43.

Double-column eight-door and single-column four-door cabinets

Pyxis MedStation ES system eight-door and four-door tower auxiliary cabinets are fabricated primarily from 18-gauge sheet metal. The cabinets have four or eight doors respectively that are fabricated primarily from clear acrylic. Cabinets with solid, 16-gauge steel doors are also available.

Cabinet door latches are unlocked using the Pyxis MedStation ES system application. Adjacent pairs of doors at the top and bottom halves of the cabinets can be coupled together, with each set of coupled doors functioning as one Pyxis MedStation ES system device. Each door secures a cabinet storage shelf area with configurable wire shelves. A manual door latch release is located under a locking top grill at the top front of each cabinet.

The top of each cabinet houses an AC power panel with a cabinet light switch. The interior of each cabinet is illuminated by a fluorescent bulb that provides light through diffusing panels inside the cabinet. The light is accessible through a center back panel on each cabinet.

Each of these auxiliary cabinets includes casters, which allow the cabinet to be moved, and levelers for leveling the cabinet on an uneven floor. Lower the levelers to keep the cabinet from moving.

For Pyxis MedStation ES system eight-door and four-door auxiliary cabinet specifications, see Double-column, single-column, and half-height tower auxiliary cabinets on page 45.

Half-height tower cabinet

Each Pyxis MedStation ES system half-height tower auxiliary cabinet is fabricated primarily from 18-gauge sheet metal. Each cabinet has two doors fabricated primarily from clear acrylic. Cabinets with solid, 16-gauge steel doors are also available.

The door latches are unlocked by using the Pyxis MedStation ES system application. The doors secure cabinet storage shelf areas with configurable wire shelves. A manual door latch release is located under a locking grill at the top left side of the cabinet.

Each of these auxiliary cabinets includes casters, which allow the cabinet to be moved, and levelers for leveling the cabinet. Lower the levelers to keep the cabinet from moving.

For Pyxis MedStation ES system half-height tower cabinet specifications, see Double-column, single-column, and half-height tower auxiliary cabinets on page 45.

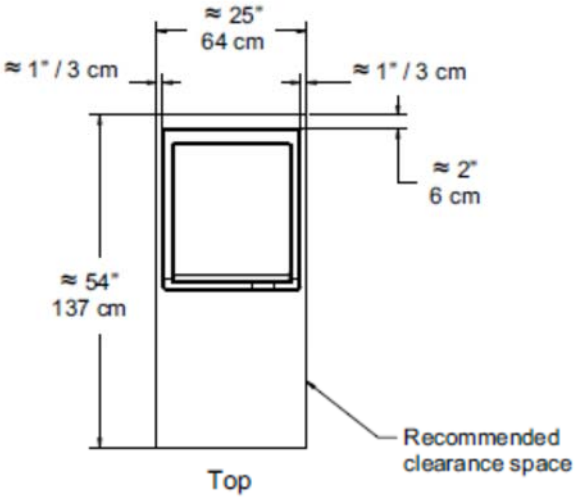
Pyxis MedStation ES system auxiliary cabinet specifications

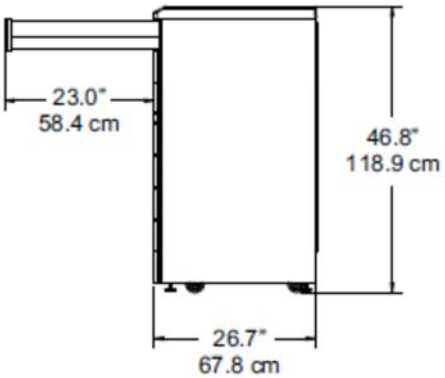
Seven-drawer auxiliary cabinet

The following table provides specifications for Pyxis MedStation ES system seven-drawer auxiliary cabinets.

Photo	Equipment	Imperial dimensions	Metric dimensions	BTUs	Steady power (Watts)	Peak power (Watts)
	Seven-drawer	26.7" (L) 22.8" (W) 46.8" (H)	67.8 cm (L) 57.9 cm (W) 118.9 cm (H)	N/A	N/A	N/A

Seven-drawer auxiliary cabinet drawing





Double-column, single-column, and half-height tower auxiliary cabinets

The following table provides specifications for Pyxis MedStation ES system double-column, single-column, and half-height tower auxiliary cabinets.

Photo	Equipment	Imperial dimensions	Metric dimensions	BTUs	Steady power (Watts)	Peak power (Watts)
	Double-column, eight-door	27.5" (L) 51.8" (W) 78.9" (H)	69.9 cm (L) 131.6 cm (W) 200.4 cm (H)	222	65	65
	Single-column, four-door	27.5" (L) 29.7" (W) 78.9" (H)	69.9 cm (L) 75.4 cm (W) 200.4 cm (H)	222	65	65
	Half-height tower	27.5" (L) 29.7" (W) 42.6" (H)	69.9 cm (L) 75.4 cm (W) 108.2 cm (H)	N/A	N/A	N/A

Additional cabinet components

The following table provides information about additional Pyxis MedStation ES system cabinet components.

Photo	Equipment	Description
	Locking rear panel • Main cabinet, six-drawer • Main cabinet, two-drawer • Auxiliary cabinet, seven-drawer	Secures access to drawer manual release levers.
	Locking top grill • Auxiliary cabinet, double-column, eight-door • Auxiliary cabinet, single-column, four-door	Secures access to door manual release lever.
	Locking top grill • Auxiliary cabinet, half-height tower	Secures access to door manual release lever.
	Casters and levelers • Main cabinet, six-drawer • Auxiliary cabinet, seven-drawer	Casters—make cabinet mobile. Levelers—adjust to level cabinet.
	Casters and levelers • Auxiliary cabinet, double-column, eight-door • Auxiliary cabinet, single-column, four-door • Auxiliary cabinet, half-height tower	Casters—make cabinet mobile. Levelers—adjust to level cabinet.
	Levelers • Main cabinet, two-drawer • Main cabinet, zero-drawer	Adjust to level main unit.

3.2.10 System must have barcoding scanning capabilities from Pharmacy to point-of-care to facilitate inventory management and reduce risk of medication variances.

Yes. Requiring barcode verification and using system barcodes to scan medications during the removal or return of medication helps to reduce medication dispensing errors. The Pyxis MedStation™ ES system Scan on Remove, Refill and Load provide customers the option to require scanning medication barcode during the remove, refill and load process. Using the 2D scanner, standard on each station, the user must scan the medication barcode in order to complete the transaction.

3.2.11 System must allow nursing to scan physician orders to the pharmacy in real time, with the orders appearing in a "queue" so pharmacy staff can enter the order into patients profile and then attach the order electronically and paperlessly to the patient profile within the pharmacy software. All necessary equipment must be provided.

Yes. The Pyxis™ Connect nurse monitor station allows nurses to view orders in the pharmacy's Pyxis™ Connect system queue on the Station screen (this requires the facility to use the Pyxis™ Connect physician order management system). Pyxis™ Connect nurse monitor station provides nurses with the ability to track the orders that have been scanned from their nursing unit and enables them to check the status of scanned orders. Pyxis™ Connect nurse monitor provides the following key information:

- ***Annotations (pharmacy notes) on the orders***
- ***Pharmacy message via "keyword" field***
- ***The date and time the order was scanned***
- ***The order's time in the queue***
- ***Workflow status (working, pending, on hold, complete, etc)***
- ***The workflow queue the order is in***
- ***The pharmacy user that is working on the order***
- ***The scan location***
- ***If the order is a priority (stat) order***
- ***Patient name and patient ID (after linked by either barcode or manually)***
- ***Time to complete the order***
- ***Ability to sort and search the queue***

3.2.12 System must have the ability to flag orders on the screen as “new” or “changed”, using active dispensing alerts and displaying customized warnings/instructions.

The Pyxis MedStation™ ES system does not mark orders as new or changed on the profile; the system does provide the order date which highlights if the order is new or changed.

Pyxis MedStation™ ES system supports a new patient centric workflow that helps nurses accomplish their goal of getting the medications they need for the patients.

In profile mode, the device has access to patient medical profiles for scheduled medication delivery. While we do not display alerts, only active medication orders are viewed at the device.

3.2.13 System must have the ability to track medication expiration dates and a system for outdating medications before they expire.

Yes. BD helps the inventory management process safer and more secure by providing outdate tracking to quickly identify medications that have expired. Streamline workflow to quickly identify these medications and move them to a pending destruction bin. This feature is easily customizable to apply selected medications and transactions.

Using the Outdate Meds feature, in addition for users to view expired medications, Pyxis MedStation™ ES system enables users to also view a list of medications that will be expiring. The Pyxis MedStation™ ES system has the option to track the expiration date of all medications and proactively notify the pharmacy of upcoming medications that will be expiring. Should a nurse try to remove a medication that has expired, a visual notification displays on the screen indicating that a medication in the pocket has expired.

3.2.14 System must have customized report generating capabilities to proactively monitor drug usage patterns, overrides, waste reconciliation and discrepancies for a minimum history of six (6) months.

Yes. BD provides access at the Pyxis™ Enterprise Server for 90 days; Knowledge Portal is designed to store and use data for up to 10 years.

At the Pyxis™ Enterprise Server, you can customize how you want your reports to appear by selecting columns that you want to show or hide, and then saving those settings.

The Pyxis™ Enterprise Server’s web-based access enables greater flexibility for hospitals across a health system to access reports. The Pyxis™ Enterprise Server stores up to 90 days of report data. Reports can be exported and stored in a variety of ways for long term storage. Additionally, users with the appropriate permissions can schedule batch reports that will automatically run specific reports on a scheduled basis. Users

have the option to export reports in a variety of formats and can be saved in another folder.

Reports that can be generated from the Pyxis™ Enterprise Server are listed below:

- *Activity Reports – Activity reports detail all user interactions with the system (a transaction history) for specific stations. Activity reports include specific information on all accesses, charges and credits, loading and unloading, discrepancies in the system, and refill activities.*
- *Inventory Reports - Inventory reports provide a detailed account of the status of inventory throughout the system, allowing effective inventory management. You can generate these reports for specific devices or for all devices. Depending on the report selected, you can also generate reports by zone, area, item name, item ID, and door and bin.*
- *System Reports - System reports provide you with a snapshot of what the system contains at the time you run the report. For example, you can run a Formulary report, which lists all formulary items in the system and their options, or you can run a Clinical Data Categories report, which lists all clinical data categories currently defined and any associated lists.*
- *System Activity Reports - System Activity reports monitor and track system-wide activity of the Pyxis™ Enterprise server. You can determine what user information has been modified and by whom, and track system access. These reports help you maintain both the security and consistency of the Pyxis™ Enterprise server in your hospital.*

The following groups and tabs are available for each report:

Report	Group	Tabs
Inventory	Station Med Station Outdated Meds	Meds Med Class Drawer
Refill Pick	Meds Med Class Drawer Pick Area	At or below minimum All below maximum
Refill Delivery	Meds Med Class Drawer Pick Area	At or below minimum All below maximum
Events	Meds Med Class Users Patients	Device User Patient Med

The Knowledge Portal for Pyxis™ medication technologies supports reporting across a health system by creating direct visibility into key areas for improvement, which hospitals can view across a health system to identify and reduce variability. This solution

can be leveraged to drive workflow improvements, standardizations and efficiencies. The executive summary provides access to multiple facilities, which eliminates the manual process to import and aggregate the data. With this comparative analysis across all hospitals, users can also set performance targets for each internal benchmark, provide trending analysis and easily identify top performers and outliers.

With the Integrated Analytics Solutions, the data is securely transmitted to the Knowledge Portal for Pyxis™ medication technologies within the State of Nevada data center. The single instance approach allows us to bring all the data for all sites together in one place to be analyzed and compared.

The Knowledge Portal for Pyxis™ medication technologies is an intuitive, web-accessible application for hospitals seeking to maintain flexibility in their analytical processes. By combining pre-defined key performance indicators (KPIs) with several custom parameters, hospitals can actively monitor trends, perform root-cause analysis and share insights throughout the organization. The Knowledge Portal contains key reports around diversion, such as waste activities, internal benchmarking, and a discharge patients report.

The user has the capability to export reports using the file type that you need. These file types include: PDF, XLS, Character separated values (CSV), OML, TIFF, MHTML, and WORD.

The Knowledge Portal is designed to store and use data for up to 10 years; and is based on State of Nevada configurations and requirements.

3.2.15 System must have customizable user setup with the ability to give different levels of user access.

Yes. The Pyxis™ Enterprise Server enables customizable user setup with the ability to give different levels of user access. The server enables standardization throughout facilities and health systems creating greater, centralization of user permissions. Unmatched user role configurability enables stronger role definition helping to drive efficiency and medication safety.

3.2.16 System must have ability to add temporary users and patients.

Yes. Temporary users can be added at the server by the system administrator or at the station by a nurse manager with the appropriate permissions. Temporary users can be granted limited access and based on the hospitals setting, can atomically set a temporary user to expire after a given amount of time. All transactional data is recorded at the station and the Server.

Additionally, users with the correct permissions can add temporary patients at the station by selecting, "Add Temporary Patient" from the Patients screen. Users will have select information that is required and may also enter additional information in the

optional fields. Once the user selects "Accept," the Patients screen appears with the temporary patient's name in a Patients list with TEMPORARY appearing at the bottom of the patient information row. Users will require the correct override privileges in order to remove medication.

For Visitor access, an authorized user can grant another user visiting access to a station or stations within an area. The station matches the user roles the authorized user can grant (Grantor), and what the station allows to be granted (Area). The station can also match against the visiting user's roles (Visitor) if the facility is configured to do.

3.2.17 System must have the ability to move/transfer one unit's dispensing machine's patients to a different dispensing unit either temporarily or permanently.

Yes. Recognizing that interoperability is an absolute necessity; we have made interfacing a core competency. We offer unparalleled connectivity with every wholesaler and pharmacy profile system to ensure successful integration with your existing IT infrastructure. We have created over 10,000 custom interface systems including: ADT, Pharmacy, Patient Medication Order, Materials Management Information System, Charting, Web Portals, Wholesalers and Vendors. We are committed to collaborating with any hospital information system vendor to complete your preferred interface.

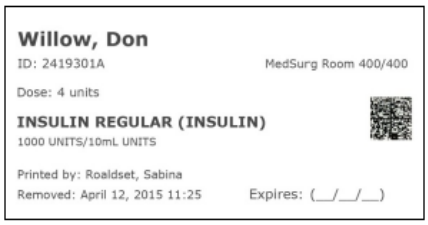
While the Pyxis™ system could be operated as stand-alone turnkey systems, significant value and operating efficiencies are added by using various types of interfaces with your hospital systems. Interfaces are the electronic channels that allow transfer of information between a hospital's information system (HIS) and Pyxis™ products.

3.2.18 System must have the capacity for generating patient specific labels for bulk items, e.g., inhalers and multi-dose vials.

The Medication Label module for Pyxis MedStation™ ES system consists of hardware and software to support printing of a patient-specific label upon item removal. Formulary items are configured to print by Pharmacy and can print for each removal or only on fractional use removal. The medication label module works with an external, high-capacity printer connected via USB. The label contains:

1. ***Patient Name***
2. ***Facility Patient Display ID***
3. ***Patient Location***
4. ***Ordered Dose***

5. ***Medication Description***
6. ***"Removed by" User identification***
7. ***Removed Date and time***
8. ***Location for expiration date***
9. ***Medication barcode identifier***



The medication barcode identifier is configurable by facility. Labels can be reprinted in the event of damage or loss.

This additional system module helps improve compliance with The Joint Commission requirements regarding labeling medications as referenced in Hospital National Patient Safety Goal 03.01.01. Proper medication labeling can help reduce medication errors, missing doses, and waste caused by mislabeled, open multi-use medications. The module's medication identifier barcode may also help facilitate barcode medication administration at the bedside, as defined by hospital or health system policies and procedures.

Dimensions of the label printer: 4" Wide x 10" Long x 6 ¾" Tall

3.2.19 System must be of durable, reliable equipment capable of withstanding long term, repeated usage and potential user/patient abuse.

Our Pyxis™ System is constructed of rugged materials, all component pieces are molded to the chassis to provide a safe, seamless and smooth working surface. Pyxis MedStation™ ES system main cabinets are fabricated from 18-gauge sheet metal. Each cabinet structure consists of a top panel, bottom panel, right panel, left panel, and middle shelf. A removable, locking rear panel covers the back of the cabinet.

Each Pyxis MedStation™ ES system main cabinet and seven-drawer auxiliary cabinet includes casters that allow the cabinet to be easily moved and levelers for leveling the cabinet.

All cabinets (with the exception of the zero-drawer main cabinet) have two drawer slide brackets for each cabinet drawer position. A drawer release lever at the rear of each bracket allows removal of an entire drawer from the front of the cabinet.

For all specifications on all configurations, please refer to Section VIII, Pyxis MedStation™ ES system specifications.

3.2.20 System must have sufficient workspace for placing Medication Administration Record (MAR) on ADM where they can be utilized.

Yes. There is ample workspace on the top of the Pyxis MedStation™ ES cabinet for placing MAR on the ADM.

3.2.21 System must produce transaction receipts for controlled and wasted/returned medications.

Yes. Transaction receipts can be configured to print from the cabinet following the nurse transactions.

3.2.22 System must have secure single dose controlled substance dispensing.

Yes. Our system supports single-dose controlled substance dispensing. Our single-dose MiniDrawers enable clinicians to have access to only one medication dose at a time helping to reduce the need for narcotic 'count backs'.

MiniDrawers configured in single-dose mode is the most secure and safest of our technologies to single-dose dispense medications. To provide the highest level of security and safety, our customers use MiniDrawer in single-dose mode to store, high cost, high risk drugs with narrow therapeutic index, high security medications and controlled substances prone to diversion.

Customers choose MiniDrawer for single unit dose dispensing of medications for:

- ***Safety and Security: Utilizing MiniDrawer in single dose mode provides customers with increased control in helping to reduce chances of dispensing errors increase the level of security and minimizes medication 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. This operating mode can be used with any MiniDrawer.***
- ***Capacity and Flexibility: The MiniDrawer offers flexibility in terms of capacity and control. The drawers are available in two sub-drawer configurations, I-6 (six sub-drawers- wide) and I-18 (18 sub-drawers-narrow). Each sub-drawer comes in a single molded unit with dividers that separate it into sections creating pockets for medications. Sub-drawers are available in one, two, three, four, six and twelve pockets and can be changed easily to accommodate any configuration need.***
- ***Reliability: MiniDrawer technology is utilized by nurses to dispense medications in hospitals worldwide. The technology has been in the marketplace for over ten years and has become an integral part of safe, secure medication dispensing.***

3.2.23 System must have dispensing alerts of right alert, sound-a-like, look-a-like meds, pregnant patient and allergies, etc.

The Pyxis MedStation™ system supports use of the FDA and ISMP recommendation for TALLman lettering to help differentiate between "look-alike" and "sound-alike" medications.

Allergy Warnings help indicate to the nurse that patient allergies are listed in the patient profile. Upon selecting the expand button, nurses are able to see the allergies listed for the selected patient. Our system does not have an alert for allergy warnings; however, the allergy information is displayed on the screen.

Additionally, Clinical Data Categories (CDCs) offer the opportunity to provide information to nursing staff on high alert medications. This information can be provided to users when medications are removed from, returned to, and wasted at the Pyxis MedStation™ system. Used appropriately, they can help reduce the possibility of medication errors and to communicate important instructional or educational information. The system can be configured to require a witness during the remove of high alert medications. Additionally, with Pyxis MedStation™ ES system, users have the ability to add notes to the formulary and well as during the discrepancy resolution process to add investigation notes.

3.2.24 System must have the ability to support multiple formularies at multiple sites with a simplified formulary setup and maintenance.

Yes. The Pyxis MedStation™ ES system allows one formulary for health system-wide, but also allows formulary line items to be "turned off or on a facility-specific basis" allowing facility-specific formulary customization.

BD formulary synchronization helps:

- ***Increase medication safety by using a common formulary from a single source of truth.***
- ***Improve pharmacist workflow efficiency by centralizing and automating formulary management.***
- ***Enhance anesthesia professional workflow by eliminating interruptions due to an inaccurate or incomplete drug database.***
- ***Leverage technology investments to support standardization.***
- ***A heightened level of medication safety.***

Synchronized formulary management for pharmacists:

- ***System integration centralizes formulary management in the Pyxis™ ES system, enabling formulary synchronization across multiple systems.***

- ***Integration also increases the efficiency of formulary management for pharmacy and reduces chances of database errors by eliminating redundant work and manual data entry.***

3.2.25 System must have an integrated on-line medication reference library.

BD plans on exploring options to enable nurses to view the hospital's drug information database at the Pyxis MedStation™ system.

3.2.26 System must have the capability to print out patient medication information sheets.

BD plans on exploring options to enable nurses to view the hospital's drug information database at the Pyxis MedStation™ system. Patient medication order information is automatically updated at the Pyxis MedStation™ ES system on a device in profile mode. Upon dispense, nurses can view the medication order for the patient by using the expand button.

3.2.27 Automatic Dispensing Machines must be newly manufactured – "Units that have not been previously used and are currently being marketed by the manufacturer." – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. New machines consist of all new or remanufactured parts with no used parts or components and the marking engine must be new and not used or remanufactured. New equipment has never been under lease or placed as a demonstration or test machine, since original manufacture.

The units we will provide will be newly manufactured.

3.3.1 Proposals must provide in detail how services will be performed;

BD organizes an implementation project into four stages:

- ***Initiate: BD acquires all necessary information to create the contract and initialize the project. Includes product assessment, project scope and plan development.***
- ***Plan: Ensure the client is prepared to receive the equipment and implement the product. Includes test equipment, design meetings, training discussions, validations, and status assessment.***
- ***Execute: Implement the project plan. Includes building the system, training the users, and going live with the product.***
- ***Closeout: Verity that the product functions per the scope of the project.***

You will be assigned a Project Manager at the start of your implementation and will meet the remainder of your team through various assessments and structured meetings. While additional resources may be added along the course of the implementation, your Project Manager and primary team members are with you through go-live and eventual hand-off to ongoing support from the Technical Support Center (TSC). Please refer to the Pyxis ES™ Implementation Process Overview in Tab IX – Other Informational Material for a sample implementation plan.

3.3.2 Delivery and installation at no cost to the State;

BD complies based on standard implementation resource guidelines.

Pyxis™ product systems are designed to be intuitive and easy-to-learn. They have been successfully installed in over 4,500 locations. The system can be set up in a variety of ways, depending upon your organization's size, complexity and span of Pyxis™ products. Proper planning, communication, and cooperation between BD and the Client will ensure that the installation progresses smoothly. Your contract package will include a high-level Implementation Schedule that includes the milestone activities that both BD and the Client are responsible for and the completion date for each milestone.

The BD team develops an implementation plan to meet the needs and expectations of the Client goals and expectations. We take into consideration products purchased, client's timeline expectations, availability of client resources, construction considerations, workflow and change management, training, etc. when developing these plans. We design our implementation plans to meet your needs and use our experience and standardized implementation process to create a plan unique to your institution.

During the implementation period weekly updates are sent via e-mail to all stakeholders. Meetings are held with stakeholders as needed and at each project milestone to track project progress.

3.3.3 All contractor staff that will be entering the facilities must pass a background check;

BD complies. Below are the employment background checks conducted by BD and Company. Please note that all background checks are subject to an individualized, job-related analysis:

<u>General Requirements for all positions:</u>

- ***Criminal felony and misdemeanor convictions – all counties revealed by SSN trace***
- ***Federal criminal convictions – 7 year, current district***
- ***Healthcare sanctions federal***
- ***National criminal search***

- ***National sex offender criminal registry***
- ***SSN Verification—Must use E-verify***
- ***SSN Trace***
- ***Global Terrorist Watch List verification***
- ***10-panel urine drug testing***
- ***Education report – highest degree received***
- ***Employment report – last 7 years, min 2 employers***

In addition to the above:

<u>Credit Checks:</u> To be conducted for the following positions:

- ***Treasury***
- ***Financial shared services East (FSSE)***
- ***Financial shared services West (FSSW)***

<u>MVR Checks:</u> To be conducted for all positions that requires driving a car as part of their job requirements.

3.3.4 All maintenance and repairs will be provided by the contractor;

BD support agreements are extremely comprehensive. Support of all hardware, software and databases is provided by BD company personnel during the term of your active Support Agreement. (See additional detail provided under 3.3.5 below).

3.3.5 Service and repair calls shall be responded to within 24 hours form the initial call;

Service for Pyxis™ products includes our core support offerings with 24-hour phone support, 24-hour guaranteed response time, online support, remote diagnostics and preventative maintenance. Medication and Supply technology customers will have peace of mind with investment protection and predictable operating expense to avoid unexpected repair costs.

Program features and Technical Support:

- ***Reliable 24/7/365 telephone support from trained BD employees.***
- ***Utilize state-of-the-art phone system with direct call routing to product specialists.***
- ***Online Technical Support is available for troubleshooting, reporting issues, tracking the status of a previously reported issue and viewing user guides.***
- ***Remote diagnostics is available for problem diagnosis and the vast majority of calls are resolved without an onsite visit.***

- ***Remote interface support including troubleshooting, diagnostics and repair.***

Onsite Repair, Maintenance and Support:

- ***Scheduled preventative maintenance every 24-months improving performance and productivity.***
- ***Unlimited spare parts, labor and travel.***
- ***Guaranteed response time (GRT) within 24-hours of TSC dispatch following troubleshooting by the Technical Support Center (TSC).***
- ***GRT penalty is 5% of the unit monthly service fee (MSF) for covered product; customer initiated within 10 days to BD.***
- ***To minimize downtime, field service technicians (FSTs) carry an extensive inventory of replacement parts that enable them to handle the vast majority of situations on the first service call.***
- ***CUBIE™ pocket replacements.***

Software and Security:

- ***Security Module for patch management and distribution of antivirus definition updates.***
- ***Software updates and labor.***

3.3.6 All repairs must be completed within 72 hours following the initial notification;

Service for Pyxis™ products includes our core support offerings with 24-hour phone support, 24-hour guaranteed response time (GRT), online support, remote diagnostics and preventative maintenance. Medication and Supply technology customers will have peace of mind with investment protection and predictable operating expense to avoid unexpected repair costs.

Program features and Technical Support:

- ***Reliable 24/7/365 telephone support from trained BD employees.***
- ***Utilize state-of-the-art phone system with direct call routing to product specialists.***
- ***Online Technical Support is available for troubleshooting, reporting issues, tracking the status of a previously reported issue and viewing user guides.***
- ***Remote diagnostics is available for problem diagnosis and the vast majority of calls are resolved without an onsite visit.***
- ***Remote interface support including troubleshooting, diagnostics and repair.***

Onsite Repair, Maintenance and Support:

- ***Scheduled preventative maintenance every 24-months improving performance and productivity.***

- ***Unlimited spare parts, labor and travel.***
- ***Guaranteed response time (GRT) within 24-hours of TSC dispatch following troubleshooting by the Technical Support Center (TSC).***
- ***GRT penalty is 5% of the unit monthly service fee (MSF) for covered product; customer initiated within 10 days to BD.***
- ***To minimize downtime, field service technicians (FSTs) carry an extensive inventory of replacement parts that enable them to handle the vast majority of situations on the first service call.***
- ***CUBIE™ pocket replacements.***

Software and Security:

- ***Security Module for patch management and distribution of antivirus definition updates.***
- ***Software updates and labor.***

3.3.7 If a machine under-performs to the given requirements set forth by the contractor's proposal, manufacturer's specifications and terms of the lease, a new machine will be provided at no cost to the State; and

For a period of ninety (90) days after the date a Pyxis™ Product is accepted, the Pyxis™ Product shall perform in accordance with the material specifications of its user manual (the "Limited Warranty"). If, because of a defect in workmanship or material, the Pyxis™ Product fails to perform in accordance with the Limited Warranty, then, as Customer's sole remedy, BD shall promptly repair or replace, at BD's option, the Pyxis™ Product or any part thereof. EXCEPT FOR THE LIMITED WARRANTY, BD DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY) REGARDING THE PYXIS™ PRODUCTS.

Please note that from the Term Begin Date on, Customer is protected by the repair/replace warranty under Section 4 of the Support Terms Schedule, plus all of the other Service obligations set forth in the Support Terms Schedule, depending on the level of service elected. Extending the limited warranty period has accounting implications for BD, which will affect pricing hereunder.

3.3.8 Vendors must submit with their proposals, a detailed proposed timeline for roll-out of the system. The current leases expire December 31, 2016 and the new system must be installed and operational not later than that date.

Please refer to the Pyxis ES™ Implementation Process Overview in Tab IX – Other Informational Material for a sample implementation plan.

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Tab VII – Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 4.2, Subcontractor Information,*** if applicable.

Subcontractor Information

4.2.1. Does this proposal include the use of subcontractors?

Netsmart Response:

Yes		No	***X***

Business References

4.3.1. Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

4.3.2. Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:	***One***		
Company Name:	***Children's Home Pittsburgh***		
Identify role company will have for this RFP project (Check appropriate role below):			
	VENDOR		***SUBCONTRACTOR***
Project Name:	***Children's Home Pittsburgh ES Upgrade***		
Primary Contact Information			
Name:	***Josh Amerhin***		
Street Address:	***5324 Penn Avenue***		
City, State, Zip:	***Pittsburgh, PA 15224***		
Phone, including area code:	***412-441-4884***		
Facsimile, including area code:			
Email address:	***jamrhein@chomepgh.org***		
Alternate Contact Information			
Name:	***Same as above.***		
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	***Pyxis MedStations™ were upgraded to Pyxis MedStation™ ES.***		
Original Project/Contract Start Date:	***6/2014 (approximate)***		
Original Project/Contract End Date:	***10/2014 (approximate)***		
Original Project/Contract Value:	***Confidential***		
Final Project/Contract Date:	***10/2014 (approximate)***		

Was project/contract completed in time originally allotted, and if not, why not?	***Yes.***
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	***Yes.***

Reference #:	***Two***		
Company Name:	***Stillwater***		
Identify role company will have for this RFP project (Check appropriate role below):			
	VENDOR		***SUBCONTRACTOR***
Project Name:	***Stillwater ES Upgrade***		
Primary Contact Information			
Name:	***Bill Arrington, Director of Pharmacy***		
Street Address:	***1323 W. 6th Street***		
City, State, Zip:	***Stillwater, OK***		
Phone, including area code:	***405-742-5687***		
Facsimile, including area code:			
Email address:	***Barrington@Stillwater-Medical.org***		
Alternate Contact Information			
Name:	***Same as above.***		
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	***Pyxis MedStations™ were upgraded to Pyxis MedStation™ ES.***		
Original Project/Contract Start Date:	***6/2013 (approximate)***		
Original Project/Contract End Date:	***10/2013 (approximate)***		
Original Project/Contract Value:	***Confidential***		
Final Project/Contract Date:	***10/2013 (approximate)***		
Was project/contract completed in time originally allotted, and if not, why not?	***Yes.***		
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	***Yes.***		

Reference #:	***Three***		
Company Name:	***Vail Valley Medical Center***		
Identify role company will have for this RFP project (Check appropriate role below):			
	VENDOR		***SUBCONTRACTOR***
Project Name:	***Vail Valley Medical Center ES Upgrade***		
Primary Contact Information			
Name:	***Terry Kermouade***		
Street Address:	***181 Meadowood Drive.***		
City, State, Zip:	***Vail, CO 81657***		
Phone, including area code:	***970-479-7296***		
Facsimile, including area code:			
Email address:	***terry.kermoade@vvmc.com***		
Alternate Contact Information			
Name:	***Same as above.***		
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	***Pyxis MedStations™ were upgraded to Pyxis MedStation™ ES.***		
Original Project/Contract Start Date:	***6/2014 (approximate)***		
Original Project/Contract End Date:	***10/2014 (approximate)***		
Original Project/Contract Value:	***Confidential***		
Final Project/Contract Date:	***10/2014 (approximate)***		
Was project/contract completed in time originally allotted, and if not, why not?	***Yes.***		
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	***Yes.***		

4.3.3. Vendors must also submit Attachment F, Reference Questionnaire to the business references that are identified in Section 4.3.2.

Our business references have submitted complete Attachment Fs directly to the Sate as requested.

Tab VIII – Attachment G – Proposed Staff Resumes

Vendor Staff Resumes

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per Attachment G, Proposed Staff Resume.

Netsmart and BD bring pertinent staff experience to the State's project. Our team of associates have assisted many organizations with their automated pharmaceutical system needs. They have the breadth and depth of skill sets and experience to successfully achieve the State's project goals.

Our project team is driven by Project Management Institute (PMI) standards and training. Team members are certified up to and including the Project Management Professional (PMP) level. The exact project team will be identified after the execution of the contract, since availability of resources will depend upon actual project date.

The Netsmart Project Manager is responsible for managing the day-to-day tasks of the project and ensuring they are being executed with a high degree of quality and on time. They are responsible for coordinating client communications, project management planning and execution, and coordinating all tasks and deliverables within the scheduled timeframe. They will also be responsible for coordinating and facilitating weekly project meetings and post-event summary status reporting.

Additionally, each implementation team consists of members with varying years of experience. The implementation team consists of a Manager, Product Implementation (MPI), Consultant, Product Implementation (CPI) and one or more Analyst, Product Implementation (Analyst) and Integration Engineers (IE). All members of the team have attended company sponsored install and support training for the product(s) to be installed. Upon contract award, BD will assign project resources after which abbreviated bios and management structure can be provided. Individuals are assigned to a project based on skill set and project demands.

BD shall provide sufficient and qualified personnel, which qualifications shall include, without limitation, experience with implementation of the specific Software, and specific release level thereof, being licensed by Customer ("Experience"). BD will notify Customer if any of its proposed personnel have less than six (6) months Experience. Any BD personnel assigned or designated to work on the installation who have less than six (6) months Experience shall be designated as "(Trainees)" and shall not charge Customer for the services of such Trainees.

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PROPOSED STAFF RESUME FOR RFP 3249

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Becton, Dickinson and Company (BD)***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	**X**	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Harold V Garrison***		**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Senior Analyst, Product Implementation***			
# of Years in Classification:	***1***	**# of Years with Firm:**		***1***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

1 year with BD as Senior Analyst, Product Implementation. 7 years at UMC Medical Center, Las Vegas NV, last 5 years as Pyxis™ Manager. 3 years as Pharmacy Technician Supervisor at St. Rose Hospitals in Henderson and Las Vegas. 22.5 years as Pharmacy Technician in United States Air Force.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Aug 14 to Present- Sr. Analyst Product Implementation at BD
Apr 07 to Aug 14- Pyxis™ Manager, UMC Medical Center, Las Vegas, NV
Jun 04 to Apr07- Pharmacy Technician Supervisor, St Rose Dominican Hospitals, Henderson, NV
Dec82 to Jun 04- Pharmacy Technician in United States Air Force, Retired as E-7 MSgt

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Pharmacy Technician Training School, USAF, June 83

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Nevada Pharmacy Technician License expires Oct 16

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

PROPOSED STAFF RESUME FOR RFP 3249

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Becton, Dickinson and Company (BD)***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	**X**	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Megan J Moloney***		**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Senior Systems Analyst***			
# of Years in Classification:	***1yr***	**# of Years with Firm:**		***4***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

20 yrs of experience working with hospital automation, both as a customer and as a vendor. Worked as a pharmacy technician for the University of WA for 10yrs during this time Pyxis™ was implemented and I became interested in automation. Have worked for 3 automation companies.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

NextRx, Implementation Analyst, 2yrs. Company went under in 2002. Located in Bothell, WA. 2000-2002

Omnicell, Pharmacy Consultant, 2002-2005 Mountain View CA

CareFusion, Sr Systems Analyst, 2011- present, San Diego CA

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

AA Chemistry North Seattle Community College, Seattle WA

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

PTCB- 2010

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Insert here a minimum of three (3) references with the above information.

PROPOSED STAFF RESUME FOR RFP 3249

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Becton, Dickinson and Company (BD)***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	**X**	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***ROBERT BAIR***		**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***SENIOR ANALYST, PRODUCT IMPLEMENTATION***			
# of Years in Classification:	***1***	**# of Years with Firm:**		***1***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

20 years of Medical Research
8 years of EMR implementation
1 year of Pharmacy Software, Pyxis Medstation™ implementation

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2014-Present Carefusion (Becton Dickenson) Las Vegas, NV
Senior Analyst, Product Implementation

- Installed, upgraded, and configured Pyxis Medstations in southwest region
- Trained Pharmacy, Anesthesia, and Nursing end users

2007–2014 ProVation Medical (Wolters-Kluwer) Minneapolis, MN
Senior Software Implementation Consultant

- Worked with customers post-sale to convert existing nursing paperwork and supplementary documents into a database driven web application.
- Installed software and hardware, configured software, trained end users, analyzed technical issues and updated medical content as required.
- Maintained customer satisfaction rating of > 3.5/4.0

1999–2007 Gentra Systems Inc. Minneapolis, MN
Laboratory Manager / Research Scientist

- Launched series of RNA / DNA isolation kits based on patented chemistries
- Programmed liquid handlers and high throughput automation machines
- Managed budget, supplies, equipment, training

1994–1999 University of Minnesota Minneapolis, MN
SP Scientist

- Manipulated ion flux patterns (osmotic fluid clearance) of alveolar type II cells
- Trained Medical and Graduate students genomic and proteomic lab techniques

1990–1994 VA Hospital Minneapolis, MN
Research Specialist

- Studied genetics and heredity of cardiomyopathy
- Studied genetic markers of prostate cancer

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BS, Biochemistry	University of Minnesota
Unix I, II, III	Hennepin Technical College

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

OCA, Oracle	Tech Skills

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Rick Blyn
Manager, Product Implementation
Professional Services - West

661-823-4021 office
661-998-9300 mobile

CareFusion
3750 Torrey View Court
San Diego, CA 92130

PROPOSED STAFF RESUME FOR RFP 3249

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Becton, Dickinson and Company (BD)***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Jimmie Taylor***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Field Service Technician***		
# of Years in Classification:	***10***	**# of Years with Firm:**	***10***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Jimmie has worked on Pyxis™ dispensing equipment for the last 10 years.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Jimmie is a BD Field Service Technician (FST) and has worked on Pyxis™ dispensing equipment in Las Vegas, NV for the last 10 years. He is fully certified and trained and all Pyxis™ dispensing products.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

US Navy

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Insert here any certifications proposed individual has received.

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Robert Moline – Field Service Manager, Carefusion, 970-324-4792 N/A Robert.moline@carefusion.com
Rocky Luera – Team Lead, Carefusion, 915-204-9805 N/A rocky.luera@carefusion.com
Scott Simmert - Team Lead, Carefusion, 520-468-9178, NA / scott.simmert@carefusion.com

Tab IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

Other Information Material
• Pyxis ES™ Implementation Process Overview

PYXIS ES™ IMPLEMENTATION PROCESS OVERVIEW

BD follows a well-defined project management and implementation framework that is based on industry standards. This framework consists of a series of activities and outcomes that occur during the five stages of the implementation project. The implementation is broken into key phases: Plan and Build, Validate, Execute and Training, Go-Live and Transition. All phases of the implementation are interdependent, have measureable milestones, and timeline requirements.

Phase 1: Plan & Build

The BD Team will send introductory correspondence to their hospital counterpart to provide an overview of their role/contribution to the process.

During the Plan and Build phase, there will be a number of additional meetings. Both the BD and hospital Steering Committee will meet to do the following;

- Review the scope document
- Conduct the project Kick-Off Meeting
- Prepare the IT Infrastructure
- Build and configure test environment,
- Build Production Environment
- Provide Formulary Item List
- Draft the User Education Plan

Phase 2: Validate

Following Plan and Build the project will enter the Validate phase. During this phase, BD and hospital steering committee will meet to complete the following;

- Solution Design Meeting
- Document Workflow Changes
- Verify Infrastructure Readiness
- System Validation (test environment)

Phase 3: Execution and Education

During the Execution and Training phase, the production environment is deployed. Users are educated on the device, and devices are prepared for patient use.

<u>Execution</u>

BD will lead the process to complete the following:

- Configure production environment (migrate test environment to production)
- Build and Load Pyxis™ equipment
- Site Cleanup
- Go Live readiness review

EXAMPLE - DRAFT

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Education

BD Education for Pyxis™ technologies follows a multifaceted model which includes Computer Based Training, Super User classes, End User training, and access to devices for hands-on practice with the device.

BD utilizes a Train-the-Trainer methodology

- All Pyxis™ System Managers and Super Users are trained by BD associates
- All remaining end users are trained by the Super Users

BD begins with Super User education. Experience has shown that educating up to 10% of nurses using this model drives a higher level of clinical satisfaction and end user adoption with the technology post Go-Live. The Super User model allows BD to partner with clinical staff for product knowledge transfer so there are resident experts onsite once the implementation is completed.

Super Users and End Users will both participate in Computer Based Training. CBT exposes users to the basic functionality of the device and outlines the content that will be reviewed by the Education team when the hands-on training begins.

End Users are trained by the Super Users through combination of self-paced tutorial and hands on experience. This education model ensures that resources are available long term to support the implementation at go-live and beyond project closeout.

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Phase 4: Go-Live

Prior to Go-Live, all implementation team participants will meet to review the Plan and finalize Go-Live logistics, and decide on a go/no go to proceed.

On the day of Go-Live, the Super Users should be staffed without patient assignments, enabling them to assist with device changeover in their designated unit. Once implemented, they will be expected to support staff with questions, device education, and troubleshooting, encourage policy and procedure compliance, and serve as an ongoing resource for staff as future questions/concerns arise on their unit.

Phase 5: Transition

As a final step, the BD Project Manager will conduct a project closeout meeting with Hospital stakeholders. In the meeting, the following will be items will be reviewed:

- Customer will confirm that the goals and objectives that have been outlined in the project scope have been achieved.
- BD will ensure the Customer has received the product support and escalation path in the event that an issue arises in the future.

The BD Project Manager will then facilitate transition of product support from the Implementation team to the BD Technical Service Center and Field Service Team.

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IMPLEMENTATION MEETINGS / COLLABORATION

To accomplish many major project milestones, onsite meetings will be held between the BD and hospital teams. The table below is a list of major meetings that require pre-planning, advanced invitations to the required attendees, and/or room reservations. The purpose of each meeting is outlined below. The BD Project Manager will work with the hospital team to determine date, time, and location for each of these key meetings.

Meeting Name	Attendees	Purpose
Interface Specification Meeting	• Pharmacy lead (managing formulary and workflow) • HIS vendor or customer interface resource	• Complete interface implementation workbook for interface design
	• BD Interface Engineer (IE) • Project Manager	
Project Kick-Off Meeting	• Pharmacy (Leadership and Educators) • Nursing (Leadership and Educators) • IT leadership, server/network and security • PMO/Project Manager	• Introduce Pyxis ES system projects, stakeholders. • Review project governance, strategic planning and solution design process. • Introduce training methodology.
	• Project Manager • Interface Integration Engineer • Server and Software Integration Engineer • Enterprise Clinical Consultant or Solution Design Lead	
Workflow Assessment Meeting	• Nursing management and staff • Pharmacy management and staff	• Observe nursing during patient medication

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Meeting Name	Attendees	Purpose
	• Enterprise Clinical Consultant or Solution Design Lead	pass times. • Interview nursing regarding workflow with the ADC • Interview pharmacy team regarding their management of the ADC system
Formulary Frequency Code Guideline Meeting	• Pharmacy Leads, Pharmacy Informatics or IT (depending on ownership • Solution Design Lead (SDL) or Enterprise Clinical Consultant (ECC) • Project Manager (PM) • System Software Integration Engineer (SSIE) [optional] • Analyst Product Implementation (API) [optional]	• Educate Pharmacy staff about ES System formulary and frequency code specifications and upload requirement
Formulary Upload Testing & Formulary Workflow Meeting	• Pharmacy Lead(s) managing formulary • Solution Design Lead (SDL) or Enterprise Clinical Consultant (ECC) • Project Manager (PM) • Interface Integration Engineer (IIE) [optional] • Analyst Product Implementation (API) [optional]	• Discuss formulary management workflow. • Review progress on creating formulary file • Review sample orders of common and difficult formulary items • Review of uploaded formulary.
User Management Meeting	• Pharmacy Lead(s) • IT (AD policy/configuration/user security) • Nursing Informatics or Education (onboarding)	• Discuss Active Directory use and workflow consideration s for

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Meeting Name	Attendees	Purpose
	• Pharmacy Lead(s) • IT (AD policy/configuration/user security) • Nursing Informatics or Education (onboarding)	managing Pyxis Users
Readiness Review Meeting	• Pharmacy Lead(s) • Pharmacy Informatics or IT (depending on ownership) • Project Manager (PM) • Enterprise Clinical Consultant (ECC) or Solution Design Lead (SDL) • Interface Integration Engineer (IIE) • Server Software Integration Engineer (SSIE)	• Review current state of project and readiness to move forward to Solution Design Meeting
Solution Design Meeting	• Pharmacy Leadership • Nursing Leadership, Education and Informatics • Clinical End User Representation • IT Active Directory (optional) • Project Manager (PM) • Enterprise Clinical Consultant (ECC) or Solution Design Lead (SDL)	• Pharmacy & Nursing will make ES System application design decisions through education and discussion of workflow
Migrate to Production Meeting	• PMO/Project Manager • HIS vendor or customer interface resource • Pharmacy Lead(s) • Pharmacy Informatics • BD Project Manager • BD Interface Engineer (IE) • System Software Integration Engineer (SSIE)	• Review status of topics required to successfully migrate to production system
Go-Live Meeting	• PMO/Project Manager • Pharmacy Lead(s) • Nursing (Leadership and Educators)	• Review status of topics required to successfully

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Meeting Name	Attendees	Purpose
	• BD Project Manager • Analyst Product Implementation (API) • Solution Design Lead (SDL) or Enterprise Clinical Consultant (ECC)	go live
Closeout Meeting	• Nursing Stakeholders • Pharmacy Stakeholders • IT Stakeholders • PMO/Project Manger	• Confirm project met goals & objectives • Identify action plans for remaining activities • Gather lessons learned • Recognize team's accomplishments
	• Manager Professional Services (MPS) • Interface Integration Engineer (IIE) • Sever and Software Integration Engineer (SSIE) • Program Manager or Project Manager(s) • Account Owner (CPP) • FSM or TSC Manager (as required by scope/engagement of project)	

This chart above lists only meetings with multiple participants. One-on-one meetings and implementation work group meetings are not included in this chart.

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Implementation Timeline: Pyxis™ MedStation™ Upgrade to Pyxis™ ES System

Example based on an actual customer implementation at a 520 bed acute care facility

BD and customer shall use commercially reasonable efforts to complete the Implementation Activities for each implementation stage described below on or before the applicable estimated Completion Date.
If customer fails to provide access or otherwise prevents BD from conducting an Implementation Activity, then BD may re-schedule the activity.

Ref. #	Key Activity	Customer Responsibilities	Completion Date
Phase 1: Plan & Build			
1	Install Server(s) and Test Environment	Prepare environment for server(s) and test equipment	1/30/2016
2	Develop the Solution	i. Department Lead, Nursing, Interface and IT Liason Leads participate in meetings and are responsible for setting up the Customer's system and managing workflow changes. ii. Solution for the customer system is developed via System Setup, Workflow, and Policy and Procedure documents. These results determine the build of the system. iii. Customer System Manager completes BD's Pyxis ES System Manager training	3/14/2016
3	Complete the Database Build / Configuration	Gather required information for database build / configuration.	3/14/2016
Phase 2: Validate			
4	Verify Facility Preparation	Complete all construction, including wire/wireless network and power in preparation for equipment installation. Prepare an area for staging / storage of equipment.	3/14/2016
5	Obtain Equipment	Receive equipment. Customer Project Manager and IT Liason acquire any third party interfaces, as applicable. Complete applicable server setup processes.	4/1/2016
6	Create Training Plan	Department Leads and Nursing/Anesthesia (as applicable) develop training tools and finalize Customer's end user training plan.	4/12/2016
7	Validate TEST System	Customer completes system validation.	4/12/2016
Phase 3: Execution and Education			
8	Migrate to PRODUCTION	Customer completes system validation and signs off on the interface.	4/15/2016
9	Build Equipment	Department Lead loads equipment and configures system according to the System Setup document.	5/13/2016
10	Deliver / Verify Training: Super Users	Two to three identified Super Users per patient care unit per shift attend scheduled sessions of BD-provided Super User training.	6/1/2016
11	Deliver / Verify Training: End Users	Provide Super User-led training to end Users. Sign off on training.	6/15/2016
Phase 4: Go-Live			
12	Go-Live and Support	Attend pre-go-live meetings and work with BD to bring System live. Provide a fulltime resource(s) for a minimum of two days after go-live.	6/30/2016
13	Support Hand-off	Ensure proper support contacts are established.	6/30/2016

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BD PYXIS™ ES SYSTEM IMPLEMENTATION TEAM

Executive Sponsor
Serves as an escalation point as needed for both Customer and BD program/project stakeholders.
Manager Professional Services
Serves as an escalation point for both Customer and BD project stakeholders.
Project Manager
Manages all aspects of the project including scope, risks, schedule, resources and communication plan throughout the project lifecycle. Is the single point of contact for the project
Enterprise Clinical Consultant
Guides the customer through enterprise design decisions and enterprise system setup activities with emphasis on workflow. Helps customer design the facility standard for deployment.
Solution Design Lead
Guides the customer through design decisions and system setup activities with emphasis on workflow. Assists in the development of policies and procedures and training plan.
Integration Engineer Lead
Responsible for the setup, implementation and support of CareFusion interfaces and security products
Server Engineer Lead
Responsible for working with customer's IT department to understand customer's current IT state and future vision. Ascertains the technical needs of the customer and formulates the most effective system architecture based on current state and future vision.
Analyst Lead
Installs and configures the product. Provides training to customer leads. Provides support and troubleshooting to customer resources responsible for the system build. Provides go live support.
Technical Support Center Manager
Manages critical customer support issues as well as the overall customer support experience generally after the project has been completed
Field Service Manager
Manages local field service team for reactive break/fix issues and proactive preventative maintenance after the project is completed

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HOSPITAL IMPLEMENTATION TEAM

To help ensure a successful implementation, it is important to select team members that will be able to fulfill their portion of the project requirements. Selection should be based on skill set, willingness, and availability to complete the project. The role of each team member is detailed below. Your CareFusion Project Manager can provide you with an approximate time requirement by role based on the scope of your project. The time commitments will vary based on the types of products purchased and hospital practice.

Executive Sponsor
Senior level management resource. Has overall responsibility for the success of the customer project team. Oversees the creation of a Steering Committee (if needed). Facilitates decision making and helps the project team eliminate barriers to a successful implementation. Ensures that a named System Manager/Administrator is in place for long term needs of Medstation ES software.
Project Steering Committee
A Project Steering Committee is strongly encouraged for the large facility and the IDN to ensure that the future state goals of the organization as identified in the Scope Statement are supported by the outcome of the implementation. The Steering Committee leads the organization through the change process, approving (in conjunction with the CareFusion Project Manager) all Change Requests to the scope of the project, as well as significant policy decisions, including but not limited to the level of standardization across facilities that has been identified.
Customer Project Manager
The Project Manager is typically dedicated at least fifty percent (50%) to the Implementation. Managing to the implementation timeline, coordinating implementation activities, and assuring appropriate communication between all parties are important aspects of this position. This individual works directly with the CareFusion Project Manager to manage the implementation.
Pharmacy Database / Workflow Lead
The Database/Workflow Lead must be a full time dedicated resource, empowered to serve as Change Agent for the Project to lead and facilitate organizational change as required to achieve desired future state goals. The Lead must be knowledgeable about the pharmacy workflow, and is responsible to the database design and build. The Lead ensures that collaboration occurs throughout the project between Nursing and Pharmacy during the build and customization of the Medstation ES Software. The Lead must be empowered to assemble a team from other related areas/facilities to make decisions about Pharmacy workflow, policies and procedures, and to complete the system build. This individual may become the Medstation ES System Manager/Administrator.

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Nurse Educator
The Nursing Educator plays a key role in the success of the solution implementation, assisting the organization with the change management process through the provision of training and education that provides a robust and sustaining learning experience. This resource may become responsible for the ongoing education of nursing staff on the Pyxis Medstation ES system as software updates are made and/or workflow/policy changes occur.
Clinical (Nursing) Workflow Lead
The Clinical Workflow Lead is empowered to serve as Change Agent for the Project to lead and facilitate organizational change as required to achieve desired future state goals. The Lead should be knowledgeable in the workflow of the Client's medication administration process, and be empowered to assemble a team of additional clinicians from other representative disciplines and/or facilities, to make decisions about clinical workflow, policies and procedures. The Lead ensures that Nursing and Pharmacy work collaboratively throughout the project and will ensure nursing is involved in the System Validation process. This resource may become responsible for the ongoing education of nursing staff on the Pyxis Medstation ES system.
IT Liaison
The IT Liaison is responsible for the coordinating installation, configuration, and maintenance of computer and network cabling and hardware, and the setup of any VM environment, SQL Server databases and operating systems on customer owned hardware associated with the implementation. Network security/Active Directory management decisions may also be involved. This resource must be available throughout the implementation, with up to twenty-five percent (25%) availability needed for various tasks. This resource may become responsible for ongoing interface needs for the Pyxis Medstation ES system as software updates are made.
Anesthesia if applicable
An Anesthesiologist, a Nurse Anesthetist or Clinical Manager, who is able to accurately represent anesthesia operations. This role: • Consults on special needs including anesthesia-specific drugs that are included in the Formulary. • Works with the Nursing Education Lead to ensure that appropriate anesthesia personnel are included in the training sessions.
Interface Lead
The Interface Lead will work with the CareFusion Integration Engineer to confirm interface connectivity and data flow to the Medstation ES System. This resource must have the flexibility to dedicate up to twenty (20) hours of testing for each interface included in the contract. This resource may become responsible for ongoing interface needs for the Pyxis Medstation ES system as software updates are made.
Pharmacy
Up to three full-time Pharmacy employees to be escorts during go live and where applicable to load/unload medications.

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