

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

570



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
June 21, 2012

**SUBJECT: APPROVAL OF PRIME VENDOR CONTRACT FOR PHARMACEUTICAL
WHOLESALE AND HOSPITAL PHARMACY AUTOMATION SERVICES**

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Multi-Year, Prime Vendor Agreement for Pharmaceutical Wholesale and Hospital Pharmacy Automation Services with Amerisource Bergen in the amount of \$30 million per year effective July 1, 2012 through June 30, 2017, and;
2. Authorize the Purchasing Agent to sign the annual Support Services agreement for software and hardware maintenance for years 2 through 5 in annual amount of \$82,419, and;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

(Continued on Page 2)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 30,000,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: 86% Hospital Enterprise Funds, 1% Mental Health, 1% Public Health, 12% Exclusive Care	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: July 17, 2012
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3.35

**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

FORM APPROVED BY COUNTY COUNSEL
 BY: *Neal R. Kipnis* DATE _____
 PURCHASING & FLEET SERVICES: _____
 Robert Howayshnell, Director
 Departmental Concurrence
 Dep't Recomm.: _____
 Per Exec. Ofc.: _____

BOARD OF SUPERVISORS

**FORM 11: APPROVAL OF PRIME VENDOR CONTRACT FOR PHARMACEUTICAL
WHOLESALE AND HOSPITAL PHARMACY AUTOMATION SERVICES**

PAGE 2

BACKGROUND

The County currently contracts with Amerisource Bergen to provide pharmaceutical drugs to Riverside County Regional Medical Center (RCRMC), Public Health Department, Department of Mental Health (DMH), Riverside County HealthCare (RCHC) and Exclusive Care. The use of the major pharmaceutical drug distribution center is required to provide timely and cost effective delivery of products for operation of those departments and to serve as a resource in the event of emergency. The current contract is about to expire.

As one of the requirements of this RFP, the County requested the vendors to provide an automated pharmacy dispensing system, including all hardware and software, to reduce labor and provide accurate dispensing and tracking of the pharmaceuticals. Amerisource Bergen will provide to RCRMC a complete system valued at \$924,186 as well as \$220,000 worth of installation and consulting services at no additional cost with the acceptance of a five (5) year agreement to purchase Pharmaceuticals. The County will be required to pay for the annual service contract in the amount of \$82,419 after the one year warranty period and the County will own the equipment at the end of the agreement.

PRICE REASONABLENESS

On behalf of the using departments/agencies, County Purchasing released Request for Proposal MCARC178 seeking qualified vendors to provide; Just-in-Time deliveries of pharmaceuticals to designated clinic locations throughout Riverside County, maintain a system that is capable of managing perpetual inventory and provide 340B pricing, which limits the cost of covered outpatient drugs to qualified hospitals. Additionally, vendors were asked to provide equipment and software for ordering and managing the inventory throughout the inpatient pharmacy. The RFP was released on January 23, 2012 and emailed directly to the three major pharmaceutical drug distribution companies registered with the County of Riverside, as well as posted on the Internet.

The RFP closed on March 21, 2012 with two companies responding, Amerisource Bergen and McKesson. The bids were evaluated by hospital personnel knowledgeable in the field. The cost proposal was based on estimated annual expenditures for pharmaceutical products in excess of \$23,000,000.00. Both vendors offered a variety of payment options from the standard net 30 payment to a prepaid program. Depending on the payment plan and monthly volume, discounts ranged from 3.89% to 5.05% for McKesson to 3.76% to 5.20% for Amerisource Bergen. Traditionally, RCRMC has used the 30 day prepayment plan and under that scenario, the discounts based on historically usage would yield discounts from McKesson between 4.85% to 5.05% while Amerisource Bergen's discount ranged from 4.91% to 5.21%. Amerisource Bergen offered increased discounts as high as 5.40% if the monthly volume increases. McKesson offered a \$300,000 credit towards the purchase of their automated dispensing system, requiring the County to pay an additional \$453,734, while Amerisource Bergen will provide the equipment at no cost. Both vendors require the County to pay the annual maintenance for the equipment. Based on the evaluation criteria as set forth in the RFP,

Amerisource Bergen, the incumbent, was selected as the most responsive/responsible and lowest cost bidder.

REVIEW/APPROVAL

The proposed procurement was reviewed and approved by the County Purchasing Agent.



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

24494
Tracking Number for
Internal Use Only

REQUESTED PURCHASE: RXWORKS FROM AMERISOURCE BERGEN	
DEPARTMENT/AGENCY: PHARMACY/RCRMC	
CONTACT NAME/PHONE: GREG PROUTY, PHARM.D., DIRECTOR, 951-486-4527	
PURCHASE REQUEST: <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT	
PURCHASE TYPE: <input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL	
DESCRIBE REQUESTED PURCHASE	<p>RxWorks is a comprehensive inpatient pharmacy management system that includes software providing perpetual inventory management, split cost 340b management and hardware including services and PCs and FastFind Carousels and Fastfind Packagers that are interfaced to RxWorks. RxWorks is interfaced to Seimens and Pyxis.</p> <p><u>This comprehensive system is being provided at no cost to RCRMC as part of the recent drug wholesaler contract bid and negotiation.</u></p>
BUSINESS NEEDS ADDRESSED	<p>This system addresses several business needs:</p> <ol style="list-style-type: none"> (1) Drug inventory management (\$1.3 million inventory) to increase turns and provide an earlier alert to a developing drug shortage (2) Fast accurate Pyxis fills and first dose dispensing using the 2 Carousels (3) Fast accurate repackaging of drugs, including a barcode, using the Fastfind Packagers (4) Replenishment of used inventory accessing 340b priced drugs in a fully compliant manner using the RxWorks 340b accumulator software (5) Asslst in the proper management of the drug inventory within the various Pyxis machines located throughout the MV and Arlington campuses
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN
BUSINESS CRITICALITY	BUSINESS IMPACT (SELECT ALL THAT APPLY)
<input checked="" type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input checked="" type="checkbox"/> Transform the business	<input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies
BUSINESS RISKS	<p>Financial: Unable to utilize the 340b drug price program; unable to reduce inventory</p> <p>Operational: Unable to reduce picking errors when refilling Pyxis</p> <p>Customer: Unable to support bedside barcode scanning (BCMA)</p>



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

ALTERNATIVE SOLUTIONS	1. none 2. none 3. None																												
TRANSACTION	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____																												
PURCHASE COSTS	COST BENEFIT ANALYSIS																												
Hardware: \$ 551,774	<table border="1"> <thead> <tr> <th></th> <th>AMERISOURCE BERGEN</th> <th>ALTERNATIVE</th> <th>ALTERNATIVE</th> </tr> </thead> <tbody> <tr> <td>Current Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ongoing Annual Cost</td> <td>\$80,795</td> <td></td> <td></td> </tr> <tr> <td>Annual Cost Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Annual Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project Implementation Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL COST: \$ 924,186</td> <td>Project Payback Period? yrs</td> <td></td> <td></td> </tr> </tbody> </table>		AMERISOURCE BERGEN	ALTERNATIVE	ALTERNATIVE	Current Annual Cost				Ongoing Annual Cost	\$80,795			Annual Cost Savings				Net Annual Savings				Project Implementation Cost				TOTAL COST: \$ 924,186	Project Payback Period? yrs		
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Labor: \$ 116,632																													
Department Head Signature: <i>John M. Mand</i>	Date: 7-3-12																												

RCIT RECOMMENDATION - for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: *Wesley P. Coleri for Kevin K. Crawford* Date: 7/3/2012

Chief Information Officer Signature: _____ Date: _____

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: *[Signature]* Date: 10 Jul 12

TSOC explanation for denied requests:



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
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Recommended: Yes No (Non-recommended requests submit to TSOC)

By: *Wesley P. Coleri for Kevin K. Crawford* Date: *7/3/2012*

Chief Information Officer Signature: _____ Date: _____

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION - for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: *[Signature]* Date: *10 Jul 12*

TSOC explanation for denied requests:



PRIME VENDOR AGREEMENT

This Prime Vendor Agreement ("**Agreement**") is made as of August 1, 2012 ("**Effective Date**") by AmerisourceBergen Drug Corporation, a Delaware corporation ("**ABDC**"), and the County of Riverside, an instrumentality of the State of California ("**Customer**").

A. ABDC is a national distributor of pharmaceutical and other products, including prescription ("**Rx**") and over-the-counter ("**OTC**") pharmaceuticals, nutritional, health and beauty care ("**HBC**") and home health care ("**DME**") products (collectively, "**Products**"), and services ("**Services**");

B. Customer, by action of Customer's Board of Supervisors ("**Board**"), authorized Customer's Purchasing and Fleet Services Director ("**Director**") to award a contract to ABDC, pursuant to Request for Proposal #MCARC178 for Pharmaceutical Wholesale and Hospital Pharmacy Automation Services ("**RFP**"), for the provision of Products and Services to the Facilities (as defined in Section 2(B)) of Customer throughout the County of Riverside, California, including, without limitation, Customer's acute care Facility at Riverside County Regional Medical Center ("**RRCRMC**");

C. Pursuant to the RFP, the Director also was authorized by action of the Board to award one or more contracts to ABDC's affiliate, Pharmacy Healthcare Solutions, Ltd. ("**PHS**"), for consulting services ("**PHS Contract**") and to ABCD's affiliate, AutoMed Technologies, Inc., doing business as AmerisourceBergen Technology Group ("**ABTG**"), for hardware, software or related services ("**ABTG Contract**"), and, contemporaneous with the Effective Date, Customer has entered into the PHS Contract and ABTG Contract; and

D. The parties agree to the following obligations to each other for an arrangement under which ABDC will provide Products and Services to Customer as contemplated by the RFP ("**Program**").

1. PRICING AND PAYMENT TERMS

ABDC will be the Primary Vendor of all requirements of Customer's Facilities for Products. Customer will pay, within terms, Product costs and Program fees pursuant to pricing and payment terms in Exhibit "1". "**Primary Vendor**" means Customer purchases from ABDC no less than 95% of all Rx Products it purchases, as verified quarterly, and meets minimum periodic purchase levels in Paragraph D(1) of Exhibit 1. Orders for Products, including controlled substances, will be electronically transmitted (CSOS, as defined in Paragraph B(10) of Exhibit 1, for Schedule IIs) and will describe Products that ABDC will provide to Customer, the quantity and designated delivery location. Payment (except pre-pay) must be by automated clearinghouse electronic funds transfer with ABDC initiating the draw ("**ACH/EFT**").

2. CUSTOMER DELIVERIES & FACILITIES

(A) Deliveries. ABDC will deliver Products to (i) the Facility at RRCRMC, six days a week (Monday – Saturday), twice a day on weekdays and once a day on Saturday, except holidays and warehouse physical inventory days, and (ii) each other Facility at a mutually agreed-upon scheduled frequency, with each party acting reasonably in light of the particular needs of each Facility, of up to six days a week (Monday – Saturday), twice a day on weekdays and once a day on Saturday, except holidays and warehouse physical inventory days. Additionally, Customer will be entitled to two emergency deliveries (Rx only) per calendar month at no additional charge. Customer may be charged for each additional emergency order. Service to Facilities outside ABDC's normal service area (which does not include Alaska, Hawaii or U.S. territories) may be subject to a delivery surcharge.

(B) Definition of Facility. "**Facility**" means each of Customer's pharmacies, together with any other pharmacies Customer acquires, controls or operates during the Term in the United States. Newly acquired pharmacies with existing agreements with other distributors will become Facilities

under this Agreement upon the earlier of expiration of such existing agreement or the date Customer may terminate such agreement, with or without cause, without breaching it or paying a material termination penalty.

3. SERVICES; PROVISIONS

Services are listed in Exhibit "2". ABDC may, from time to time, develop policies and procedures related to new or existing Services offered to customers, on an interim or as-needed basis. If ABDC develops such policies or procedures or changes current ones, ABDC will notify Customer in writing at least 30 days before such changes are effective. Terms, conditions and other provisions are set forth in Exhibit "3".

4. RETURNED GOODS POLICY

In returning Product to ABDC, Customer will comply with ABDC's standard policy ("**Returned Goods Policy**"), as amended from time to time by ABDC. If, in any calendar month, Customer returns more than 3% of its Net Purchases (as defined in Paragraph D(1) of Exhibit 1) of Rx or 3% of its Net Purchases of non-Rx, ABDC may assess Customer an additional restocking fee, adjust its Price of Goods, or both. Customer may only return Product purchased from ABDC and for which Customer provides the invoice number and purchase date. ABDC may reject returns that do not have an invoice number or purchase date or that exceed in amount either 3% return limit or the amount on the referenced invoice. ABDC may refuse all future returns from Customer if Customer submits any counterfeit Product for return.

5. FILL RATES

For Rx Products, ABDC will meet an adjusted fill rate service level of 97% each calendar month. Should ABDC fail to meet its adjusted fill rate service level for two (2) consecutive months and such failure to meet the adjusted fill rate service level is not due to Force Majeure events (as defined in Paragraph 9.1 of Exhibit 3), ABDC will credit to Customer the following penalty:

97 - 96%	=	0.02%
95.9 - 95%	=	0.05%
< 95%	=	0.10%

on the Net Purchases for which the rolling average falls below such level. This credit shall only be available if Customer complies with the payment and other terms of this Agreement and continues to use ABDC as its Primary Vendor. Payment of this penalty shall be Customer's sole remedy for any failure by ABDC to meet the adjusted fill rate service level. The fill rate will be adjusted to reflect unavailable Product (manufacturer's backorders or Product otherwise unavailable without fault by ABDC, including common carrier delays), partial ships (50% or more), repeat orders within 72 hours, Products not ordered by Customer during the prior sixty (60) days, if Customer's usage exceeds its estimates by more than 120%, and Force Majeure events. ABDC's computerized reports will be used to determine the actual level achieved. Customer will provide its best usage estimates on Products at least 30 days prior to its first order of a Product (both new Products and Products that have not been ordered during the prior 30 days) so that ABDC can maintain its service level commitment. Products must be purchased once per month to remain on the list of Products for which the service level commitment applies. Any Product not ordered in a given month can be reinstated on such list when Customer notifies ABDC that it is resuming the ordering of such Product on a monthly basis.

6. GENERICS PROGRAM PARTICIPATION

Customer may elect to participate in ABDC's "**PRxO[®] Generics**" preferred generic formulary program pursuant to requirements as amended from time to time by ABDC. If participating, Customer (a) authorizes ABDC to develop with Customer and implement a generic Rx Product list for the Term for all generic Rx ("**Generic Rx**") other than Generic Rx injectables ("**Generic**

Injectables”), and (b) agrees to abide by the provisions set forth in Paragraph B(6) of Exhibit 1. If not participating, Customer agrees that ABDC may offer Generic Rx from the PRxO Generics formulary to Customer without requiring compliance with such provisions.

7. TERM OF AGREEMENT

Subject to Paragraph 5.0 of Exhibit 3, the Term will be from the Effective Date until July 31, 2017. Thereafter, the Term will extend on a month-to-month basis until either party gives 90 days' prior written notice to the other of its intention to have this Agreement terminate.

8. RECORDS

To the extent required by 42 U.S.C. §1395x(v)(1), until four years after the Term, upon written request ABDC will make available to the U.S. Department of Health & Human Services Secretary, the Comptroller General, or their authorized representatives, a copy of this Agreement and all records required to certify the nature and extent of pricing for Products and Services from ABDC under this Agreement. ABDC will ensure, to the extent it carries out its duties through a subcontract with a value or cost of \$10,000 or more in a 12 month period with a related organization, such subcontract will contain similar provisions. Notwithstanding the foregoing, ABDC has no duty to make public attorney-client privileged documents.

9. NOTICES

Notices must be in writing and sent certified mail, prepaid, return receipt requested, or sent by facsimile to the address or facsimile number below. Parties may change this information by written notice to the other party. Pursuant to the Telephone Consumer Protection Act of 1991, 47 U.S.C. §227, Customer consents to receiving notices, including product updates, recalls, new product launches and programs, advertisements and other marketing materials by telephone facsimile (“fax”) machine from ABDC, its affiliates and their related companies, to its fax numbers.

- To Customer: The County of Riverside
 Purchasing and Fleet Services
 2980 Washington Street
 Riverside, CA 92504
 Attn: Director
 Fax: (951) 955-4946

- To ABDC: AmerisourceBergen Drug Corporation
 1325 West Striker Avenue
 Sacramento, CA 95834
 Attn: Vice President, Health Systems – West
 Fax: (916) 928-1716

- with a copy to: AmerisourceBergen Corporation
 1300 Morris Drive
 Chesterbrook, Pennsylvania 19087-5594
 Attn: General Counsel
 Fax: (610) 727-3612

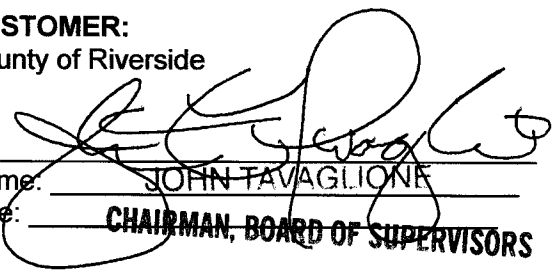
10. EXHIBITS

These exhibits are incorporated by this reference.

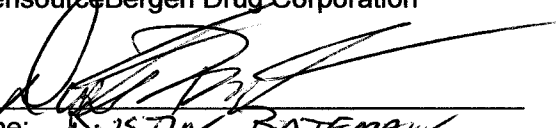
- 1 Pricing/Payment Terms
- 2 Value-Added Services
- 3 Provisions

IN WITNESS WHEREOF, the parties have had a duly authorized officer, partner or principal execute this Prime Vendor Agreement as of its Effective Date.

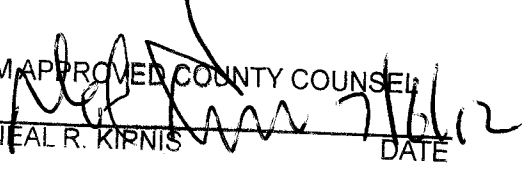
CUSTOMER:
County of Riverside


By: 
Name: JOHN TAVAGLIONE
Title: CHAIRMAN, BOARD OF SUPERVISORS

ABDC:
AmerisourceBergen Drug Corporation

By: 
Name: JUSTIN BATEMAN
Title: VP, HEALTH SYSTEM 3

FORM APPROVED COUNTY COUNSEL:

BY: 
NEAL R. KIRNIS DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

**EXHIBIT 1 TO
PRIME VENDOR AGREEMENT
PRICING / PAYMENT TERMS**

In addition to payment for Products, Customer will pay ABDC the following Program and other fees for ABDC's Product distribution and Services for Customer.

A. GPO FEES

Pricing reflects one administrative or other fee to a buying group or group purchasing organization ("GPO"). As of the Effective Date, Customer's GPO is MedAssets Supply Chain Systems, LLC ("MedAssets"). Customer's election of a different GPO or multiple GPOs may require, at ABDC's discretion, an adjustment to Price of Goods set forth in Paragraph B(1) below but shall not result in termination of this Agreement. In any event, ABDC shall not pay a GPO administrative fee until a GPO designation form signed by Customer is filed with ABDC. Customer will pay any increase in GPO administrative fees during the Term.

B. PROGRAM FEES

1. **Price of Goods.** Customer will pay the following Price of Goods based on Cost (as defined in Paragraph B(2) below), subject to adjustment for average total monthly Net Purchase volume and payment terms, for Products other than those designated as ABDC Specially Priced Products (as defined in Paragraph B(3) below). ABDC will add to the billed amount any applicable sales, use, business and occupation, gross receipts or other tax. Price of Goods will begin at Tier No. 3 and may be adjusted quarterly based upon Customer's average total monthly Net Purchase volume over the prior three months.

Tier	Average Total Monthly Net Purchase Volume			Price of Goods				
				Monthly Prepay	15-Day Prepay	Weekly Pay	Semi-Monthly Pay	Monthly Pay
1	\$1,000,000	Up to	\$1,200,000	-4.36%	-4.11%	-3.96%	-3.86%	-3.21%
2	\$1,200,001	Up to	\$1,400,000	-4.68%	-4.43%	-4.28%	-4.18%	-3.53%
3	\$1,400,001	Up to	\$1,600,000	-4.91%	-4.66%	-4.51%	-4.41%	-3.76%
4	\$1,600,001	Up to	\$1,800,000	-5.08%	-4.83%	-4.68%	-4.58%	-3.93%
5	\$1,800,001	Up to	\$2,000,000	-5.21%	-4.96%	-4.81%	-4.71%	-4.06%
6	\$2,000,001	Up to	\$2,200,000	-5.32%	-5.07%	-4.92%	-4.82%	-4.17%
7	\$2,200,001	&	Above	-5.40%	-5.15%	-5.00%	-4.90%	-4.25%

2. **"Cost" Definition.** For purposes of this Agreement:

(a) **"Cost"** for a contract product is Customer's or MedAssets' contract price authorized by supplier and maintained in an ABDC bid file ("Contract Product"), without subtraction for supplier cash discounts, on the date the Product is allocated to Customer.

(b) **"Cost"** for a non-contract product is the price for a Product that is neither a Contract Product nor a Specially Priced Product ("Non-Contract Product"), and is the applicable supplier's published Wholesale Acquisition Cost ("WAC") on the date the Non-Contract Product is allocated to Customer without subtraction for supplier cash discounts. A supplier's published WAC may be higher in Hawaii, Guam and Puerto Rico.

(c) **"Cost"** for Contract and Non-Contract Products is subject to ABDC receiving from the applicable supplier a two percent (2%) or greater cash discount and 30 days or better terms; "Cost" for Contract and Non-Contract Products will be adjusted accordingly if discounts or terms are less favorable.

3. **Specially Priced Products.** Under the Program, selected non-contracted Products ("**Specially Priced Products**") including food, gift items, HBC/OTC items, home healthcare (DME), items deemed operationally difficult to manage (refrigerated, schedules), non-contracted generics, including PRxO® Generics, nutritionals, private label, school and office items, slow-moving items, supplies (bottles & vials) will not be priced based upon ABDC's Cost, but will instead be priced in accordance with the terms and conditions

established by ABDC from time to time for such Products. ABDC Specially Priced Product purchases count toward total periodic Net Purchases.

4. Drop Ship Product Pricing. Notwithstanding any contrary provision of Paragraphs B(1) and B(2) above, (a) Contract Products that are drop shipped shall be billed to Customer at the greater of Contract Cost or the price for such Contract Products determined after applying the Price of Goods set forth in the grid in Paragraph B(1) above to the Contract Cost, and (b) Non-Contract Products that are drop shipped shall be billed to Customer at the greater of WAC or the price for such Non-Contract Products determined after applying the Price of Goods set forth in the grid in Paragraph B(1) above to the Non-Contract Cost.

5. Monthly Volume Rebates.

(a) Rebates. In consideration of Customer's execution of this Agreement but subject to Paragraph B(5)(c) below, Customer will receive a volume rebate within thirty (30) days following the end of each calendar month during the Term equal to 5.00% of Customer's Net Purchases during such month (each, a "Monthly Volume Rebate") until the total of the Monthly Volume Rebates equals \$1,145,486 (the maximum total amount of Monthly Volume Rebates which may be earned hereunder). Each Monthly Volume Rebate represents a 5.00% discount on Net Purchases made during the calendar month for which the Monthly Volume Rebate is earned, except that, for the last month in which the Monthly Volume Rebate is earned, the 5.00% discount shall be applied to the Net Purchases first made during the calendar month up to the amount of Net Purchases required to permit Customer to earn the portion of the Monthly Volume Rebate needed to bring the total of the Monthly Volume Rebates to the maximum amount of \$1,145,486. In order to receive each Monthly Volume Rebate, Customer must be in strict compliance with the terms of this Agreement, including but not limited to payment obligations.

(b) Rebate Payments. When earned, Customer hereby directs ABDC to pay the entire amount of each Monthly Volume Rebate to PHS and ABTG in satisfaction of Customer's obligations under the PHS Contract and ABTG Contract, respectively.

(c) Early Termination. In the event that (i) Customer terminates this Agreement prior to the end of the Term except based on a default by ABDC, or (ii) ABDC terminates the Agreement prior to the end of the Term as a result of a default by Customer, Customer will pay to ABDC as an early termination payment the total amount of the Monthly Volume Rebates paid through the date of termination less one sixtieth (1/60th) of such amount for each full calendar month from the Effective Date until the event giving rise to termination, in addition to any other amounts or damages that may be owed to ABDC. Nothing contained herein grants Customer a right to terminate the Agreement other than as is set forth elsewhere herein.

6. PRxO[®] Generics. Customer may elect to participate in PRxO[®] Generics pursuant to requirements as amended from time to time by ABDC. Under the PRxO[®] Generics Program that would be applicable to Customer, ABDC maintains a PRxO[®] Generics formulary of commonly used Generic Rx, other than Generic Injectables, which ABDC may amend or supplement from time-to-time. If participating in the PRxO[®] Generics program, Customer would agree (a) to purchase from ABDC no less than 95% of its purchases of all Generic Rx, other than Generic Injectables, from the PRxO[®] Generics formulary, (b) that the Generic Rx included in the PRxO[®] Generics formulary applicable to Customer would be primary over Generic Rx of any group purchasing organization, including MedAssets, regardless of the availability of equivalent Generic Rx from MedAssets or any other group purchasing organization, and (c) that ABDC's auto-substitution program ("ACAP") would apply with respect to all Facilities for Generic Rx other than Generic Injectables. Calculations are quarterly, with no carryover from one quarter to the next. Customer's PRxO[®] Generics purchases will be invoiced at the standard ABDC Special Price.

7. Fuel Surcharge. ABDC may assess a fuel surcharge, on a per stop basis, for each delivery made (the "Fuel Surcharge") as follows. Each month during the Term, the "Average Retail Price Per Gallon – Regular Grade" shall be ascertained based on the amount thereof published by the U.S. Department of Energy ("DOE") at: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html. If the Average Retail Price Per Gallon – Regular Grade as published by the DOE exceeds \$4.00 during any month during the Term, Customer shall be assessed a "per stop" fuel surcharge as set forth in the table below. For purposes of this Paragraph, the term "per stop" means all deliveries to a building bearing the same physical mailing address. Any fuel surcharge assessed on Customer shall be included on Customer's invoice in the month immediately following the month for which the fuel surcharge was assessed.

Average Retail Price Per Gallon - Regular Grade	Fuel Surcharge Per Stop
\$4.01 - \$4.25	\$1.50
\$4.26 - \$4.50	\$2.00
\$4.51 - \$4.75	\$2.50
\$4.76 - \$5.00	\$3.00
\$5.01 - \$5.25	\$3.50
\$5.26 - \$5.50	\$4.00
\$5.51 - \$5.75	\$4.50
\$5.76 - \$6.00	\$5.00

In the event that the Average Retail Price Per Gallon – Regular Grade exceeds six dollars (\$6.00), ABDC and Customer shall negotiate in good faith to reach agreement on additional increments to the above schedule.

8. Return of Non-Disposables. Customer will promptly return to ABDC non-disposable equipment and material (e.g., totes, padding, pallets, packs/coolers/insulation, monitors/loggers, etc.) or pay replacement cost of items not returned within five business days.

9. Additional Value-Added Services. ABDC will provide the additional value-added Services in Paragraph A of Exhibit 2 without additional charge for Facilities meeting minimum Net Purchases.

10. Ordering Hardware/Software. In addition, Customer will pay fees in Paragraph B of Exhibit 2 for ordering and reporting software and hardware selected by Customer for each Facility or other location. The parties will coordinate to ensure C-II controlled substance electronic ordering systems ("CSOS") interface correctly.

11. Contract Administration. In administering Customer's GPO/supplier contracts, Customer must (a) provide a copy of new contracts, (b) comply with supplier's terms, (c) use all products for its "own use" (as defined in judicial and legislative interpretations), (d) notify ABDC at least 45 days before it changes suppliers, and (e) upon changing suppliers, assist ABDC in disposing of any excess inventory acquired for Customer. Additionally, Customer will notify ABDC before discontinuing purchases of any special inventory it requested that ABDC stock (whether or not pursuant to a contract) and assist ABDC in disposing of any excess of such inventory. When invoiced, Customer will promptly reimburse ABDC for any unpaid chargebacks that are (x) denied by a GPO or supplier or (y) not paid within 45 days and, in either case, Customer will look solely to such GPO or supplier for redress.

C. PAYMENT TERMS

1. Options. Customer agrees to the following payment terms. (Check only one box below):

Monthly Prepay. Prior to placing orders, Customer must establish a prepayment account with ABDC equal to its estimated monthly Net Purchases, which amount will be paid by Customer by the 25th of each month for the following month's estimated Net Purchases throughout the Term.

15-Day Prepay. Prior to placing orders, Customer must establish a prepayment account with ABDC equal to its estimated Net Purchases every fifteen days, which amount will be paid by Customer no less than five (5) days prior by the 1st and 15th of each month for the following fifteen or sixteen days, as applicable, of estimated Net Purchases throughout the Term.

Weekly Pay. Payment for invoices for purchases made Saturday through Friday must be received the following Wednesday.

Semi-Monthly Pay. (Default if no box checked). Payment for invoices dated the 1st through the 15th must be received by the 25th of the same month and payment for invoices dated the 16th through the last day of a calendar month must be received by the 10th of the following month.

Monthly Pay. Payment for invoices dated the 1st through the last day of each calendar month must be received by the 10th of the following month.

2. Pre-payment. For each pre-payment option, the prepayment amount will be adjusted every three months based on average Net Purchases during the three previous months. ABDC will produce a statement by the 10th of each month reflecting transactions cleared during the prior month. After the Term, ABDC will provide a final reconciliation, followed by a final invoice and, as appropriate, return all or part of the prepayment or charge for any additional amount owed. The amount held on account by ABDC from time-to-time for pre-payment does not bear interest.

3. Terms. All payments (other than prepayment) must be received for deposit to ABDC's account by the due date by ACH/EFT. If Customer fails to make any payment by ACH/EFT, ABDC may increase the Price of Goods by 0.05%. ABDC may change available payment plans from time to time. Payment term changes may affect Price of Goods. If Customer does not select an option or the option selected is not available, ABDC will bill Customer on Semi-Monthly terms until otherwise notified by Customer. Subject to credit approval, Customer may change payment terms upon 30 days written notice prior to the beginning of a calendar month. Price of Goods adjustments for different payment terms are subject to change from time to time by ABDC to reflect ABDC's cost of money and any resulting credit risk. If not otherwise provided, payments are due within ten days from ABDC's invoice date.

D. MINIMUM ORDER VOLUME

1. Annual Purchases. Customer's minimum annual Net Purchases (as defined below) volume during Year 1 is \$12,000,000. Year 1 is from the Effective Date to July 31, 2013. Subsequent contract Years are the following 12-month periods. Customer's Net Purchases during the initial Term are projected to increase at a rate of 5.00% per Year. Customer's aggregate Net Purchases over the initial Term will be no less than \$66,307,575. "Net Purchases" mean total purchases from ABDC under this Agreement less returns, credits, rebates, late payment fees and similar items.

2. Small Order Charge. If Customer purchases less than \$25,000.00 per month, a delivery charge of \$25.00 per delivery will be assessed for each order that is less than \$1,250.00. ABDC may adjust the per-delivery charge from time to time to reflect ABDC's shipping and handling costs.

3. Price of Goods Adjustments. Customer acknowledges that Price of Goods and Program fees are based upon Customer's meeting such minimum annual, aggregate Net Purchases and, if Customer fails to do so, in addition to any other remedies, ABDC may reasonably adjust Price of Goods and Program fees on 10 days' notice to reflect lower than expected Net Purchases.

**EXHIBIT 2 TO
PRIME VENDOR AGREEMENT
ADDITIONAL VALUE-ADDED SERVICES**

A. ADDITIONAL VALUE-ADDED SERVICES

1. Per Paragraph B(9) of Exhibit 1, the following Services are offered to Customer by ABDC without additional charge:

- Bar-Coded Shelf Labels
- DEA Scheduled Rx Products Purchased Report
- Monthly Usage and 80/20 Report
- Price stickers – Rx and OTC

2. ABDC may discontinue any Services as it deems appropriate. In addition, from time to time, ABDC may offer such new Services, at such fees as it determines.

B. ORDERING & REPORTING SOFTWARE AND HARDWARE

1. Per Paragraph B(10) of Exhibit 1, the following ordering and reporting software and hardware are offered to Customer by ABDC for monthly fees as set forth below:

- Custom Reporting software without additional charge.
- Internet ordering software (Catalog and Order Entry (COE), *iECHO* or similar software, as appropriate) without additional charge.
- iScan PPC hardware technology for a monthly lease fee of \$100.00 per unit covering hardware, software and maintenance.
- UltraPhase/Telxon handheld electronic order entry terminal (one per pharmacy) without additional charge.
- Appropriate computer hardware (one CPU, one monitor, one mouse, one keyboard and one printer) will be included for each Facility without additional charge, provided that such hardware may be used solely with ABDC's ordering and reporting software.

2. Customer is responsible for hardware maintenance and repair. ABDC retains title to all ordering and reporting hardware and software and, pursuant to Paragraph 5.3 of Exhibit 3, Customer must promptly return them at the end of the Term.

3. Computer consulting and related services will be offered at ABDC's then-current standard charges for such services.

C. RECALLS

ABDC will notify Customer of all recalls as instructed in the supplier's notification.

D. DROP SHIP SERVICE

From time to time upon Customer's or a supplier's request, ABDC may provide drop shipment billing service as a convenience where Products are shipped directly to Customer by the supplier and the supplier bills Customer through ABDC. Suppliers must meet ABDC's liability insurance and other requirements. Customer's ability to return such Products through ABDC may be subject to different terms or otherwise restricted. Drop shipments may be subject to an additional charge. Other terms, including title, insurance and risk of loss, are set by each supplier and ABDC disclaims all liability in connection with drop shipments.

**EXHIBIT 3 TO
PRIME VENDOR AGREEMENT
PROVISIONS**

PARAGRAPH 1.0: DUTIES OF ABDC

1.1 Orders. Orders may be subject to minimum order size requirements. Other than supplier back-ordered Products, ABDC will make reasonable efforts to deliver orders placed by ABDC's normal order cut-off time by the next delivery day. Hawaii, Alaska, U.S. territories and foreign deliveries may be subject to a delivery surcharge.

1.2 Emergency Orders. ABDC will use commercially reasonable efforts to meet a requested delivery time for emergency orders, which may be subject to an additional charge. If ABDC cannot do so, Customer may fill emergency orders outside the Program on such occasions using another provider notwithstanding minimum purchase commitments in this Agreement.

1.3 Records, Audits. ABDC will maintain records of transactions for one year during the Term or after. Customer's employees may audit such records only pursuant to ABDC's audit policies, as modified from time to time. Such audits may be conducted only during ordinary business hours and upon reasonable notice and may only cover 90 days prior to the request or any shorter period set by a supplier for chargeback audits. No audit may cover any period previously audited. All costs will be borne by Customer, including costs to produce records. If an audit shows net overcharges or undercharges and ABDC agrees with such findings, ABDC will credit or charge Customer within 30 days of receipt of written notice of the net overcharge (or, if later, within 30 days of receiving an applicable supplier's credit) or undercharge.

PARAGRAPH 2.0: DUTIES OF CUSTOMER

2.1 Primary Vendor Orders. Customer will submit an electronic order for all Products, including controlled substances. If allowed, non-electronic orders for Products may be subject to additional charges.

2.2 Disclosure. Customer will comply with all laws, including reporting or reflecting discounts, rebates and other price reductions pursuant to 42 U.S.C. §1320a-7b(b)(3)(A) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

2.3 Notice of Changes. Customer will promptly notify ABDC of changes in ownership, name, business form (e.g., sole proprietorship, partnership or corporation) or state of incorporation or formation, or any intent to sell, close, move or modify its operations.

2.4 No Set-Off. Customer's obligation to pay for Products will be absolute, unconditional and not subject to reduction, set-off, counterclaim or delay.

2.5 Billing Statements. Billing disputes must be brought promptly to attention of ABDC's accounts receivable department or Customer will be deemed to accept the accuracy of statements and waive its right to dispute any amounts 12 months after receipt of the first statement containing the disputed amount.

2.6 Late Payment. All payments must be received in ABDC's account during normal business hours on the date due. Drivers and other ABDC employees cannot accept cash. Price of Goods reflects a prompt payment discount. If payment is not received by the due date, ABDC will invoice Customer such unearned discount by recalculating Price of Goods based on Cost + 2% (or, if greater, 2% more than the invoiced Price of Goods) effective as of the due date. Thereafter, if payment is delinquent, ABDC may withhold any payments to Customer and will assess a per-day late payment fee of the lower of 0.05% (18%/360) or the maximum rate permitted by law on the outstanding balance until paid, beginning on the first business day after such due date. Additionally, ABDC may adjust future Price of Goods to reflect Customer's payment history. Such rights are in addition to ABDC's other remedies and will not relieve Customer of its obligation to pay promptly.

2.7 Title And Risk Of Loss. All goods are F.O.B. Customer's location, with freight prepaid for normal delivery. Expedited delivery is extra. Title and risk of loss pass upon delivery to Customer.

2.8 Extension Of Credit. Payment terms are an extension of credit based upon an evaluation of Customer's financial condition upon commencement of this Agreement as reflected in written information from Customer. Customer will abide by ABDC's standard credit terms as

amended from time to time by ABDC. Customer will promptly notify ABDC in writing of any claim that, with an unfavorable result, would have a material adverse effect on Customer's financial condition or operation. Upon request, Customer will furnish ABDC financial statements and other evidence of its financial condition necessary to establish, in ABDC's opinion, Customer's ability to perform its obligations. If ABDC reasonably believes Customer's ability to make payments is impaired or its financial condition has materially deteriorated, ABDC may from time to time (a) request such evidence of financial condition or other documents; (b) amend Customer's payment terms; (c) require past due amounts to be paid; and/or (d) require posting of adequate security as ABDC may require. Pending completion of each such request, ABDC may (x) withhold delivery of Products and providing Services; (y) place Customer on a C.O.D. basis if ABDC has not received payment when due after giving notice by 10:00 a.m. and giving Customer until 2:00 p.m. the same day for ABDC to receive payment; and/or (z) require Customer to pay part or all of any past due amount as a condition to continued service.

PARAGRAPH 3.0: NO WARRANTIES

Customer acknowledges that ABDC is not the manufacturer of any Products and ABDC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, FOR PRODUCTS AND SERVICES. No oral or written information provided by ABDC, its employees or other representatives will create any such warranty. In no event will ABDC be liable for any special, incidental or consequential damages in connection with or related to Products, hardware, Software, including ordering software, or Services.

PARAGRAPH 4.0: CONFIDENTIALITY

Each party and its employees or representatives ("Receiving Party") will protect all proprietary and confidential information ("Confidential Information") disclosed by the other ("Disclosing Party") and not use or disclose it except in connection with the Program or as otherwise agreed. Confidential Information does not include information (a) available on a non-confidential basis, (b) known or able to be formulated by Receiving Party, or (c) required to be disclosed by law. Pricing and payment terms are confidential and may not be shared with any third party. Customer will remove Exhibit "1" (or request confidential treatment) if it discloses this Agreement for any reason, including in a Securities and Exchange Commission filing.

PARAGRAPH 5.0: TERMINATION OF AGREEMENT

5.1 Termination upon Change in Control. ABDC may terminate this Agreement upon the sale or transfer of the business of Customer, in whole or in part, or a change in control of Customer. As used in this Agreement, "change in control" means, as applicable, sale or other transfer of 25% or more of (a) Customer's assets, or (b) the voting equity or other voting interest in Customer.

5.2 Default. In addition to other available remedies, either party may immediately terminate this Agreement for cause upon written notice to the other party upon the other party's:

(a) (i) Filing an application for or consenting to appointment of a trustee, receiver or custodian of its assets; (ii) having an order for relief entered in Bankruptcy Code proceedings; (iii) making a general assignment for the benefit of creditors; (iv) having a trustee, receiver or custodian of its assets appointed unless proceedings and the person appointed are dismissed within 30 days; (v) insolvency within the meaning of UCC Section 1-201 or failing generally to pay its debts as they become due within the meaning of Bankruptcy Code Section 303(h)(1) (11 U.S.C. §303(h)(1)), as amended; or (vi) certification in writing of its inability to pay its debts as they become due (and either party may periodically require the other to certify its ability to pay its debts as they become due) (collectively, "Bankruptcy");

(b) Failure to pay any amount due and such failure continues five days after written notice; or

(c) Failure to perform any other material obligation of this Agreement or any other agreement now or hereafter entered into between the parties and such failure continues for 30 days after it

receives notice of such breach from the non-breaching party; provided, however, if the other party has commenced to cure such breach within such 30 days, but such cure is not completed within such 30 days, it will have a reasonable time to complete its cure if it diligently pursues the cure until completion. "For cause" does not include Customer's receiving a more favorable offer from a competitor of ABDC.

5.3 Survival Upon Termination. Within five days of expiration or earlier termination of this Agreement for any reason, all amounts owed by Customer will be immediately due and payable and Customer will (a) pay ABDC any amount owed and (b) return to ABDC all hardware, Software and other equipment, including ordering devices and totes, or pay to ABDC the replacement cost of any such items not returned. Obligations in Paragraphs 4.0, 5.0, 6.0 and 9.0 of this Exhibit 3 and any other provision the context of which shows the parties intended it to survive will remain in effect after the Term.

5.4 MedAssets Committed Program. As indicated in Paragraph A of Exhibit 1, Customer's group purchasing organization as of the Effective Date is MedAssets. The parties acknowledge that (a) during the Term, MedAssets may issue a pharmaceutical distribution solicitation to eligible wholesalers (including ABDC and its competitors) pursuant to which a single wholesaler would be selected by MedAssets as the primary vendor of Products for those members of MedAssets ("Committed Members") that make a binding commitment in conjunction with the solicitation to use the selected wholesaler as their primary vendor for a term specified by MedAssets that is likely to be not less than three years (the "MedAssets Committed RFP"), and (b) the Price of Goods and other financial terms and conditions set forth herein are superior to those generally available to members of MedAssets under the group distribution agreement between ABDC and MedAssets in effect on the Effective Date ("Group Agreement"). In consideration for such enhanced Price of Goods and other terms and conditions provided to Customer hereunder, Customer hereby waives any right to terminate this Agreement on account of the MedAssets Committed RFP notwithstanding any contrary provision of the MedAssets Committed RFP (or any agreement relating thereto, including any such agreement in which ABDC's participation in the MedAssets Committed RFP is conditioned on the ability of MedAssets' members to terminate their existing distribution agreements with ABDC) and agrees that it will not enter into any contract with a pharmaceutical distributor that results from the MedAssets Committed RFP that provides for Customer to commence participation therein prior to the expiration of the Term.

PARAGRAPH 6.0: INDEMNIFICATION

Each party ("Indemnifying Party") will indemnify and defend the other, its employees and representatives ("Indemnified Party") against all claims and damages (including expenses and attorneys' fees) ("Claim") to the extent arising out of Indemnifying Party's obligations under this Agreement. Failure to give prompt written notice of a Claim will not relieve Indemnifying Party of liability except to the extent caused by such failure. Indemnifying Party will defend a Claim with counsel reasonably satisfactory to Indemnified Party and Indemnified Party will cooperate fully in such defense.

PARAGRAPH 7.0: CUSTOMER'S INSURANCE

Customer will maintain sufficient insurance to cover all unpaid inventory in its possession, naming ABDC on such policies as loss payee, and will maintain professional liability insurance with limits of no less than \$2,000,000 per incident and \$10,000,000 aggregate. ABDC may reasonably increase such limits from time to time.

PARAGRAPH 8.0: SOFTWARE LICENSE

8.1 License. ABDC grants Customer a non-exclusive, nontransferable and revocable license to use software and related documentation ABDC provides for use in the Program ("Software"). Customer may not make, or allow others to make, copies except one backup copy. Customer must include all proprietary notices in permitted copies. Customer may not modify Software or create derivative works and may not translate, reverse engineer, disassemble or decompile Software.

8.2 Limited Warranty. ABDC warrants that, for 90 days from the Effective Date, (a) Software will perform substantially in accordance with its documentation if operated as directed and (b) hardware provided by ABDC and media on which Software is provided will be free from defects

under normal use. ABDC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, FOR HARDWARE AND SOFTWARE, AND ACCURACY OF ANY DATA. ALL DATA IS PROVIDED "AS IS." DUE TO THE NATURE OF SOFTWARE, HARDWARE AND DATA, ERRORS AND INTERRUPTIONS MAY OCCUR AND CUSTOMER HAS ALL RISKS FOR QUALITY AND PERFORMANCE. No oral or written information provided by ABDC, its employees or other representatives will create any warranty.

8.3 Remedy. ABDC's liability and Customer's exclusive remedy for breach of warranties in Paragraph 8.2 will be, at ABDC's option, to (a) repair or replace Software or hardware so it performs substantially in accordance with its documentation; (b) advise Customer how to achieve substantially the same functionality using different procedures, or (c) replace defective media returned within 90 days of the Effective Date. Such replacement will not extend such 90-day period.

PARAGRAPH 9.0: MISCELLANEOUS

9.1 Force Majeure. If ABDC's performance is prevented, delayed or otherwise affected by any cause beyond its control, including labor disputes, fire, terrorism, acts of God, unavailability of Product, transportation, materials or fuel, delays by suppliers, loss of facilities or internet, telecommunication or electrical systems, voluntary foregoing a right in order to comply with or accommodate government orders or requests, compliance with any law or otherwise ("Force Majeure"), ABDC may reduce or eliminate Products without liability or obligation during the Force Majeure period. In addition, if Force Majeure affects ABDC's cost of operations, ABDC may, at its discretion, add all increased costs, including taxes, to Product and other prices so long as Force Majeure affects such costs.

9.2 Security Interest. In addition to any security interest provided previously or later by Customer to ABDC, to secure all of Customer's existing and future liabilities to ABDC, Customer now grants to ABDC a lien and security interest, which may be a purchase money security interest, in all of Customer's inventory, related Accounts and Proceeds and products thereto and thereof, now owned or hereafter acquired or arising. Capitalized terms without definition in this Agreement have the meaning in the Uniform Commercial Code as in effect in any jurisdiction in which any Collateral may at the time be located ("UCC"). ABDC may do such things as are necessary to achieve the purposes of this Paragraph.

9.3 Assignment. This Agreement inures to the benefit of and is binding upon the heirs, successors and assigns of each party; provided, however that Customer may only assign its rights or delegate its duties under this Agreement, including by merger, change of control, asset sale, operation of law or otherwise, with ABDC's written consent. Customer consents to ABDC's assigning part or all of its obligations to any affiliate and to assigning or granting a security interest in this Agreement in connection with any financing or securitization by ABDC or any affiliate.

9.4 EEO Requirements. ABDC warrants it does not and will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, gender, sexual preference, veteran status, handicap or as otherwise prohibited by law and will meet affirmative action obligations as are imposed by law.

9.5 Miscellaneous. The successful party in any legal action, including in a Bankruptcy proceeding, may recover all costs, including reasonable attorneys' fees. California law will govern this Agreement without reference to conflict of laws provisions. Any waiver or delay in enforcing this Agreement will not deprive a party of the right to act at another time or due to another breach. All provisions are severable. This Agreement supersedes prior oral or written agreements by the parties that relate to its subject matter other than the security interest, which is in addition to and not in lieu of any security interest created in other agreements. Captions are intended for convenience of reference only. The parties may not modify this Agreement other than by a subsequent writing signed by each party. This Agreement will be interpreted as if written jointly by the parties. The parties are independent contractors.

EQUIPMENT PURCHASE AND SOFTWARE LICENSE AGREEMENT

This **Equipment Purchase and Software License Agreement** (this "Agreement") is entered into by and between **AutoMed Technologies, Inc. d/b/a AmerisourceBergen Technology Group** (the "Company") a wholly-owned subsidiary of AmerisourceBergen Corporation, and **Riverside County Regional Medical Center** (the "Customer").

The Company is engaged in the business of providing automated pharmacy dispensing systems, software and other related products and services. The Customer desires to purchase certain products and services from the Company. In consideration of the mutual covenants made below, the parties, intending to be legally bound, agree as follows:

1. Definitions. As used in this Agreement:

"Affiliate" means with respect to either party, any Person that, directly or indirectly, is controlled by, controls or is under common control with such party. For purposes of this Agreement "control" means, with respect to any Person, the direct or indirect ownership of more than fifty percent (50%) of the voting or income interest in such Person or the possession otherwise, directly or indirectly, of the power to direct the management or policies of such Person.

"Agreement", "hereto", "herein", "hereof", "hereunder" and similar expressions refer to this Agreement and not any particular paragraph or any particular portion of this Agreement and include all schedules attached to this Agreement.

"Authorized Disposables" shall have the meaning set forth in Section 10.

"Authorized Service Provider" shall have the meaning set forth in Section 10.

"Confidential Information" shall have the meaning set forth in Section 4(c).

"Customer's Facility" means the delivery address specified on Schedule A.

"Delivery" shall have the meaning set forth in Section 6(a).

"Effective Date" means the date on which the Company executes this Agreement, as set forth on the signature page hereto.

"Equipment" means the items listed as "equipment" on Schedule A (other than Recommended Equipment).

"Installation" means the later of (a) the date that the System is considered or deemed installed in accordance with Section 6(b) or (b) the date the training set forth on Schedule B has been completed; provided, however, that if the Customer is unavailable to participate in the training as scheduled, the preceding clause (a) will govern.

"Installation Notice" means the written notice that the Company will provide to the Customer upon Installation of the System pursuant to the terms of Section 6(d).

"Operator Manuals" means the documentation provided by the Company that provides instruction on the use and maintenance of the System.

"Person" means any individual, corporation, association, partnership, joint venture, trust, estate, limited liability company, limited liability partnership, unincorporated organization, government (or any agency or political subdivision thereof) or other legal entity or organization.

"Purchase Price" means the total aggregate amount(s) shown on Schedule A.

"Recommended Equipment" means equipment and the configuration thereof, if any, listed on Schedule A recommended by the Company for use with the Software.

"Schedule A" means a Schedule A to this Agreement which reflects the products and services to be purchased by the Customer or a Customer Party and the prices for such products and services.

"Software" means the executable application software and operating system software listed as such on Schedule A and any modifications, customizations, updates and/or enhancements thereto. The term Software does not include Third Party Software or Source Code, except that, for the purpose of the provisions of Section 3, the term "Software" shall include Third Party Software.

"Software Documentation" shall have the meaning set forth in Section 3(a).

"Software License" shall have the meaning set forth in Section 3(a).

"Source Code" means the program instructions for the Software which are in human-readable form.

"Support Services" means those additional support services described on Schedule E.

"System" means, collectively, the Equipment and the Software.

"Taxes" shall have the meaning set forth in Section 5(c).

"Third Party Software" means software provided by a vendor other than the Company, which Third Party Software is reflected on Schedule A or is imbedded in the Equipment.

"Warranty Period" means, with respect to Equipment, the time period identified as the "warranty period" on Schedule A, commencing upon receipt of the Installation Notice. In the case of RxWorks Inventory Management Software described on Schedule A, the "Warranty Period" shall be deemed to be the period during which Customer has purchased and paid for support services.

"Warranty Services" shall have the meaning set forth in Section 9(d).

2. Purchases and Sale of Equipment and Services; Risk of Loss, Title; Purchase of Support Services. Subject to all of the terms and conditions set forth in this Agreement, the Company hereby agrees to sell and the Customer hereby agrees to purchase the Equipment and the Support Services. Risk of loss of the Equipment shall pass to the Customer upon Delivery to the Customer and title to the Equipment shall pass to Customer upon payment in full of the Purchase Price. Title shall be free and clear of all liens and encumbrances, excepting those of parties claiming through Customer, if any. Notwithstanding anything herein to the contrary, the Customer does not by virtue of this Section 2 acquire any right, title or interest in or to any software embedded in the Equipment, other than the right to use such embedded software solely in the operation of the Equipment.

3. Software License; Restrictions; Termination. (a) Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Customer a perpetual, nonexclusive, nontransferable, personal and limited license to use the Software and related user documentation (the "Software Documentation") solely (i) in connection with the internal conduct of the Customer's business; (ii) at Customer's Facility; and (iii) in combination with the Equipment, any replacement equipment which is purchased through the Company, or Recommended Equipment or otherwise expressly approved by the Company (collectively, the "Software License").

(b) The Customer may not modify, reverse engineer, decompile or disassemble, create derivative works, distribute, sell, rent, lease, sublicense or otherwise transfer or disclose the Software, in whole or in part. The Customer shall not reproduce the Software in whole or in part,

except as reasonably necessary for archival back-up purposes. The Customer may not use databases provided in the Software only in connection with the Software and the Equipment.

(c) Notwithstanding anything herein to the contrary, the Company may terminate the Software License granted hereunder) by giving written notice thereof to the Customer upon the occurrence of any one of the following events: (i) the Customer defaults, breaches or fails to perform any of its obligations, covenants or representations (including without limitation the obligation to pay amounts due in accordance with the terms of this Agreement, and such default, breach or failure to perform is not cured within thirty (30) days following notice thereof (provided, that the Customer shall not be permitted repeatedly to cure multiple breaches of the same obligation or term hereof); or (ii) the Customer becomes insolvent or becomes the subject of any receivership, bankruptcy or similar proceeding. Upon termination of the Software License, the Customer, its receivers, trustees, assigns, or other representatives shall immediately stop using the Software and shall return to the Company or destroy all magnetic media or tangible items and material containing the Software, the Software Documentation and all copies thereof to the Company without delay and shall certify in writing to the Company that all of the Software, the Software Documentation and all copies thereof have been returned to the Company or otherwise destroyed. The foregoing provisions of this Section shall not limit or restrict the right of the Company to seek immediate equitable relief against the Customer to the extent the Company deems appropriate to enforce this Agreement and protect its rights hereunder.

(d) No termination of this Agreement or the Software License shall release the Customer from any obligation to pay the Company any amount that has accrued or is payable prior to the effective date of termination. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall survive including, without limitation, the provisions of Sections 3, 4, 5, 9, 11, 14, 15, 16, 19 and 25.

4. Intellectual Property Rights; Confidential Information.

(a) The Customer acknowledges and agrees that it acquires no ownership rights in the Software, the Software Documentation, the Source Code or any Third Party Software. All such ownership rights, including, without limitation, copyrights, patent rights, trade secrets, trademarks and any other intellectual property rights, shall remain vested in the licensor thereof. All rights not expressly granted herein are expressly reserved.

(b) As between the Company and the Customer, the Company shall have exclusive ownership rights with respect to any intellectual property related to the System, including those which may result from the Customer's use of the System or any customization provided by or on behalf of the Company, including, without limitation, interfaces provided by the Company, enhancements, updates and modifications. To the extent that ownership of such intellectual property does not automatically vest in the Company by virtue of this Agreement or otherwise, the Customer hereby irrevocably transfers and assigns to the Company all right, title and interest in and to such intellectual property. Furthermore, the Customer agrees to take such steps as the Company may reasonably request to vest such intellectual property in the Company.

(c) All technical information (whether a part of a technical system, or contained therein), information concerning a party's financial condition, business methods, advertising, promotional and marketing plans and strategies, customers, suppliers, employees, contractors, alliances, technology and hardware and software systems, any data supplied or processed through the System and any other information that is not publicly known that is disclosed by one party (the "Discloser") to the other party or its Affiliates or agents (the "Recipient") in connection with this Agreement or otherwise, and all ideas and expressions thereof, shall be treated as confidential information and is referred to hereinafter as "Confidential Information". Each party as Recipient shall take such steps to protect and maintain the confidentiality of the Discloser's Confidential Information as the Recipient would take to protect and maintain its own Confidential Information, but no less than reasonable care. The Recipient will not use, and will not allow the use of, the Confidential Information for any purpose other than for the purpose of carrying out the terms of this Agreement or for other uses contemplated hereby. Notwithstanding the foregoing, Confidential Information shall not include any information that: (i) has entered the public domain through no action or failure to act of the Recipient; (ii) prior to disclosure hereunder was already lawfully in Recipient's possession without any obligation of confidentiality; (iii) subsequent to disclosure hereunder is obtained by the Recipient on a non-confidential basis from a third party who has the right to disclose such information to the Recipient; or (iv) is ordered to be or otherwise required to be disclosed by the Recipient by a court of law or other governmental body; provided, however, that the Discloser is notified of such order or requirement and given a reasonable opportunity to intervene.

(d) The Customer agrees to retain all proprietary marks, legends and patent and copyright notices that appear on the Software, Equipment, the Software Documentation, any Third Party Software and any Confidential Information provided to the Customer related to this Agreement.

(e) The Company may, from time to time, modify, upgrade or enhance the Software, or issue a new version of the Software, for the purpose of allowing the System to perform new or different functions, to correct errors or problems, or to increase the capacity of the Software to process information. Any modification, upgrade, enhancement or new release that the Company makes generally available to all end users will be made available at the same time to the Customer. The Company reserves the right to require payment of an additional commercially reasonable license fee for any Major Release. For purposes hereof, a release is considered to be a "Major Release" if (i) it adds substantial new functionality or features to the Software or results in substantially improved performance of the Software or the System, (ii) is denoted in the product version number by a change in the number to the left of the first decimal point, and (iii) it is separately priced and marketed by the Company as a distinct, new product. Any modification, upgrade or enhancement (including a Major Release), when delivered, shall become part of the Software and shall be maintained and otherwise be subject to all of the terms of this Agreement. In order to satisfy any obligation hereunder, the Company may, at its option, send the Customer a single copy of any modification, upgrade, enhancement, error correction, bug fix, or release to the Software, together with instructions for the Customer's installation and implementation thereof.

5. Purchase Price; Fees; Payments. (a) The Customer agrees to pay the Purchase Price to the Company on the terms set forth on Schedule A for the System or component thereof (in the event that the Customer elects to purchase the System in phases).

(b) In addition to the Purchase Price, the Customer shall pay all fees and expenses related to (i) freight and shipping charges (except as waived on Schedule A), (ii) permit and inspection fees, (iii) site preparation (including any facility improvements, furniture or utility upgrades necessary to operate the System as identified in writing by the Company), (iv) supplies needed for operation of the System, (v) costs associated with modification of the Customer's existing computer system(s) and/or data conversion necessary to implement use of the System, (vi) post-warranty maintenance fees associated with the System or annual software support fees (beyond the initial term identified on Schedule E) for stand-alone Software products which are subject to annual software maintenance fees, (vii) interface fees to be paid to third parties with respect to Third Party Software and (viii) fees charged for upgrades or enhancements to the Equipment or the Software. To the extent that the Company or any of its Affiliates incur any of the foregoing expenses, the Customer will be invoiced. Each such invoice shall be paid by the Customer in full within thirty (30) days of its date (unless otherwise set forth in the applicable Schedule A).

(c) The Customer agrees to pay all personal property, sales and use and other taxes (excluding taxes based upon the Company's net income) and license and registration fees and other assessments or charges levied or imposed by any governmental body or agency as a result of the execution and performance of this Agreement ("Taxes"). Any amount due from Customer under this Section shall be paid directly by the Customer, where appropriate, or shall be reimbursed to the Company upon payment thereof by the Company. If the Customer or the transactions contemplated hereby are exempt from Taxes, valid tax-exempt certificates must be provided to the Company prior to the execution of this Agreement. The Customer hereby agrees to indemnify the Company for and hold it harmless from any Taxes and related costs, interest and penalties paid or payable by the Company, excluding interest and penalties resulting from the fault of the Company.

(d) The Customer shall pay to the Company reasonable cancellation or restocking charges for any cancelled orders for Equipment or Services, but in no case less than 15% of the Purchase Price; provided, however that custom manufactured Equipment is not cancelable.

(e) The Customer shall not be entitled to any setoff without the Company's written consent. The Customer shall pay the Company a service charge of 1½% per month (or the highest amount allowed by law, if lower) on all past due amounts. Payments shall be applied first to any service charge which has accrued and then to the Customer's past due amounts, starting with the longest overdue amount.

(f) In addition to any other remedies available to the Company, the Company may suspend further shipments, installation or other activities under this Agreement including, but not limited to, its warranty obligations hereunder until the Company has received all amounts then due to the Company.

(g) To secure its obligations to make any and all payments required under this Agreement, the Customer hereby grants to the Company a security interest, which may be a purchase money security interest, in the Equipment. The Company may do such things as are necessary to achieve the purposes of this Section including, without limitation, the filing of a notice filing under the Uniform Commercial Code in the appropriate jurisdiction(s). The Company agrees promptly to terminate any such security interest upon payment in full of the Purchase Price.

6. Delivery, Installation and Acceptance.

(a) The Company agrees to use reasonable efforts to schedule the System for shipment to Customer's Facility according to the Implementation Project Milestones to be agreed upon and executed by authorized representatives of both parties following the execution of this Agreement. The form of Implementation Project Milestones is attached hereto as Schedule B. The Equipment, the Software or any portion thereof shall be deemed to be delivered upon arrival at Customer's Facility ("Delivery").

(b) The Company and/or its subcontractors shall install the Equipment, the Software and Third Party Software, as applicable. The System shall be considered installed when the System is available for use at Customer's Facility; provided, however, if Customer fails to perform any of its obligations agreed upon herein, then the System shall be deemed to be installed within fifteen (15) days after Delivery.

(c) Notwithstanding anything herein to the contrary, the Company obligations pursuant to Section 6(b) shall not include modification of the Customer's premises, computer programming, or interfacing with the Customer's computer systems (other than Company-supplied interfaces which are reflected on Schedule A or which are otherwise provided pursuant to a written agreement of the parties), all of which the Customer acknowledges and agrees shall be its sole responsibility. Without limiting the generality of the foregoing, the Customer shall be responsible for: (i) supplying such cables, connectors, space, lighting, utilities, compressed air, air conditioning and other environmental requirements as are identified in the Operators Manuals or otherwise in writing by the Company; (ii) providing adequate working space within a reasonable distance of the System for use by the Company's personnel; (iii) converting current data to the format required by the System; (iv) ensuring that communication and electrical power lines are properly installed and tested at Customer's Facility according to the written instructions provided by the Company; (v) providing clean commercial power and the necessary communication abilities including, but not limited to, outside phone lines and, if applicable, network cabling to each location where the System will be placed; and (vi) otherwise preparing the site for the System. If (x) additional site preparation is necessary and to the extent that the Customer requests and the Company elects to provide the same or (y) the Customer requests the Company to program, modify or alter the Company's standard interface software package so that it can operate with the Customer's existing computer system(s), the Customer will be charged on an hourly basis at the Company's rates then in effect plus reasonable expenses for such site preparation and/or programming services. The Company will advise the Customer in advance if additional site preparation or programming services will be necessary to complete the installation of the System; provided, however the scheduling of such additional services will be subject to resource availability and the Company shall not be responsible for any delays resulting from additional programming services, whether requested by the Customer or recommended by the Company.

(d) Upon Installation, the Company shall provide the Customer with an Installation Notice in the form attached hereto as Schedule C and the Customer shall be deemed to have accepted the System.

7. Training. During the installation process described in Section 6, the Company will provide the Customer with the training at the intervals reflected on Schedule B. The Customer shall be responsible for any travel and related expenses when training occurs at Company training facility. Thereafter, any additional training will be the responsibility of the Customer. If the Customer's staff is not available for training during the installation process and/or additional training is required at a later date, such training will be provided by the Company at the Company's standard time, commercial travel and material rates then in effect.

8. System Management. The Customer shall identify one or more System operators who will serve as key points of contact and who will be responsible for fully understanding how the System operates and administering and managing the performance of the System, including maintaining the files and monitoring the performance of the System. Such System operators will be responsible for reviewing and evaluating all end-user requests for service and informing the Company of any problems that the System operator cannot resolve.

9. Warranties; Exclusions; Remedies During Warranty Period and Support Term; Limitations of Liability. (a) The Company warrants, solely for the benefit of the Customer, that during the Warranty Period and the Support Term (defined in Section 12 below), under normal use, the Equipment will be free from material defects in material and workmanship. The Company further warrants that the Software will operate in substantial compliance with the functions described therefor in the Software Documentation, and that the Software will not contain any disabling code or similar device that might prevent the Customer from using the Software for its intended purpose and, when delivered, will not contain any computer viruses or other contaminants. The Company does not represent or warrant that (i) the System or the Software will operate error free, (ii) the Customer's use of the System or the Software will be uninterrupted or (iii) all defects will be identified, reproducible or resolved.

(b) The Company's warranties do not cover, nor shall the Company be liable for: (i) mistakes due to incorrect replenishment of drugs contained the canisters/cassettes used in the System; (ii) disposable materials and components, as applicable, not provided or approved in writing by the Company; (iii) modification to any System component due to changes in drug manufacturers, drug specifications or drug usage; (iv) defects or damages due to the Customer's negligence or misuse, abuse, failure to maintain, clean or operate the System in accordance with the Operator Manuals; (v) anything external to the System including, but not limited to, power surges or the Customer's failure to provide proper electrical power, air conditioning and humidity control, (vi) use of the System by the Customer prior to the issuance of an Installation Notice, unauthorized repairs, replacements or adjustments to the System, or modification or alteration of the System by anyone other than the Company or its designee; (vii) cosmetic damages (such as scrapes or scratches); (viii) damages or defects caused by any cause beyond the Company's reasonable control, including acts of government, strikes, fires, explosion, theft, riot, acts of God; (ix) damages or defects arising from the System's interface with the Customer's host system, including without limitation, damages or defects resulting from the importing or manual entry of data into the Software (except that the Company's warranties shall extend to any interface provided by the Company); (x) damage or defects due to the Customer's failure to maintain virus protection and operation system updates; (xi) damage or defects arising from the Customer's failure to maintain System backups; (xii) damage resulting from the relocation of the System by anyone other than the Company or Company approved third party service providers from the site of original installation at Customer's Facility to another location; (xiii) design or manufacturing defects in any products or services not made or provided by the Company; (xiv) operator error; (xv) Third Party Software (although the Company does agree assign to the Customer any warranties that it obtains

with respect to such Third Party Software and to work, on behalf of the Customer, with the providers of Third Party Software to resolve Customer concerns) (xvi) Recommended Equipment, or ; and (xvii) any other items that are expressly excluded in this Agreement or on Schedule D.

(c) **THE WARRANTIES EXPRESSLY PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INTELLECTUAL PROPERTY INFRINGEMENT. SUCH WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR OTHERWISE AFFECTED BY THE RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE BY THE COMPANY IN CONNECTION WITH THE SYSTEM OR BY ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, BY STATUTE, OR BY PERFORMANCE, CUSTOM OR USAGE OF TRADE.**

(d) Any warranty claims must be submitted in writing by the Customer within ten (10) days of the Customer's discovery of a defect in the Equipment or Software. If, within the Warranty Period, the Customer notifies the Company of any warranty claim and makes the System, or the applicable components thereof, available for service and/or testing, and the Company agrees that the System fails to meet the warranties herein, and the Customer cooperates with the Company in its efforts, the Company will (i) with respect to Equipment, at the Company's option, repair or replace (with new or exchange replacement parts) any nonconforming Equipment or parts of the Equipment and (ii) with respect to reproducible errors in the Software or the Software Documentation, at Company's option, make commercially reasonable efforts to design, code and implement program changes to the Software to correct such errors, and comparable efforts to correct misstatements and omissions in the Software Documentation (collectively "Warranty Services"). The Company's obligation to provide Warranty Services is subject to the additional terms and conditions set forth on Schedule E. The foregoing remedies are the Customer's exclusive remedies and the Company's sole liability for any warranty claim.

(e) Notwithstanding anything herein to the contrary, the Company's liability for all claims, whether in contract, tort or otherwise, arising out of or resulting from any performance or nonperformance hereunder, shall in no event exceed the Purchase Price. **THE COMPANY SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST DATA OR PROFITS, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, FROM THE USE OF OR INABILITY TO USE THE SYSTEM OR FROM THE SYSTEM BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER PRODUCT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO ACTION OR CLAIM OF ANY TYPE RELATING TO THIS AGREEMENT MAY BE BROUGHT OR MADE BY CUSTOMER MORE THAN ONE (1) YEAR AFTER CUSTOMER FIRST HAS KNOWLEDGE OF THE BASIS FOR THE ACTION OR CLAIM.**

10. Disposables and Service. Only disposable materials authorized in writing by the Company or listed on Schedule F ("Authorized Disposables") shall be used in the System, and only the Company's service personnel, the Company-approved third party service providers, or employees of the Customer who have received maintenance training (hereinafter "Authorized Service Providers") may service the System. All warranties provided under this Agreement and the Company's obligation to provide service pursuant to a Service Agreement shall terminate if the Customer uses disposables other than Authorized Disposables or service providers other than Authorized Service Providers. The Company shall not be liable for damages incurred by the Customer or damages to the System following the Customer's first use of any such unauthorized disposables or unauthorized service providers. -

11. Compliance With Law; Use of System; Indemnity. The Customer shall be solely responsible, at its expense, for complying with all applicable laws and regulations of each jurisdiction where it uses the System or the Software. The Customer also shall be solely responsible for the use and monitoring of the System and its performance at Customer's Facility. In addition, the Customer shall remove and control any items of value (including, without limitation, "controlled substances" before the Company begins service and the Customer shall replace the same upon completion). The Customer shall defend, indemnify and hold the Company (including affiliates, and the respective directors, officers, employees and agents of such entities) harmless from and against all actions, claims, damages or liabilities (including reasonable attorneys' fees) arising out of: (i) any violation of any laws or regulations or any other provision of this section; (ii) the Customer's failure to monitor the System and its performance at Customer's Facility; or (iii) the Customer's failure to use, maintain or clean the System in accordance with the Operator Manuals and this Agreement.

12. Purchase of Additional Support Services; Term; Termination of Support Term. (a) Customer has also agreed to purchase the additional Support Services reflected on Schedule E. The term for such Support Services shall be as reflected on Schedule E (the "Initial Support Term"), unless terminated earlier in accordance with Section 3(b). The Support Term shall thereafter automatically renew for successive one (1) year terms (each a "Renewal Support Term") unless either party provides written notice no less than ninety (90) days prior to the then-current term or unless sooner terminated in accordance with the terms of this Section.

(b) In addition to any other rights that it might have hereunder, either party may terminate the obligation with respect to the Support Services, in whole or in part, upon breach by the other party of any material obligation with respect to such Support Services, by giving written notice thereof to the defaulting party, provided that the default is not cured within thirty (30) days following notice thereof (and provided further, that neither party shall be permitted repeatedly to cure multiple breaches of the same obligation). In addition, this Support Term may be terminated immediately by the Company, at its sole discretion, (i) if Customer becomes insolvent or becomes the subject of any receivership, bankruptcy or similar proceeding; or (ii) if the Software License granted to the Customer pursuant to this Agreement has been terminated.

13. Excuse of Performance. Performance by the Company or the Customer of any obligation under this Agreement (other than payment obligations) shall be excused if such failure to perform is caused by an event or circumstance beyond the Company's or the Customer's reasonable control and prompt notice thereof has been given to the other party. If the Company or the Customer should fail to perform any non-monetary obligation hereunder as a result of an event or circumstance beyond its reasonable control, it shall meet its obligations hereunder within a reasonable time after the cause of the failure has been removed.

14. Independent Contractor. The relationship between the parties is that of independent contractors and not partners, joint venturers, principal and agent or employer and employee. Neither party shall have the authority to and shall not incur obligations of any kind in the name of or for the account of the other party hereto.

15. Assignment. The rights and obligations of the Customer under this Agreement shall not be assigned, delegated or transferred by operation of law or otherwise, in whole or in part, without the prior written consent of the Company, which consent may be withheld or conditioned in the sole discretion of the Company. For purposes of this Section 15, a change of control of the Customer shall be deemed to be a prohibited transfer without the written consent of the Company. Notwithstanding the foregoing, the Customer may assign, or otherwise transfer this Agreement to an Affiliate. The provisions of this Agreement shall inure to and be binding upon the permitted successors and assigns of the parties.

16. Governing Law, Forum Selection and Jurisdiction. This Agreement shall be construed and interpreted according to the internal laws of the State of California without giving effect to its conflicts of laws provisions. Each party to this Agreement hereby agrees that any suit, action or other proceeding of any type whatsoever arising out of this Agreement or any of the transactions contemplated hereby shall be heard solely in the circuit courts of Riverside County, California and/or the United States District Court for the Southern District of California and any other court in the

United States of America competent to hear appeals from such courts, and the parties hereby irrevocably submit to the subject matter and personal jurisdictions of such courts for such purposes. The Customer agrees that the Company may seek injunctive relief in the courts stated in this section.

17. Entire Agreement; Amendment. This Agreement, including all attached Schedules, represents the entire agreement between the Company and the Customer concerning the matters set forth herein and supersedes the terms of any other agreements, contract, bid, order or warranty concerning such matters. All orders for the Equipment and the Software shall be governed exclusively by the terms of this Agreement. This Agreement may not be modified except by a written agreement signed by both parties.

18. Waiver. Failure of either party to require strict performance by the other of any provision of this Agreement shall not in any way affect the rights of such party to thereafter enforce any such provision.

19. No Third Party Reliance. Third parties are not entitled to rely on any provision of this Agreement and the parties assume no liability to any third party because of any reliance on the agreements of the parties contained in this Agreement.

20. Samples. From time to time, the Company shall have the right to request that the Customer provide it with samples of any product (other than controlled substances) that may be dispensed by the System (in such amounts as the Company may reasonably request) for quality assurance and System calibration purposes.

21. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (a) upon delivery if hand delivered, or (b) upon deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier, airbill prepaid, or (c) upon transmission if by facsimile, provided that such transmission is promptly confirmed by hand delivery, mail or courier as provided above, and each such communication or notice shall be addressed as follows, unless and until any party notifies the other in accordance with this Section of a change of address:

If to the Company: AutoMed Technologies, Inc.
d/b/a AmerisourceBergen Technology Group
Attn: Vice President
1400 Busch Parkway
Buffalo Grove, IL 60089
847-808-3322 (fax)

with a copy (other than routine correspondence and payments/invoices) to:
General Counsel
AmerisourceBergen Corporation
1300 Morris Drive
Chesterbrook, PA 19087
610-727-3612 (fax)

If to the Customer: Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 955-3730 (fax)

22. Counterparts; Facsimiles. This Agreement may be executed in more than one counterpart and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. HIPAA Business Associate Agreement. To the extent applicable and required by law, the Company agrees to comply with the Health Insurance Portability and Accountability Act in accordance with the terms set forth in Schedule G.

24. EEO Requirements. The Company warrants that it does not and will not discriminate against any employee or applicant for employment because of race, creed, color, national origin religion, gender, sexual preference, veteran status, handicap or as otherwise may be prohibited by law and will meet affirmative action obligations as are imposed by law. The Company agrees to comply with the provisions of 29 CFR part 470.

25. Books and Records. To the extent required by 42 U.S.C. §1395x(v)(1), until four (4) years after termination of this Agreement, the Company will make available upon written request to the Secretary of the U.S. Department of Health & Human Services ("HHS"), the Comptroller General, or their authorized representatives, a copy of this Agreement and all records required to certify the nature and extent of costs of products and services provided by the Company under this Agreement. The Company will ensure, to the extent it carries out its duties through a subcontract with a value or cost of \$10,000 or more in a twelve (12) month period with a related organization, such subcontract will contain similar provisions. Notwithstanding the foregoing, the Company will have no obligation to make public documents subject to attorney-client privilege.

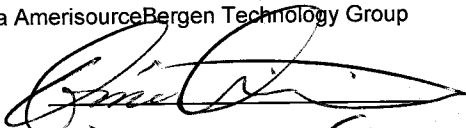
26. Disclosure. Customer will comply with all laws, including reporting or reflecting discounts, rebates and other price reductions pursuant to 42 U.S.C. §1320a-7b(b)(3)(A) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase and Software License Agreement as of the date(s) set forth below.

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

AUTOMED TECHNOLOGIES, INC.
d/b/a AmerisourceBergen Technology Group

By: 
Print Name: JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISORS

By: 
Print Name: Dominic Cicco

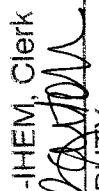
5 of 46

6/29/12

AutoMed Technologies, Inc.
Equipment Purchase and Software License Agreement Revised - EXECUTION VERSION - 6-4-12 - Premium Support Plan

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

JUL 17 2012 3:35

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

CHAIRMAN, BOARD OF SUPERVISORS

Title: _____

Date: _____

Title: Group VP

Date: 7/3/12



Schedule A - RxWorks

Customer Name Riverside County Regional Medical Center
Customer Address 26520 Cactus Avenue
 Moreno Valley , CA 92555

Proposal Date: 6/29/12

As proposed, the System consists of the following components and pricing:

Qty	Product Code	RxWorks Software	Price per Unit	Extended Price	Year 2+ Support
1	RXSIM	RxWorks Software Inventory Management Module	93,750.00	93,750.00	0.00
1	RXSWF	RxWorks Software Workflow Module	22,500.00	22,500.00	0.00
1	RXSBC	RxWorks Software Barcoding Module	11,250.00	11,250.00	0.00
1	RXS340B	RxWorks Software 340B Replenishment Module	64,000.00	64,000.00	0.00
3	RXS340BA	RxWorks Software 340B Replenishment Module - Additional Location	24,000.00	72,000.00	0.00
Qty	Product Code	FastFind Carousels	Price per Unit	Extended Price	Year 2+ Support
1	RXCH09120	FastFind Carousel 9C 98Hx120W Heavy Duty	151,149.00	151,149.00	0.00
1	RXCH09120A	FastFind Carousel 9C 98Hx120W Heavy Duty Add-On	123,975.00	123,975.00	0.00
Qty	Product Code	FastPak Packagers	Price per Unit	Extended Price	Year 2+ Support
1	RXPX256R64SN	FastPak EXP 256R/64S Narrow	205,650.00	205,650.00	0.00
1	RXPTT	FastPak Tabletop	24,750.00	24,750.00	0.00
Qty	Product Code	RxWorks Implementation	Price per Unit	Extended Price	Year 2+ Support
1	RXISIM	RxWorks Implementation Inventory Management Module <ul style="list-style-type: none"> • Includes up to 17 days of onsite implementation and 135 hours of remote support • Additional implementation will be charged at the rate of \$2,000 per day for onsite and \$250 per hour of remote support • The base fee includes travel costs for up to four site visits 	64,000.00	64,000.00	0.00
1	RXISWF	RxWorks Implementation Workflow Module <ul style="list-style-type: none"> • Includes up to 2 days of onsite implementation and 16 hours of remote support • Additional implementation will be charged at the rate of \$2,000 per day for onsite and \$250 per hour of remote support • The base fee includes travel costs for up to one site visit 	3,000.00	3,000.00	0.00
1	RXISBC	RxWorks Implementation Barcoding Module <ul style="list-style-type: none"> • Includes up to 1 day of onsite implementation and 4 hours of remote support • Additional implementation will be charged at the rate of \$2,000 per day for onsite and \$250 per hour of remote support • The base fee includes travel costs for up to one site visit 	1,000.00	1,000.00	0.00
1	RXIS340B	RxWorks Implementation 340B Replenishment Module <ul style="list-style-type: none"> • Includes up to 4 days of onsite implementation and 32 hours of remote support • Additional implementation will be charged at the rate of \$2,000 per day for onsite and \$250 per hour of remote support • The base fee includes travel costs for up to one site visit 	14,000.00	14,000.00	0.00
3	RXIS340BA	RxWorks Implementation 340B Replenishment - Additional Location <ul style="list-style-type: none"> • Implementation up to 1 day of onsite implementation and 8 hours of remote support • Additional implementation will be charged at the rate of \$2,000 per day for onsite and \$250 per hour of remote support • The base fee includes travel costs for up to one site visit 	1,600.00	4,800.00	0.00
2	RXIEAC	RxWorks Implementation - FastFind Carousels <ul style="list-style-type: none"> • Includes up to 3 days of onsite implementation and 25 hours of remote support • Additional implementation will be charged at the rate of \$2,000 per day for onsite and \$250 per hour of remote support • The base fee includes travel costs for up to one site visit 	4,000.00	8,000.00	0.00
1	RXIEEXP	FastPak EXP Packager Implementation <ul style="list-style-type: none"> • Includes up to 5 days of onsite implementation and 40 hours of remote support • Additional implementation will be charged at the rate of \$2,000 per day for onsite and \$250 per hour of remote support • The base fee includes travel costs for up to one site visit 	6,000.00	6,000.00	0.00
1	RXIETT	FastPak Tabletop Implementation <ul style="list-style-type: none"> • Includes up to 1 day of onsite implementation and 5 hours of remote support • Additional implementation will be charged at the rate of \$2,000 per day for onsite and \$250 per hour of remote support • The base fee includes travel costs for up to one site visit 	1,500.00	1,500.00	0.00
2	RXIECSA	FastFind Carousel Seismic Anchoring	7,166.00	14,332.00	0.00

Qty	Product Code	RxWorks Interfaces	Price per Unit	Extended Price	Year 2+ Support
1	RXIFPISO	RxWorks Interface - Pharmacy Information System Orders	5,000.00	5,000.00	0.00
1	RXIFADCIC	RxWorks Interface - Automated Dispensing Cabinets Inventory Control	15,000.00	15,000.00	0.00
1	RXIFIMAP	RxWorks Data Transfer - Invoice Matching and Account Payable Voucher	10,000.00	10,000.00	0.00
1	RXIFGL	RxWorks Data Transfer - General Ledger Transactions (RxWorks to G/L)	10,000.00	10,000.00	0.00
		NOTE: RxWorks interface fees only include the RxWorks interface engine and related implementation services provided by ABTG for the RxWorks software and excludes any third party charges for software and consulting services not provided by ABTG. Customer is responsible for any third party charges related to interfacing SupplyWorks with software not provided by ABTG.			
Qty	Product Code	RxWorks Annual Software Support and License Fee	Price per Unit	Extended Price	Year 2+ Support
1	RXSSIM	RxWorks Annual Software Support and License Fee - Inventory Management Module	15,000.00	15,000.00	15,000.00
1	RXSSWF	RxWorks Annual Software Support and License Fee - Workflow Module	3,600.00	3,600.00	3,600.00
1	RXSSBC	RxWorks Annual Software Support and License Fee - Barcoding Module	1,800.00	1,800.00	1,800.00
1	RXSS340B	RxWorks Annual Software Support and License Fee - 340B Replenishment Module	7,680.00	7,680.00	7,680.00
3	RXSS340BA	RxWorks Annual Software Support and License Fee - 340B Replenishment Module - Additional Location	2,880.00	8,640.00	8,640.00
1	RXSSFPTT	RxWorks Annual Software Support and License Fee - FastPak Tabletop	1,000.00	1,000.00	1,000.00
Qty	Product Code	RxWorks Ancillary Items	Price per Unit	Extended Price	Year 2+ Support
2	RXAHHC	RxWorks Handheld Computer	2,500.00	5,000.00	0.00
1	RXAEXPLPUN	Additional FastPak EXP Lower Packaging Unit - Narrow	24,000.00	24,000.00	0.00
2	RXAWS	RxWorks Workstation	8,250.00	16,500.00	0.00
1	RXASCNCL	RxWorks Cordless BC Scanner Upgrade	750.00	750.00	0.00
Qty	Product Code	RxWorks Annual Equipment Support	Price per Unit	Extended Price	Year 2+ Support
2	RXESCPREMIUM	RxWorks Equipment Support - FastFind Carousel - Premium Service, 24 Hrs / 7 Days (Includes after hours Preventive Maintenance (PM) upcharge of \$742)	0.00	0.00	17,242.00
1	RXESXPREMIUM	RxWorks Equipment Support - FastPak EXP - Premium Service, 24 Hrs. / 7 Days (Includes after hours Preventive Maintenance (PM) upcharge of \$1486)	0.00	0.00	23,172.00
1	RXESLPRPREMIUM	RxWorks Equipment Support - FastPak EXP LPU - Premium Service, 24 Hrs / 7 Days (Includes after hours Preventive Maintenance (PM) upcharge of \$743)	0.00	0.00	4,687.00
1	RXESTPREMIUM	RxWorks Equipment Support - FastPak Tabletop - Premium Service, 24 Hrs / 7 Days (Includes after hours Preventive Maintenance (PM) upcharge of \$557)	0.00	0.00	4,375.00
2	RXESWREMIUM	RxWorks Equipment Support - Workstation - Premium Service, 24 Hrs / 7 Days	0.00	0.00	2,957.00
2	RXESHDS	RxWorks Equipment Support - Handheld Computer - Depot Service	0.00	0.00	906.00
Qty	Product Code	RxWorks EDI Transaction Charges	Price per Unit	Extended Price	Year 2+ Support
	RXEDIA	AmerisourceBergen Drug Company EDI Transaction Charges	Included		
	RXEDID	EDI Document Transaction Charges Non-ABC Vendors (per doc) (3rd party VAN fees not included)	\$0.25 per doc	Billed Based on Usage	
	RXEDIL	EDI Line Transaction Charges Non-ABC Vendors (per line) (3rd party VAN fees not included)	\$0.03 per line	Billed Based on Usage	
Total Product Price				Totals	Year 2+ Support
	RxWorks Software		US\$ 263,500.00		0.00
	FastFind Carousels			275,124.00	0.00
	FastPak Packagers			230,400.00	0.00
	RxWorks Implementation			116,632.00	0.00
	RxWorks Interfaces			40,000.00	0.00
	RxWorks Ancillary Items			46,250.00	0.00
	Total Price before Annual Support and License Fees		US\$ 971,906.00		0.00
	RxWorks Annual Software Support and License Fee			37,720.00	37,720.00
	RxWorks Annual Equipment Support			0.00	53,339.00
	Total Price before Special Discounts		US\$ 1,009,626.00		91,059.00
	340B OP Sites discount			(85,440.00)	
	Total Price Including Annual Support and License Fees		US\$ 924,186.00		91,059.00

Equipment Warranty on RxWorks Carousels and Packagers

12 months starting the earlier of Customer's receipt of Installation Notice or 90 days subsequent to delivery of equipment.
Level of support during warranty period shall be consistent with level of support selected for second year service agreement.
If no second year service contract is signed, level of support during warranty period shall be Basic Support with on-site support available 8 am to 5 pm local time, Monday through Friday.

Additional Terms

All quotes contained herein are firm for 90 days and are specified in US dollars. Shipping to the contiguous 48 states and Canada is included unless otherwise indicated. Applicable taxes are not included in total price. The Company shall conduct a credit review of the Customer from time to time as deemed appropriate. The Company reserves the right to either cancel this contract or change the payment terms should the Customer's credit history not be acceptable to the ABTG Credit Department or the Company's lending partners.

Implementation and interface fees are applicable to services provided during regular business hours (8 am - 5 pm, Customer's local time, Monday through Friday with Holidays excluded). Additional fees will be charged for implementation and interface consulting services provided outside regular business hours.

The RxWorks Software and Software Upgrades are licenses fees and do not include charges for implementation or training. Training and implementation consulting is available and charged separately as detailed in this schedule.

RxWorks Annual Software Support and License Fees are payable to the Company as long as the Customer uses the RxWorks software. Should the Customer curtail use of the RxWorks software, the Customer must give written notice prior to the annual support renewal date to cancel the annual support contract created by this document. RxWorks Annual Software Support and Licenses Fees is for software in this schedule and excludes any annual software support and licenses fees for other Company software or equipment previously acquired by the Customer unless otherwise indicated.

Unless otherwise indicated, RxWorks Annual Equipment Support only includes equipment support on the equipment purchased in this schedule and excludes support fees for other Company equipment previously acquired by the Customer including equipment upgraded in this schedule.

Equipment that requires special handling or delivery (including, but not limited to, a forklift or other special equipment) during installation will be charged separately. Any facility construction and/or modification required to accommodate the equipment and software are the responsibility of the Customer and excluded from the net purchase price of this product.

FastFind Carousels are custom configured and ordered for the Customer. FastFind Carousel orders are not cancellable once the Company places an order with its vendor for the carousel.

All canisters must be redeemed within twelve (12) months the earlier of the Customer's receipt of Installation Notice or 90 days subsequent to delivery of the FastPak EXP. After that time period, the Customer will be charged separately.

The Total Price does not include additional services and costs to mount the FastPak EXP in a seismic zone.
The Customer shall be responsible for all additional costs related to mounting and physically installing the FastPak EXP in a seismic zone.

Pricing Tool Version: 7/11/11 US Version

Payment Terms:

Payment Terms for Riverside County Regional Medical Center (these terms are applicable to this Schedule A dated June 4, 2012 only):

RxWorks Software and Software Upgrades

- 50% upon effective date of contract, net 90 days
- 50% upon delivery of software code, net 90 days

FastFind Carousels, FastPak Packagers and Hardware Upgrades

- 33% of the purchase price upon effective date, net 90 days
- Second installment of 33% of the purchase price prior to shipment, net 90 days. (Equipment will be shipped to the Customer upon receipt of payment, net 90 days.)
- Final installment of 34% of the purchase price upon Customer's receipt of the Installation Notice net 90 days.

RxWorks Implementation and Interfaces

100% upon Customer's receipt of Installation Notice, net 90 days

RxWorks Ancillary Items, Consumables and Parts

100% upon shipment, net 90 days

After Installation, additional ancillary items, consumables and parts, net 30 days

RxWorks Annual Software Support and License Fee

100% upon receipt of Installation Notice, net 90 days

and annually in advance thereafter, net 30 days

RxWorks Annual Equipment Support

100% due annually in advance (net 30 days from invoice date) with first annual payment billed upon expiration of equipment warranty

EDI Transaction Charges

Monthly in arrears based on actual usage, net 30 days from invoice date

SCHEDULE B

Implementation Project Milestones -- RXWORKS System

Customer Name:
Equipment Purchase and Software License Agreement Date:
RXWORKS Software Installation:
Date of this Implementation Plan:

This document (this "Implementation Plan") applies to the Systems listed on Schedule A of this Agreement. Company and Customer shall complete each activity described below on or before the Completion Date stated for that activity. To avoid rescheduling penalties, the Customer must commit to the completion of all Project Milestones no later than (30) days prior to Scheduled Installation Completion Date (as defined below). If Company is required to reschedule the installation within thirty (30) days of the original scheduled date, the Customer is subject to a rescheduling fee in the amount of \$5,000.00 and applicable travel expenses. Note: If the System is installed in more than one phase, an Implementation Plan must be created for each phase.

Project Milestone	Description	Completion Date
Facility Analysis	Company and the Customer will work together to survey internal workflow processes to determine how the System will be implemented. Customer will provide the dedicated staff for this process.	
System Access & Setup	Company will provide Logon information to Customer for access to System. Customer will provide the dedicated staff to do System setup.	
Preliminary Data Collection	Company will accept and load electronic product catalog (832s) from the wholesalers. Customer will provide Company with vendor contact information for EDI setup, if needed.	
Data Setup	Company will train Customer how to do the unit-of-measure conversion between the wholesale unit-of-measure and the dispensing units/unit-of-use for each product. Customer will verify all data that has been loaded into system is accurate (including 832 product catalog) and that the system setup work is complete.	
Data Loading, if applicable (Interface)	Based on specifications provided by the Customer, Company will develop an automated interface/import process for loading data into RXWORKS, or interface/export to send data to Customer software.	
Training	Customer will provide dedicated staff for all determined phases of training during implementation. Customer responsible for scheduling training and staff attendance.	
System/Data Maintenance	Company will accept 832 Product catalog updates and automated electronic pricing updates for RXWORKS products as sent by EDI vendors on a regular basis as setup by the vendor and Company.	
Installation Complete/System Available for use by Customer	Installation Notice provided to Customer prior to Support Transition to signify that all installation activity is complete and the system is available for use.	("Scheduled Installation Completion Date")
Customer Support Transition	Customer is using system to place RXWORKS Orders. Account turned over to Company Customer Support Department.	

Each person signing this Implementation Plan represents that he/she intends to and has the authority to bind his/her respective Party to this Implementation Plan.

Customer Signature: _____	Company Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Note: Implementation timelines can vary based on responses to request for data, validity of data, and availability of Customer resources.

Note to RXWORKS Customers: Implementation time varies depending upon the amount of time and resources available for Customer to set up their data. Customers who have focused on data setup can complete their stated implementation timeframe; however, Customers with fewer resources or allocated time have experienced a much longer total implementation. RXWORKS setup is a Customer responsibility. Proper setup is required before the Company's RXWORKS system can function correctly.

****NOTE TO CUSTOMER: THIS DOCUMENT IS REPRESENTATIVE OF THE FINAL SCHEDULE. DO NOT SIGN UNTIL FINAL (i.e., until the dates have been filled in by mutual agreement of the parties).**

SCHEDULE C
INSTALLATION NOTICE

Customer Name: _____
 Address: _____
 City, State, Zip: _____
 System Manager: _____
 Customer #: _____
 Original Agreement Date: _____
 Addendum Date: _____

Baan #	Serial #	System	System Location	Installation Date

In accordance with the terms of the Agreement between Company and Customer, this Installation Notice serves as the Company's confirmation of the following:

- I. Company has delivered and has completed all of its installation obligations for each System.
- II. Company acknowledges that the System(s) is/are functioning in accordance with the specifications of the Operator Manuals and is/are available for use at Customer's facility.
- III. Commencement of the Warranty Period
- IV. Company's right to receive payment in full for the System (i.e., the final payment due from Customer or the payment due from a third-party financing institution, in accordance with the terms of the Agreement and any related documents).

COMPANY

BY: _____

Name: _____

Title: _____

Date: _____

****NOTE TO CUSTOMER: THIS DOCUMENT IS REPRESENTATIVE OF THE FINAL INSTALLATION NOTICE. THIS NOTICE WILL NOT BE SIGNED UNTIL COMPLETION OF INSTALLATION BY THE COMPANY.**

SCHEDULE D

ADDITIONAL DISCLAIMERS/LIMITATIONS OF WARRANTIES

IMAGE DATABASE DISCLAIMER:

THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR CORRECTNESS OF THE IMAGE DATABASE, WHICH DATABASE IS PROVIDED TO CUSTOMER "AS IS." THE COMPANY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER ACKNOWLEDGES, IN CONNECTION WITH THE USE OF THE IMAGE DATABASE, THAT THE INFORMATION CONTAINED THEREIN IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHARMACISTS AND OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE. CUSTOMER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. CUSTOMER TAKES FULL RESPONSIBILITY FOR THE USE OF INFORMATION PROVIDED BY THE IMAGE DATABASE IN PATIENT CARE AND ACKNOWLEDGES THAT THE USE OF THE IMAGE DATABASE IN NO WAY IS INTENDED AS A REPLACEMENT OR SUBSTITUTE FOR PROFESSIONAL JUDGMENT. THE COMPANY DOES NOT ASSUME ANY RESPONSIBILITY FOR ACTIONS OF CUSTOMER WHICH MAY RESULT IN ANY LIABILITY OR DAMAGES DUE TO MALPRACTICE, FAILURE TO WARN, NEGLIGENCE OR ANY OTHER BASIS. CUSTOMER SHALL ENSURE THAT ALL HEALTHCARE PROFESSIONALS USING THE IMAGE DATABASE ARE AWARE OF THE LIMITATIONS OF THE USE OF THE IMAGE DATABASE.

SCHEDULE E

SUPPORT SERVICES

A. Warranty Services: During the Warranty Period, the Company will provide Warranty Services in accordance with Section 9 of the Equipment Purchase and Software License Agreement of which this is a part (the "Agreement") and subject to the additional following terms and conditions:

- Emergency maintenance and support services will be provided by telephone, at no charge, 24 hours per day seven days per week. The Company will use commercially reasonable efforts to respond by telephone or modem to emergency calls for service in less than one hour after notification.
- The Company or its designees will respond on-site to service calls, as soon as commercially reasonable, in the event phone service and trained service technicians cannot resolve the problem remotely. For on-site service during Regular Service Hours (as defined in the applicable service plan described below), there is no charge. All on-site service provided at any other time will be provided by the Company at Company's then preferred rates.
- The Company will use reasonable efforts to correct verifiable and reproducible error or problems that materially and adversely interfere with Customer's use of the System within a reasonable period of time upon the Company becoming aware of the error or problem. The Company may provide a correction to an error or problem by means of a "temporary fix" consisting of programming or a work-around, in which case Company shall endeavor diligently to provide a permanent solution as soon as commercially practicable.
- Materials for repairs under warranty will be furnished by the Company at no additional charge on an exchange basis.

B. Purchase of Post-Warranty Services With respect to Equipment listed on Schedule A. Customer hereby subscribes for the following Support Services to be rendered by the Company following the conclusion of the Warranty Period:

Type of Support Plan

- Decline Service Plan at this time
- Premium Full Service plan for Equipment (described below)

Length of Initial Term.

4 years

(a) Post-Warranty Support Services shall commence on the date of termination of the Warranty Period and shall continue for an initial support term for the duration selected above ("Initial Term") subject to renewal or termination in accordance with the terms of the Agreement. The Support Term shall thereafter automatically renew for successive one (1) year terms (each a "Renewal Support Term") unless either party provides written notice no less than ninety (90) days prior to the then current term or unless sooner terminated in accordance with the terms of this Section.

(b) In addition to any other rights that it might have hereunder, either party may terminate the obligation with respect to the Support Services, in whole or in part, upon breach by the other party of any material obligation with respect to such Support Services, by giving written notice thereof to the defaulting party, provided that the default is not cured within thirty (30) days following notice thereof (and provided further, that neither party shall be permitted repeatedly to cure multiple breaches of the same obligation). In addition, this Support Term may be terminated immediately by the Company, at its sole discretion, (i) if Customer becomes insolvent or becomes the subject of any receivership, bankruptcy or similar proceeding; or (ii) if the Software License granted to the Customer pursuant to this Agreement has been terminated.

Pricing

Product Type	Annual Premium Full Service Plan	Additional PM Pricing
(2) FastFind Carousels	\$17,242 /yr (Price Includes 2 preventive maintenance visit(s) annually) *	\$657 for each additional preventive maintenance visit. *
FastPak EXP	\$23,172 /yr (Price Includes 2 preventive maintenance visit(s) annually) *	\$1,143 for each additional preventive maintenance visit. *
FastPak TableTop	\$4,375 /yr (Price Includes 1 preventive maintenance visit(s) annually) *	\$857 for each additional preventive maintenance visit. *

Product Type	Annual Premium Full Service Plan	Additional PM Pricing
FastPak EXP - LPU	\$4,687/yr	N/A

* Preventive Maintenance (PM) visits MUST be scheduled by the parties at a mutually agreeable time.

Preferred Hourly Rates (w/service agreement):		Standard Hourly Rates (w/out service agreement):	
Preferred T&M Business Hours	\$135/HR (does not apply to full service)	Standard T&M Business Hours	\$250/HR
Preferred T&M Overtime	\$190/HR	Standard T&M Overtime	\$350/HR
Preferred T&M Holiday Time	\$250/HR	Standard T&M Holiday Time	\$400/HR

The Preferred Hourly Rates apply to service agreement customers requiring special services or any services outside of "Regular Service Hours" (as defined in the applicable service plan described below).

Premium Full Service Plan

Definitions:

"Remote Services Hours" means 24 hours per day, 7 days a week, including Holidays.

"Regular Service Hours" means 24 hours a day, 7 days a week.

"Holidays" means New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day.

Except as expressly provided herein, during the Support Term during which Customer has a Full Service Plan, the Company, through its employees or subcontractors, will provide to Customer System Maintenance Services as defined below:

1. **Emergency Telephone Support.** During Remote Service Hours, emergency telephone support for the System will be provided to Customer's system administrator and other Customer personnel who have been trained by the Company to use the System. The Company will use commercially reasonable efforts to respond by telephone or modem to emergency calls for service in less than one hour after notification.
 2. **Application Support.** During Regular Hours, the Company will provide to Customer System application support (for trouble shooting and not for training purposes) by telephone in response to inquiries by Customer's system administrator and other Customer personnel that have been trained by the Company to properly use the System.
 3. **On-Site Service.** During Regular Service Hours, on-site service will be provided via next available mode of commercial transportation, in the event phone service and trained service technicians cannot resolve the problem remotely. If on-site Service is provide outside the specified hours, Customer will pay for such Service at the Company's then-preferred rates plus all reasonable living and travel expenses associated therewith.
 4. **Repairs.** Reasonable efforts will be used to correct verifiable and reproducible malfunctions by repairing the applicable System within a reasonable period of time after Customer reports each such malfunction in accordance with the Company's standard reporting procedures. The Company may provide a correction to a problem by means of a "temporary fix" consisting of programming or a work-around in which case the Company shall endeavor diligently to provide a permanent solution as soon as commercially practicable. The Company will coordinate the provision of any necessary replacement parts (whether new, used, or refurbished) and installation of same. The cost of all such replacement parts shall not be charged to Customer. If any on-site repair cannot be completed within Regular Service Hours or if Customer requests that the Company, or its designee, continue to attempt to provide an on-site repair outside of Regular Service Hours, the Customer will be billed at the Company's preferred rates then in effect. Customer will pay the Company at the Company's then-current preferred rates for all work expended investigating or correcting a malfunction, including the cost of any necessary replacement parts, that the Company reasonably determines to have been caused by: (a) any software (other than the licensed Software); (b) any misuse of the System; (c) any modification of the System by anyone other than the Company or as authorized by the Company; or (d) any Excluded Event or Excluded Item.
 5. **Planned Maintenance.** Preventative maintenance visits for the Equipment will be provided as listed on Schedule A. Such planned maintenance will be scheduled by the parties at mutually agreeable times.
 6. **Additional System Services.** Upon Customer's request and solely at Customer's expense (including any applicable overtime charges), the Company will provide additional equipment services ("Additional System Services") subject to the availability of appropriate Company personnel. The Company will charge Customer for the Additional System Services at standard rates (including any applicable overtime charges) then in effect for customers that are parties to maintenance agreements with the Company with similar equipment.
- C. Support Services (for RxWorks Inventory Management Software):** For the Priority Support (if any) reflected on Schedule A for the RxWorks Inventory Management Software product described on Schedule A, the Company shall provide the following services:

1. So long as Customer has a current subscription for Software Support Services, the Company shall ensure that that the Software will be free from defects in workmanship and materials, and that the Software conforms to the Company's warranties throughout the Support Term with respect to the Software. Such Support Services may include, without limitation, ongoing adaptive adjustments to the Software, upgrades, enhancements, Software Documentation updates, remedial maintenance, engineering changes and preventive maintenance. Except for Major Releases, for which there may be a fee, the Company shall provide all labor, maintenance, materials, tools, documentation and diagnostic and test equipment necessary for the Support Services described in this Subsection C, without additional charge to Customer.
2. The Company or its designates will respond on-site to service calls, via next available mode of commercial transportation, in the event phone service and trained service technicians cannot resolve the problem remotely. For on-site service during regular business hours 8:00 a.m. - 5:00 p.m., Customer's local time, Monday through Friday (excluding holidays), there is no charge. All on-site service provided at any other time, will be provided by the Company at Company's then preferred rates.
3. The Company will use reasonable efforts to correct verifiable and reproducible error or problems that materially and adversely interfere with Customer's use of the System within a reasonable period of time upon the Company becoming aware of the error or problem. The Company may provide a correction to an error or problem by means of a "temporary fix" consisting of programming or a work-around, in which case Company shall endeavor diligently to provide a permanent solution as soon as commercially practicable.
4. The Company and Customer shall cooperate in scheduling preventive maintenance, engineering changes, software upgrades and other planned support and maintenance activities. The Company shall cooperate with Customer to ensure that all Software problems are resolved in accordance with the terms of this Agreement

D. ADDITIONAL TERMS. The following additional terms shall apply to all Support Services supplied in accordance with Sections B and C of this Schedule E. **Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement of which this Schedule E is a part.**

1. System Maintenance and Support Services. (a) Customer hereby engages the Company, and the Company hereby agrees to provide, through Company employees or subcontractors, at the Company's discretion, the maintenance services for the System under the service plan indicated above, which plan is described more fully herein (the "Support Services"). All Support Services provided hereunder will be subject to the terms and conditions contained in the Agreement and this Schedule E.

(b) Provision of the Services is subject to, and conditioned upon, Customer providing the Company with sufficient support and test time on the System as requested from time to time by the Company.

(c) Customer acknowledges and agrees that the Company does not promise or guarantee that the System will operate without interruption while the Services are being performed.

2. System Maintenance Fees; Other Fees. (a) Customer shall pay to the Company for the Support Services the fees set forth herein or in Schedule A in relation to the Support Services, subject to adjustment annually pursuant to this Schedule E. (the "Service Fee"). The pricing may be adjusted annually upon at least sixty (60) days written notice prior to the annual term for which the revised pricing shall apply. During the Initial Term as selected above, the annual adjustment may in no event exceed the aggregated increase in the Medical Consumer Price Index, US City Average for Urban Wage Earners and Clerical Workers (CPI-W), Medical Care (not seasonally adjusted), as published by the U.S. Department of Labor, for the 12 months preceding the determination of such adjustment.

(b) In addition to the Service Fee, Customer shall pay all applicable sales and use taxes on all Services (as invoiced by the Company), and shipping fees, all pre-approved travel expenses and other expenses associated with Excluded Events (as defined below), Excluded Services (as defined below) or other services out of the scope of this Agreement that are provided at the request of the Customer.

(c) The Company shall invoice Customer for the Service Fee annually in advance and each such invoice shall be due and payable within thirty (30) days of its receipt. Customer shall not make any reduction or abatement of any amounts owed the Company hereunder, and Customer shall not be entitled to any setoff without the Company's express written consent. Customer shall pay the Company a service charge of 1½% per month (or the highest amount allowed by law, if lower) on all past due invoices. Payments shall be applied first to any service charge which has accrued and then to Customer's past due invoices, starting with the longest overdue invoice.

(d) In addition to any other remedy available to the Company, Support Services may be suspended upon ten (10) days' prior written notice if any payment is not received when due.

(e) Notwithstanding any term herein to the contrary, the Service Fee does not include expenses pertaining to, and Customer expressly assumes all costs of, any Excluded Item or Excluded Event.

3. Service Exclusions. The Support Services shall be subject to the same exclusions contained in Section 9(b) of the Agreement (collectively, the "Excluded Events"). In addition, the Services and the Service Fee do not include (i) furnishing any disposable supplies such as vials, caps, printer ribbons, packing film or paper (although the Company will, at the time of preventive maintenance for full support plans, replace any batteries, fuses, lamps, hoses, tubing and filters which are internal to the System); (ii) painting, refinishing or refurbishing the System or furnishing materials therefor; (iii) adding, removing or maintaining accessories, attachments or other devices; (iv) servicing any items other than the Equipment or Software; or (v) training of Customer personnel (collectively, "Excluded Items"). In the event that the Company, in its sole and absolute discretion, elects to provide any support or service in connection with or related to any Excluded Event or Excluded Item, Customer shall pay Company's then prevailing rates and expenses.

4. Service Warranty; Remedies; Limitations of Liability. The Company warrants, solely for the benefit of Customer, that the Company will perform the Support Services in a professional and workmanlike manner and in compliance with all applicable laws and regulations. **THE FOREGOING LIMITED WARRANTY IS FURTHER SUBJECT TO THE LIMITATIONS SET FORTH IN THE AGREEMENT.**

5. Terms and Conditions. To the extent applicable, and except to the extent provided otherwise in this Schedule E, the terms and conditions set forth in the Agreement shall govern all matters relative to the Support Services. In the event of any conflict between a provision set forth in this Schedule E and the Agreement, the provision set forth in this Schedule E will control.

6. Miscellaneous. This Schedule E and the terms and conditions of the Agreement together constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof. This Schedule E may not be amended except by a written agreement executed by the parties hereto.

SCHEDULE F
Authorized Disposables and Equipment Supplies (as applicable)

<u>Code</u>	<u>Authorized Disposables *</u>	<u>Description</u>
UP600	FastPak TT Foil (dot matrix)	5 rolls per case
UP601	FastPak TT Foil (thermal)	5 rolls per case
UP610	FastPak TT Clear Poly	5 rolls per case
UP620	FastPak TT Amber Poly	5 rolls per case
UP621	FastPak TT Red Poly	5 rolls per case
UP623	FastPak TT Green Poly	5 rolls per case
UP622	FastPak TT Blue Poly	5 rolls per case
UP625	FastPak TT Printer Ribbon	5 rolls per case
2M9752	FastPak 71 UD (narrow) Packaging Material	10 rolls per case
2M9752R	FastPak 71 UD Ribbon	6 rolls per case
2M9820	FastPak EXP (narrow) Printer Ribbon	6 rolls per case
2M9963	FastPak EXP Plastic Paper (wide) for all new EXP's USE FOR ALL EXP UNITS After 2/15/2006	6 rolls per case
2M9915	FastPak EXP Plastic Paper (narrow) for all new EXP's USE FOR ALL EXP UNITS After 2/15/2006	10 rolls per case
2M8263	FastPak 71 Packaging Material	6 rolls per case
2M9799	FastPak 71 Printer Ribbon	6 rolls per case
2M9830	FastPak EXP Printer Ribbon	6 rolls per case
2M8262	FastPak EXP UV Resistant Packaging Material	6 rolls per case
P1401	FastPak 330/520 Class B Packaging Material	6 rolls per case
P1601	FastPak 330/520 Non Class B Packaging Material	6 rolls per case
P1701	FastPak 330/520 Non Class B Packaging Material	6 rolls per case
R1503	FastPak 330/520 Printer Ribbon	8 rolls per case
R1408	FastPak 330/520 Printer Ribbon	8 rolls per case
2Q1120	Direct Thermal Tabletop Printer Labels (1.875"x3.75")	8 rolls per case, 420 labels per roll 1.5" W x 0.5" H. Most common label with Barcode Station.
2M9534	Inventory Labels	4,200 labels per roll.
2M9533	Patient Label	Patient labels with small die-cut. Approx 3"x2"
2M9530	R800 Thermal Transfer Vial Labels	10 rolls per case, 1020 labels per roll
TR-4058	R800 Printer Ribbon Cartridge	Each
2M9567	Custom Label Stock for FF64 Canister	
2M9566	Custom Label Stock for R800 Canister	
OB4170230	Owens-Illinois 1-Clic Vial, 20 dr, amber, 150/case	Customer to order direct from Owens-Illinois
OB4170300	Owens-Illinois 1-Clic Vial, 40 dr, amber, 80/case	Customer to order direct from Owens-Illinois
OB4161540	Owens-Illinois 1-Clic Cap, 16/20 dr, 700/case	Customer to order direct from Owens-Illinois
OB4161550	Owens-Illinois 1-Clic Cap, 40 dr, 450/case	Customer to order direct from Owens-Illinois
OB4100344	Owens-Illinois Small Vial, 16 dr, amber, 240/case	Customer to order direct from Owens-Illinois
OB4117960	Owens-Illinois Large Vial, 40 dr, amber, 105/case	Customer to order direct from Owens-Illinois
OB4162050	Owens-Illinois Safety Cap, white 1700/case	Customer to order direct from Owens-Illinois
OB4162150	Owens-Illinois Safety Cap, white, 800/case	Customer to order direct from Owens-Illinois

<u>Code</u>	<u>Equipment Supplies *</u>	<u>Description</u>
2M9753	FastPak 71/EXP Canister	Each
2M9753S	FastPak EXP Smart Canister	Each
2A1003	FastPak 330/520 Canister	Each
2A1004	FastPak 330/520 Canister Recalibration	Each
2M9753	QF/QF+/FF 64 Canister	Each
2M9772	Large QF+ Canister	Each
2C4001	R800 Canister	Each
FF200-REC	R800 Canister Recalibration	Each
2M9764	QF Canister Rack (30 position)	Each
2M9763	QF Canister Rack (20 position)	Each
40000027	Canister Desiccants	225 units/case
2M9751	FastPak 71 Prefill Tray	Each
2M9940	FastPak EXP Prefill Tray	Each
2A1330	FastPak 330 Prefill Tray	Each
2A1520	FastPak 520 Prefill Tray	Each
FF200-CH	R800 Cap Holder	Each

SCHEDULE G

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "BA Agreement"), effective as of _____ (the "Effective Date"), is entered into by and between **AutoMed Technologies, Inc. d/b/a AmerisourceBergen Technology Group** ("Business Associate") and **Riverside County Regional Medical Center** ("Covered Entity") (each a "Party" and collectively the "Parties"). This BA Agreement amends any written and oral agreements existing as of the Effective Date between Covered Entity and Business Associate, and such terms shall apply to any future written or oral agreement between such Parties whether or not this BA Agreement is incorporated by reference, and all such agreements shall be collectively referred to as the "Agreement," whether written or oral provided that the singular shall mean the plural as the context so requires.

RECITALS:

WHEREAS, Business Associate provides or will provide equipment and/or services to Covered Entity that might involve the use, disclosure and/or creation of Protected Health Information ("PHI").

WHEREAS, Covered Entity and Business Associate desire to enter into this BA Agreement to address certain requirements that are now or will become applicable to Covered Entity (and, in certain instances, Business Associate) pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. L. 104-191), as amended by, among other authorities, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") (42 U.S.C. § 17921 et seq.) (a section of the American Recovery and Reinvestment Act of 2009), and various implementing regulations, including, as defined below, the Privacy Rule, Security Rule and Breach Notification Rule.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this BA Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS.

Any citations in the definitions below shall reference the provision as currently drafted and as it is subsequently updated, amended or revised, as applicable. Capitalized terms or phrases used, but not otherwise defined, in this BA Agreement shall have the same meaning as those terms or phrases in the Privacy Rule, Security Rule or Breach Notification Rule, as applicable.

- 1.1 **Breach.** Breach shall have the meaning given to such term in 45 C.F.R. § 164.402.
- 1.2 **Breach Notification Rule.** Breach Notification Rule shall mean the interim final rule related to breach notification for Unsecured Protected Health Information at 45 C.F.R. Parts 160 and 164.
- 1.3 **Designated Record Set.** Designated Record Set shall have the meaning given to such phrase in 45 C.F.R. § 164.501.
- 1.4 **Electronic Protected Health Information or ePHI.** ePHI shall have the meaning given to such phrase in 45 C.F.R. § 160.103.
- 1.5 **Individual.** Individual shall have the meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- 1.6 **Health Care Operations.** Health Care Operations shall have the meaning given to such phrase in 45 C.F.R. § 164.501.
- 1.7 **Privacy Officer.** Privacy Officer shall have the meaning given to such phrase in 45 C.F.R. § 164.530(a)(1).
- 1.8 **Privacy Rule.** Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.9 **Protected Health Information or PHI.** PHI shall have the meaning as given to such phrase in 45 C.F.R. § 160.103.
- 1.10 **Required by Law.** Required by Law shall have the meaning given to such phrase in 45 C.F.R. § 164.103.
- 1.11 **Security Rule.** Security Rule means the Security Standards for Protection of Electronic Protected Health Information, codified at 45 C.F.R. § 164 Subparts A and C.

1.12 **Secretary.** Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.13 **Security Incident.** Security Incident shall have the meaning given to such phrase in 45 C.F.R. § 164.304.

1.14 **Unsecured PHI.** Unsecured PHI shall have the meaning given to such phrase in the Breach Notification Rule at 45 C.F.R. § 164.402.

2. **PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE.**

2.1 **Services.** Pursuant to the Agreement, Business Associate provides services ("Services") for, or on behalf of, Covered Entity that involve the use, disclosure and/or creation of PHI. Except as otherwise specified herein, Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations under the Agreement. All other uses and disclosures not authorized by this BA Agreement are prohibited. Moreover, Business Associate may use and disclose PHI for the purposes authorized by this BA Agreement only: (i) to its employees, subcontractors and agents, in accordance with Section 3.5; (ii) as directed by Covered Entity; or (iii) as otherwise permitted by the terms of this BA Agreement including, but not limited to, Sections 2.2 and 2.3 below.

2.2 **Uses and Disclosures by Business Associate.** Unless otherwise limited herein, Business Associate may:

2.2.1 Use, consistent with 45 C.F.R. § 164.504(e)(4), the PHI in its possession if necessary (i) for its proper management and administration and/or (ii) to carry out any present or future legal responsibilities of Business Associate provided that such uses are permitted under state and federal confidentiality laws.

2.2.2 Disclose, consistent with 45 C.F.R. § 164.504(e)(4), the PHI in its possession to third parties for the purpose of its proper management and administration and/or to carry out any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity, in writing, that (i) the disclosures are Required by Law, as provided for in 45 C.F.R. § 164.103; or (ii) Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. § 164.504(e)(4) and the third party notifies Business Associate of any breaches in the confidentiality of the PHI.

2.3 **Additional Activities of Business Associate.** In addition to using and disclosing the PHI to perform the Services and the purposes enumerated in Section 2.2, Business Associate may:

2.3.1 If the Agreement is for data aggregation services, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(2)(i)(B), aggregate the PHI in its possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity. Under no circumstances may Business Associate disclose PHI of Covered Entity to another entity, including a covered entity, absent the explicit authorization of Covered Entity.

2.3.2 De-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this BA Agreement.

2.3.3 Use and/or disclose PHI to report violations of law to appropriate federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. **PRIVACY RULE AND HITECH ACT RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.** With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to do the following:

3.1 Use and/or disclose the PHI only as permitted or required by this BA Agreement, including as permitted in Section 2.2 and 2.3, or as otherwise permitted or Required by Law.

3.2 Report to Covered Entity's designated Privacy Officer, in writing, any use and/or disclosure of the PHI that is not permitted or required by this BA Agreement of which Business Associate becomes aware within fifteen (15) days of Business Associate becoming aware of such unauthorized use and/or disclosure.

- 3.3 Establish procedures for mitigating, to the extent practicable, any deleterious effects from any improper use and/or disclosure of PHI that Business Associate reports to Covered Entity.
- 3.4 Use commercially reasonable efforts and safeguards to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of such PHI.
- 3.5 Require all of its subcontractors and agents that receive or use, or have access to, PHI under this BA Agreement to agree, in writing, to adhere to substantially similar restrictions and conditions (in all material respects) on the use and/or disclosure of PHI and other restrictions and requirements that relate to PHI that apply to Business Associate pursuant to Sections 2 through 5 of this BA Agreement.
- 3.6 Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Secretary of the Department of Health & Human Services ("HHS") for purposes of determining Covered Entity's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges.
- 3.7 Upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to Covered Entity within fifteen (15) days for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this BA Agreement.
- 3.8 Within fifteen (15) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an Individual to inspect and obtain a copy of PHI about the Individual that is maintained in a Designated Record Set, for as long as the PHI is maintained in the Designated Record Set, in accordance with 45 C.F.R. § 164.524; to amend PHI or a record about the Individual in a Designated Record Set, for as long as PHI is maintained in the Designated Record Set, in accordance with 45 C.F.R. § 164.526; and for an accounting of the disclosures of the Individual's PHI in accordance with 45 C.F.R. § 164.528.
- 3.9 Disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- 3.10 The additional requirements of Subtitle D of the HITECH Act that relate to privacy of PHI and that are made applicable with respect to Covered Entities shall also be applicable to Business Associate and are incorporated herein by reference. In the event the Secretary issues regulations that require specific modifications to Business Associate Agreements related to these provisions, the parties agree to take such action as is necessary to amend this BA Agreement to meet the requirements of these provisions of HITECH Act.

4. SECURITY RULE AND HITECH ACT RESPONSIBILITIES OF THE BUSINESS ASSOCIATE. With regard to its use and/or disclosure of ePHI, Business Associate hereby agrees to do the following:

- 4.1 Implement Administrative, Physical and Technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the ePHI that it creates, receives, maintains or transmits for or on behalf of Covered Entity pursuant to this BA Agreement. Also, pursuant to the HITECH Act, 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316, which relate to security of ePHI, shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security of ePHI and that are made applicable with respect to Covered Entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement. In the event the Secretary issues regulations that require specific modifications to Business Associate Agreements related to these provisions, the parties agree to take such action as is necessary to amend this BA Agreement to meet the requirements of these provisions of HITECH Act.
- 4.2 Ensure that any agent, including a subcontractor, to whom it provides such ePHI agrees to implement reasonable and appropriate safeguards to protect it.
- 4.3 Report to Covered Entity any Security Incident of which it becomes aware that involves the Confidentiality, Integrity or Availability of the ePHI that it creates, receives, maintains or transmits for or on behalf of Covered Entity, provided, however, that trivial attempts to penetrate Business Associate's networks or systems that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate such computer networks or systems, will not be reported. Separate from the requirements related to Security Incident reporting, Business Associate shall also make the reports to Covered Entity as set forth below in Section 5, related to a Breach of Unsecured PHI.
- 4.4 Authorize termination of this BA Agreement by Covered Entity if Covered Entity determines that Business Associate has violated a material term of this BA Agreement, in accordance with Section 6.2 below of this BA Agreement.

5. BREACH NOTIFICATION RULE OBLIGATIONS.

- 5.1 Notwithstanding Section 3.2, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses Unsecured PHI, it will, following the discovery of a Breach of such information, notify Covered Entity within five (5) days of such Breach.
- 5.2 Any notice pursuant to Section 5.1 will include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such Breach. Business Associate will also provide Covered Entity other available information that Covered Entity is required to include in its notification to the Individual.

6. TERM AND TERMINATION.

- 6.1 **Term.** This BA Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 6. In addition, certain provisions and requirements of this BA Agreement shall survive its expiration or other termination in accordance with Section 9.1 herein.
- 6.2 **Termination by Covered Entity.** As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and under 45 C.F.R. § 164.314(a)(2)(D), Covered Entity may immediately terminate this BA Agreement, any other provision of the Agreement notwithstanding, if Covered Entity makes the determination, in its sole discretion, that Business Associate has breached a material term of this BA Agreement. Alternatively, Covered Entity may choose to: (i) provide Business Associate with written notice of the existence of an alleged breach; and (ii) afford Business Associate an opportunity to cure said alleged breach. Failure to cure in the manner set forth in this Section 6.2 is grounds for the immediate termination of this BA Agreement and the Agreement by Covered Entity, any other provision of the Agreement notwithstanding.
- 6.3 **Termination by Business Associate.** Business Associates shall have the same rights and options related to termination as set forth in Section 6.2 with respect to Covered Entity.
- 6.4 **Effect of Termination.** Upon the event of termination pursuant to this Section 6, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify Covered Entity in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this BA Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. Any termination of the Agreement as provided in this Section 6 shall be without liability or further obligation of the part of Covered Entity, except those provisions that survive any termination of the Agreement.

7. MISCELLANEOUS.

- 7.1 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2, 3, 4, 5, 6.3, 7.1, solely with respect to PHI Business Associate retains in accordance with Section 6.3 because it is not feasible to return or destroy such PHI, shall survive termination of this BA Agreement indefinitely.
- 7.2 **Amendments; Waiver.** This BA Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 7.4 **Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below.

If to Business Associate, to:

with a copy to:

AutoMed Technologies, Inc.
d/b/a AmerisourceBergen Technology Group
1400 Busch Parkway
Buffalo Grove, IL 60089
Attention: Privacy Officer

AmerisourceBergen Corporation
1300 Morris Drive
Chesterbrook, PA 19807
Attn: Privacy Officer

If to Covered Entity, to:

with a copy to:

Attn: Privacy Officer

Attn: _____

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

- 7.5 **Counterparts; Facsimiles.** This BA Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 7.6 **Attorneys' Fees.** If any Party files any action or brings any proceeding against any other Party arising out of, or to enforce, any terms of this BA Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees.
- 7.7 **Limitation of Liability.** Neither Party will be liable to the other Party for any incidental, consequential, special or punitive damages with respect to the matters addressed in this Agreement.
- 7.8 **Severability.** Should any provision of this Agreement be held illegal, invalid or unenforceable by any governmental body or court of competent jurisdiction, such holding shall not diminish the validity or enforceability of any other provision of this Agreement.
- 7.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, each of the undersigned has caused this BA Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

Riverside County Regional Medical Center

Covered Entity 1

By: 

Name: JOHN TAVAGLIONE

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: JUL 17 2012

AutoMed Technologies, Inc.
d/b/a AmerisourceBergen Technology Group
Business Associate

By: 

Name: Domenic Ciarcio

Title: Group VP

Date: 7/3/12

ATTEST:

KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

SCHEDULE H



**AmerisourceBergen Technology Group
("ABTG")**

Pre-Implementation Requirements

for

RxWorks™

To Include:

FastPak EXP, FastFind Carousel, Barcoding Station, RxWorks™ Inventory Management Module, RxWorks™ 340B Module, and RxWorks™ Workflow Module

This document is representative of the entire RxWorks™ Product Portfolio and not intended to reflect a given Customer's product configuration. Please refer to Schedule A for product configuration specific to this contract.

Section 1: Statement of Work Purpose

This Statement of Work defines the scope of services to be performed by AmerisourceBergen Technology Group (ABTG) and the Customer facility, hereafter referred to as "Customer" under the Terms and Conditions of the Equipment Purchase and Software License Agreement and reflected in the quotation. The work effort and tasks to be performed by ABTG are based on the project scope, Customer responsibilities, key assumptions, and the project timeline as defined below.

The ABTG approach is to implement a fully functional system including standard interfaces to enable Customer to achieve business objectives in a timely and cost-efficient manner. Once the project commences, the project team will develop a detailed implementation plan consistent with the project scope as defined within this Statement of Work. The implementation plan is based upon AmerisourceBergen Standard methodology and describes the specific tasks to be performed by each party, accompanied by corresponding timelines. Changes or decisions that affect the scope of the work effort or that delay the scheduled completion of the project must be made in writing and will be managed using the change control process as defined below. In addition, ABTG reserves the right to make adjustments or changes in the details of this Statement of Work in response to aspects of the installation unknown to ABTG at this time.

The terms of this Statement of Work are subject to the terms and conditions stated in the Equipment Purchase and Software License Agreement to be executed by ABTG and Customer, and the terms of the Equipment Purchase and Software License Agreement shall govern in the event of a conflict between the terms of this Statement of Work and the executed Equipment Purchase and Software License Agreement.

This Statement of Work includes the following:

- Section 1: Statement of Work Purpose
- Section 2: Proposed System Overview
- Section 3: Customer Value Proposition and System Functionality
- Section 4: ABTG Key Personnel and Responsibilities
- Section 5: Customer Facility Personnel and Responsibilities
- Section 6: Key Project Assumptions
- Section 7: Change Order Process

Section 2: Proposed System Overview

The proposed system includes the following: FastPak™ EXP, FastFind™ Carousel, Barcoding Station, and RxWorks™ Inventory Management module, 340B, and Workflow modules.

The combination of the hardware and software components can be configured to address the unique needs of the Customer's pharmacy business. Each solution configuration enhances patient safety, helps to manage and control inventory and improves productivity and efficiency.

The FastPak EXP produces barcoded unit dose or multi-dose packages that facilitate any bedside point of care (BPOC) system. The Barcoding Station produces barcodes for unit of use, liquids, or injectibles that are either not barcoded by the manufacturer or have barcodes that cannot be read at the bedside. The majority of medication errors occur either during transcription or at the bedside. However, some errors occur during the pharmacy dispensing process. The RxWorks™ workflow module has optional barcode scanning and image verification available during the technician picking/filling process and/or the pharmacist checking process to reduce the dispensing errors that may occur in the pharmacy.

FastFind™ Carousels manage pharmacy inventory via the RxWorks™ Software Carousel Control and RxWorks™ Inventory Management module, saves valuable space within the pharmacy, and enhances efficiency. The FastFind Carousel holds pharmacy formulary in a fraction of the floor space required for traditional shelving and is ideal for storing and retrieving pharmacy items. Because the carousel has limited open access and because items are decremented from inventory as they are retrieved from the unit, inventory shrinkage is reduced. Utilizing quantity on hand and min and max values, RxWorks™ facilitates reordering items dispensed from the carousels.

RxWorks™ Inventory Management module increases the accuracy of the supply chain while decreasing inventory costs and reducing shrinkage. The software is flexible and scalable and can integrate pharmacy materials, finance, nursing and purchasing departments throughout the entire health system. Electronic orders, confirmations, receipts and invoices provide a traceable supply chain from purchase order to nursing station.

Section 3: Value Proposition and Deliverable System Functionality

FastPak EXP

AmerisourceBergen's "best in KLAS" award winning FastPak EXP system can accommodate any pharmacy's oral solid dispensing needs and automate up to 100% of oral solid prescription medications.

High-Level Features and Values

- Packaging flexibility
 - The FastPak EXP can accommodate any pharmacy's oral solid dispensing needs, with packaging sub-units that permit changing between standard and narrow widths. Standard width is for traditional unit dose and multi-dose packaging; narrow width is for packaging for unit-based cabinets.
 - The FastPak EXP is a flexible solution, permitting the pharmacy to expand capacity onsite, from 128 to 320+ oral solids, using a combination of "regular" canisters and Smart Canisters.
 - The FastPak EXP facilitates medication administration with easy-to-open unit dose and multi-dose packaging. Every package can be clearly labeled by the packager with drug name, strength and description. If desired, patient name and administration time may be added. Utilization of this device will improve the efficiency of cart-fill, automated dispensing cabinet or nurse server replenishment processes.
- Smart Canisters
 - Smart Canisters are an option that is used to speed replenishment and to accommodate a larger formulary. These canisters may be placed anywhere within a designated section of the FastPak EXP device. They can be interchanged quickly. The FastPak EXP automatically detects the canister contents and updates the medication database, regardless of where the canister is placed inside a designated Smart Drawer. The optional Smart Canisters are designed for pharmacies serving multiple facilities or for pharmacies that need the ability to expand the FastPak EXP to accommodate more than 320 medications.

Options

- This device may be used as a stand-alone pouch packager, but a more efficient use of the device is to interface it to the Automated Dispensing Cabinet orders and the Pharmacy Information System orders
- Add an additional, swappable lower packaging unit provides greater up-time for large, fast-paced environments
- Replenishment kit provides ability to manage quantity on hand through the use of a scale and a scanner
- Smart canisters have a special micro-chip that allows them to be located anywhere within a designated section of the FastPak EXP. These canisters provide the ability to expand the number of canisters used by the device to an unlimited number.
- The server used by the RxWorks™ software may be provided by the vendor or by the customer.

FastFind Carousel

High-Level Features and Values

- Interfaces provide workflow efficiency
 - Decreases lead time for the fulfillment of first doses, stat orders, automated dispensing cabinet refills, and cart-fill orders via electronic transactions provided by a PIS Interface and/or by an Automated Dispensing Cabinet Interface. These orders will display on the appropriate carousel screen.
- Recover floor space
 - Uses the pharmacy's available vertical height to increase the number of stock keeping units (SKUs) stored in the same footprint by up to 60%. The carousel design allows technicians to retrieve medications from a single location, and the ergonomic design minimizes bending and reaching by picking from waist height.
- Increased patient safety
 - Barcode scan verification and pick-to-light technology ensures that medications are picked properly, greatly reducing potential patient medication errors.
- Improved inventory accountability and supply chain management via RxWorks™ Software Carousel Control and Inventory Management module
 - Reduces inventory shrinkage by restricting user access to these medications. Quantities on hand (QOH) values are tracked by the software in an integrated process. As items are picked or put away, the QOH values are incremented or decremented.
 - Replenishment of the carousel is automated. Suggested orders are created using Minimum (min) and Maximum (max) values and QOH. This increases inventory control, and provides increased inventory turns and fewer stock outs.

Options

- The server used by the RxWorks™ software may be provided by the vendor or by the customer.

Barcoding Station

Dispensing oral solids with barcodes is a critical first step toward implementing bedside scan verification. The Barcoding Station, coupled with the FastPak EXP, will enable a 100% barcode solution.

High-Level Features and Values

- Allows barcodes to be added to products that are not barcoded by the manufacturer or that are not readable by a BCMA scanner
- Improves the accuracy of medications leaving the Pharmacy by ensuring they can be scanned
- On-screen drug images are available. These may be used to verify that the correct barcode is being applied to each drug.
- Enables bedside medication verification at the point of care by printing bar code labels for medications that do not have readable bar codes
- Different label formats are available for different product needs
- No interface is required

Options

- Capability to print flag labels with an additional printer and label stock.

RxWorks™ Inventory Management module

RxWorks™ Inventory Management module is a full-featured and procurement solution. It facilitates real-time inventory control, which reduces inventory, increases inventory turns, decreases stock outs, and streamlines the procurement

process with flexible electronic ordering and receiving processes.

The RxWorks™ Inventory Management module is fully integrated within the RxWorks™ software program. This allows the software to be coupled with the FastFind Carousels, the FastPak EXP, or the RxWorks™ Workflow module in any configuration desired.

High-Level Features and Values

- Integrates pharmacy, automation, materials, finance, nursing and purchasing systems
- Provides more efficient management of drug and materials processes saving time and money
- Includes a feature to automatically set Min and Max levels for items throughout the pharmacy and satellites using historical transaction data
- Helps detect & reduce diversion via the Transfer Journal, which records and retains all system transactions
- Reduces staff time spent on procurement and inventory management processes
- Provides automated, up-to-date costing data for all items in the program
- Configurable to accommodate Pharmacy, Materials Management, multiple locations, and multiple facilities
- Includes a Web-based requisition feature that permits electronic orders from any number of hospital or off-site locations
- Includes an Invoice Matching feature that matches PO, receipts, and invoices electronically to eliminate most manual steps in the invoice matching process
- Includes an electronic General Ledger feature that can eliminate most manual effort in reporting GL product movement to Finance

Options

- RxWorks™ Inventory Management module is available in 3 optional packages:
 - Manage items inside the FastFind Carousels only
 - Manage any item in any location within a single hospital
 - Manage items in more than one hospital
- RxWorks™ 340B Module manages 340B inventory & replenishment
- RxWorks™ Workflow Module integrates manual inventory and pharmacy workflow with inventory management of the pharmacy
- Optional Interfaces
 - General Ledger data from RxWorks™ to Finance
 - Approved Invoice vouchers from RxWorks™ to Finance
 - Updated costing data from RxWorks™ to Finance

RxWorks™ 340B module

This software module provides automated management of 340B qualified drugs. A complete Audit Trail is included, which captures all transactions for all items used. A number of distributors are supported, including AmerisourceBergen Drug Company, McKesson Drug Company, and Cardinal Health.

The software module captures items dispensed via an electronic file import process, and automatically splits orders based on availability of items in the Accumulator. Multiple Accumulator solutions are supported. Purchase Orders are exported to the proper distributor electronically. An automated process updates costs for multiple accounts, at minimum one for 340B costs, and one for GPO costs.

High-Level Features and Values

- Processes drug dispense file to determine qualified transactions
- Accumulates and tracks qualified drug usage by product in unit-of-use and by dispensing location
- Includes an automated process to split an order based on qualified usage, and exports the resulting two purchase orders to ABDC or to any other distributor
- Users may view all POs and usage data on-screen or via reports
- Includes a complete audit trail of all 340B transactions
- An 810 process feature
 - Updates the product catalog for any new items or substitutes
 - Updates the Accumulator for any items not shipped
- Includes a complete suite of 340B reports for savings documentation and system management
- Includes user-friendly, on-line documentation

Options

- The 340B software may be integrated within the inventory software, or it may be purchased separately, as a stand-alone program.
- Multiple distributors are supported
- Multiple facilities are supported

RxWorks™ Workflow module

This module provides workflow management integrated with the RxWorks™ Inventory Management module and hardware. In this module, medication orders are displayed on a workstation within the pharmacy. These orders direct the pharmacy personnel to the medication for picking, and then can require the medications to be barcode scan verified prior to leaving the pharmacy. This modular feature supports Pharmacist Check, Tech Check and Tech Check Tech processes. Any items dispensed to a patient, or to a location, such as a cart or a cabinet, can be checked for accuracy and for order completeness. All transactions are recorded in the software for auditing and reporting purposes.

High-Level Features and Values

- Check stations are used to display medication orders. The module is configurable so orders that have been picked and/or orders yet to be picked will display.
- Orders may be sorted on the screen to display the data in various ways: by patient, by cart, or by cabinet
- Checked orders may be removed from the screen for easier viewing of non-checked orders.
- All transactions are captured in the RxWorks™ Transfer Journal feature for viewing and/or reporting purposes.
- When used in conjunction with Inventory Management module, items picked from Manual Pick locations decrement from inventory at scan verification.

Options

- The Workflow module is not a standalone product; must be implemented in combination with other RxWorks™ solutions, including Inventory Management, FastFind Carousels, and FastPak EXP.
- Must be interfaced to the automated dispensing cabinets or the pharmacy information system. An interface to both is optional.
- Workstations may be supplied by the vendor or by the customer.

- The number of Workstations is based on the customer's volume and the type of processes supported by the software

Section 4: ABTG Key Personnel and Responsibilities

The project team will consist of representatives for both Customer and ABTG, as described below. Team leads will be assigned by both organizations. The team leads are responsible for communication between the Customer and ABTG and within their respective organizations. Team leads from both organizations will design an implementation plan and coordinate changes to the plan as appropriate.

Work Group/ Individuals	Primary Responsibility
ABTG Account Executive	<ul style="list-style-type: none"> Responsible for working with Customer to finalize contract Set financing terms with Customer's accounts payable department System(s) proposals and pricing
Implementation Specialist/Project Manager	<ul style="list-style-type: none"> Responsible for coordinating the activities to perform ABTG responsibilities defined in this document Prepare a detailed implementation plan Track, measure and evaluate the progress against the implementation plan Prepare a monthly status report Manage project issues and resolve deviations from the implementation plan Maintain project communications Coordinate, manage and review the technical activities and work products of project personnel
Field Service Technician	<ul style="list-style-type: none"> Personnel from contracted subsidiaries who may be contracted to provide service or support for hardware, if required Provide service/support during implementation cycle when ABTG implementation team is unavailable or not onsite Assist Implementation Specialist if required to complete project
Implementation Support Specialist	<ul style="list-style-type: none"> Responsible for assisting field technical and engineering personnel Order, configure, and request shipment of the ABTG hardware, software and related products to support the implementation project
Integration Engineer	<ul style="list-style-type: none"> Completes the ABTG portion of the interface to the Customer's pharmacy information system Coordinate interface testing with Customer's IT staff and vendors for all applicable interfaces between Customer information systems and ABTG solutions Confirm all data elements are contained within the test messages and are properly mapped to the ABTG products Discuss connectivity and transport protocol with Customer's IT staff Assist with formulary preparation for ABTG Assist with preparation of product catalog for initial import into 340B application Configure EDI files for transmissions between Customer and vendor
Systems Integration Consultant/Engineer	<ul style="list-style-type: none"> Responsible for establishing, defining, identifying gaps and ensuring the coherent, cohesive design of the system (objective is to provide clinical and operational direction to the project team) Provide clinical and operational guidance to the project team Configure equipment (size, location, physical limitations and requirements of the facility, etc.) Assist the Customer with advice regarding workflows and policy and procedure suggestions
Pharmacy Health Care Solutions Consultant (if applicable)*	<ul style="list-style-type: none"> Responsible for establishing, defining, and identifying Customer's 340B eligibility, establishing a 340B product catalog data, and reviewing the accumulator for accuracy Develop initial product catalog Review the accumulator for accuracy

Work Group/ Individuals	Primary Responsibility
	<ul style="list-style-type: none"> Educates Customer regarding federal 340B program Supports implementation team and Customer throughout project
Customer support services	<ul style="list-style-type: none"> Responsible for responding to Customer telephone requests for product support Provide telephone support to Customers via 800-477-2750 Dispatch field service technicians onsite and request parts shipments as needed Provide technical support to field service technicians upon request Escalate unsolved issues to quality assurance, integration engineering, etc. Provide customers with time-bound overview of support efforts

*If PHS services are purchased, further details of the PHS consulting engagement will be provided in a separate PHS contract and statement of work.

Section 5: Customer Key Personnel and Responsibilities

The Project Team will also consist of representatives from the Customer's organization. Individuals may work in various departments in the organization. The Customer shall identify key members who will work along with ABTG personnel.

Work Group/ Individuals	Primary Responsibility
Executive Sponsor Executive Management Team Member	<ul style="list-style-type: none"> Prior to the start of the project, the Customer will provide the names of the executive management team members who will work with the ABTG team members The executive management team will have the authority to act on behalf of the Customer to assure project success Executive management will have authority to grant appropriate access, approval, and direction of internal resources when needed to allow the project to be completed
Customer Project Manager (Pharmacy/Materials Management Team Member or Director of Pharmacy/Materials Management)	<ul style="list-style-type: none"> Prior to the start of the requirements phase, the Customer will designate a project manager to whom all ABTG communications will be addressed and who has the authority to act for the Customer in all aspects of the contract Training at ABTG – Customer project manager will attend System Manager Product Training at ABTG in Buffalo Grove, IL. Customer project manager must be available to perform duties as necessary during regular business hours Customer will provide dedicated staff for training during installation. Customer is responsible for scheduling training and staff attendance. Formulary list (required for RxWorks™, Barcoding Station and FastFind Carousel) – Customer will provide an electronic file of its complete formulary list to include drug ID, NDC, manufacturer, primary drug name, secondary drug name, strength, and usage Drug list (specific list for calibrated canisters for each device) – Customer will provide an electronic file of its drug list to include Drug ID, NDC, Manufacture, Primary Drug Name, Secondary Drug Name, Strength, and Usage Customer Labels – Customer shall provide sample populated labels, if applicable. Note: If logo is required, Customer must provide blank sample labels along with the logo image History – Customer will provide an initial electronic file of past 12 month purchase history. At a minimum, initial list to include vendor drug ID, description, NDC number, and generic description. Completion of final product import spreadsheet – Customer will add customer-specific data to product import spreadsheet. Customer will provide 340B drug utilization file in an electronic format as described in the "340B Usage Import File Specification" document Import Spreadsheets – Customer will enter customer-specific data on RxWorks™ import spreadsheets. Validation of imported data – Customer will review and validate imported data and add or edit

Work Group/ Individuals	Primary Responsibility
	information where applicable <ul style="list-style-type: none"> • Post Go–Live data maintenance – Customer will be responsible for data maintenance • Customer will attend regularly schedule conference calls.
Customer Team Members – (Informatics Associate /Pharmacy/Materials Management Super User, Buyers, Receivers)	<ul style="list-style-type: none"> • Provide staff who will be responsible for the above–mentioned duties as delegated by the project manager • Team member from Pharmacy and/or IT departments assigned to the project by the Director of Pharmacy or senior management • Team member may be responsible for some or all of the responsibilities listed in the section above
Customer Facilities Coordinator	<ul style="list-style-type: none"> • Provide staff to coordinate the facility readiness before start of implementation • Approve the proposed floor plan design and specifications • Contractor negotiations and supervision • Electrical and network readiness
IT Coordinator / Resources	<ul style="list-style-type: none"> • Provide IT assistance for installation and validation of the interface functionality necessary to enable the ABTG implementation project • Provide required data elements as outlined in the ABTG Interface Specification Guide • Provide network connectivity from Customer/pharmacy information system to ABTG • Install the Pharmacy Information System and vendor portion of all applicable interfaces • Follow recommended guidelines in the ABTG General Notification (1040.01 Notice Customer Network Security) See Appendix 2 • Provide ABTG with remote access • Assist pharmacy staff with extraction of formulary data • Install RxWorks™ server and application. • Facilitate the installation of all applicable vendor interfaces • Assist Pharmacy staff with testing of applicable interfaces • Assist pharmacy with application testing including the creation of any customer required test plans • Assist pharmacy staff with data preparation if necessary • Customer will provide 340B drug utilization file in an electronic format as described in the “340B Usage Import File Specification” document • Transmit or assist pharmacy staff in the transmission of product utilization files

Human Resource Assumptions

- Customer project team members must be identified prior to kickoff.
- Customer will provide dedicated personnel to actively maintain and run the software/hardware.
- Customer will actively engage the pharmacy staff in all system design decisions including data layout and maintenance.
- Customer will ensure all third–party vendors are available on the dates listed within the implementation plan.

Section 6: Key Project Assumptions

Section 6a: Introduction and Overview

The following section describes what must be considered and what is required in anticipation of the Implementation kick–off meeting. During the kick–off meeting, the Project team, which will consist of both ABTG staff and Customer representatives, will develop a detailed project plan consistent with the goals and objectives of the implementation. The project plan will define the specific tasks to be performed by each party with corresponding timelines.

The project specific requirements, project milestones, and tasks will be communicated by the implementation team throughout the implementation process and are beyond the scope of this document.

Section 6b: Implementation Requirements and Considerations

Prior to the initial kick-off meeting it is essential that the following items are reviewed and, where stated, completed in advance. The goal is to be prepared as possible for the kick-off meeting in an effort to ensure the technology is implemented in a timely manner. Failure to complete these requirements will impact the schedule and resources required for the project if not addressed and completed prior to the start of ABTG implementation.

Drug List / Formulary Requirements

- Customer will provide a drug list for FastPak EXP canisters eight weeks prior to installation. This should be based upon the highly used oral solids and taken into consideration of the EXP incompatibility due to cross-sensitivity, chemical reaction, and physical size. Please request an up-to-date Medication Incompatibility EXP Medication List
- Customer may be required to provide some or all of the following:
 - Purchase history from primary vendor(s)
 - Electronic database(s) from host system(s)
 - Custom spreadsheets to provide data to ABTG for:
 - Vendors, with identifiers
 - Vendor Account identifiers
 - Locations/location identifiers
 - General Ledger identifiers/structure
 - Products, including descriptions and any available identifiers
 - Past 12 Month Purchase History – Customer will provide an initial electronic file of past 12 month purchase history. At a minimum, initial list to include Vendor Drug ID, Description, NDC, and Generic Description.
 - Import Spreadsheets – Customer will enter customer-specific data on Hosted Import Spreadsheets.
 - Validation of imported data – Customer will review and validate imported data and ADD or EDIT information where applicable
 - Post Go-Live data maintenance – Customer will be responsible for data on-going maintenance

Facility Requirements

- Layout and Workflow Plans: Customer should have developed or should be the in-process of completing floor plans in conjunction with their internal facility, contractors, and/or engineers and these floor plans should incorporate the automation hardware listed in this document. If assistance is needed, ABTG Systems Integration Engineers / Pharmacists are available to assist with completing an Assessment document that includes recommendations for floor plans that incorporate workflow, efficiency, and clinical considerations.
- Customer is responsible for the site readiness prior to implementation of hardware and software, including any construction or electrical, HVAC, and environmental requirements for proper installation
- Receiving to Staging Requirements
 - Material Handling Equipment – Customer must provide special material handling equipment to unload packing crates from a flatbed trailer as high as 64 inches, to lower dock levels.

Crate Specs	Length (in)	Width (in)	Height (in)	Weight (lbs)
9C 98H 82W Crate 1	102	30	72	1872
9C 98H 82W Crate 2	139	29	72	1579
10C 105H 82W Crate 1	139	31	75	2046
10C 105H 82W Crate 2	120	56	77	1726
11C 112H 82W Crate 1	n/a	n/a	n/a	n/a
11C 112H 82W Crate 2	n/a	n/a	n/a	n/a
12C 119H 82W Crate 1	n/a	n/a	n/a	n/a
12C 119H 82W Crate 2	n/a	n/a	n/a	n/a
9C 98H 120W Crate 1	106	56	77	1764
9C 98H 120W Crate 2	125	29	72	2818
10C 105H 120W Crate 1	n/a	n/a	n/a	n/a
10C 105H 120W Crate 2	n/a	n/a	n/a	n/a
11C 112H 120W Crate 1	n/a	n/a	n/a	n/a
11C 112H 120W Crate 2	n/a	n/a	n/a	n/a
12C 119H 120W Crate 1	n/a	n/a	n/a	n/a
12C 119H 120W Crate 2	n/a	n/a	n/a	n/a
9C 98H 149W Crate 1	n/a	n/a	n/a	n/a
9C 98H 149W Crate 2	n/a	n/a	n/a	n/a
10C 105H 149W Crate 1	n/a	n/a	n/a	n/a
10C 105H 149W Crate 2	n/a	n/a	n/a	n/a
11C 112H 149W Crate 1	n/a	n/a	n/a	n/a
11C 112H 149W Crate 2	n/a	n/a	n/a	n/a
12C 119H 149W Crate 1	n/a	n/a	n/a	n/a
12C 119H 149W Crate 2	n/a	n/a	n/a	n/a

- FastPak EXP Crate: 52" long by 40" wide by 91" high; estimated 1234 pounds.
- FastFind Crate (n/a: information not available from manufacturer)
- Clear Passageway – Customer must provide clear delivery passageways from dock to staging area and staging area to final assembly location. The size of this part will determine if the pathway and doorways to the final location are acceptable for delivery. For the FastPak, the clearance requirement is 33" W x 78.75" H.
- The largest FastFind part size is the following for a back panel or carrier unit

Model	Largest Size
9C 98H 82W	98" H x 82" W
10C 105H 82W	105" H x 82" W
11C 112H 82W	112" H x 82" W
12C 119H 82W	119" H x 82" W
9C 98H 120W	98" H x 120" W
10C 105H 120W	105" H x 120" W
11C 112H 120W	112" H x 120" W
12C 119H 120W	119" H x 120" W
9C 98H 149W	98" H x 149" W
10C 105H 149W	105" H x 149" W
11C 112H 149W	112" H x 149" W
12C 119H 149W	119" H x 149" W

- FastFind Staging – Customer must provide sizable staging or work area in which to temporarily store and unload crates. Space must be large enough to maneuver crates so that unloading and part handling can take place. Space must be indoors, secure, and within a close proximity to the final implementation location so installation technicians can carry parts to and from work area. Space must be available for at least five days per FastFind, the typical installation time for each unit.
- Material Handling Equipment – Customer must provide special material handling equipment to unload packing crates from a flatbed trailer as high as 64 inches, to lower dock levels.
 - FastPak EXP Crate: 52" long by 40" wide by 91" high; estimated 1234 pounds.

- Minimum floor space and spatial allowance:
 - The FastPak EXP can be located six inches from a side or rear wall during operation as long as it is capable of being moved to allow for proper service accessibility. The customer is responsible for ensuring machine movement for service personnel. The required minimum spacing between the machine and the wall during service must be two feet.
 - The FastFind can be flush against either side or rear walls during operation. A minimum three feet in front of the machine is needed for operation space. All service accessibility is from the front of the machine.
 - FastFind Carousel Assembly Height Clearance – Customer to ensure that a minimum two inches is available beyond the specified height for FastFind Carousel assembly.
- Floor Weight Consideration and Preparation
 - FastPak EXP – Estimated unloaded weight: 1,234 pounds. Estimated loaded weight: 1,500 pounds.
 - FastFind Carousel

Model	Empty Weight (lbs)	Max Total Weight (lbs)
9C 98H 82W	3,925	8,803
10C 105H 82W	4,145	9,565
11C 112H 82W	4,435	10,397
12C 119H 82W	4,698	11,202
9C 98H 120W	4,290	9,168
10C 105H 120W	4,503	9,923
11C 112H 120W	4,784	10,746
12C 119H 120W	5,058	11,562
9C 98H 149W	4,715	9,593
10C 105H 149W	4,985	10,405
11C 112H 149W	5,123	11,085
12C 119H 149W	5,388	11,892

- Floor is to be a bare concrete surface or commercial grade tile.
- Electrical Requirements
 - FastPak EXP – Customer to supply or have available AC 115V 50/60Hz, 450Watts, 10 Amps. Note: it is required that no other equipment (i.e., refrigerators, freezers, IV hoods, etc.) be located on the same circuit as the FastPak EXP.
 - FastFind Carousel – Customer to supply power and disconnect near left side of machine at final installation location. A 208 V–20 Amps, 3 phase, 5 Wire power source is to be hard-wired and “direct to source”. In other words, the five wires from each FastFind Carousel must be directly and independently connected to the breaker panel. No wires can be shared with other equipment or loads (including power, neutral and ground wires).
 - See Appendix 3 for power requirement detail.
 - Server – AC 115V 50/60Hz, 10 Amps
 - Automation Client – AC 115V 50/60Hz, 2 Amps (each)
 - Workflow Client – AC 115V 50/60Hz, 2 Amps (each)
- Electrical Stability
 - All power should be conditioned to prevent abnormal spikes, surges, or transient losses. Otherwise, it is recommended the pharmacy use 3% voltage stabilization equipment or other power conditioning equipment. Computers or equipment damaged by incorrect electrical power or improperly wired service is not supported by the warranty. Further if there is an issue with the technology that requires

AmerisourceBergen staff to isolate and troubleshoot improperly supplied power which does not meet these requirements, the Customer shall assume responsibility for all labor, travel, and material used.

- ABTG will supply UPS (Uninterruptable Power Supply) units for the application computer and automation client computers. The UPS units will deliver 20 to 30 minutes of power during an outage, which will enable the technician to finish operations and power down the computers.
 - All uninterruptible power supplies (UPS) installed to support network infrastructure equipment should be on their own dedicated power circuits.
- Automation Operating Environment
 - Ambient air temperature: 15°C to 28°C (59°F to 82°F).
 - Ambient air humidity: not to exceed 60% relative humidity.
 - Minimize direct exposure of the FastPak EXP to sunlight or other UV sources. Under normal operating conditions, the FastPak EXP System is designed not to increase the ambient air temperature surrounding the medication canister. Each canister is supplied with a desiccant. Medication is stored in the device; therefore the operating environment of the device should reflect the proper storage conditions for the medication.
- FastPak Loading/Filling Requirements
 - All canisters must be filled one week prior to arrival of the Implementation Specialist
 - Pre-fill spreadsheet must be faxed/mailed to ABTG Implementation Specialist one week before installation
 - Filling canisters by Customer will take approximately 20 man-hours
- FastFind Carousel Loading/Filling Requirements
 - Customer will identify and provide dedicated personnel to stock the FastFind Carousel after installation (allow two weeks per FastFind Carousel unit). If personnel are not available, temporary manpower can be acquired through ABTG.
 - FastFind Carousel Medication Mapping – Customer to ensure that care is taken when mapping medication placement within FastFind Carousel. All planning should take place before any medication is loaded into the machine and pinned to FastFind Carousel software, including the maximum quantity of a medication that will be assigned to each pocket. A velocity report from either the pharmacy operating system or purchasing system is recommended as a guide to placement of medications in order of velocity.
 - Blue bins should be ordered prior to the FastFind Carousel mapping process in order to help pharmacy staff determine adequate spacing and quantity requirements for each item to be placed in the equipment. The blue bins can be stored on static shelving in the proper "pinned" location until the FastFind unit(s) arrives to be loaded.

Technical Requirements: Servers, Interface, and Network

- Customer is responsible for Database backup storage, Anti-Virus, and patch management of all ABTG servers and Workstations. See Appendix 2.
- Customer is responsible for any additional network performance and capacity (WAN and/or LAN) required by the addition of the solution defined in this document.
- 3rd Party Vendor requirements.
 - Customer has an approved budget to cover the purchase, implementation, and support costs for all third-party interfaces.
 - Customer will ensure that all third-party vendors are informed of the project timeline and are available on the dates listed within the implementation plan.

- Customer will provide and support an Ethernet Standard TCPIP based network. Further, Customer will provide wired RJ-45 jacks within proximity of ABTG workstations/servers along with static IP addresses to support the proposed solution.
- Interface Standards
 - ABTG preference is to utilize IP based HL7 standards. However, delimited text file transfer interfaces that utilize mapped drive or ftp with some Pharmacy Systems are available. In addition, there are a limited number of serial interfaces available to support legacy Pharmacy Systems.
 - Customer may use an interface engine in lieu of vendor interface(s) if the proposed interface engine is able to completely fulfill the ABTG interface specification requirements.
- Customer will provide remote access for ABTG. Where available the required method is Broadband Access through the local Cable Company or through the local phone system via DSL. If Broadband Access or DSL is not available then Analog Modem will be required method, it must be noted that Analog Modem is not the desired method and may impact the timely resolution of reported issues via remote support.
- Serial Cabling Requirements (if applicable)
 - The Customer must provide a locally accessible connection type 9-pin connector wired to RS-232 standards.

Operational Considerations

- Policy and Procedures related to downtime – With the introduction of any technology, strong consideration and planning along with Policies and Procedures must be developed to ensure contingencies are in place that in the event of a system failure due to events such as;
 - Power failure
 - Adequate and appropriate power, emergency power
 - Software / Network failure
 - Mechanical failure
 - In each instance there must be a contingency plan in place to ensure pharmacy operations can continue, please be prepared to talk with Implementation about best practices and options.
 - Educate staff on procedures for contacting ABTG Customer Service and Support.
 - Regular maintenance of the equipment, how is that tracked and monitored
 - Regular cleaning of equipment
 - Review the service agreement and ensure you are clear on what coverage will be provided by Amerisource Bergen Technology Group
 - Review training requirements and needs related to staff turnover.
 - Off-site archival and disaster recovery plan – ***Please be prepared to discuss this topic with implementation as it is vital that we have a plan in place should the unexpected occur.***
- Pharmacy Operation Continuation – Planning will be critical in being able to support a concurrent implementation process while trying to keep a pharmacy running. There may not be enough floor-space during implementation and considerations should be evaluated to have an interim pharmacy location.
- Medication/Inventory handling statement —ABTG employees will not physically handle or should not be given access to any of the Customer's inventory, including medications, unless under the direct supervision of pharmacy staff, or with the express permission of the Director of Pharmacy. See Appendix 1 for ABTG Pharmaceutical Handling Policy.
- Training
 - ABTG maintains a "Train-the-Trainer" policy. Training is designed to give the participants the knowledge and skills necessary to manage the ABTG system on a day-to-day basis and effectively train other staff members. It is extremely important that the facility identify two pharmacy personnel to

be responsible to attend training at the ABTG training location. Careful consideration should be given regarding the participants that are chosen to attend as they will be expected to take ownership of the solution and will be considered the "super users/experts". The super users must be available during installation and implementation.

- ABTG RxWorks™ Training Courses available (conducted at ABTG Training Location)
 - RxWorks™ Inventory Management module – 3 day course
 - FastPak EXP – 3 day course
 - FastFind Carousel – 2 day course
 - RxWorks™ Workflow Module – 1.5 day course
 - Barcode Station – Training for this solution (if purchased) will be conducted during one of the courses listed above (this is not considered to be a separate course).
- ABTG RxWorks™ Training Costs Associated
 - New Customer Training Costs
 - There is no charge for the initial training for two super users (additional costs may be incurred if facility selects to send more than two super users)
 - Customer is responsible for all travel and expenses
 - Existing Customer Training Costs
 - Training costs may vary if customer is upgrading current solution or retraining is required
 - Customer is responsible for all travel and expenses
- ABTG Training Expectations
 - Super users will train all end users after ABTG conducts initial super user training
 - Customer will develop all internal training materials
- Customer project team members must be identified prior to Kick-off. An on-site Kick-off Meeting will be held prior to the Implementation phase of the project. All project stakeholders should be present at this meeting. Critical planning discussions will be the primary topic of discussion.
- Customer Program Manager must be available to perform duties as necessary during regular business hours.
- ABTG activities will be performed during normal business hours (Monday through Friday, 8 am to 5 pm local time excluding ABTG recognized holidays or other mutually agreed to times).
- Customer will provide adequate office space for ABTG project team while onsite. This office space will allow access to office equipment and supplies, including, but not limited to: copy machine, fax machine, telephones and any other equipment or supplies necessary to support this engagement.

Hardware Specifications

- FastPak EXP hardware specifications
 - Oral solid canisters: 330cc each, up to 320 total canisters
 - (Optional) smart canisters – limitless. Allow canisters to be identified in any Smart location
 - Universal Tray: 64 medications
 - UTC LED lights reduce chances of UTC errors
 - Packaging size:
 - 43mm W x 60mm H (narrow)

- 74mm W x 55mm or 80mm H (standard)
 - Narrow (unit dose) or standard width (unit dose or multi-dose) packaging sub-units
 - Up to 65 unit dose packages per minute or 45 multi dose packages per minute
 - Barcode formats: 39, 128 and PDF 417
 - Interfaces: flat files, HL7 messaging for ODBC transferred via diskette, on-line serial or network communications
- RxWorks™ 8.0 Server Options
 - ABTG Supplied Server
 - Tower (currently ML150 G6) – part number to be supplied
 - Rack (currently DL360 G6) – part number to be supplied
 - Customer Sourced Server
 - Minimum requirements

Processor	Equivalent to an Intel Xeon E5504 Processor (2.0 GHz, Quad Core, 8MB L3 cache, DDR3-1066)
RAM	4 GB
RAID Controller	Dual Channel RAID 1 Controller
Disks	146 GB RAID 1 for OS/Apps 146 GB RAID 1 for Database
NIC	1 Gb/s Adapter
OS	Windows Server Standard Edition 2003 R2
Database	Microsoft SQL Server 2005 Enterprise
Power Supply	Dual, Redundant

- Customer Virtual Server
 - Virtual Server is supported
 - Requirements to be determined.

Section 7: Change Order Process

Changes or decisions that affect the scope of the ABTG work effort or delay the implementation plan will be processed as change orders. Each change order will detail the nature of the change and the additional fees due to ABTG. Additional services to be performed by ABTG will be charged at the then-current ABTG rates. Change orders will be made in writing and signed by both ABTG and the Customer's designated project manager. ABTG will not perform work beyond the scope of the Statement of Work and implementation plan without a signed change order.

The terms of this document are subject to the terms and conditions stated in the Equipment Purchase and Software License Agreement to be executed by ABTG and the Customer. The terms of the Equipment Purchase and Software License Agreement shall govern in the event of a conflict between the terms of this Implementation Planning and Requirements Document and the executed Equipment Purchase and Software License Agreement.

Appendix 1: ABTG Pharmaceutical Handling Policy

ABTG Pharmaceutical Handling Policy

Purpose

To outline the ABTG policy regarding the handling of all prescription and non-prescription items within a customer's pharmacy by ABTG employees and representatives.

Policy

1. ABTG employees are not authorized to handle prescription items within a customer's pharmacy.
2. ABTG employees are required to be under the supervision of a staff pharmacist while they are working inside a customer's pharmacy.
3. ABTG employees required to train must request a pharmacy staff member to enter all inventory values as required by ABTG software programs, utilizing the pharmacy staff member's log-on (system signature).
4. ABTG employees required to train must request a pharmacy staff member to physically stock all medications into the appropriate automation device.
5. ABTG employees required to train must request a pharmacy staff member to test the calibration of any medication canisters or trays associated with the automation device, utilizing the device software as per normal application.
6. ABTG employees are required to obtain a signature from the pharmacy director agreeing to this policy prior to installation. If the pharmacy chooses to waive this policy, the pharmacy accepts full responsibility for any discrepancies arising from the handling of prescription and non-prescription items by all ABTG employees.

Pharmacy _____

Date: _____

<p>Pharmacy Director (printed name)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>I accept and understand the ABTG Pharmaceutical Handling Policy.</p>	<p>Pharmacy Director (printed name)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>I waive the ABTG Pharmaceutical Handling Policy and accept responsibility for inventory accuracy.</p>
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Appendix 2: 1040.02 Notice Customer Network Security

Confidential

Notice Number 1040.02
Notice Type: Notice General Information This notice provides general information to customers, Service, and support personnel. Network, Systems, and Information Security (Backup, Recovery, Security, Patch Management, and Virus Protection) August 1, 2006
Product: All AmerisourceBergen Technology Group Products

Network, Systems, and Information Security (Backup, Recovery, Security, Patch Management, and Virus Protection)

While the AmerisourceBergen Technology Group (ABTG) is not responsible for defining, developing, or applying network, systems, and information security policies and procedures for its customers, ABTG does provide this general information notice applicable to its AutoMed, MedSelect and Choice product lines (PRODUCTS) installed at CUSTOMER sites.

Overview: The purpose of network, systems, and information security policies and procedures (backup, recovery, security, patch management, and virus protection) is the effective and efficient prevention of network virus outbreaks and network security attacks involving the operation and data storage of servers, workstations, and client stations associated with the use of ABTG PRODUCTS. The CUSTOMER must be aware of and take responsibility for the proper use of the PRODUCTS and provide the same security policies and procedures as applied to all other systems on the CUSTOMER network.

The ABTG Group does not provide virus protection on PRODUCT database servers, workstations, and client stations as part of the standard installation. If the CUSTOMER has a current patch management and virus protection policy, ABTG will provide the necessary information to allow the CUSTOMER to install its current virus protection software and license, patches, current virus definitions, and security updates on all PRODUCT database servers, workstations, and client stations.

When the PRODUCT database servers, workstations, and client stations are assigned to the CUSTOMER'S network and are accessed by the CUSTOMER'S resources, the CUSTOMER is responsible for network security and is also responsible for all PRODUCT database servers, workstations, and client stations. ABTG does not take responsibility for loss of data in the event that a server, workstation, or client station has not been properly secured with patch management update capabilities (e.g., Microsoft security updates and service packs) or with virus protection software or current virus definition updates (e.g., Norton Antivirus Corporate Edition with automatic virus definition updates). These procedures need to be applied to all PRODUCT servers, workstations, and client stations on the CUSTOMER'S IT policy schedule or on the manufacturer's recommended schedule.

Notice General Information

Backup and Recovery The CUSTOMER should apply its backup and recovery procedures to all PRODUCT database servers, workstations, and client stations. These procedures should be according to the CUSTOMER'S defined standards for server, workstation, and information security to maintain disaster recovery capability and business continuity. If specific backup and/or recovery procedures are required for a PRODUCT, the CUSTOMER must contact ABTG for assistance.

ABTG is not responsible for any data lost due to database malfunction or corruption. Any efforts to restore, rebuild, or recover data, up to and including a complete rebuild of the system are the responsibilities of THE CUSTOMER. Should CUSTOMER request ABTG attempt to restore, rebuild, or recover data, such services shall be provided on time and material basis.

Operating System Patch Management and Virus Protection Whether manually or automatically updated, verified

operating system patches should be applied to all PRODUCTS. The operating system patch management virus protection update procedures should be defined and maintained by the CUSTOMER.

If the CUSTOMER uses virus protection software, the CUSTOMER should add that virus protection software to all PRODUCT database servers, workstations, and client stations.

The PRODUCT database servers, workstations, and client stations all run on Microsoft operating systems, which are the most frequently attacked operating systems. If the CUSTOMER applies Microsoft Security Updates to the CUSTOMER site servers, workstations, and client stations, these protections and updates should be applied to the PRODUCT database servers, workstations, and client stations. These protection methods keep the servers, workstations, and client stations as secure as the CUSTOMER'S total network and systems.

Site Responsibilities

The CUSTOMER has the following responsibilities:

Backup, Recovery, and Security: The CUSTOMER is responsible for defining procedures to backup, recover, and secure the PRODUCT database servers, workstations, and client stations and data according to CUSTOMER requirements.

Patch Management: The computer must have a regular schedule or automated process for identifying and loading appropriate security updates for the operating system or other software. For Microsoft Windows this will often be use of the auto update feature with the Windows Update Web site (<http://windowsupdate.microsoft.com>). Several security updates require a reboot to take effect. This reboot must be performed by the CUSTOMER.

Virus Protection: The CUSTOMER may have either McAfee or Norton virus protection software loaded on the computer system. In addition, the virus definition libraries must be updated on a regular basis (generally checked at least once a week) preferably through the auto update feature of the software. If a complete scan is required, the CUSTOMER must shut down the PRODUCT database engine prior to scan.

Communication: The CUSTOMER will maintain e-mail and phone support information of the ABTG Customer Support Center for communication of security vulnerabilities and system issues.

ABTG Responsibilities

Notification: ABTG will notify CUSTOMERS whenever it has determined that an automatic patch or virus protection update has caused problems with PRODUCTS and will describe the fix necessary to correct any problems that might have occurred.

Appendix 3: Power Requirements for Hanel Rotomat Carousel

Three-phase Power Quality Requirements for the Hanel Rotomat

Revised: 10-15-08

Overview

This document defines three-phase power quality requirements for Hanel Storage Systems' Rotomat (carousel) equipment commonly used by ABTG in their pharmacy automation equipment as of late 2008.

Power Quality

"Power quality" is a characteristic of the electricity required for equipment to operate. Electricity is judged to have poor quality when it is tainted by "brown-outs", surges, continuous variations, short-duration extremes, and other problems that can only be seen using specialized diagnostic equipment.

Good power quality permits equipment to operate in its intended manner without significant loss of performance or life. Poor power quality can cause symptoms such as mechanical problems and intermittent operational flaws that resemble software bugs.

Requirements

Three-phase power quality requirements shown below were derived from information provided by Hanel Storage Systems (manufacturer of the Rotomat), and from widely published electrical standards. All requirements refer to the Rotomat's immediate operating conditions, not conditions found elsewhere in the building.

Three-phase Power Quality Requirements for the Rotomat
Note: National and local electrical codes will always take precedence.

Parameter	Requirement	Notes
Type of three-phase power feed.	"Y" (wye), using five wires: (3) power phases; (1) neutral; and (1) earth ground.	This is the main power on Rotomat units. This does not apply to refrigerator compressors or other add-on equipment.
Operating voltage range for the 208V three-phase power feed.	208 VAC RMS plus or minus 5%. This applies to each phase-to-phase voltage independently.	In other words, 197.6V to 218.4V AC RMS.
Maximum difference in phase-to-phase voltages on the 208V feed.	Plus or minus 5%.	In other words, plus or minus 10.4 VAC RMS phase-to-phase. Do not confuse this with phase-to-neutral voltage.
Maximum neutral-to-ground voltage.	Must be less than 2.0 VAC RMS.	
Maximum wire length between a Rotomat and the circuit breaker panel.	Per the National Electrical Code (NFPA 70) and local electrical codes, regarding voltage drops and wire gauges.	
Maximum number of Rotomats on one circuit breaker.	Only one Rotomat can be on each circuit breaker.	
Minimum current capacity for the 208V three-phase power feed.	20 Amps AC RMS.	
Sharing of circuit breakers with other equipment.	Each circuit breaker must be dedicated to its Rotomat. Other equipment cannot share a circuit breaker with a Rotomat.	
Sharing of 208V power feed (power, neutral or ground wires) with other Rotomats or equipment.	No sharing is permitted for any power, neutral or ground wires connected to any Rotomat.	Hanel Storage Systems has stated that sharing of power, neutral or ground wires with other Rotomats or equipment has been known to cause problems.
Sharing or connection between earth ground wires and neutral wires in the 208V power feed.	Separate neutral and earth ground wires must be maintained per designation "TN-S" in IEC 60364.	
Usage of conduit to provide earth grounding, instead of a ground wire provided with the 208V feed.	Conduit cannot be substituted for the ground wire normally provided with the 208V power.	
Usage of a local earth ground rod to provide earth grounding, instead of a ground wire provided with the 208V feed.	One dedicated earth ground rod per Rotomat can be used in place of the ground wire normally provided with the 208V power. However, this must be accomplished in accordance with the National Electrical Code (NFPA 70) and local electrical codes.	
Common mode noise.	Must be less than 0.5V peak-to-peak.	Measurement of common mode noise requires specialized equipment. A power quality consultant is often hired to assess common mode noise and other power quality factors.

Reference Information

- Documentation from Hanel Storage Systems (Hanel USA).
- U.S. National Electrical Code (NFPA 70).
- International Electrotechnical Commission (IEC) standard number 60364.