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ORIGINAL



Prepared by Omnicell exclusively for:
State of Nebraska, DAS, SPB

RFP #6097 Z1
Nancy Storant / Dianna Gilliland
June 19, 2019

Your Account Representative

Brad Heitzmann
Strategic Account Director
Omnicell, Inc.
806-790-5495
bradh@omnicell.com

Proposal Requirements

State of Nebraska RFP #6097 Z1 OmniceII Compliance Matrix		
Documet	Compliant	Comments
Corporate Overview	Yes	Included
Form A Bidder Request Form	Yes	Included
Form B Contractual Services Form	Yes	Included
State of Nebraska Letter of Good Standing		Included
References	Yes	Included
Solutions	Yes	OmniceII Solution Overview
Section II through VI	Yes	Included as attachment
Business Requirement Matrix	Yes	Included as attachment
Technical Requirements Matrix	Yes	Included under separate cover per requirements, Include Unity Diagram
State Cost Proposal	Yes	Included under separate cover per requirements

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Company Overview

Omnicell is recognized as a leading provider of comprehensive, technologically advanced automation that enables health care facilities to acquire, manage, dispense, and deliver medications and supplies more effectively. Omnicell automation is used from the point of entry into the hospital through the central pharmacy, nursing units, operating room, procedural areas, and patient bedsides – as well as in long-term care sites.

In January, 2016, Omnicell completed acquisition of Aesynt. This combination of two market leading companies provides our customers with an unprecedented choice of technology. The addition of Aesynt to the Omnicell family adds distinct capabilities in central pharmacy robotics, IV robotics, automated dispensing systems, and analytics.



Omnicell Mission Statement:
"Empower clinicians with solutions for safe medication and supply management"

For over 25 years, the mission of Omnicell has focused on improving the medication and supply distribution process. Approximately 4,000 hospital customers worldwide have used Omnicell's medication automation, supply chain, and analytics solutions to improve efficiency, reduce errors, and lower costs.

Omnicell non-acute care solutions, including the MTS brand, enable over 6,000 institutional and retail pharmacies worldwide to optimize productivity and control costs. Moreover, the innovative medication adherence packaging solutions can reduce costly hospital readmissions.

At Omnicell, delivering our technology is just the beginning. We are also committed to delivering the best customer experience. To ensure our customers gain the most utility from their Omnicell systems, we offer a suite of analytics software, a comprehensive training and education program, and highly rated customer support.

Company Facts (Fiscal 2018)

Revenue	\$787 million
R&D expenses	\$65 million
History	Founded by current CEO in 1992
Publicly Traded	NASDAQ: OMCL
Headquarters	Mountain View, California
Number of employees	2,480
Global reach	Business operations in 20 countries
Customers	More than 5,000 healthcare facilities and 40,000 institutional and retail pharmacy customers worldwide

Form A Bidder Contact Sheet

Request for Proposal Number 6097 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Omnicell, Inc
Bidder Address:	590 E. Middlefield Road, Mountain View, CA 94043
Contact Person & Title:	Brad Heitzmann, Strategic Account Director, Med Adherence
E-mail Address:	bradh@omnicell.com
Telephone Number (Office):	806-790-5495
Telephone Number (Cellular):	806-790-5495
Fax Number:	832-21-7879

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Omnicell, Inc
Bidder Address:	590 E. Middlefield Road, Mountain View, CA 94043
Contact Person & Title:	Brad Heitzmann, Strategic Account Director, Med Adherence
E-mail Address:	bradh@omnicell.com
Telephone Number (Office):	806-790-5495
Telephone Number (Cellular):	806-790-5495
Fax Number:	832-21-7879

FORM B REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees

BIDDER MUST COMPLETE THE FOLLOWING

compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

- **Omnicell has a corporate headquarters in Mountain View, CA and provides service, installation and implementation team members to locations on an "as needed basis". We do not have a physical location within the State of Nebraska. Omnicell is a general contractor and does not employ or subcontract with outside third parties for performance of services or installation. It is not applicable for Omnicell to sign or affirm this affidavit/form.**

Certificate of Good Standing

STATE OF NEBRASKA

United States of America,) ss.
State of Nebraska)

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

OMNICELL, INC.

a USA corporation is authorized to transact business in Nebraska;

**that no occupation taxes due from and assessable against the Corporation are
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the
Corporation to the Secretary of State has become delinquent;**

that a Certificate of Withdrawal has not been filed.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

June 11, 2019

Secretary of State

Verification ID 5d49c10 has been assigned to this document. Go to ne.gov/go/validate to validate authenticity for up to 12 months.

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INFORMATION.

Awards and Recognition

Omnicell has consistently ranked highest among the vendors in our category, and our automated medication dispensing cabinets have earned the top ranking for 13 years in a row.

Because KLAS rankings are based on direct feedback from our customer's health care providers, Omnicell is especially honored by these awards. We take the ongoing KLAS data we receive throughout the year to heart—whether positive or negative—because it inspires us to do even better.

Omnicell's XR2 and IVX Workflow have also received the Vizient Innovative Technology Designated Product Supplier Award for its forward thinking technology.

13 Consecutive Years of KLAS Leadership[†]



Best in KLAS Award – Automated Dispensing Cabinets: 2010 – 2019

KLAS Category Leader Automated Dispensing Cabinets 2006 - 2011**	KLAS Category Leader Medication Carousels 2010 - 2019	KLAS Category Leader Robots (Oral Solids) 2014 - 2019	KLAS Category Leader IV Robots 2018 - 2019
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[†]2019 Best in KLAS, Software & Services, KLAS Enterprises, LLC. All rights reserved. www.KLASresearch.com
^{**}Category discontinued and combined with Best in KLAS Automated Dispensing Cabinets category 2012



Vizient 2018 Innovative Technology Designation - XR2 and IVX Workflow

[†]2018 Vizient Inc. All rights reserved. www.vizientinc.com

Pricing

We are pleased to present State of Nebraska with the attached pricing proposal separately.

Omnicell is recognized as a leading provider of technologically advanced automation that enables healthcare facilities to acquire, manage, dispense, and administer medications and supplies more effectively. Our unique business model—which includes an upgradeable platform and complimentary software upgrades (with a service plan)—not only delivers lowest cost of ownership but also ensures you are equipped with advanced technology over the life of your Omnicell systems.

Health care enterprises are increasingly choosing Omnicell for medication and supply automation solutions. Four out of five days another health care facility selects an Omnicell system.

Our customers recognize that Omnicell leads the way in delivering workflow innovations that others often only promise—or lag behind in delivering. With Omnicell, health care providers are better equipped to meet the challenges of the new health care transformation underway.

We believe that's why our automated medication dispensing cabinets have earned the top KLAS ranking every year since 2006. In addition, many of our central pharmacy automation systems consistently receive KLAS Category Leader awards.

We are eager to put our proven solutions to work for you and demonstrate the value outlined in this proposal.

Solution Overview

XT Medication Dispensing Cabinets

Rising medication costs, growing concerns around patient safety, and increased pressure on your staff are part of the evolving healthcare landscape. It's increasingly important with these changes and pressures to support safe and accurate medication delivery to your patients. Omnicell has been the leader in Automated Dispensing Cabinets for the past 12 consecutive years. The Omnicell XT Automated Dispensing Cabinet features a revolutionary design with modern new hardware technology and smart features that bring improvements in workflow efficiency, medication accountability and patient safety and offer a high degree of flexibility:

Efficient

More easily optimize inventory, minimize stock outs, and reduce missing doses with smart drawer designs and 50% more capacity compared with similar units on the market.

Safe

More securely store medications with durable metal locking lid drawers, and prevent medication mix-ups with the integrated Medication Label Printer. Integration with Omnicell Analytics supports efficient diversion prevention.

Flexible

Easily expand the system as your needs change—switch shelves to drawers or the new Controlled Substance Dispenser, and take advantage of future innovations enabled by the modern Starbus electronics architecture.



Omnicell XT Series Automated Dispensing Cabinets

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Attachments

Section II through VI Terms & Conditions

Business Requirement Matrix

Technical Requirement Matrix – Under separate cover

State Cost Proposal – Under separate cover

Omnicell Unity XT Architecture Diagram - Included with Technical Requirements

Legal Notices

Omnicell, Inc. (herein referred to as the "Vendor"), submits its response to your Request for Proposal dated June 19, 2019 and agrees to supply and furnish to you information as requested in said RFP.

Notwithstanding any provision to the contrary, State of Nebraska hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Thank you for the opportunity to participate in your bid proposal process.

Omnicell, Inc.

OMNICELL, ANESTHESIA TT, DECISIONCENTER, FLEXBIN, MEDGUARD, OMNIBUYER, OMNICENTER, OMNIEVOLVE, OMNIGATE, OMNILINKRX, OMNIRX, OMNISUPPLIER, OPEN TOUCH, OPTIFLEX, SAFETYMED, SAFETYPAK, SAFETYSTOCK, SECUREVAULT, SINGLEPOINTE, SURE-MED, TOUCH & GO, VCOMMANDER, VDIRECTOR, VMANAGER, VSUITE, WORKFLOWRX, and the OMNICELL design mark are trademarks or registered trademarks of Omnicell, Inc. in the United States and internationally.

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Terms and Conditions

PERTAINING TO THIS REQUEST FOR PROPOSAL (RFP)

Disclaimer

Omnnicell, Inc. has responded to this RFP to the best of its ability and disclaims all warranties and representations with respect to accuracy and completeness of the responses contained herein due to the varied interpretations that can be applied to each question. Omnicell reserves the right to modify, if necessary, any errors to, or omissions of, information provided herein. All warranties provided are based solely on the extensive documentation provided and the RFP responses do not nor are they intended to alter the terms or information contained in our product documentation. Omnicell will not be liable for any damages in connection with or arising out of reliance on the responses contained in this RFP.

Terms & Conditions

Omnnicell hardware, software and services are covered by the terms and conditions of the mutually negotiated terms and conditions as based upon the form of agreement as provided to you within the response. If Omnicell's proposal is accepted, such acceptance will require that, if needed, specific exceptions to standard Omnicell agreement terms and conditions can be, at that time, mutually negotiated by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Non-Disclosure

By receiving this response to your RFP, you acknowledge that the material and information provided in such response may contain confidential or proprietary information. Therefore, you agree to hold such material and information in confidence, to be used only for the purpose of evaluating the response to your RFP and may only be released to those persons requiring access to this information for such purposes. Confidential Information does not include information, technical data or know-how that is: (a) already in your possession; (b) (or becomes) part of the public knowledge by means other than breach of agreement; (c) approved for release by Omnicell; or (d) otherwise part of the public record and subject to disclosure by applicable law.

Modifications to this Request for Proposal

Omnnicell has responded to your RFP based on technical information provided by you and any responses regarding performance of hardware or software are dependent upon the nature and scope of such technical information. As Omnicell receives additional technical information regarding your site(s), the RFP responses are subject to modification by us. Such modifications may result in an increase in Omnicell's pricing proposal to reflect such amendment to the RFP.

Section II Terms & Conditions

I. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is being to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

GENERAL TERMS AND CONDITIONS*

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

GENERAL TERMS AND CONDITIONS*
F. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or

GENERAL TERMS AND CONDITIONS*

longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

1. GENERAL

I. The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors,

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consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

II.

2. INTELLECTUAL PROPERTY

III. The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

IV.

V. If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

VI.

3. PERSONNEL

VII. The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

VIII.

4. SELF-INSURANCE

IX. The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

X.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

XI.

L. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

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M. RETAINAGE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The State will withhold ten percent (10%) of each payment due as retainage. The annual retainage amount will be payable upon successful performance of the contract year and notification from DHHS. The Contractor will invoice annually the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

N. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

P. FORCE MAJEURE

GENERAL TERMS AND CONDITIONS*

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

R. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

S. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

GENERAL TERMS AND CONDITIONS*

T. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. in the event funding is no longer available.

1).

U. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

GENERAL TERMS AND CONDITIONS*

XII.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

GENERAL TERMS AND CONDITIONS*
II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

GENERAL TERMS AND CONDITIONS*

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
XIII.
XIV. The completed United States Attestation Form should be submitted with the RFP response.
XV.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
XVI.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
XVII.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

GENERAL TERMS AND CONDITIONS*

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
 2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
 3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.
- The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

GENERAL TERMS AND CONDITIONS*

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

XVIII. The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

XIX.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

XX. The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

XXI.

XXII. The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

XXIII.

GENERAL TERMS AND CONDITIONS*

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

XXIV. If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

XXV.

GENERAL TERMS AND CONDITIONS*

3. EVIDENCE OF COVERAGE

XXVI. The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

XXVII.

XXVIII. Department of Health and Human Services

XXIX. Attn: Regional Center Business Manager

XXX. P.O. Box 94949

XXXI. Lincoln, Nebraska, 68509-4949

XXXII.

XXXIII. These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

XXXIV.

XXXV. Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

XXXVI.

4. DEVIATIONS

XXXVII. The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

GENERAL TERMS AND CONDITIONS*

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

GENERAL TERMS AND CONDITIONS*
J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

Contractor's personnel will abide by using agency and facility location requirements, including personnel carrying proper identification upon their person. All personnel shall comply with DHHS policy related to security.

Contraband shall not be introduced into any state facility; such items include, but are not limited to firearms, ammunition, drugs, tobacco, alcohol, etc. All personnel may be subject to search upon entering and exiting facility grounds.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-2011.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards

GENERAL TERMS AND CONDITIONS*

to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

P. THIRD PARTY AGREEMENTS

Acknowledge
Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The State will not sign any Third Party Agreements from Banking or Financial Institutions regarding the leasing of the Automated Pharmacy Dispensing Machines. All leasing must go through the Contractor.

GENERAL TERMS AND CONDITIONS*

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted to the LRC Business Office. Contact information will be provided to the awarded Contractor. Invoices shall be separated by facility and include at a minimum the machine model number and quantity and where located. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

GENERAL TERMS AND CONDITIONS*

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The State does not issue payment prior to receipt of goods or services. State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		DE	Notwithstanding any provision to the contrary, customer hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor

GENERAL TERMS AND CONDITIONS*

shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one percent (1%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



MASTER AGREEMENT

This **MASTER AGREEMENT**, dated as of June 17, 2019 (the "**Effective Date**"), is made and entered into by and between Omnicell, Inc., a Delaware corporation, and its assigns and wholly owned subsidiaries, as applicable, having a business address of 590 E. Middlefield Road, Mountain View, CA 94043 (collectively, "**Omnicell**") and Nebraska Department of Health, a Nebraska corporation, having a business address of 301 Centennial Mall South, Lincoln, NE 68509 ("**Customer**") (each individually, a "**Party**," and collectively, the "**Parties**") and includes the General Terms and Conditions and all Schedules, Attachments and Exhibits attached hereto as indicated by an 'X' marked in a box to the left of the appropriate Schedules, Attachments and/or Exhibits as specified below (collectively, the "**Agreement**").

- General Terms and Conditions**
- Schedule A** Pricing Supplement
- Schedule B** Financing Schedule for Lease Transactions Only
- Schedule C** Software License Schedule
- Schedule D** Support Services Schedule for Omnicell branded Delivered Products
- Schedule D-2** Reserved
- Schedule D-3** Reserved
- Schedule E** Tax Schedule
- Schedule F** Professional Services Schedule
- Schedule G** Reserved
- Schedule H** Reserved
- Schedule I** Reserved
- Schedule J** Reserved
- Schedule K** Reserved
- Schedule L** Reserved

Each Party acknowledges that it has read the terms and conditions set forth in this Agreement and all schedules, attachments, exhibits, and addenda hereto, understands all terms and conditions, and agrees to be bound thereby. This Agreement is an integrated, final, complete, and exclusive statement of the Parties' understandings with respect to the subject matter hereof. This Agreement supersedes all previous agreements, intentions, or representations, oral or written, relating hereto. This Agreement may be modified only by a written amendment signed by a duly authorized representative of each Party, and not by course of performance. **No additional or contradictory terms and conditions included on any Customer purchase order (whether offered during the initial transaction or future transactions) shall operate as an amendment to this Agreement, and shall have no force and effect, even if such terms and conditions expressly state that they are intended to supersede the terms of this Agreement, Omnicell is required to countersign the purchase order, and/or Omnicell fails to object to such terms and conditions.**

By signing this Agreement, each signatory represents that he or she has the authority to bind his or her respective Party to this Agreement.

Accepted:

OMNICELL, INC.	NEBRASKA DEPARTMENT OF HEALTH
Signature	Signature
Print Name:	Print Name:
Title:	Title:



GENERAL TERMS AND CONDITIONS

All defined terms are capitalized herein and defined in Section 11 of the General Terms and Conditions

1. ESTABLISHING AND DELIVERING THE ORDER.

1.1 Ordering Terms and Conditions. Once Customer has identified a particular Omnicell quote as the Customer-approved quote for an order, Omnicell will convert such quote for Customer acknowledgement into the form of a Pricing Supplement substantially in the form provided by an Omnicell representative and incorporated into this Agreement as Schedule A. Such Pricing Supplement is intended to define a separate contract particular to that order, incorporating by reference the terms and conditions of the applicable portions of this Agreement. A Pricing Supplement may also contain other terms or conditions, mutually agreed upon by Customer and Omnicell that apply specifically to that particular order but are not directly covered by this Agreement. In the event of a conflict between a Pricing Supplement and this Agreement, the terms of the Pricing Supplement will take precedence. Once the Pricing Supplement is authorized by Customer, Customer shall provide to Omnicell and/or its subsidiary the executed Pricing Supplement and a written purchase order for the applicable transaction evidencing the Customer's internal authorization of funds required to complete the order ("**Purchase Order**"). Customer agrees that each Pricing Supplement will be signed by a representative having the authority to bind Customer and that Omnicell may presume that such representative has such authority.

Order Acceptance. A binding order is created when Omnicell accepts and executes the Customer-executed Pricing Supplement matched with a Customer Purchase Order. Upon acceptance and execution of the applicable Pricing Supplement, Omnicell agrees to deliver the Delivered Products in accordance with the terms of this Agreement and the applicable Pricing Supplement.

1.3 Payment Terms and Late Fees. Customer agrees to pay, when due, all Scheduled Payments. Unless otherwise expressly stated in an applicable Pricing Supplement, all amounts due under this Agreement will be invoiced to Customer upon shipment of the Delivered Products, and will be due and payable by Customer thirty (30) days after the date of such invoice. Any amounts due under this Agreement not received by Omnicell within fifteen (15) days of the due date will be subject to (a) a late fee of one and one half percent (1 1/2%) per month, or the maximum charge permitted by law, whichever is less, and (b) a service charge of five percent (5%) of the amounts overdue.

1.4 Taxes. Unless Customer is tax exempt from the applicable tax, has completed Schedule E and provided Omnicell with Customer's tax exempt certificate as described below, Customer will pay all taxes, duties, levies, tariffs or similar charges of any kind (including sales, use, property, withholding or value added taxes) imposed by any federal, state, local, or other governmental entity for products or services provided under this Agreement, excluding only taxes based solely on Omnicell's net income (collectively, "**Taxes**"). Customer agrees to pay any invoices for Taxes in a timely manner.

To the extent Customer is exempt from any Taxes imposed for Delivered Products or Support Services provided under this Agreement, then Customer agrees to complete and provide to Omnicell the Tax Document set forth in Schedule E, to identify specifically the Taxes from which Customer is exempt and to provide Omnicell with the governmental certificate evidencing such exemption. Should Customer's tax-exempt status change during the Term, then the previous paragraph will apply from the date Customer's change in tax status becomes effective.

1.5 Insurance. Until the Purchase Price or all Monthly Lease Payments, as applicable, for a unit of the Delivered Products are paid in full, Customer agrees, at its own cost and expense, to (a) keep such Delivered Product fully insured against loss; and (b) provide Omnicell, at Omnicell's option, certificates or other evidence of such insurance reasonably acceptable to Omnicell.

2. DELIVERY. Omnicell will use commercially reasonable efforts to ship the Delivered Products to Customer's installation site pursuant to a schedule to be mutually determined by Customer and Omnicell within the Project Plan as is defined in Section 3.2 below. Unless otherwise stated on an applicable Pricing Supplement, Customer acknowledges that it shall accept delivery of such Delivered Products within twelve (12) months of providing Omnicell with an executed Pricing Supplement for such Delivered Products. Unless otherwise stated in a Pricing Supplement, all shipments are FOB Destination, provided however; shipping and freight will be arranged and invoiced by Omnicell but paid by Customer. Omnicell agrees to assume and bear the entire risk of casualty or damage to the Delivered Products from any cause whatsoever from the date of shipment of a Delivered Product from Omnicell's dock to Customer's premises. Customer agrees to assume and bear the entire risk of casualty or damage to the Delivered Products from any cause whatsoever from the date of delivery acceptance at Customer's premises. No casualty or damage, after such delivery, will relieve Customer from the obligation to make Scheduled Payments or to comply with any other obligations under this Agreement. Customer's acceptance of delivery of any Delivered Product hereunder will be deemed Customer's acknowledgement that (a) all of the Delivered Products listed in the applicable Purchase Order have been received, and (b) such Delivered Products show no obvious signs of physical damage. **Customer's acceptance of delivery does not constitute or imply Customer's acceptance of installation or that the Delivered Products are in working order.**

3. INSTALLATION AND ACCEPTANCE.

3.1 Omnicell's Installation Obligations. Omnicell agrees to install the Delivered Products identified in a Pricing Supplement at the quoted amounts set forth in such Pricing Supplement. Omnicell further agrees to work with Customer to enter into a mutually agreeable Project Plan (as is defined in Section 3.2 below) to ensure proper scheduling, installation and implementation of such Delivered Products. Omnicell will make commercially reasonable efforts to complete the installation of such Delivered Products in a timely manner in accordance with the Project Plan.



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For Aesynt branded Delivered Products, Omnicell and Customer will comply with Omnicell's written implementation methodology as contained in the implementation guide, as may reasonably be modified from time to time and is incorporated herein by reference. Customer is responsible for any travel and living expenses. Omnicell shall provide training for Aesynt branded Delivered Products in accordance with the implementation guide. Customer agrees to prepare the Customer's facility in accordance with any applicable Site Requirements prior to delivery and installation of the Aesynt branded Delivered Products. If Customer fails to comply or delays in complying with its obligations set forth in Section 3.2, the implementation guide, or changes the scope of services contemplated thereunder, then Customer will be responsible for any additional costs and expenses Omnicell incurs as a result of this failure or delay or change in scope of services.

3.2 Customer's Installation Commitments. Customer agrees to participate (and make available for participation) all appropriate departmental representatives from Customer's pharmacy or material management (as applicable), nursing, education, information technology (IT), construction and maintenance organizations in a pre-implementation meeting, at a time and location mutually acceptable to Omnicell and Customer, during which the Parties will mutually agree upon an implementation project plan and schedule (the "Project Plan") to be reasonably adjusted by mutual agreement of the Parties as conditions might change during the installation process.

3.3 Installation Acceptance. When each Delivered Product is successfully installed and is, in all material respects, up and running in accordance with its Functional Specifications, Customer agrees to promptly sign an acknowledgement form confirming the foregoing. In order to facilitate Customer's signature on an acknowledgement form, Omnicell agrees to conduct a demonstration showing that the Delivered Product functions as set forth in the previous sentence. If Omnicell conducts such demonstration successfully, and within ten (10) days thereafter Customer does not either: (a) sign and return to Omnicell the acknowledgement form, or (b) provide Omnicell with written notice detailing the material nonconformities between the Delivered Products and the applicable Functional Specifications, then the Delivered Product will be deemed accepted by Customer. The foregoing does not limit Omnicell's other obligations to Customer, or Customer's other rights and remedies, as set forth in this Agreement.

3.4 Customer Provided Products. Customer will be solely responsible for procuring, purchasing, installing, and maintaining all equipment, telephone lines, communications interfaces, Customer operating systems or support software and other hardware necessary to operate the Delivered Products, as more fully described in the applicable Project Plan. All such Customer-provided equipment and software must meet Omnicell's specifications in order to facilitate the operation of Delivered Products.

4. TRAINING. Through a subscription training program, Omnicell will provide training in the system management and use of the Delivered Products at Omnicell's designated training facility to Customer's employees (except as otherwise provided in a Pricing Supplement) selected by Customer who are qualified to act as system administrators ("System Administrator"). Such training will be provided at the rates set

forth in the Pricing Supplement. The System Administrator is responsible for (a) administering and managing the performance of the Delivered Products, including maintaining the files and monitoring the performance of the Delivered Products; (b) reviewing and evaluating all end-user requests for service and (c) informing Omnicell of any problems that the System Administrator cannot resolve. Travel and other related expenses for System Administrator training will be the responsibility of Customer. During the installation process, Omnicell will also provide reasonable end-user training (on a "train-the-trainer" basis) for each location of Delivered Products, at the rates set forth in the applicable Pricing Supplement to the extent charges are applicable for training for those Delivered Products.

5. SUPPORT SERVICES. So long as Customer has selected a Support Services Plan and is current with the payment of the applicable Monthly Support Fee, Omnicell agrees to provide Support Services pursuant to the Support Services terms and conditions more fully provided for within the applicable Schedule D et al., Support Services Schedule(s), such that the Delivered Products materially conform to the applicable Functional Specifications. As such and during the Service Term, Omnicell will make adjustments to and replace component parts of the Delivered Products, as Omnicell reasonably deems necessary. If Omnicell is unable to repair an item of Delivered Products, Omnicell will replace it at Omnicell's discretion as is more fully described in the applicable Schedule D et al., terms and conditions.

6. TERM AND TERMINATION.

6.1 Term. This Agreement will become effective on the Effective Date and will continue in full force and effect unless otherwise terminated as provided herein (the "Term"). Without limiting the generality of the foregoing, the term of any Pricing Supplement will be as set forth in such Pricing Supplement. Except as stated otherwise in a Schedule, attachment and/or exhibit to this Agreement, individual Schedules, attachments and/or exhibits to this Agreement may be terminated in accordance with this Section 6; provided, however, in no event will these General Terms and Conditions ever terminate while any Pricing Supplement, Schedule, attachment and/or exhibit remains in effect.

6.2 Termination for Cause. Either Party (except for Customer with respect to Section 6.2(a) below) may, by written notice to the other Party, terminate this Agreement if any of the following events occur ("Termination Events"):

(a) Customer fails to pay to Omnicell any Scheduled Payments within fifteen (15) days after Omnicell provides Customer written notice of such non-payment; or

(b) A Party is in material breach of any non-monetary term, condition or provision of this Agreement, which breach is not cured within thirty (30) days after the non-breaching Party gives the breaching Party written notice of such breach.

6.3 Effect of Termination. Upon termination of this Agreement for any reason, Customer will immediately discontinue use of the Licensed Software, Support Services, Documentation and Omnicell Confidential Information, and, within ten (10) days of such termination, certify in writing to



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Omnicell that any and all copies, extracts or derivatives of the Licensed Software, Documentation and Omnicell Confidential Information, in whole or in part, in any form, have either been returned to Omnicell or destroyed in accordance with Omnicell's specific instructions.

6.4 Return of Delivered Products. Upon termination of this Agreement or expiration of an applicable Pricing Supplement, Customer shall return all Financed Products as well as all Licensed Software, including but not limited to the Aesynt Enterprise Medication Manager™ ("EMM") Licensed Software, server and any accompanying hardware purchased through subscription. All shipment fees associated with the return of such Delivered Products to Omnicell shall be borne by Customer. Omnicell shall have the right to inspect Customer's equipment to confirm that all such aforementioned Delivered Products and copies of the Licensed Software have been removed. If it is determined that the Licensed Software has not been satisfactorily removed, Omnicell will have the right to remove the Licensed Software. Additionally, Customer shall immediately relinquish any and all rights it may have to such Licensed Software.

6.5 Survival. Notwithstanding any termination of this Agreement, General Terms and Conditions Sections 1.3 (Payment Terms and Late Fees), 1.4 (Taxes), 1.5 (Insurance) (for the period set forth therein), 6.3 (Effect of Termination), 6.5 (Survival), 7.3 (Warranty Disclaimer), 9 (Limitation of Liability), 10 (General), and 11 (Definitions); Schedule B Sections 5 (Unconditional Payment Obligation For Monthly Lease Payments), 7 (Return of Delivered Products), 8 (Insurance and Other Assurances) (for the period set forth therein) and 9 (Remedies); Schedule C Sections 2 (Title), 3 (Restrictions), 4 (Ownership of Developments to Omnicell's Licensed Software), 5 (Licensed Software Audit), and 7 (U.S. Government Licenses); and Schedule F Sections 2 (Professional Services Fees and Expenses), 3 (Intellectual Property Rights), 4.3 (Warranty Disclaimer), 5 (Third Party Claim Indemnification for Customer's Medical Decisions), 6 (No Restrictions on Professional Service Offerings), 7 (Effect of Termination; Payment Upon Termination), and 8 (General Definitions) will, to the fullest extent of the law, survive termination of this Agreement indefinitely. All other rights and licenses granted hereunder will cease upon termination.

7. LIMITED RIGHTS; WARRANTY AND DISCLAIMER.

7.1 Limited Rights. Customer's rights in the Licensed Software and related intellectual property will be limited to those rights expressly granted in this Agreement. Omnicell reserves all Intellectual Property Rights (as that term is defined in Section 11, Definitions) and any other rights and licenses in and to the Delivered Products and Licensed Software not expressly granted to Customer hereunder. All changes, modifications or improvements made or developed with regard to the Delivered Products and Licensed Software by Omnicell, whether or not made or developed at Customer's request, will be and remain the property of Omnicell.

7.2 Warranty. In the event that the media on which any Licensed Software is embodied contains material defects, Omnicell will replace such media. This will be Omnicell's sole and exclusive obligation with respect to such warranty for the Licensed Software.

7.3 Warranty Disclaimer. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OMNICELL SPECIFICALLY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR TITLE. THIS WARRANTY GRANTED HEREIN DOES NOT COVER ANY PRODUCT THAT CUSTOMER MAY USE, CREATE OR INSTALL THAT IS NOT PROVIDED BY OMNICELL.

IN ADDITION, OMNICELL MAKES NO REPRESENTATIONS AND WARRANTIES ABOUT THE IMPACT OF CUSTOMER'S USE OF THE DELIVERED PRODUCTS OR CUSTOMER'S USE OF OTHER MEDICAL DEVICES OR EQUIPMENT. THE USE OF THE DELIVERED PRODUCTS AND THE CLINICAL INFORMATION CONTAINED THEREIN IS INTENDED TO SERVE AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHOULD NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE IN ANY GIVEN PATIENT. EXCEPT AS OTHERWISE EXPLICITLY STATED IN THIS AGREEMENT, IN NO EVENT WILL OMNICELL BE LIABLE FOR ANY DAMAGES ASSOCIATED WITH CUSTOMER'S USE OF THE DELIVERED PRODUCTS OR CUSTOMER'S USE OF OTHER MEDICAL DEVICES OR EQUIPMENT.

FURTHERMORE, CERTAIN DELIVERED PRODUCTS AND SUPPORT SERVICES PROVIDED BY OMNICELL MAY UTILIZE THE INTERNET. OMNICELL DOES NOT WARRANT THAT SUCH DELIVERED PRODUCTS OR SUPPORT SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. OMNICELL DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM DELIVERED PRODUCTS OR CUSTOMER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, OMNICELL DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE ABOVE EVENTS.

8. INDEMNIFICATION.

8.1 Infringement.

(a) **Indemnification.** Omnicell will defend or, at its sole option, settle, any third party claim(s) brought against Customer relating to infringement of any United States trademark, copyright or trade secret by the Delivered Product as installed, and indemnify Customer against all damages and costs finally awarded against Customer under any such claim or action by a court of final jurisdiction. Omnicell may, at its sole option and expense, either: (i) procure for Customer the right to use the infringing Delivered Product as provided herein; (ii) replace the infringing Delivered Product with a non-infringing product; (iii) modify the infringing Delivered Product so that it is



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not infringing; or, if options (i)-(iii) are not commercially reasonable, then (iv) demand return of the infringing Delivered Product, refund the remaining value of fees associated with such Delivered Product to Customer (as amortized over a one hundred twenty (120) month life) and terminate this Agreement. Upon exercise of option (iv) in the previous sentence, Omnicell will have no further obligations or liability to Customer with respect to the subject of this Section 8.1 for the infringing Delivered Product in question. Except as specified in this paragraph, Omnicell will not be liable for any costs or expenses incurred without its prior written consent.

(b) Exceptions. The foregoing indemnity obligations will not apply to the extent the infringement arises as a result of (i) modifications to the Delivered Product made by any party other than Omnicell or Omnicell's authorized representative, (ii) use of other than the most current version of the Delivered Products generally made available by Omnicell to Customer, (iii) the combination or use of the Delivered Product with materials, products, system, software or equipment not furnished by Omnicell, (iv) use of the Delivered Product not in accordance with the applicable Documentation, or (v) use of the Delivered Product outside the scope of this Agreement.

(c) THE FOREGOING STATES OMNICELL'S SOLE AND EXCLUSIVE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

8.2 Third Party Claim Indemnification By Omnicell.

Omnicell hereby agrees to indemnify, defend and hold harmless Customer and its successors, assigns, agents and employees against any and all third-party liabilities, losses, damages, costs, claims and expenses (including reasonable attorney fees) relating to personal injury or property damage to the extent arising as a direct result of (a) the gross negligent acts or intentional misconduct of Omnicell's employees or agents during the installation of the Delivered Products or provision of Support Services; or (b) the negligent design or manufacture of the Delivered Products, except for claims that arise where there is also any intervening action or conduct by Customer or personnel controlled by Customer ("**Intervening Conduct**") between the negligence of Omnicell and the personal injury or property damage. By way of illustration and not limitation, Intervening Conduct includes any action or conduct on the part of Customer's staff or contractors in administering medication to a patient of Customer, notwithstanding the fact that the medication may have been stored within and/or dispensed from the Delivered Products. For the purposes of this provision, Customer acknowledges Intervening Conduct on the part of Customer or its staff or contractors includes, without limitation, any failure to follow hospital protocols relating to the administering of medication to patients.

8.3 Third Party Claim Indemnification By Customer: Indemnification for Return of Delivered Products.

Customer hereby agrees to indemnify, defend and hold harmless Omnicell and its successors, assigns, agents and employees against any and all third party liabilities, losses, damages, costs, claims and expenses (including reasonable attorney fees) arising out of the possession or control of the Delivered Products or any set of circumstances whereby there is any Intervening Conduct between any negligence of Omnicell and the stated liability claim, including, claims arising in contract or tort, except for

claims resulting from Omnicell's intentional misconduct, or claims for infringement as described in Section 8.1 (Infringement). Furthermore, with respect to any and all Delivered Products returned from Customer to Omnicell, all such Delivered Products must be returned free and clear of any drugs, controlled substances, devices, or other medical products, and customer will certify to the foregoing. Customer will indemnify Omnicell against any violation of any applicable laws covering shipment of any and all controlled substances or other third party claims arising from Customer's breach of this obligation.

8.4 Indemnification Process. Each Party seeking indemnification pursuant to this Section 8 shall take reasonable steps to mitigate any potential expenses and shall provide the indemnifying Party with (a) prompt written notice of any such claim or action; (b) the sole control and authority over the defense or settlement of such claim or action (provided the indemnified Party is not required to make any admissions or ongoing commitments without prior authorization); and (c) proper and full information and assistance to settle and/or defend any such claim or action. The indemnified Party will retain the right to employ separate counsel and participate in the defense at its own expense; provided that the indemnifying Party shall control the defense.

9. LIMITATION OF LIABILITY. EXCEPT IN CONNECTION WITH A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 10.1 (CONFIDENTIALITY) BELOW, OR A BREACH OF THE SCOPE OF THE LICENSES GRANTED IN SCHEDULE C (SOFTWARE LICENSE SCHEDULE) ATTACHED HERETO, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION REGARDLESS WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OMNICELL'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE EXCEED THE AMOUNT OF PAYMENTS ACTUALLY PAID BY CUSTOMER TO OMNICELL HEREUNDER. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

10. GENERAL.

10.1 Confidentiality.

(a) Protection of Confidential Information.

Each Party will retain the other Party's Confidential Information in the strictest confidence and will not disclose such Confidential Information to any person, third party, contractor, agent, assign, company, machine, or other person or entity without the other Party's prior express written consent. Notwithstanding the foregoing, each Party may disclose the other Party's Confidential Information to: (i) any of its directors, officers and employees, or (ii) to legal counsel, auditors and any other



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consultants; provided that the recipient(s) (a) has a need to use the information, (b) has been advised of the confidential nature of the information, and (c) is under an obligation of confidentiality that is at least as protective of the disclosing party as the confidentiality obligations contained herein and an obligation to use the information solely to assist the Party it represents in performing its obligations under or realizing the benefits contemplated for such Party under this Agreement.

(b) Restricted Use. Each Party agrees to:

(i) use the Confidential Information only for the purposes of this Agreement and as expressly permitted by this Agreement;

(ii) not make copies of or store Confidential Information or any part thereof except as expressly permitted by this Agreement; and

(iii) reproduce and maintain on any copies of any Confidential Information such proprietary legends or notices (whether of disclosing Party or a third party) as are contained in or on the original or as the disclosing Party may otherwise reasonably request.

(c) Required Disclosure. Nothing in this Agreement will prohibit either Party from disclosing Confidential Information if legally required to do so by law, judicial or governmental order, provided that the disclosing Party will give the other Party prompt notice of such requirement prior to disclosure and cooperate with the other Party in the event that the other Party elects to contest such disclosure or seek a protective order at the other Party's sole expense with respect thereto.

10.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing to the address set forth on the cover page of this Agreement and must be: (a) delivered in person; or (b) sent by first-class registered mail, or air mail, as appropriate; or (c) sent by overnight air courier, in each case delivery costs prepaid and properly posted to the address indicated on the first page of this Agreement. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) business day after delivery to an overnight air courier service.

10.3 Assignment. Customer will not effect, or attempt to effect, any assignment (by operation of law or otherwise), sale, transfer, sublease or sublicense of this Agreement or the Delivered Products, without Omnicell's prior written consent, which consent will not be unreasonably withheld; provided, however, that Omnicell may withhold its consent to a proposed assignment, in its sole discretion, if such assignment is to an Omnicell competitor or involves Delivered Products that are financed pursuant to Schedule B, Financing Schedule, attached hereto. Any assignment or attempted assignment in violation of the foregoing shall be null and void.

10.4 Independent Contractors. The relationship of Omnicell and Customer established in this Agreement is that of independent contractors and nothing contained in this Agreement will be construed or implied to the contrary.

10.5 No Intended Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations or liabilities whatsoever.

10.6 No Waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement will not be deemed to be a waiver of the right of either Party thereafter to enforce any such provisions. No waiver, amendment or variation to this Agreement will be valid unless in writing and signed by both Parties.

10.7 Force Majeure. Non-performance of either Party will be excused to the extent that performance is rendered impossible by strike, fire, terrorism, war, flood, governmental acts or orders or restrictions, or act of God, or any other reason where failure to perform is beyond the control of the non-performing Party.

10.8 Publicity. The Parties acknowledge that they may desire to use one another's name in press releases, brochures, financial reports and the like. As such, each Party agrees that the other Party may use its name in such a manner after receiving the non-publishing Party's prior written consent, with such consent not to be unreasonably withheld.

10.9 Export Administration. Customer agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and with the U.S. Export Administration Act to assure that any Delivered Product is not exported in violation of United States Law and to comply fully with any other regulations or laws relating to such export or import into another country. Customer will be responsible for any duties, customs charges or other taxes or fees relating to such export.

10.10 Dispute Resolution. Except as provided below, all disputes arising from or relating to this Agreement will be resolved as follows: the senior management of both Parties will promptly meet to attempt to resolve such disputes. If such senior management cannot resolve the dispute within two (2) business days (or other mutually acceptable time frame), either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. Within ten (10) business days after such written notification, the Parties agree to meet for one (1) day with an impartial mediator (mutually and reasonably agreeable by the Parties) and consider in good faith dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within twenty (20) business days after the written demand for formal dispute resolution, either party may begin litigation proceedings. This provision will not preclude either Party from seeking equitable relief to protect its interests, including seeking preliminary and permanent injunctive relief, as well as money damages, in any dispute involving its Confidential Information or Intellectual Property Rights.

10.11 Governing Law. This Agreement will be governed in accordance with the laws of the State of California, without reference to conflict of laws principles that would require the application of the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. To the extent permissible by law, the Uniform Computer Information Transaction Act will also not apply to this Agreement.



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10.12 Severability. In the event that any provision of this Agreement is for any reason held to be unenforceable, null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be construed so as to render it enforceable and effective to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10.13 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory will be bound until both the parties named below have duly executed or caused to be duly executed a counterpart. Executed copies may be delivered through facsimile or other electronic transmission and such copy will be accepted as an original.

10.14 Entire Agreement. This is an integrated Agreement and all attachments, exhibits and schedules agreed to by the Parties are incorporated herein by reference, are an integral part of the Agreement, will be read and interpreted together with the General Terms and Conditions as a single document and constitute the entire, final, complete and exclusive agreement between the Parties and supersede all previous and contemporaneous agreements, intentions, negotiations, discussions or understandings, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party. Both Parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments, exhibits and schedules hereto, understand all terms and conditions, and agree to be bound thereby.

11. DEFINITIONS.

11.1 "Annual Support Fee" will mean the annual Support Services fee applicable for the components, elements and units of the Delivered Products (including Licensed Software) as set forth on the applicable Pricing Supplement.

11.2 "Confidential Information" means any information, technical data, or know-how, including the pricing included in any Omnicell document, development, inventions, processes, designs, drawings, formulas, engineering, marketing, finances, financial models, and business plans and the terms of this Agreement that is disclosed by one party to another and is not in any of the categories described in (a)-(c) below. Confidential Information does not include information which (a) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; or (b) prior to or after the time of disclosure becomes part of the public knowledge, not as a result of any inaction or action of the receiving party; or (c) is approved for release by the disclosing party.

11.3 "Delivered Products" means the Financed Products, Purchased Products and/or the Licensed Software and all associated Documentation (together, with all replacement parts which may be provided pursuant to Support Services) which is/are provided to Customer by Omnicell pursuant to an applicable Pricing Supplement.

11.4 "Documentation" means help files and/or instruction manuals regarding the use of the Delivered Products

and/or Support Services generally made available by Omnicell to its customers as delivered with the Delivered Products.

11.5 "Financed Products" means the Licensed Software licensed to Customer, and/or Omnicell hardware which is/are leased to Customer pursuant to this Agreement, as more specifically set forth in a Pricing Supplement for such Financed Products.

11.6 "Functional Specifications" means the operational specifications of the Delivered Products and may be contained in the Documentation. Functional Specifications are incorporated herein by reference, as may be modified from time to time.

11.7 "Intellectual Property Rights" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, moral rights, design rights, mask works (if any), whether registered or unregistered, and including any application for registration of any of the foregoing and all rights or forms of protection of a similar nature of having equivalent or similar effect to any of these, and any other similar rights recognized under the laws of any jurisdiction whatsoever or any international conventions or treaties which may subsist anywhere in the world.

11.8 "Licensed Software" means: (a) the computer programs licensed to Customer in machine executable object code form pursuant to this Agreement, including interfaces, if any, as specifically identified in an applicable Pricing Supplement, and (b) Updates and Upgrades to such software as provided as part of Support Services set forth in Schedule D, Support Services Schedule.

11.9 "Monthly Lease Payment" means the monthly lease payment for each item of Financed Products and installation as set forth on an applicable Pricing Supplement for Financed Products for the number of consecutive months set forth in such Financed Products Pricing Supplement.

11.10 "Monthly Support Fee" will mean the monthly Support Services fee applicable for the components, elements and units of the Delivered Products (including Licensed Software) as set forth on the applicable Pricing Supplement.

11.11 "Purchased Products" means the license of Licensed Software to Customer and/or Omnicell hardware which is/are purchased by Customer pursuant to this Agreement, as more specifically set forth in an applicable Pricing Supplement.

11.12 "Purchase Price" means the payment set forth on the applicable Pricing Supplement for the purchase of the Purchased Products.

11.13 "Scheduled Payments" means all payments set forth on the applicable Pricing Supplement, including Monthly Lease Payments, Annual Support Fees, Monthly Support Fees and Purchase Price, as applicable.

11.14 "Site Requirements" means the preparation requirements for the Customer facility as identified on the Pricing Supplement at which the Aesynt branded Delivered Product will be located which are incorporated herein by reference and are available upon request.



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Supplement and as more fully described in an applicable Schedule D et al., Support Services Schedule(s).

.15 **"Support Services"** means the Support Services as specifically agreed to by the Parties as set forth in a Pricing



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SCHEDULE A

PRICING SUPPLEMENT

(Finalized Quote(s))

Schedule A

This document contains the Confidential Information of Omnicell, Inc.
Use or disclosure of this document without Omnicell's express written consent is prohibited.



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SCHEDULE B

FINANCING SCHEDULE FOR LEASE TRANSACTIONS ONLY

As a service to our customers, Omnicell has entered into contractual relationships with several financing companies that, based on pre-existing knowledge of Omnicell's products and service offerings, are willing to offer Customers financing terms for a term lease (typically 60 months) of Omnicell's Delivered Products. Therefore, agreement by Customer to the following additional terms is a prerequisite to the finance company accepting Customer's lease. Further, notwithstanding any execution of this Agreement or a Pricing Supplement, it is a precondition to Omnicell having any obligations under this Schedule B that Customer receive credit approval from such financing company, including execution by Customer of all of the financing company's documents relating to such financing.

The terms contained in this Schedule B, together with the terms contained in the General Terms and Conditions, will govern the financing of the Financed Products and/or Support Services by Omnicell to Customer. In the event of a conflict between this Schedule B and the General Terms and Conditions, the terms in Schedule B will take precedence.

1. LEASE INITIATION. With respect to the Financed Products and/or financed Support Services, the initial lease term will commence upon Customer's execution of the applicable Financed Products Pricing Supplement and will continue as set forth on such Pricing Supplement (the "Initial Lease Term"). Customer understands that time is of the essence as to its performance. Unless otherwise expressly stated in an applicable Pricing Supplement, the first Monthly Lease Payment and Monthly Support Fee due under this Agreement will be invoiced to Customer upon shipment of the Financed Products and monthly thereafter. Customer agrees to pay all Monthly Lease Payments and Monthly Support Fees in advance and no later than the date designated on the invoice. Invoices that are not disputed in writing within thirty (30) days from the date of invoice may not be contested nor offset by Customer for any reason. Monthly Lease Payments and Monthly Support Fees shall be made at such place as Omnicell may designate in writing.

2. OWNERSHIP OF FINANCED PRODUCTS. Omnicell (or its assignee) is the owner of the Financed Products and will retain at all times title to such Financed Products. No transfer of title to the Financed Products has occurred by virtue of the execution of the applicable Financed Products Pricing Supplement nor will title be transferred to Customer upon expiration of such lease.

3. LOCATION OF FINANCED PRODUCTS. Customer agrees to keep and use the Financed Products only at the delivery address set forth in the Agreement and agrees that such Financed Products will not be removed from that address unless Customer obtains prior written consent from Omnicell to move such Financed Products.

4. NO EARLY TERMINATION. Notwithstanding any provision to the contrary in this Agreement, including the termination for cause provisions set forth in Section 6.2 of the General Terms and Conditions (Termination for Cause), in no event may Customer terminate this Financing Schedule or any applicable Financed Products Pricing Supplement prior to the expiration of the Initial Lease Term.

5. UNCONDITIONAL PAYMENT OBLIGATION FOR MONTHLY LEASE PAYMENTS. THE OBLIGATION TO MAKE MONTHLY LEASE PAYMENTS FOR THE FINANCED PRODUCTS IS ABSOLUTE AND UNCONDITIONAL AND WILL NOT BE SUBJECT TO ANY DISPUTES, CLAIMS, DAMAGES, DEFENSES, COUNTERCLAIMS, OR OFFSETS AGAINST ANY PAYMENTS DUE UNDER ANY AGREEMENTS FOR ANY REASON WHATSOEVER (INCLUDING REMEDIES ARISING FROM

NON-PERFORMANCE BY OMNICELL OR FROM ANY FAILURE OF, OR DAMAGE TO, THE FINANCED PRODUCTS). NOTWITHSTANDING CUSTOMER'S OBLIGATIONS TO MAKE THE MONTHLY LEASE PAYMENTS STATED ABOVE, IF OMNICELL HAS BREACHED ITS OBLIGATIONS TO CUSTOMER UNDER THIS AGREEMENT, CUSTOMER RETAINS ITS RIGHTS IN LAW AND EQUITY TO RECOVER DAMAGES DIRECTLY FROM OMNICELL.

6. END OF LEASE TERM OPTIONS. At the end of the Initial Lease Term for each unit of Financed Products, Customer may choose to: (a) return a given Financed Product to Omnicell, or (b) request a Pricing Supplement for Financed Products from Omnicell and issue a new Purchase Order, in each case extending all provisions of this Agreement related to the financing of the Financed Products.

If Customer fails to notify Omnicell in writing of its selection of one of the previous two options prior to the end of any Initial Lease Term, the applicable Pricing Supplement for Financed Products will automatically convert to a month-to-month finance agreement at the then-current month-to-month finance rates for the affected Financed Products. In case of such conversion to a month-to-month finance agreement, all provisions of this Agreement related to the financing of the Financed Products will remain in full force and effect.

7. RETURN OF DELIVERED PRODUCTS. If Customer decides to return the Financed Products at the end of an applicable lease term, Customer agrees to (a) return the Financed Products to Omnicell promptly and in a condition as good as received, allowing for normal wear and tear, to any place in the continental United States that Omnicell designates; (b) prepay all expenses of crating and shipping by means Omnicell designates and (c) insure the shipment properly. At Omnicell's option, Omnicell agrees to supply Customer with crating and packing materials. Customer agrees to pay Monthly Lease Payments for a given piece of Financed Products for each month (or part thereof) following the expiration of the applicable lease term until such Financed Product is returned.

8. INSURANCE AND FURTHER ASSURANCES. In addition to the insurance requirements set forth in Section 1.5 of the General Terms and Conditions (Insurance), until the total Monthly Lease Payments are paid in full Customer agrees, at its own cost and expense to (a) name Omnicell and its assigns as an additional insured on all applicable insurance policies; and (b) have Customer's insurance company notify Omnicell of any



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material changes in coverage during the lease term. Also, Customer agrees to provide such additional documents, instruments and Uniform Commercial Code financing statements as are reasonably requested by Omnicell to assist Omnicell in completing the transactions contemplated by this Financing Schedule, including the applicable Pricing Supplement for Financed Products to protect Omnicell's rights or its assignee's rights to the Financed Products. Customer hereby authorizes Omnicell to file UCC financing statements, amendments and assignments relating to the Financed Products in any location and execute the same as Customer's attorney-in-fact or representative. If Omnicell assigns the Financed Products, Customer agrees to execute such documents as Omnicell may reasonably request confirming Customer's obligations under this Agreement and Customer agrees to make all Monthly Lease Payments and other amounts due under this Agreement directly to the assignee. If it is determined that the Monthly Lease Payments include interest, no such interest will exceed the amount legally allowed.

9. REMEDIES. Notwithstanding and in addition to any provisions set forth in Section 6.3 of the General Terms and Conditions (Effect of Termination), at any time thirty (30) days after Omnicell provides Customer with written notice of its default, Omnicell will have the right to: (a) take immediate possession of the Financed Products without any process of law, enter upon any premises where the Financed Products may be and remove them without notice of Omnicell's intention to do so, without being liable in any action or other proceeding to Customer; (b) at Omnicell's option, sell or re-lease the Financed Products including the Licensed Software at any public or

private sales for cash or on credit and Customer will be liable for the expenses incurred in the repossession, recovery, storage, repair, sale, re-lease, re-licensing and court costs, in addition to any arrears in payment and the balance of the Monthly Lease Payments provided for herein, together with reasonable attorneys fees, less the net proceeds of disposition, if any, of the Financed Products; (c) accelerate all sums payable under this Agreement and any other agreements with Omnicell and require Customer to immediately pay Omnicell all sums that are already due and the discounted value, at the discount rate of six percent (6%) as of the date of default, of all Scheduled Payments that will be due under this Agreement, plus Omnicell's estimate at the time this Agreement was entered into of Omnicell's residual interest in the Financed Products reduced to present value at a discount rate of six percent (6%) as of the date of default, less the net proceeds of disposition, if any, of the Financed Products; and/or (d) exercise any other remedy available to Omnicell at law or equity, notice thereof being expressly waived by Customer. Any sums accelerated under this Section will be due and payable upon notice of acceleration and demand for payment and if not so paid, Omnicell may institute legal proceedings against Customer with Customer being responsible for said sums, court costs, and reasonable attorneys' fees incurred. Omnicell's rights hereunder will be cumulative. Customer agrees that all sums due under the calculations above will become immediately due and payable and are to be construed as liquidated damages rather than a penalty provision. Customer agrees that any delay or failure to enforce Omnicell's rights under this Agreement does not prevent Omnicell from enforcing any rights at a later time.



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SCHEDULE C

SOFTWARE LICENSE SCHEDULE

The terms contained in this Schedule C, together with the terms contained in the General Terms and Conditions, will govern the licensing of the Licensed Software by Omnicell to Customer. In the event of a conflict between this Schedule C and the General Terms and Conditions, the terms in Schedule C will take precedence.

1. LICENSE GRANT. Subject to the terms and conditions of this Agreement (including Customer's obligation to pay to Omnicell any and all amounts when due), Omnicell grants to Customer a limited, nonexclusive, fully paid up, **non-transferable, non-sublicensable license**, in object code form only, to use such Licensed Software for Customer's internal business operations at the designated Customer sites on the Delivered Products within which such Licensed Software is embedded and/or installed by such number of users and during such period of time as set forth on the applicable Pricing Supplement, or, where Omnicell has installed its server software on any Customer-provided servers. In no event will the term of any license to the Licensed Software exceed the period during which Customer owns or leases the applicable Delivered Products hardware (or any Customer-provided servers, if applicable). In no event may Customer (or its agents) use the Licensed Software on or in connection with any products or equipment other than the Delivered Products. In addition, Customer may: (a) use only the number of copies of the Licensed Software as identified in the Pricing Supplement; (b) use the product Documentation only in connection with such use of the Licensed Software; and (c) make only one (1) machine-durable copy of the Licensed Software, which copy may be used only for internal non-production purposes. Customer agrees, at its expense, to keep all such Licensed Software and Documentation related to the Licensed Software in good condition and working order.

2. TITLE. Licensed Software is licensed, not sold. Title to and ownership of the Licensed Software, Documentation and Omnicell Confidential Information, as well as any and all adaptations, modifications or derivative works thereto and any and all Intellectual Property Rights therein or relating thereto, will at all times remain with and vest in Omnicell and its licensors. Nothing in this license shall be interpreted as conveying to Customer any rights in the Licensed Software or Documentation other than those granted in Section 1 above.

3. RESTRICTIONS. Customer agrees that it will not, and that it will not authorize or permit any third party to:

(a) sell, lease, transfer, license or sublicense any or all of the Licensed Software, Documentation and/or Omnicell Confidential Information or otherwise use any Licensed Software for the benefit of any sublicensee or third party;

(b) decompile, disassemble, re-program, analyze, reverse-engineer or create or attempt to create any derivative work or any other software based upon the Licensed Software or Documentation or any portion thereof;

(c) provide, copy, transmit, disclose, divulge, or make available to, or permit use of the Licensed Software or Documentation by any third party or entity or machine (other than as expressly provided for herein); or

(d) use or operate the Licensed Software, Documentation and/or Confidential Information for any other purpose other than as prescribed by the Functional Specifications and only allow competent and duly qualified personnel to use or operate such Licensed Software, Documentation and/or Confidential Information in accordance with all legal requirements and only for Customer's regular business purposes.

4. OWNERSHIP OF DEVELOPMENTS TO OMNICELL'S LICENSED SOFTWARE. Customer irrevocably assigns to Omnicell all of its worldwide right, title and interest in and to any and all derivative works of the Licensed Software and Documentation, as well as any and all any inventions or other subject matter developed relating to the Licensed Software; and all Intellectual Property Rights in or relating to any of the foregoing. Customer agrees to perform all acts reasonably necessary to perfect the foregoing assignment and to enforce and defend the assigned Intellectual Property Rights. If any or all of the foregoing subject matter is not assignable for any reason, then Customer hereby grants to Omnicell a worldwide, perpetual, unrestricted, royalty-free, fully paid up, exclusive license, including the right to grant sublicenses, under all Intellectual Property Rights, to the non-assignable subject matter. If, as a matter of law, any of the foregoing is not assignable or licensable to Omnicell as set forth above, Customer waives the enforcement against Omnicell of any Intellectual Property Rights with respect thereto.

5. LICENSED SOFTWARE AUDIT. For a period of the Term and three (3) years thereafter, or three (3) years from the time of creation of such a book, record or account, whichever is later, Customer will keep accurate books, records and accounts as are reasonably necessary to verify Customer's compliance with this Schedule as it pertains to the use of the Licensed Software, and will, upon reasonable notice, permit Omnicell or its representatives to inspect all such books, records and accounts and to make copies of or extracts from such books. Any on-site audit conducted pursuant to this Agreement will be performed during normal business hours. When available, access to Omnicell Delivered Products for purposes of audit may be gained remotely either by internet access or by dialing into Customer's network. Omnicell and Customer's IT staff hereby agree to cooperate in defining the applicable firewall access authorization requirements. The audit will be performed at Omnicell's expense; provided, that the total cost of such audit will be promptly paid by Customer if such audit reveals an underpayment by Customer of greater than five (5%) percent of the amount payable by Customer to Omnicell. Any unpaid amounts that are discovered will be promptly paid by Customer, together with interest as specified in Section 1.3 of the General Terms and Conditions (Payment Terms and Late Fees). Omnicell will minimize the disruption of Customer's normal business activities to the extent reasonably practicable.



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6. INITIAL INTERFACES. Omnicell agrees to provide to Customer the interfaces (as more fully described below) identified and for the fees set forth on an applicable Pricing Supplement.

(a) **In-bound Interfaces.** Interfaces which are "in-bound" to Omnicell will run on the Omnicell Delivered Products and will receive messages or records from the applicable Hospital Information System ("HIS"), such as ADT/Patient Management, Pharmacy or Materials Management. Omnicell is not responsible for (i) producing and transmitting interface messages or records from the HIS side of an interface; or (ii) development, installation, set-up, or testing of the HIS side of an interface. The Omnicell in-bound interface is only responsible for receiving HIS interface messages or records and processing them on the Delivered Products.

(b) **Out-bound Interfaces.** Interfaces which are "out-bound" from Omnicell will run on the Omnicell Delivered Products and will transmit messages or records to the applicable HIS. Omnicell is not responsible for (i) receiving and processing interface messages or records on the HIS side of an interface; or (ii) development, installation, set-up, or testing of the HIS side of an interface. The Omnicell out-bound interface is only responsible for transmitting HIS interface messages from the Delivered Products to the HIS.

(c) **Interface Specifications.** The format of the interface messages or records, and the communications mechanism will be mutually agreed upon by Omnicell, the HIS vendor and the Customer.

U.S. GOVERNMENT LICENSES. If Customer is acquiring the Licensed Software on behalf of any part of the United States Government, the Government acknowledges that the Licensed Software and accompanying Documentation were developed at private expense and are deemed to be 'commercial computer software' and 'commercial computer software documentation,' respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Licensed Software and/or the accompanying Documentation by the United States Government or any of its agencies is subject to the restrictions set forth in this Agreement and as provided in DFARS provisions: 227.7202-1(a); 227.7202-3(a); 252.227-7013(c)(1)(ii) and FAR provisions: 12.212(a); 52.227-19; 52.227-14, as applicable and will be prohibited except to the extent expressly permitted herein.

8. ARCHIVING AND BACKUP RESPONSIBILITIES. Customer will be solely responsible for "backing up" and archiving its data and data generated by Customer's internal use of the Licensed Software or Delivered Products on a regular

basis in accordance with Customer's internal IT policies and the Omnicell Documentation.

9. DATA. Customer acknowledges and agrees that Omnicell will collect data related to the performance of the Delivered Products for the purposes of aggregation and the creation of a centralized benchmarking mechanism by Omnicell. Omnicell shall own and have the right to use, in any manner and for any purpose, any information gained as a result of Customer's use of the Delivered Products, including without limitation, all written and electronic reports, notes, correspondence, materials, data, benchmark, and other information relating to or arising out of either party's performance of this Agreement (collectively, "Data"). Data shall not include patient specific information, unless specifically de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

10. DE-IDENTIFICATION. Omnicell may de-identify Protected Health Information, as defined in 45 C.F.R. § 160.103, in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and (ii) personally identifiable information (collectively, "De-identified Data") and may use or disclose such De-identified Data unless prohibited by applicable law.

11. VIRTUALIZATION CONSIDERATIONS. To the extent applicable, the Parties agree to comply with the written requirements and recommendations as contained in the Software Virtualization Specification, as may reasonably be modified from time to time, and is incorporated herein by reference. In the event Customer does not comply with such requirements and recommendations, the Aesynt branded Delivered Product Support Services may not apply. Customer shall be responsible for providing VMware infrastructure, including but not limited to, VMware licensing, hosts, and storage as well as individual virtual machine licensing including Microsoft Operating System and SQL Server where applicable. Notwithstanding the foregoing, Customer shall not be required to provide any additional Microsoft Operating System or SQL Server licensing when implementing a Physical to Virtual Conversion unless Customer is adding an additional virtual machine that is not part of the Physical to Virtual Conversion process. If Customer is required to provide Microsoft Operating System and SQL Server licensing, Customer shall be responsible for such costs. In addition, Customer is only permitted one active instance of any virtualized Delivered Product as more specifically defined within the Software Virtualization Specification. Customer may create clones or snapshots of virtual machines purposed for Delivered Products for backup or disaster recovery considerations and in accordance with the Software Virtualization Specification. For clarification, Customer may not locate or relocate any active Omnicell purposed virtual machine onto a public cloud.



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SCHEDULE D

SUPPORT SERVICES SCHEDULE

The terms contained in this Schedule D, together with the terms contained in the General Terms and Conditions, will govern the provision of Support Services by Omnicell to Customer for Delivered Products, the specific components of which are set forth herein and as identified in the Support Services Matrix for the applicable level of Support Services purchased by Customer for a particular Delivered Product as identified on the applicable Pricing Supplement. In the event of a conflict between this Schedule D and the General Terms and Conditions, the terms in this Schedule D will take precedence.

1. SUPPORT SERVICES.

1.1 Scope. Omnicell agrees to provide the support services described herein, as further indicated in the Support Services Matrix, which is attached hereto, for the Omnicell Support Services plan level purchased by Customer (set forth in the relevant Pricing Supplement). Omnicell will use commercially reasonable efforts such that the Delivered Products materially conform to the applicable Functional Specifications.

1.2 Telephone Support. During the Service Term, Omnicell will provide Customer access to Omnicell's telephone hotline. Such access will allow Customer to report system problems and to seek assistance for use of the Delivered Products.

1.3 Remote Software & Interface Diagnostics. During the Service Term, Omnicell and Customer agree to enable those Delivered Products (identified in the Support Services Matrix as allowing Remote Software and Interface Diagnostics availability) and the Customer network such that Omnicell can provide Customer with remote diagnostic and software maintenance services.

1.4 On-Site Support. During the Service Term, when required Omnicell will provide Customer with on-site visits by its support personnel to resolve problems unable to be resolved via Telephone Support or Remote Software & Interface Diagnostics, in accordance with the On-Site Support obligations and standards set forth in the Support Services Matrix for the applicable level of Support Services purchased by Customer for such Delivered Products on an applicable Pricing Supplement.

1.5 Repair/Replacement Parts. If any Delivered Product fails for any reason, Customer agrees to immediately advise Omnicell of the failure, specifying type, serial number and location of the Delivered Product, the nature of the failure and any known cause. Omnicell will make adjustments to and replace component parts of the Delivered Products as Omnicell reasonably deems necessary. If Omnicell is unable to repair an item of Delivered Products, Omnicell will replace such item at Omnicell's discretion. Replacement parts will be furnished to Customer on an exchange basis and in accordance with Omnicell's RMA Policy (available upon request). Customer acknowledges that exchanged parts are the property of Omnicell. In the event, such exchanged parts are not returned within fifteen (15) business days of replacement or repair, Omnicell will have the right to invoice Customer in accordance with Omnicell's US list price for such exchanged part. To the extent that Customer wishes to make any repairs or adjustments to the Delivered Product, such repair or adjustment requires

Omicell's prior written consent on a case-by-case basis, and in all cases, must be performed by an individual specifically trained in the application and repair of the Delivered Products. Parts required hereunder for repairs will be available from Omnicell's parts distribution network and delivered to Customer's site in accordance with the timeframes indicated in the Support Services Matrix for the applicable level of Support Services purchased by Customer, as indicated on the applicable Pricing Supplement.

1.6 Software Updates and Upgrades. During the Service Term, Omnicell will notify Customer if and when Updates and/or Upgrades have become generally available to other similarly situated Omnicell customers. Omnicell will schedule the installation of such Update and/or Upgrade for the applicable Delivered Product at a time mutually agreed upon with Customer. Customer acknowledges and agrees that not all Delivered Products will have Updates and/or Upgrades.

1.7 Uptime Commitment. Customer acknowledges and agrees that not all Delivered Products are subject to an uptime commitment. For any Delivered Product that is subject to an uptime commitment, Omnicell will commit to the cumulative uptime percentage so identified in the Support Services Matrix. Such cumulative up-time percentage will be measured by Omnicell's Support Services department. An uptime report will be provided from the Support Service representative upon Customer's request.

1.8 "Assist and Alliance Plan" Service Plan Levels Only: Additional Omnicell Support Services. For those Delivered Products wherein shared service is an option and are identified as under an "Alliance" or "Assist" Service level plan in the applicable Pricing Supplement, Omnicell will support a Delivered Products maintenance partnership with Customer. The objective of this partnership is to foster an environment that aids Customer in cost-effectively maintaining the Delivered Products with Omnicell's assistance and cooperation and promotes service efficiency. In turn, provided Customer meets its shared obligations, it receives a discount on support fees otherwise associated with "Advantage" service level plans for such Delivered Products. Omnicell's obligations are set forth in Section(s) 1.8(a)-(e) below, and Customer's obligations are set forth in Section 1.8(f) below.

(a) Alliance and Assist Plan Service Fees.

Provided Customer meets and continues to meet its obligations relating to Alliance and Assist Service plan levels set forth herein (including handling first level calls), Customer's Monthly Support Fee indicated on the applicable Pricing Supplement will reflect special pricing adjustments only during such time periods when Customer's obligations under Section 1.8(f) are met. Such

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pricing adjustments will be effective only after designated technicians from Customer's biomedical or IT department, as may be applicable (the "Department") have successfully completed Omnicell's Alliance or Assist Service training.

(b) Service Training. Omnicell will provide certified Alliance Service training for Customer's designated technicians from the Department at Omnicell's corporate training site. Assist Service training for Customer's designated technicians shall be conducted on-site and at the Customer's facility. The training will be designed to allow the Department technicians to troubleshoot and repair hardware issues on the Delivered Products and to provide first response to Customer hardware service calls, as well as additional support to be mutually agreed by the Parties. A certificate of training completion will be provided upon satisfactory completion of the course and demonstrated proficiency by the Department staff. The cost of the class per person, including tuition, books and materials, is set forth in the applicable Pricing Supplement. Customer is responsible for travel to Omnicell's corporate training site and other related expenses incurred by the Department staff in connection with the Alliance Service training. Lists of the specific skills/tasks that will be covered in the Alliance or Assist Services training classes are available upon request.

(c) Product Documentation. Omnicell will provide technical service documentation at the Alliance or Assist Service training sessions. User manuals are included with the Delivered Products upon shipment.

(d) Parts Availability. A reasonable stock of the local service parts and components, as determined by Omnicell, will be maintained by Omnicell on a regional basis. All other parts required by Customer for repairs will be available from Omnicell's parts distribution network and delivered to Customer's site in accordance with the time frames indicated in the Support Services Matrix for the applicable level of Support Services purchased by Customer on the applicable Pricing Supplement. Customer may purchase additional spare parts, components and subassemblies for storage at Customer's site. In accordance with the Support Services Matrix, Omnicell will replace repair parts, components and subassemblies as they are used in the repair of the Delivered Products, provided that Customer follows Omnicell's RMA Policy.

(e) Alliance Escalation / Service Call Protocol. Omnicell telephone and on-site support resources identified in this Section 1.8 are available as set forth in the Support Services Matrix to Customer under Alliance Service levels if no progress has been made in restoring the Delivered Products to normal operation by the Customer after the Department has made reasonable efforts to resolve them. Omnicell will determine the optimal deployment and utilization of these resources. The service protocol will be as follows:

(i) Customer will respond to all hardware related service calls for Support Service.

(ii) In the event Omnicell is contacted directly by the Department, Omnicell will refer the user to the Department to contact the Department directly to provide the specifics of the service requested.

(iii) Omnicell's service personnel will notify the Department when arriving in the Department.

(iv) Omnicell's service engineer will keep the Department updated with current repair status. Upon completion of repairs performed outside the standard work hours, the service engineer will report the status of the Delivered Products to the Department. Service records for such calls will be made available to Customer upon request.

(f) Customer Obligations. For those Delivered Products identified as under an Alliance or Assist Service level plan in the applicable Pricing Supplement, Customer's portions of the shared obligations are set forth below:

(i) Attendance at Alliance or Assist Service Training. Customer agrees to designate at least one member from the Department to attend Omnicell's Alliance or Assist Services training course(s). Alliance or Assist Shared Services training must be successfully completed within ninety (90) days of the installation (or delivery where Omnicell installation is not required) of the Delivered Products or initiation of Support Services.

(ii) Maintain "Certified" Personnel. Customer is responsible for maintaining an adequate staff of qualified Department personnel who have completed and been successfully certified at the Alliance or Assist Services training course, including retraining and/or replacing personnel leaving the Department, to reasonably handle Customer calls and preventive maintenance obligations set forth below.

(iii) First Level Response. Once trained, the Department will be responsible for handling all hardware related first level calls for the Delivered Products, and adhering to the escalation protocols set forth in Section 1.8(e) of this Schedule D. Lists of the specific tasks and responsibilities which the Customer will be expected to handle are available upon request.

2. PROVISION OF SUPPORT SERVICES.

2.1 Level of Effort. Omnicell will use commercially reasonable efforts to provide the Support Services in a professional and workmanlike manner in accordance with industry standards, but Omnicell does not guarantee that every question or problem raised by Customer will be resolved.

2.2 Telephone Support Response Times. All Response Times are during Standard Support Hours only. If Customer is not available, Omnicell will not be liable for adhering to the above Response Times. At no time does Omnicell guarantee a "fix" during a Response Time.

2.3 Supported Delivered Products. Support Services will be provided only for the Delivered Products that are covered under a valid and current Pricing Supplement for Support Services.

2.4 Non-Standard Support. With respect to support services required that are not specified herein, or are excluded pursuant to Section 2.5 (Specific Exclusions) below, or are due to misapplication, abuse, misuse, alteration or unauthorized repair or installation of the Delivered Products, lack of clean commercial power or environmental conditions causing

functions, including power surges, or support of products manufactured by Omnicell ("**Non-Standard Support**"), Omnicell will charge Customer for such Non-Standard Support at Omnicell's then-current rates plus the list price for any replacement parts, if any. In addition, Customer will reimburse Omnicell for all related reasonable travel expenses and costs for board and lodging related to on-site Non-Standard Support. Where Support Services can be provided remotely, but Customer does not permit Omnicell to access the Delivered Products remotely, Omnicell reserves the right to designate support for any such Delivered Products as Non-Standard Support hereunder.

2.5 Specific Exclusions. Support Services under an applicable Support Service Plan do not include services requested as a result of causes or errors that are not attributable to Omnicell or are not reproducible. In the event that Customer requests Omnicell to provide, and Omnicell does so provide, any services in connection with causes or errors which are not attributable to Omnicell or are not reproducible, such support will be subject to the Non-Standard Support terms in Section 2.4 (Non-Standard Support) above. Causes or errors that are not attributable to Omnicell include the following:

- (a) negligent use, Force Majeure or causes other than through ordinary use;
- (b) use of the Delivered Products not in accordance with the Documentation, or on or with hardware, software or other equipment that deviates from Omnicell or manufacturer rating specifications;
- (c) attempted modification or addition to the Delivered Products undertaken by any party other than Omnicell;
- (d) Customer/third party products and/or software not supplied by Omnicell;
- (e) Customer's failure to implement a supported version of the Licensed Software that is issued under this Schedule D;
- (f) Additional, modified or replacement interfaces not included in the initial installation (which may include but are not limited to (i) change in record format; (ii) change in communications mechanism; (iii) addition of new record types; and/or, (iv) addition of new processing functionality. Replacement interfaces will include any replacement to an existing interface between the Delivered Products and Customer's HIS); or
- (g) failure by Customer to respond to any action plans provided by Omnicell pursuant to a Customer Support Call.

2.6 Customer Provided Products. Omnicell recommends that Customer only install Omnicell-supplied integrated hardware and software platforms for optimum performance, reliability and serviceability. Should Customer decide to install its own computing platforms, Omnicell may provide a special "customer provided server" option which offers software support under this Support Services Schedule. Products not manufactured by Omnicell and hardware platforms purchased independently by the Customer are not the responsibility of Omnicell and will not be covered under this

Schedule D. Any computing hardware provided by Customer must meet the hardware specifications set forth by Omnicell and Customer must be capable of supporting such hardware. Notwithstanding the above, in the event Customer so chooses, in lieu of Omnicell supplied computing hardware, virtual environments whose resources are provisioned by Customer and meet the required applicable technical specifications and documentation of Omnicell are also deemed sufficient for optimal performance, reliability and serviceability of Omnicell's Delivered Products.

2.7 Subcontracting. Omnicell may engage the services of sub-contractors to perform any of its duties of Support Services. However, unless otherwise agreed in writing, no subcontracting of such duties will relieve Omnicell of its responsibilities hereunder.

3. CUSTOMER RESPONSIBILITIES.

3.1 Procedures. Customer will train its personnel in the proper use of the Delivered Products. Customer will maintain a current back-up copy of the Licensed Software and a list of all programs, data and licenses required for the performance of Support Services, including implementing back-up procedures in the event of an error or malfunction in the Licensed Software or Delivered Products upon which the Licensed Software is loaded or operating. Unless required to be returned in accordance with Omnicell's RMA Policy, Customer is responsible for properly and safely disposing all disposable items related to or in use with the Delivered Products, including but not limited to expired batteries for applicable Delivered Products.

3.2 Reporting. Customer will document and promptly report all errors or malfunctions of the Delivered Products to Omnicell. Omnicell will provide Customer with a service ticket number that Customer will use to track the status of each issue. Customer will take all steps necessary to carry out any procedures Omnicell may give for the rectification of errors or malfunctions within a reasonable time after such procedures have been provided. Omnicell reserves the right to close the service ticket without further responsibility or liability if Customer does not provide appropriate feedback to Omnicell within thirty (30) days of receiving new Delivered Products or a workaround for a problem, or if Customer otherwise fails to respond to a request for additional information.

3.3 Access. Customer will provide Omnicell with access to Customer's personnel and equipment during Support Hours to facilitate Support Services requests. Customer acknowledges that dial-in and/or remote access will speed up resolution of support issues.

3.4 Third Party Agents. If Customer utilizes third party support services or products to support the Delivered Products, Customer will ensure such third party support is at a similar or higher level of support as Customer would otherwise have secured with Omnicell. Customer acknowledges and agrees that Omnicell will not be held responsible for delayed Response Times and Support Services should information from third party support be unavailable or delayed.

3.5 Customer Contacts. Customer will appoint one or more qualified and trained System Administrators who are



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knowledgeable in the operation of the Delivered Products to be as primary Customer contacts with Omnicell for Support Calls. Customer agrees that it will ensure that all Support Calls will be initiated through such System Administrators.

4. TERM AND RENEWAL. Support Services will be provided for the period set forth in the applicable Pricing Supplement. At least sixty (60) days prior to the expiration of the applicable Service Term, Omnicell will provide written notice to Customer of the expiration of that Service Term. Notwithstanding the foregoing, either Party may provide the other Party at least thirty (30) days advanced written notice of its intention not to renew the then-current Service Term. In case of renewal, all provisions of this Schedule D will remain in full force and effect. Should Customer elect not to obtain or renew its Support Services as provided under this Section 4 and thereafter following a lapse in time subsequently request reinstatement of Support Services, Omnicell will only be obligated to reinstate such Support Services after Customer pays Omnicell a one-time fee per cabinet, which shall be considered a reinstatement fee for the lapse in any Support Services. The Delivered Product may be subject to a "wellness check" which shall be determined by a Support Services technician (with such time to be invoiced at the then current time and materials rates).

5. GENERAL DEFINITIONS.

5.1 "Disabled System" means the Omnicell system and its Delivered Products are unavailable for clinical use.

"Non-Critical Failure" means any other non-rational support state other than a Disabled System.

5.3 "Non-Standard Support" will have the meaning set forth in Section 2.4 of this Schedule D.

5.4 "Response Time" means the elapsed time between the Omnicell's receipt of a Support Call and the target time within which Omnicell will respond to the Customer.

5.5 "Service Term" means the period for which Customer has purchased, and remains current in the payment of all Scheduled Payments and otherwise remains in compliance with the requirements in this Schedule D, for the Support Services indicated in the relevant Pricing Supplement, including all contracted renewal periods as provided in the Support Services Matrix.

5.6 "Standard Support Hours" means Omnicell's standard hours of support as identified in the Support Services Matrix for the applicable level of Support Services purchased by Customer for a particular Delivered Product as identified on the applicable Pricing Supplement.

5.7 "Support Call" means a call by Customer seeking Support Services pursuant to this Schedule D.

5.8 "Support Services" means the provision by Omnicell of the services set forth in this Schedule D.

5.9 "Support Services Matrix" means the table set forth at the end of this Schedule D.

5.10 "Update" means a version of the Licensed Software containing error corrections or bug fixes, but does not generally include functional enhancements.

5.11 "Upgrade" means a version of the Licensed Software containing functional enhancements, modifications or extensions. An Upgrade does not include hardware changes needed to accommodate new releases, nor does it include options or new products for which Omnicell charges customers additional fees.



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OmniceLL Support Services Matrix

OmniceLL Service Plan Levels^{1,2}	Advantage Service: ALL SYSTEMS	Assist Service: ALL SYSTEMS	Alliance Service: ALL SYSTEMS
Telephone Support			
<i>Coverage</i>	24 Hours/Day - 7 Days/Week as follows:		
<i>Response Times: (Maximum)</i>	30 Minutes: Monday-Friday 6AM – 6PM CST 2 Hours: Monday-Friday 6PM – 6AM CST & Saturday-Sunday & Holidays		
Remote Software & Interface Diagnostics	Access Required* <i>* Proactive Remote Provided via Secure Server</i>	Access Required * <i>*Proactive Remote Provided via Secure Server</i>	Access Required* <i>*Proactive Remote Provided via Secure Server</i>
On-Site Support^{3,4}	See Coverages and Response Times below:		
<i>On-Site Coverage (if necessary)</i>	24 Hours/Day - 7 Days/Week (Subject to On-Site Response Times below)		
<i>On-Site Response Time: (Maximum)</i>	Based on Status of System – See "Disabled System" vs "Non-Critical Failure" below		
<i>Disabled System (See Section 5.1)</i>	6 Hours ⁵	6 Hours* <i>*First Response By Customer Mandatory for minor hardware repairs; Omnicell Dispatch incurs Time/Labor Charges</i>	24 Hours* <i>*First Response By Customer Mandatory for all hardware repairs; Omnicell Dispatch incurs Time/Labor Charges. Travel charges are extra.</i>
<i>Non-Critical Failure (See Section 5.2)</i>	24 Hours	24 Hours* <i>*First Response By Customer Mandatory; Dispatch incurs Time/Labor Charges</i>	24 Hours* <i>*First Response By Customer Mandatory; Dispatch incurs Time/Labor Charges</i>
Repair/Replacement Parts	Included* <i>*On-site in 24-hours from Omnicell technician determination of need.</i>	Included* <i>*On-site in 24-hours from Omnicell technician determination of need</i>	Included* <i>*On-site in 24-hours from Omnicell technician determination of need</i>
Software Updates & Upgrades	Included	Included	Included
Uptime Commitment	96%	N/A	N/A

1 The details of the Omnicell Service Plans listed above are effective as of the Effective Date of the Master Agreement and are subject to change. Omnicell will provide Customer the then-current Omnicell Support Services Matrix upon renewal and at any other time upon Customer's request.

2 Support Services Plans not available on all Delivered Products.

3 In the event a locking device is added to or included with a Delivered Product, including but not limited to a padlock, Omnicell's Support Service obligations shall be tolled until such time as Omnicell has been provided unlocked access to any such locked Delivered Products.

4 Omnicell Medication Adherence Delivered Products may include those formerly branded as MTS. Preventative maintenance visits required for certain Medication Adherence Delivered Products.

5 Core Medication Adherence Delivered Products (i.e., core sealers, MTS300/400/500) shall be subject to a 72 hour On-Site Response Time.



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SCHEDULE E

TAX SCHEDULE

Customer Name _____

Federal Employer Identification Number _____

City _____ County _____ State _____

❖ Exemption Status:

Indicate the Customer's sales/use tax status by placing a mark next to the applicable statement:

Subject to vendor collection of sales/use taxes on acquisition of medical equipment	
Exempt from vendor collection of sales/use taxes on acquisition of medical equipment	
Subject to vendor collection of property taxes on acquisition of medical equipment	
Exempt from vendor collection of property taxes on acquisition of medical equipment	
Subject to vendor collection of other taxes on acquisition of medical equipment	
Exempt from vendor collection of other taxes on acquisition of medical equipment	

❖ Exemption Type, State Exemption Number and Expiration Date:

If exempt, indicate the exemption type by placing a mark next to the applicable exemption, and, if applicable, enter the state issued exemption number and expiration date.

Federal Hospital	
State, County, City or District Hospital	
University Hospital	
Non-Profit Hospital (Charitable)	
Non-Profit Hospital (Non-Charitable)	
Other Hospital Type	
Direct Pay Permit	
Other (_____)	

State Exemption Number _____ Expiration Date _____

Direct Pay Permit Number _____ Expiration Date _____

❖ Signature and Contact Information:

Signature _____

Date _____

Name and Title _____

Phone Number _____

❖ Submission Information: Fax this form to Omnicell Sales Support/Tax Department at 650-251-6240.

❖ If exempt, include a copy of state required exemption documentation.



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SCHEDULE F

PROFESSIONAL SERVICES SCHEDULE

The terms contained in this Schedule F, together with the terms contained in the General Terms and Conditions, will govern the provision of certain consulting, hosting and/or other services by Omnicell to Customer. In the event of a conflict between this Schedule F and the General Terms and Conditions, the terms in Schedule F will take precedence.

1. PROFESSIONAL SERVICES.

1.1 Overview. Omnicell will provide such resources and utilize such employees and/or consultants as it deems necessary to perform the Professional Services. The manner and means used by Omnicell to perform the Professional Services desired by the Customer are in the sole discretion and control of Omnicell.

1.2 Customer Obligations. Customer agrees to provide Omnicell with any required Customer Technology, at no cost to Omnicell, unless otherwise stated elsewhere in this Agreement or, if applicable, in an applicable Statement of Work. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside Omnicell's control, the projected dates for accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks or the Professional Service Schedule.

1.3 Schedule. Omnicell will use commercially reasonable efforts to provide the Professional Services in a timely manner, and Customer agrees to cooperate in good faith to allow Omnicell to achieve completion of such Professional Services in a timely and professional manner. Customer understands and agrees that Omnicell's provision of such Professional Services may depend on completion of certain Customer tasks or adherence to Customer schedules within Customer's control; consequently, the Professional Services Schedule, time of performance and Professional Services may require adjustments or changes in the event such Customer tasks or schedules change, are modified or are not completed as anticipated.

1.4 Segmentation. Unless otherwise expressly set forth in this Agreement, a signed writing between the Parties or, as applicable, a Statement of Work, Omnicell is not providing to Customer any Omnicell Delivered Products pursuant to this Schedule F. In the event Omnicell provides such Delivered Products, they will be deemed provided only under the General Terms and Conditions of this Agreement and Schedules A-D, respectively, for the provision of those Delivered Products.

1.5 Statements of Work. In the event a Statement of Work is required for non-standard Professional Services, Omnicell will provide to Customer the Professional Services that are described in one or more applicable Statements of Work pursuant to the terms and conditions of this Schedule F. Such Statement of Work may be amended or modified by supplementary Statements of Work agreed to in writing by both Parties hereto and attached to the Statement of Work, and thereafter, the Professional Services will be deemed to include the services described in such supplementary Statements of Work.

2. PROFESSIONAL SERVICES FEES AND EXPENSES.

2.1 Fees and Expenses. Customer agrees to pay Omnicell the fees set forth in an applicable Pricing Supplement or Statement of Work, as applicable. Customer also will reimburse Omnicell for actual, reasonable travel and out-of-pocket expenses incurred for any Professional Services that must be performed away from Omnicell facilities, or that are otherwise identified as being chargeable in an applicable Pricing Supplement or Statement of Work, as applicable.

2.2 Milestone Payments. In the event milestone payments are mutually agreed to by the Parties as to the performance of Professional Services as based upon certain milestone events, achievement of such milestone events by Omnicell will thereby trigger the obligation by Customer to pay the applicable Milestone Payment as listed in the Payment Schedule. Upon achievement of the milestone, Omnicell will provide to Customer a statement showing achievement of the milestone and an invoice for the amount of the applicable Milestone Payment.

3. INTELLECTUAL PROPERTY RIGHTS.

3.1 License to Customer. Subject to Customer's continued compliance with the terms and conditions in this Schedule F, Omnicell grants to Customer a worldwide, non-exclusive, non-transferable, perpetual, fully paid license under the Omnicell Intellectual Property Rights for the sole purpose of using the Deliverables in connection with its internal business operations. Customer will have no rights to sublicense to third parties the rights granted hereunder except as necessary to allow Customer to carry out its internal business operations.

3.2 Customer Technology. Customer Technology, to the extent known, will be identified in advance to Omnicell. Customer hereby grants Omnicell a royalty-free, non-exclusive, world-wide license under Customer's Intellectual Property Rights to use the Customer Technology for the sole purpose of enabling Omnicell to perform the Professional Services and develop or prepare any Deliverables for Customer.

3.3 Reservation of Rights. Except as otherwise set forth herein, neither this Schedule F, nor the provision of Professional Services hereunder, will give either Omnicell or Customer any ownership interest in or rights to the Intellectual Property Rights of the other party. All Intellectual Property Rights that are owned or controlled by a party at the commencement of this Schedule F will remain under the ownership or control of such party throughout the term of this Schedule F and thereafter.

3.4 Ownership of Deliverables and Innovations.



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omnicell will own all Intellectual Property Rights in any and all Deliverables and Innovations.

3.5 Assignment of Intellectual Property Rights.

Customer irrevocably assigns to Omnicell all of its worldwide right, title and interest in and to any Deliverables and all derivative works of any Deliverables and any Innovations or other subject matter developed in performing Professional Services for Customer; and all Intellectual Property Rights relating to any of the foregoing. Customer agrees to perform all acts reasonably necessary to perfect the foregoing assignment. Customer agrees to perform all acts reasonably necessary to enforce and defend the assigned Intellectual Property Rights, subject to payment by Omnicell of all costs reasonably incurred by Customer which are associated therewith. If any or all of the foregoing subject matter is not assignable for any reason, then Customer hereby grants to Omnicell a worldwide, perpetual, unrestricted, royalty-free, fully paid up, exclusive license, including the right to grant sublicenses, make copies and derivative works, under all Intellectual Property Rights to the non-assignable subject matter.

4. LIMITED WARRANTIES AND EXCEPTIONS.

4.1 Warranty by Omnicell. Omnicell warrants that the Professional Services provided hereunder will be performed in a professional manner consistent with the then applicable industry standards of quality applicable to the performance of services for similar types of engagements. In order to receive

warranty remedies, deficiencies in the Professional Services and/or Deliverables must be reported to Omnicell in writing within thirty (30) days from Omnicell's performance of the Professional Services at issue or the delivery of a Deliverable, as applicable. Any additions, deletions or modifications to the Deliverables, except as specifically set forth in the Omnicell documentation or as authorized in writing by Omnicell will cause immediate termination of any applicable warranty as established above. Customer's sole remedy will be to have the applicable Professional Services re-performed.

4.2 Warranty by Customer. Customer represents that to the extent Customer provides to Omnicell any Customer Technology or third party technology or materials in connection with any Professional Services, Customer has obtained all necessary permissions, licenses, consents and has the authority to provide such technology and materials to Omnicell.

4.3 Warranty Disclaimer. THE WARRANTY ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITH REGARD TO THE SERVICES OR ANY DELIVERABLES, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. In addition, Omnicell disclaims any warranty as to the accuracy of any report, data or other material or other technology, data, specifications, or designs (collectively, "Reports") delivered to Customer or any third party to the extent such Reports incorporate or are based on or rely upon any Customer or any third party data or materials.

5. THIRD PARTY CLAIM INDEMNIFICATION FOR CUSTOMER'S MEDICAL DECISIONS.

Customer acknowledges that Omnicell provides no advice with respect to medical decisions relating to any patients, notwithstanding any Professional Services provided hereunder. Customer remains solely responsible for all medical decisions and is responsible for ensuring that it assigns knowledgeable health care personnel to work with Omnicell in connection with any Professional Services and/or the implementation of any recommendations that may be contained within any Deliverables to ensure that all appropriate medical decisions are made with respect to any patients. Customer will defend, indemnify and hold Omnicell harmless from any claims relating to any medical decisions made or not made with respect to any of Customer's patients.

6. NO RESTRICTIONS ON PROFESSIONAL SERVICE OFFERINGS.

Nothing in this Schedule F will limit either party's right to independently develop information, materials, technology or other products or services for itself or for others which may compete with the other party or which may be similar to the Confidential Information, as the case may be, so long as no unauthorized disclosures or uses of the Confidential Information have been made by the party during the Term of this Agreement. Subject to the limitations in this Section 6, Omnicell may in its sole discretion develop, use, market, license, offer for sale, or sell any product or service that is similar or related to that which was developed for or provided to Customer by Omnicell hereunder.

7. EFFECT OF TERMINATION; PAYMENT UPON TERMINATION.

7.1 Effect of Termination. Upon termination of this Schedule F for any reason, Omnicell may discontinue any Professional Services. In the event payment for any Professional Services or Deliverables remains outstanding, Customer will return any such Deliverables, including all copies, and Customer's right to use such Deliverables will cease. Within ten (10) days following termination, Customer will certify in writing to the other that all originals, copies and extracts of any Confidential Information of the other Party, in whole or in part, in any form, have either been returned to the disclosing Party or destroyed in accordance with the disclosing Party's specific instructions.

7.2 Payment upon Termination. Within thirty (30) days of termination of this Schedule F for any reason, Omnicell will submit to Customer an itemized invoice for any fees or expenses accrued and unpaid under this Schedule F prior to the date of such termination, and Customer will pay such invoice pursuant to Section 1.3 of the General Terms and Conditions (Payment Terms and Late Fees) unless otherwise agreed to in a signed writing between the Parties or an applicable Statement of Work.

8. GENERAL DEFINITIONS.

8.1 "Customer Technology" means the materials and technology owned or controlled by Customer which Omnicell reasonably requires to perform the Professional Services.



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"Deliverables" means the materials, devices, products or other deliverables that are provided by Omnicell to Customer as a result of performing Professional Services.

8.3 "Innovations" means any invention, development or innovation conceived or developed by Omnicell solely or jointly with Customer in the performance of the Professional Services and whether or not forming part of a Deliverable, including, but not limited to programs and their documentation, works of authorship and improvements, designs and artwork, design flows, processes, databases, algorithms, methods, libraries, computer languages, encoding techniques, articles, writings, compositions and models.

8.4 "Milestone Payments" means the milestone payments, if any, that may be set forth in the Statement of Work, as applicable.

8.5 "Payment Schedule" means the payment schedule for such Professional Services for the provision of such Professional Services.

8.6 "Professional Services" means the consultative services provided by Omnicell to Customer.

8.7 "Professional Service Schedule" means the timetable relating to the performance of the Professional Services.

"Statement of Work" means, in the event a Professional Service necessitates a mutually agreed upon schedule and description of non-standard Professional Services and Deliverables, such schedule and description of such non-standard Professional Services will be provided in writing from time to time, which may include single or multiple Statements of Work.



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Business Requirement

Attachment One Business Requirements Traceability Matrix

Request for Proposal Number 6097 Z1

Bidders are instructed to complete a Business Requirements Traceability Matrix for Operating Leased Automated Pharmacy Dispensing Machines Solution. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Business Requirement.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The winning Bidder will be responsible for maintaining the contract set of Baseline Requirements. The traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The traceability matrix should indicate how the Bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the Bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide DHHS with sufficient information to differentiate the Bidder's business solution from other Bidders' solutions.

The Bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by DHHS. Failure to maintain these elements may be grounds for disqualification.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and should not be modified by the Bidder.
Requirement	The statement of the requirement to which the Bidder should respond. This column is dictated by the RFP and must not be modified by the Bidder.

Column Description	Bidder Responsibility
(1) Comply	<p>The Bidder should insert an "X" if the Bidder's proposed solution complies with the requirement. Describe in the response how the Bidder's proposed solution meets the requirement. The Bidder should leave blank if the Bidder's proposed solution does not comply with the requirement.</p> <p>If left blank, the Bidder should also address the following:</p> <ul style="list-style-type: none"> • Capability does not currently exist in the proposed system, but is planned in the near future (within the next few months) • Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the Bidder's standard capability • Requires an extensive integration effort of more than 500 hours
(a) Core	<p>The Bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.</p>
(b) Custom	<p>The Bidder should insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.</p>
(c) 3rd Party	<p>The Bidder should insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor, or other 3rd party). The Bidder should describe the product, including product name, its functionality and benefits in their response.</p>

BUSINESS REQUIREMENTS

The following requirements describe what is needed to support DHHS business project operations.

Each requirement is identified by the following first three characters:

GEN	General Functional Requirements
SAF	Safety Requirements
WOR	Workflow Requirements
CSM	Controlled Substance Management Requirements
REP	Reporting Requirements
SEC	Security User Access Requirements
SER	System Service Support Requirements
TRN	Training

General Functional Requirements

This section presents the overall general requirements that apply to the system. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-1	Describe how the proposed solution is designed for inpatient hospital dispensing of single-unit or unit-dose packages.		X		
Response: Omnicell ensures the correct medication is dispensed by first making sure the correct medication is stocked using our SafetyStock feature and our guiding light technology. These two features working together help reduce potential medication errors by ensuring the right drug is stocked and the right drug is dispensed.					
GEN-2	The bidder's proposed solution must have secure methods to document and track all returns. Describe the methods available to handle unused medications that have been removed from the ADM.		X		
Response: Utilizing Omnicell's guiding light technology will guide the user to restock and/or take the proper medication from the correct bin verifying that all of the medications have been restocked correctly, to the proper bin and drawer, and therefore reducing the possibility of dangerous medication errors. ReturnSafetyStock can also be configured to allow a user to return a med to a bin only if a confirmed med scan and bin location scan match. SafetyStock configurations include scanning of medication, scanning of bin location, or scanning of both bin and medication.					
GEN-3	Describe how the proposed solution has the functionality to track outdated medications. Describe how this functionality works.		X		
Response: The earliest expiration date of what is being stocked or what is already in the bin is recorded. This means that every bin may have a mixture of expiration dates. When the nurse selects a medication, if there is a potentially expired medication in the bin, a warning is given. The nurse will then visually verify the expiration dates of the items in the bin. If any are expired, they are removed and placed into the return bin. If none are expired, a new date is entered that correlates to the earliest expiration date of the items in the bin. The Omnicell system supports the efficient management of expiration dates by pharmacy through the Item Expiration Report (via the server and the Guided Expiration feature at the cabinet).					

GEN-4	Describe the system capability to track stock of medications stored in a medication refrigerator. If the refrigerator contains controlled substances, the proposed solution must include a locking component for the refrigerator.	X			
Response: The Omnicell® XT FlexLock is a medical refrigerator lock and temperature monitoring system. The FlexLock can enable a count before dispense for the controlled substance refrigerated item and permit a perpetual inventory tracking of the item.					
GEN-5	Describe the features available to ensure accurate storage, dispensing, and administration. For example, a barcode scanner, audible or visual warnings, etc.		X		
Response: XT cabinets are efficient, minimizing stockouts, and reducing missing doses with smart drawer designs and 50% more capacity compared with similar units on the market. Durable metal locking lid drawers store medications more securely. The integrated Medication Label Printer is a standard feature. XT cabinets are flexible. Switch shelves to drawers or the new Controlled Substance Dispenser, enabled by the modern Starbus electronics architecture. Omnicell's guiding light technology will guide the user the proper medication from the correct bin. DispenseSafetyStock may also be set up for verification of nursing removals on "look-alike"- "sound-alike". The nurse will be prompted to scan the item barcode with the tethered scanner to ensure that the correct medication is being removed. Omnicell's Dispensing Alerts are audible and visual and may be customized for specific medications and medication groups, and are assigned to transaction types.					
GEN-6	Describe how non-inventory items, such as a patient's own medication are managed with the system.	X			
Response: Omnicell's exclusive SinglePointe software manages patient specific medications. SinglePointe will automatically assign Patient Specific meds to secure bins; Pharmacy and Nursing users follow guiding lights to the correct bin when dispensing or restocking.					
GEN-7	Describe the proposed solution's ability to work with 120 volt electrical outlets.		X		
Response: XT cabinets work with voltage requirements ranging from 100 – 240 volt outlets.					

GEN – 8	<p>Please describe the dimensions of the machines. They must fit and function in rooms with the following sizes:</p> <p><u>LRC Buildings:</u></p> <p>Bldg 3: 1st Floor Door Opening is 38"; Room size 15' x 19' 2nd Floor Door Opening is 29"; Room sizes 8' x 15'</p> <p>Bldg 5: Door openings are 40"; Room size 11' x 8'</p> <p>Bldg 10: Door openings are 36"; Room size is 14' x 15' and 12' x 12'</p> <p>Bldg 14: 1st Floor Door Opening is 44"; Room size 11'7" x 10'4" 2nd Floor Door Opening are 36"; Room size 15' x 7' and 13' x 9'</p> <p><u>Whitehall Buildings:</u></p> <p>CLC Building: Door opening is 29", Height is 80"; Room size 14' x 11'</p> <p>Warner Bldg: Door opening is 29", Height is 80"; Room size 14' x 11"</p> <p><u>NRC Building:</u></p> <p>1West: Door Opening: 42" x 80"; Room Size 12'6" x 17'</p> <p>2West, 2East, 3West, and 3East: Door Opening 42" x 80"; Room Size 13' x 15'</p> <p><u>Pharmacy:</u> Door Opening: 42" x 80"; Room Size 30' x 30'</p> <p>Please describe any special requirements for the rooms that the machines will be located in.</p>		X		
<p>Response: Omnicell will work with State of Nebraska on standardized configurations for each location. Omnicell cabinets are designed in multiple sizes and configurations for maximum flexibility.</p>					
GEN-9	<p>Nebraska Revised Statutes §71-2445, §71-2446, §71-2447, and §71-2449 describe the requirements for use of automated dispensing machines in Nebraska hospitals. Describe how your system meets the requirements set forth by these statutes.</p>				
<p>Response: Omnicell has read and acknowledges and agrees to the Nebraska Revised Statutes §71-2445, §71-2446, §71-2447, and §71-2449. Omnicell XT cabinets can require pharmacist verification if required by hospital or state policy. Omnicell® automated dispensing cabinets (ADCs) comply with the Joint Commission's Elements of Performance related to medication management.</p>					

Safety Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SAF-1	<p>Current inpatient pharmacy software in use is RxConnect. Describe how the vendor will establish and manage the interface with RxConnect in such a manner as to provide accurate, real-time medication profiles for all active patients.</p> <p>Profiling functionality should include the following:</p> <p>A. Transmission of all components of medication orders, including drug, dose, route, frequency, dosing schedule, and order start/stop times,</p> <p>B. Information on whether or not a pharmacist has reviewed an order. This functionality should then lead to the safety feature of limiting the variety and quantity of medications that are accessible without pharmacist review (override).</p>	X			
<p>Response: Automatic information exchange with other hospital systems is required for the Omnicell system to be fully integrated. The exchange of information with the Omnicell system can be accomplished via an on-line, real time interface which complies with HL7 standards. The exchange of pharmacy information between the Omnicell system and other vendor products fall into the following categories: ADT: Patient admission, discharge RXP: Medication Order information either the pharmacy system or the billing system, ZPM: Transmission of bin assignment or un-assignment , CRT: Cart fill orders, RAS: Patient administration activities in the BPOC/eMar system and SIU: Patient scheduling information.</p>					
SAF-2	Describe how the proposed solution's UPS power backup has the capability to minimize downtime in the event of power failure.		X		
<p>Response: Cabinets have a built-in UPS with surge-suppression circuitry to preserve transactions in progress and to prevent power problems from damaging the computer. The UPS can provide the computer with up to 20 minutes of power when voltage levels become erratic or fail.</p>					
SAF-3	Describe the proposed solution's ability to support user witness documentation.		X		
<p>Response: All access to the system is recorded. All transactions are date, time, user, and if applicable, patient and witness stamped. There is a methodology in the system that supports restricted access and limits medication orders to those approved and reviewed by a pharmacist.</p>					

SAF-4	Describe the features available to prevent pharmacy staff from incorrectly loading a medication in the machine, i.e., right drug in the right machine position.		X		
<p>Response: Omnicell's SafetyStock feature and our exclusive guiding light technology features work together to help reduce potential medication errors by ensuring the right drug is stocked and the right drug is dispensed. Stock SafetyStock ensures the accuracy of technicians refilling the automated cabinets by using barcodes and hand held barcode readers. Utilizing Omnicell's guiding light technology will guide the user to restock and/or take the proper medication from the correct bin verifying that all of the medications have been restocked correctly, to the proper bin and drawer.</p>					
SAF-5	Describe how the proposed solution indicates if there are additional medications listed for a patient beyond what appears on the screen.		X		
<p>Response: Omnicell's Scheduled Meds feature provides for a filtering of medications that are due, including STAT medications. This list is based on the medication order frequency and lead/lag times (early/late windows), per hospital policy and pre-defined windows. Once the feature is enabled, the clinician can use the Scheduled Meds tab to immediately view the filtered list of due medications.</p>					
SAF-6	Describe the features available to alert or warn a user if a medication is being removed from the station outside of the timeframe allowed per hospital/facility policy.		X		
<p>Response: Omnicell's Dispensing Alerts may be customized for specific medications and medication groups, and are assigned to transaction types. The user can create any number of dispensing alerts with answers available such as: free text, pick the best answer, and select multiple answers or no response (informational only). Additionally, this feature allows the user to create secondary dispensing alerts based on an answer(s) to the primary dispensing alert.</p>					
SAF-7	Describe the functionality available to prevent a user from dispensing the same medication to a patient more than once in a defined timeframe. For example, if a night nurse pulls a pain medication for a patient and gives it at 07:00 am, is there any safeguard to prevent the day nurse from pulling the same medication to give at 7:15 am?		X		
<p>Response: Closed-Loop Dose Accountability helps minimize the risk of diversion while saving pharmacy and nursing time. This feature automatically compares medications dispensed and/or wasted from the Omnicell cabinet versus those documented as administered in the EMR system. When a medication has been dispensed but not administered, the caregiver receives a reminder upon login.</p>					
SAF-8	Describe the features available to identify doses due but not removed to prevent errors of omission.		X		
<p>Response: The clinician can use the Scheduled Meds tab to immediately view the filtered list of due medications. Overdue medications will not appear on the Scheduled Meds list. Medications will be removed from the Scheduled Meds tab once issued at that cabinet.</p>					

SAF-9	Describe the safety features available to limit users with a certain access/security level from withdrawing medications of a certain class or individual medication products. For example, does the proposed solution provide a way to limit medication aides from accessing any controlled substances from the machine?		X		
Response: User access to Omnicell products via entry of their unique user ID and password, biometric identification via fingerprint scan dependent on the set configuration, is restricted and all users are required to log on. Metal locking lid drawers, suitable for controlled substances, provide a high level of security by restricting access to one pre-selected medication at a time. Tamper-proof metal lids and audio alerts provide additional security.					
SAF-10	Instances occur where it is not feasible to have an existing medication order prior to removing a medication from the ADM. Typically this is done through a process called an "override". This practice, although allowable, requires careful monitoring by pharmacy and nursing departments. Describe the proposed solution's ability to provide ADM override data (e.g. name of medication, quantity, location of the automated device, event date and time) in a format to allow for routine review to help evaluate and manage those medications approved for override access. If there are additional features available through the solution to minimize the risk of override use, please describe.		X		
Response: There is a methodology in the system that supports restricted access and limits medication orders to those approved and reviewed by a pharmacist. Nursing can obtain medications not yet verified by pharmacy (e.g., stat doses) by using the Medication Override function. Override capabilities are set-up for each medication in each location thereby providing great flexibility in implementing and maintaining the Override Process. Designated users can also be given override authority. If an order has not yet been entered for a medication, and the medication must be accessed, a user with "override" privileges can access that medication as long as that medication, in the cabinet in question, has also been designated as "overrideable." Allergy alerts may also be presented. The requirement of a medication override witness can be customized by medication.					
SAF-11	Describe the features available to direct user attention to higher-alert medications. Does the system use Tall-man lettering, standardized concentration displays, and/or standardized drug formulation designations (ex. Depakote ER vs CR)? If so, are these maintained by the vendor or the facility?	X			
Response: The med items database allows the entry of tall man lettering for look-alike-sound-alike medications. Dispensing alerts can also be created and customized for specific medications and medication groups (e.g. look-alike-sound-alike meds). DispenseSafetyStock may also be set up for verification of nursing removals on "look-alike"- "sound-alike", narrow therapeutic, index medication and high-risk medications, on removal from the automated cabinet.					

Workflow Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
WOR-1	Describe the proposed solution's ability to allow for monitoring of all the facility ADM machines in a central location, e.g. the inpatient pharmacy at the facility.		X		
Response: The OmniCenter server provides a single location for user management, system configuration, and reporting. Provides single site support only. Multiple sites can be organized by user grouping only. OmniCenter Remote Access allows users to access the OmniCenter system application from any computer that can run Microsoft Terminal Services Client. Administrative management of the OmniCenter database can be done at the OmniCenter server, or via OmniCenter Remote Access stations.					
WOR-2	Describe the features available in the proposed solution to improve efficiency and workflow. Does the proposed solution have a way to limit the access to medications that are only due during a specific timeframe? Can the proposed solution be configured to require two users to document certain events (high alert medications, controlled substance waste, etc.)?		X		
<p>Response: Omnicell Metal locking lid drawers, suitable for controlled substances, provide a high level of security by restricting access to one pre-selected medication at a time. The tamper-proof metal lids of each bin and audio alerts provide additional security. Omnicell guiding light technology guides users to the drawer and to the appropriate preselected bin within the drawer.</p> <p>Key Features:</p> <ul style="list-style-type: none"> • Guiding light technology includes both drawer location light and lights on individual product bins • Single and double-deep drawers (required for larger Controlled Substance IVs and Epidural infusions) • Tamper-proof, locked metal lids • Supports zone configuration for increased control over pharmacy items 					
WOR-3	Describe what safeguards the proposed solution provides if there is an attempt to unload an ordered medication from an ADM.		X		
Response: Omnicell drawers and bins are made with tamper proof metal, assuring greater reliability and security. Drawer choices include five metal locking lid and two open configurable drawers. Metal locking lid drawers, suitable for controlled substances, provide a high level of security by restricting access to one pre-selected medication at a time. The tamper-proof metal lids of each bin and audio alerts provide additional security.					
WOR-4	Describe the proposed solution's ability to allow users to stop conducting an ADM inventory mid-way through the process and then restart the inventory process at the point they left off once they log back onto an ADM.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
<p>Response: The restock technician does have to log out prior to allow another clinician to sign in and gain access to the products. The restock technician would then log back in to resume the restock process after the nurse had finished and logged out. The technician can then resume restocking where they left off before logging out.</p>					
WOR-5	<p>Explain the capability the proposed solution has to allow a user to locate a specific medication and dose in any ADM in the facility. If available, are there limitations to the number of users? Does a user have to be logged in to one of the machines in order for this to work?</p>		X		
<p>Response: The Omnicell Unity platform supports management of all pharmacy inventories on a single database providing a unified view into the medication distribution, dispensing and administration process.</p>					

Controlled Substance Management Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
CSM-1	Describe how the proposed solution includes a controlled substance manager cabinet for the LRC facility that will interface with all LRC automated dispensing cabinets. The controlled substance manager cabinet must be able to accommodate 80 unique line items and must be located in the pharmacy.	X			
Response: Omnicell quotes include a proposed solution for controlled substance manager cabinet. Omnicell's XT Controlled Substance Manager uses the latest Omnicell® XT Automated Dispensing Cabinet technology to improve controlled substance management workflows and increase security. The cabinet provides industry-leading capacity, while the new XT supply drawer and pull-out shelf offer additional flexibility and greater storage capacity. Features include biometric security, closed-loop accountability with the XT medication dispensing system, and streamlined workflow for returning items to stock. XT CSM can easily accomdate 80 lines items and more.					
CSM-2	Describe how the controlled substance manager cabinet tracks the inventory changes from the cabinet in the pharmacy to the ADMs throughout the facility. What features are available to identify discrepancies and potential diversion within the process of delivering controlled substances from the pharmacy to the ADMs?	X			
Response: Controlled Substance Manager shares a database with Omnicell Automated Dispensing Cabinets in nursing units and operating rooms. The CSM software, coupled with our automated dispensing technology, enables healthcare facilities to track, monitor and control the movement of controlled substances from the point of initial receipt from the wholesaler throughout internal distribution.					
CSM-3	Describe how the proposed solution maintains a perpetual inventory for controlled substances and also maintains a history that can generate a secure record of "chain of custody" of inventory. The machines will be configured and stocked by hospital facility pharmacy staff. Describe how the proposed solution allows for ADM inventory counts to be audited at any time.	X			
Response: The solution provides for the electronic capture of all controlled substances transactions, including issuance and receipt between different inventory locations in separate clinical settings. The CSM solution maintains a perpetual item inventory and complete audit using integrated barcode technology with both fixed and portable scanners. Bar coded forms and labels may also be generated directly from the CSM system. All transactions are captured electronically and reports are available to ensure the quantity of medication issued balances with the quantity of medication received, stocked, or administered and wasted / returned.					
CSM-4	Describe the features available to identify discrepancies and potential diversion within the ADM system as a whole.		X		
Response: Closed-Loop Dose Accountability helps minimize the risk of diversion while saving pharmacy and nursing time. This feature automatically compares medications dispensed and/or wasted from the Omnicell cabinet versus those documented as					

administered in the EMR system. When a medication has been dispensed but not administered, the caregiver receives a reminder upon login.				
CSM-5	Describe how the proposed solution allows for inventory audits as often as every shift based on facility-specific criteria. For example, all CII through CV medications in an ADM must be inventoried each shift.	X		
Response: The CSM solution maintains a perpetual item inventory and complete audit using integrated barcode technology with both fixed and portable scanners. Audit and inventory reports can be run as frequently as required by hospital policy and procedures.				
CSM-6	Describe how the proposed solution provides count verification customization with a blind count feature. For example, all controlled substance events require a user to enter the inventory amount at the time of the transaction, without a prompt for the expected amount.		X	
Response: The metal locking bin drawer, suitable for controlled substances, have guiding lights, which lead the user to the appropriate drawer and bin. However, only the bins containing the pre-selected medications will be unlocked. In addition, a software option requiring a quantity count can be activated on a location specific, item-by-item basis.				

Reporting Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
REP-1	<p>Describe how the proposed solution has a robust reporting feature, including the ability to import and export data and configure reports at the facility level. The system must be able to produce various dispensing reports to include:</p> <ul style="list-style-type: none"> a. all ADM events b. usage by date range c. return report d. usage by unit e. usage by drug f. stock replenishment g. user activity and h. inventory details. <p>The system must have the ability to report administration events by patient for a defined period of time.</p>		X		
<p>Response: Omnicenter supports FoxFire! custom report writer:</p> <ul style="list-style-type: none"> - 9 standard reports on cabinets and - Over 120 reports from OmniCenter. <p>The following are just some of the features of our reporting tools:</p> <ul style="list-style-type: none"> • Automated Schedule Reporting -- The Omnicell System includes over 100 standard reports that can be scheduled and emailed automatically as well as exported to Excel for data customization. Live data is available for at least seven (7) years. • Reporting at the Cabinet -- Omnicell has 9 standard reports that can be run at the cabinet. Live data is available for seven (7) days. • Custom Reports -- A custom report writer is included for fine tuning data elements to a user's preference. The report writer allows the easy creation of custom reports with no knowledge of SQL required. Omnicell also provides a Custom Reports Library of reports created by Omnicell users, and shared within our Customer's Only Extranet site. 					
REP-2	Describe the ad hoc reporting capabilities offered through the proposed solution.		X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
<p>Response:</p> <p>Custom Reports -- A custom report writer is included for fine tuning data elements to a user's preference. The report writer allows the easy creation of custom reports with no knowledge of SQL required. Omnicell also provides a Custom Reports Library of reports created by Omnicell users, and shared within our Customer's Only Extranet site.</p>					

Security and User Access Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	Describe how the proposed solution allows the facility to have administrative rights to oversee the systems including the ability to configure multiple access rights and security levels based on user privilege, to import/export data and to configure and generate reports. Describe the different access rights and/or security levels available and the methods by which facility clinical and IT staff can manage user access.		X		
<p>Response: The users' password level dictates the activation of certain capabilities on the OmniCenter. This allows the functionality of the system to be directly related to the level of security of the user. In order to access information at the OmniCenter, a user must enter a unique ID code. Depending on the code administered, users can access increasingly confidential information about the system. Typically the healthcare institution assigns one "System Administrator" to be in charge of assigning ID codes and this person has the highest level of security access. There are 14 security levels at the OmniCenter. Remote site security operates the same as security on the main OmniCenter console. The OmniCenter provides local, as well as remote users, with the ability to access the database and control the system. A network connection provides access for remote users through system workstations.</p>					
SEC-2	Describe how the proposed solution provides fingerprint scanning access on all ADMs.		X		
<p>Response: User access to Omnicell products via entry of their unique user ID and password, biometric identification via fingerprint scan or badge dependent on the set configuration, is restricted and all users are required to log on.</p>					
SEC-3	Describe how the proposed solution tracks all activity specific to each user and process, including, at a minimum: date and time of login, invalid login attempts, and all transactions. This information must be able to be audited at any time.		X		
<p>Response: . The Omnicell System provides a very detailed audit trail. All access to the system is recorded. All transactions are date, time, user, and if applicable, patient and witness stamped.</p>					

System Service Support Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SER-1	The Contractor must provide routine on-site equipment maintenance and on-call 24/7 technical assistance in any situation, including support for nursing and pharmacy staff. Describe how the proposed solution's maintenance/support is to be provided including expected response times.	X			
Response: Our service teams can monitor your Omnicell systems' performance remotely and are often able to resolve the issue directly, so you don't have to wait for someone to arrive on-site. When on-site service is needed, Omnicell deploys highly trained Technical Service Engineers to respond to customer needs quickly and efficiently. Our TSE ensure that every customer receives rapid response, expert support, and personal attention. Omnicell offers expert help desk support available 24/7; our advanced call routing system assures responsive resolution. Remote monitoring and troubleshooting of your Omnicell systems. On-site Technical service engineers (TSEs) who can respond in as little as 24 hours. Regional spare parts depots for fast access.					
SER-2	Describe how the process for system upgrades and routine maintenance impacts end user access. If downtimes are necessary, how is the potential impact on clinical care minimized?	X			
Response: Omnicell's commitment to our customers involves providing regular software updates that are included as part of our industry-leading service program. Omnicell has historically made these software updates available every 6-12 months. Upgrades are complete via remote server for ease of use and minimal interruption.					
SER-3	Describe the process for replacement when a machine has been out of service for more than 3 calendar days.	X			
Response: Our service agreement contractually commits that all Omnicell hardware is covered under a "fix or replace" guarantee for the life of the service agreement. The value is as long as you use our products and service, we will keep your product working to specification and with our latest version of software that you choose to install.					
SER-4	Describe the process for returning the machines to the contractor at the end of the lease period, if the lease is not renewed.				
Response: Omnicell offers leases of 36-72 months, based upon customer preference. Many customers choose to purchase our systems as the modularity, described above, makes purchase a much more viable option than competitors whose cabinets have traditionally been scrapped after a useful life of five years. At the end of the lease period, customer will have the option to purchase the equipment, upgrade or coordinate with Omnicell a process for return.					

Training Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	Describe how the Bidder's proposed solution provides initial and ongoing training and training materials for all operational aspects of the system to all end users, internal and external. The winning Bidder is encouraged to use a combination of classroom and on-line learning techniques, as appropriate. Describe the proposed training plan.		X		
<p>Response: Omnicell provides extensive customer training classes, from basic user training, to advanced System Administrator training. On-site training is made available to the customer. Prior to installation, the Omnicell project manager will meet with the core project team and stakeholders to brief all stakeholders on our education methodology.</p> <p>In addition, Omnicell provides a variety of training materials to support learning objectives.</p> <p>Program Benefits</p> <ul style="list-style-type: none"> • Enables self-sustaining, on-site user training with predictable, repeatable positive results. • Training is customized to align with site-specific needs, policies, and procedures. • Having expert users on-site allows staff to get immediate answers to questions regarding institutional practices, saving valuable time. • Builds a core group of experts whose body of knowledge throughout the organization is a key asset to address training needs based on attrition and growth. • Incoming staff can be trained immediately; there is no need to wait to schedule a trainer to travel on-site (complete ownership and flexibility in training schedule). • Peer trainers are often more accepted and trusted than outside trainers. <p>Along with the preceptor method for ongoing refresher training at your site, Omnicell provides virtual instructor led courses that help users enhance their Omnicell systems knowledge under the expertise of one of Omnicell's dedicated trainers. E-learning modules are also provided</p>					
TRN-2	Describe how the Bidder's proposed solution develops, uses and provides training material to DHHS for initial and ongoing training. The content of these materials will be consistent with the User Manual, any Operating Procedures and Help text.		X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Response: -learning can be made available according to the needs of your facility:</p> <ul style="list-style-type: none"> • CD and PC: Files can be downloaded and played on your computer or burned to a CD. • INTRANET (HTML): Files that can be downloaded and played on your intranet site. • LMS (SCORM 1.2): Files that can be downloaded and played on your learning management system. • EXE: An executable file that can be downloaded and played on your PC. • RECORDED: Pre-recorded classes that can be downloaded and played from your computer. • VIEWABLE: Training that can be played directly from the myOmniceLL website. <p>Additionally, with a user login and password, customers can access the Omnicell Customers' only website for a variety of module based webinars developed for staff training.</p> <p>OmniceLL will provide a complete set of service manuals with biomed training. Service Data Manuals. In addition, Product operator and service manuals are available on myOmniceLL.com. An online quick reference is provided on the equipment in pdf format. To access this guide, press Quick Reference Guide from the login screen. For User Guides, visit the Omnicell customer website at www.myOmniceLL.com. Additional information and training tools are available there as well and can be provided upon request.</p>				