



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA
FINANCE COMMITTEE MEETING
Tuesday, September 6, 2022
6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 8-15-2022

II. RESOLUTIONS:

- a. Resolution No. 711-22 - Authorizing the Mayor to execute the Assignment and Assumption Agreement of a Lease dated August 8, 1994 between the City of Charleston and Charleston, WV Hotel Limited Partnership.
- b. Resolution No. 712-22 - Authorizing the Finance Director to amend the 2019 Community Development Block Grant-COVID budget.
- c. Resolution No. 713-22 - Authorizing the Mayor or City Manager to enter into a contract with Stryker Medical to purchase various ambulance equipment for the Charleston Fire Department.
- d. Resolution No. 714-22 - Authorizing the Mayor or City Manager to enter into a contract with Mountwest Community and Technical College to provide fall, spring, and summer paramedic training courses for 9 members of the Charleston Fire Department.
- e. Resolution No. 715-22 - Authorizing the Mayor or City Manager to enter into a contract with Danhill Construction Co. for the rehabilitation of the former Sugar Creek Fire Station.
- f. Resolution No. 716-22 - Authorizing the Mayor or City Manager to enter into a contract with Morton Salt, Inc., for the purchase of road salt for the City Street Department.

- g. Resolution No. 717-22 - Authorizing the Mayor or City Manager to enter into a contract with Midlands Pressure Wash Services, LLC for window cleaning services at City Hall, 501 Virginia Street, East, and Morris Square, 601 Morris Street, at a frequency of twice per year.
- h. Resolution No. 718-22 - Proclaiming that the Council for the City of Charleston acknowledges and accepts the terms and conditions of the "Distributors West Virginia Subdivisions Settlement Agreement."
- i. Resolution No. 719-22 - Authorizing the Mayor or City Manager to enter into a contract with Lycoming Supply, Inc. for the City Engineering Department's 2022 Storm Sewer Replacement Project.

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., AUGUST 15, 2022
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., August 15, 2022.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Brent Burton
Becky Ceperley
Mary Beth Hoover
Chad Robinson

Absent:
Ben Adams

Other Councilmembers present:
Emmett Pepper
Keeley Steele

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the August 1, 2022 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 707-22 – Authorizing the Mayor or City Manager to submit an application to the WV Governor’s Highway Safety Program in the amount of \$600,000 and administer any funds awarded.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to submit an application to the WV Governor’s Highway Safety Program in the amount of \$600,000 and administer any funds awarded. The grant funds will be used to reimburse overtime expenses incurred by the Charleston Police Department and other law enforcement agencies within the eight-county Metro Valley Highway Safety Region. Funding will also be used for traffic safety enforcement activities, equipment purchases and travel/training, as well as partial reimbursement for the salaries of the CPD Highway Safety Coordinator and Assistant.

City Manager, Jonathan Storage, added that the City applies for this grant each year, and has administered the program. Enforcement activities include DUI monitoring, seatbelt enforcement, child restraint enforcement, work zone safety enforcement, etc. It also provides for partial reimbursement of the CPD Highway Safety Coordinator and Assistant salaries.

Councilmember Jenkins confirmed with Storage and Grant Coordinator Melissa Taylor that the City has applied for the grant since about 2000. The City received approximately \$518,000 last year.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 707-22 approved.

- b. Resolution No. 709-22 – Authorizing the Mayor or City Manager to enter into a renewal service contract with Suttle & Stalnaker to conduct the City’s single audit for FY 2022 in the amount of 84,240 in accordance with Federal OMB Circular A-133, where the cost includes \$78,000 to Suttle & Stalnaker for the audit contract and \$6,240 to the WV State Auditor’s Office for a processing fee, and where Suttle & Stalnaker was selected through an evaluation process prescribed by the WV State Auditor’s Office.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a renewal service contract with Suttle & Stalnaker to conduct the City’s single audit for FY 2022 in the amount of 84,240 in accordance with Federal OMB Circular A-133, where the cost includes \$78,000 to Suttle & Stalnaker for the audit contract and \$6,240 to the WV State Auditor’s Office for a processing fee. The initial agreement with Suttle & Stalnaker was authorized by Resolution No. 504-21, adopted July 6, 2021.

Storage added that the resolution authorizes Year 2 of a 3 Year agreement with Suttle & Stalnaker to perform the City’s required annual audit. The original contract was approved by Council in 2021. The City is also required to pay an 8% processing fee to the State Auditor.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 709-22 approved.

III. Miscellaneous

Councilmember Jenkins confirmed with the Committee to keep the time of 6:30 as the standard, default meeting time. The Chair can also change the time at their discretion.

Councilmember Ceperley motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 711-22

Introduced in Council:

Adopted by Council:

September 6, 2022

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 711-22 - Authorizing the Mayor to execute the attached Assignment and
2 Assumption Agreement of that certain Lease dated August 8, 1994 between the City of
3 Charleston and Charleston, WV Hotel Limited Partnership, which is on record with the Clerk of
4 the Kanawha County Commission at Lease Book 241, Page 300, thereby indicating the City's
5 approval of the Assignment to Creative Hospitality, LLC, effective upon the closing of the sale of
6 the Hampton Inn Hotel located at 1 Virginia Street, West.

7
8 WHEREAS, the City Council for the City of Charleston adopted Bill No. 5080 on April 18,
9 1994, closing Columbia Avenue along the Elk River between Virginia Street, West, and Wyoming
10 Street with certain easement reservations, upon payment fair market value to the City of
11 Charleston; and

12
13 WHEREAS, the City Council for the City of Charleston held a public hearing pursuant to
14 West Virginia Code §8-12-18(c) regarding Resolution No. 827-94 on May 2, 1994, which
15 resolution authorized a lease between the City of Charleston and Virginia Management
16 Corporation for certain portions of real property surrounding Columbia Avenue along the Elk
17 River; and

18
19 WHEREAS, the City Council for the City of Charleston unanimously adopted Resolution
20 No. 827-94 on May 2, 1994, authorizing such a lease between the City and Virginia
21 Management Corporation for fifty (50) years for consideration of \$1.00 per year; and

22
23 WHEREAS, Virginia Management Corporation was a d/b/a name for Virginia Inn
24 Management, Inc. and was an affiliated company to the subsequently formed Charleston, WV
25 Hotel Limited Partnership, which was created on July 15, 1994; and

26
27 WHEREAS, pursuant to the authorization in Resolution No. 827-94, the City of
28 Charleston entered into that certain Lease dated August 8, 1994, with Charleston, WV Hotel
29 Limited Partnership for a term of fifty (50) years in exchange for consideration of \$1.00 per
30 year; and

31
32 WHEREAS, the Lease further clarifies that the fair market value consideration for the
33 Lease includes certain landscaping and beautification requirements of the Lessee along the

1 bank of the Elk River to the benefit of the City and the residents of the City; and

2
3 WHEREAS, Article IX of the Lease details the process for assigning the lease, including
4 that the assignee shall expressly assume all of the obligations of the lessee and that the City
5 shall provide written approval of the proposed assignment, which approval shall not be
6 unreasonably withheld.

7
8 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

9
10 That the City Council for the City of Charleston finds that it is in the best interest of the City to
11 approve the proposed assignment and, therefore, authorizes the Mayor to execute the
12 attached Assignment and Assumption Agreement of that certain Lease dated August 8, 1994
13 between the City of Charleston and Charleston, WV Hotel Limited Partnership, which is on
14 record with the Clerk of the Kanawha County Commission at Lease Book 241, Page 300, thereby
15 indicating the City's approval of the Assignment to Creative Hospitality, LLC, effective upon the
16 closing of the sale of the Hampton Inn Hotel located at 1 Virginia Street, West.

Resolution No. 712-22

Introduced in Council:

Adopted by Council:

September 6, 2022

Introduced by:

Referred to:

Joseph Jenkins

Resolution No. 712-22 - Authorizing the Finance Director to amend the 2019 Community Development Block Grant-COVID budget as indicated on the accounts listed below.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Finance Director is hereby authorized and directed to amend the 2019 Community Development Block Grant-COVID budget as indicated on the accounts listed below:

Funds moved to Contingencies from completed/cancelled projects:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
009-019-01-011-0-999	Keep Your Faith	(\$2,786.61)
009-019-01-011-0-999	Pro Kids, Inc	(\$15,000.00)
009-019-01-011-0-999	Step By Step	(\$61.68)
009-019-01-199-0-999	Contingencies	\$17,848.29

Funds transferred from Contingencies to cover additional costs:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
009-019-01-199-0-999	Contingencies	(\$41,049.00)
009-019-01-011-0-999	WV Health Right	\$41,049.00

The City proposes to cancel CDBG-CV funding for Pro Kids, Keep Your Faith, and Step By Step and move funds from Contingencies to provide additional CDBG-CV funds to West Virginia Health Right.

Resolution No. 713-22

Introduced in Council:

September 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Resolution No. 713-22 - Authorizing the Mayor or City Manager to enter into a contract with Stryker Medical to purchase one LUCAS device (mechanical chest compression assistance device), two LIFEPAK 15 monitors/defibrillators, one Power-PRO 2 ambulance cot—along with associated necessary support equipment— for the Charleston Fire Department in the amount of \$92,962.93 pursuant to a competitively sourced contract.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Stryker Medical to purchase one LUCAS device (mechanical chest compression assistance device), two LIFEPAK 15 monitors/defibrillators, one Power-PRO 2 ambulance cot—along with associated necessary support equipment—for the Charleston Fire Department in the amount of \$92,962.93 pursuant to a competitively sourced contract.

LUCAS 3.0



Power-PRO 2 Ambulance Cot



LIFEPAK 15





CITY OF CHARLESTON
Purchase Request

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$2,500 or more**. A minimum of 3 quotes is required for this form.

Date: 8/26/2022

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: _____

**1 - Power Pro 2 cot, 2 - LP15, 1 Lucas 3.0
less trade ins**

Purchase justification: _____

Replace old equipment with updated equipment in rotation schedule.

Purchasing through NAPSO contract.

If approved, the total purchase price will be: **\$92,962.93**

(Check One)

- ☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).
- ☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

- | | | | |
|----|------------------------|-----------------|------------------|
| 1. | Stryker Medical | Price Quote: \$ | 92,962.93 |
| 2. | | Price Quote: \$ | |
| 3. | | Price Quote: \$ | |
| 4. | | Price Quote: \$ | |
| 5. | | Price Quote: \$ | |

The apparent low-bid vendor *meeting specifications* is: Stryker Medical

AND

- ☒ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

- ☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with _____ because:

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) _____

Request Submitted By: L.F. Lisa Fisher for CFD Department: City Manager's Office

Is this purchase being paid with grant funds? ☐ Yes ☒ No

Funds Approval:  Date: 8/29/2022
Authorized Financial Officer

Council

Account Number: 001-976-00-706-4-459 (budgeted)

City Manager Approval: _____ Date: _____



CharlestonFD-NewYearPurchase-July22

Quote Number: 10553760

Remit to: Stryker Medical

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: CHARLESTON FIRE DEPT

Rep: Austin Long

Attn: NASPO-OK-SW-300

Email: austin.long@stryker.com

Phone Number: (858) 774-0394

Quote Date: 08/25/2022

Expiration Date: 11/23/2022

Delivery Address

Name: CHARLESTON FIRE DEPT

Account #: 1080876

Address: 808 VIRGINIA ST W

CHARLESTON

West Virginia 25302-1820

End User - Shipping - Billing

Name: CHARLESTON FIRE DEPT

Account #: 1080876

Address: 808 VIRGINIA ST W

CHARLESTON

West Virginia 25302-1820

Bill To Account

Name: CHARLESTON FIRE DEPT

Account #: 1080876

Address: 808 VIRGINIA ST W

CHARLESTON

West Virginia 25302-1820

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$25,839.00	\$25,839.00
2.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$1,043.28	\$1,043.28
3.0	650707000002	Lithium-Ion Battery	1	\$729.00	\$729.00
4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$23.83	\$23.83
5.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	\$30,415.20	\$60,830.40
6.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	\$0.00	\$0.00
7.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	6	\$398.65	\$2,391.90
8.0	11171-000049	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$544.00	\$1,088.00
9.0	11171-000050	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$599.25	\$1,198.50
10.0	11160-000011	NIBP Cuff-Reusable, Infant	2	\$17.85	\$35.70
11.0	11160-000013	NIBP Cuff-Reusable, Child	2	\$20.40	\$40.80
12.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	\$28.05	\$56.10
13.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	2	\$40.80	\$81.60



CharlestonFD-NewYearPurchase-July22

Quote Number: 10553760

Remit to: Stryker Medical

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: CHARLESTON FIRE DEPT

Rep: Austin Long

Attn: NASPO-OK-SW-300

Email: austin.long@stryker.com

Phone Number: (858) 774-0394

Quote Date: 08/25/2022

Expiration Date: 11/23/2022

#	Product	Description	Qty	Sell Price	Total
14.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$272.00	\$544.00
15.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	\$48.45	\$96.90
16.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	\$69.70	\$139.40
17.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$13,876.50	\$13,876.50
18.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$994.50	\$994.50
19.0	11576-000071	LUCAS External Power Supply	1	\$312.80	\$312.80
20.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$605.20	\$605.20
Equipment Total:					\$109,927.41

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	2	-\$6,500.00	-\$13,000.00
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	1	-\$5,000.00	-\$5,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,035.52
Grand Total:	\$92,962.93

Prices: In effect for 30 days

Terms: Net 30 Days



CharlestonFD-NewYearPurchase-July22

Quote Number: 10553760

Remit to:

Stryker Medical

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: CHARLESTON FIRE DEPT

Rep:

Austin Long

Attn: NASPO-OK-SW-300

Email:

austin.long@stryker.com

Phone Number: (858) 774-0394

Quote Date: 08/25/2022

Expiration Date: 11/23/2022

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL

Stryker Medical (formerly Physio-Control, Inc.)



Scope

Pricing

News

Stryker Updated Price File 6.13.22.xlsx

Download Model PA

Contractor Contact

Ted Harris ted.harris@stryker.com (615) 512-4890 www.strykeremergencycare.com		
Awarded	Expiration	Renewal Limit
10/05/2017	04/04/2023	04/04/2023

Documents/Details

Master Agreement Documents	-
Master Agreement Physio-Control	
Pricing Documents	+
Product Documents	+

Participating Addenda

State Participating Addenda	i
Alaska	
Arkansas	
Connecticut	
Hawaii	
Iowa	
Maryland	
Minnesota	
Montana	
New Mexico	
North Carolina	
North Dakota	
Oklahoma	
Rhode Island	
South Carolina	
South Dakota	
Texas	
Utah	
Virginia	
Washington	
West Virginia	
Wisconsin	

August 2022

To whom it may concern,

Stryker certifies that we are the sole manufacturer of the Power-PRO™ 2 ambulance cot (Model 6507). This correspondence is to inform you of the characteristics of the Power-PRO 2 ambulance cot. These characteristics can be broken down into two primary categories: independent qualification and ease of use and maintenance.

Independent qualification

- IP36: The system is tested to withstand powerful water jets.
- Conforms to IEC 60601-1, IEC 60601-1-2, IEC 60601-1-12: The Power-PRO 2 cot conforms to industry standards for mechanical and electrical safety for medical electrical equipment intended for use in emergency medical services environment, as well as electromagnetic compatibility and immunity.
- Meets BS EN 1789 crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.
- Designed to conform to KKK-A-1822, CAAS-GVS, NFPA-1917.
- Meets the following:
 - 16 CFR 1632 (U.S. Flammability)
 - BS EN 597-1 (European Flammability)
 - BS EN-1865-2, BS EN-1865-3 (European Power Assisted cots)
 - Meets AS/NSZ-4535 dynamic crash test safety standards when used with Power-LOAD cot fastener and X-restraints.

Ease of use and maintenance

- The cot has a weight capacity of 700 pounds.
- The cot has an adjustable loading height (up to 36 inches). Operators can use the cot control switches at the foot end of the cot to match any ambulance deck height.
- The cot can extend to 84 inches to allow for better leverage when manually loading/unloading.
- The cot can retract to 60 inches to allow for better mobility in tight spaces.
- The lithium-ion battery is placed at the foot end of the cot and can be accessed with a single hand.
- The battery's LED bars indicate battery power level, as well as charging and error status.
- The cot features a foot end light to help medics navigate through dark environments.
- Reflectors on the cot legs increase visibility for enhanced safety.
- The cot is equipped with Smart Equipment Management™ (SEM™), an interactive dashboard that helps you maximize your investment, minimize downtime and remotely manage your fleet.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. The cot will not abruptly jar the operator or patient.
- The cot is equipped with a bumper detection system that will stop the extension of the legs if they are obstructed while the cot is suspended.
- The cot legs power-retract and power-extend in 1.5 seconds, which speeds load and unload time.

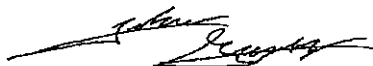
Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com

- The foot end lifting bars and cot control switches at two different heights provide optimum ergonomics to most operator heights.
- The transport height feature lowers the cot to a suggested level at the touch of a button for safe patient transport outside an ambulance.
- The foot end is equipped with a transport handle to provide better ergonomics while in transport height.
- The cot has 6 x 2 inch, sealed casters and bearings, including integrated steer and wheel locks that can be activated from the head end or foot end of the cot.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), eliminating aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your account manager for more information.

Sincerely,



John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SEM, Smart Equipment Management, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Copyright © 2022 Stryker
Mkt Lit-2011 24 JUN 2020 REV B

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 08/17/22 Account Number#: _____

Vendor: Stryker Vendor# _____

Contact: Austin Long Phone# _____

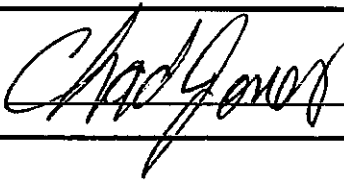
Address: _____
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
1	Power Pro 2 Cot	27,635.11	27,635.11
2	LP15's	33,251.65	66,503.30
1	Lucas 3.0	15,789.00	15,789.00
			0.00
			0.00
2	Trade In LP15's	(6,500.00)	(13,000.00)
1	Trade in Lucas	(5,000.00)	(5,000.00)
1	Shipping	1,035.52	1,035.52
		TOTAL	92,962.93

Requested By: Chad Jones

Purpose of Request: FY23 Capital Outlay purchase
Pricing is based on NAPSO contract pricing.

Operations Chief:
☐ Denied ☐ Approved _____ Date: _____

Administrative Chief:  Date: 8/17/2022

Fire Chief:
☐ Denied ☐ Approved _____ Date: _____

Resolution No. 714-22

Introduced in Council:

September 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Resolution No. 714-22 - Authorizing the Mayor or City Manager to enter into a contract with Mountwest Community and Technical College in the amount of \$54,000 to provide fall, spring, and summer paramedic training courses for 9 members of the Charleston Fire Department.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Mountwest Community and Technical College in the amount of \$54,000 to provide fall, spring, and summer paramedic training courses for 9 members of the Charleston Fire Department.

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 08/18/22 Account Number#: _____

Vendor: Mountwest Vendor# _____

Contact: Ed Bays Phone# _____

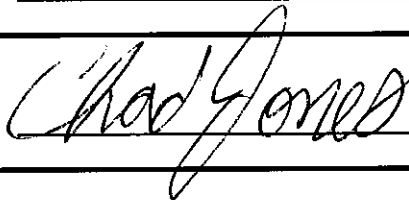
Address: _____
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
9	Fall Tuition for Paramedic Class	2,500.00	22,500.00
9	Spring Tuition for Paramedic Class	2,500.00	22,500.00
9	Summer Tuition for Paramedic Class	1,000.00	9,000.00
			0.00
			0.00
			0.00
			0.00
			0.00
		TOTAL	54,000.00

Requested By: Dave Hodges

Purpose of Request: Paramedic Class Tuition

Operations Chief:
☐ Denied ☐ Approved _____ Date: _____

Administrative Chief:  Date: 8/18/2022
☐ Denied ☒ Approved

Fire Chief:
☐ Denied ☐ Approved _____ Date: _____

Resolution No. 715-22

Introduced in Council:

September 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Resolution No. 715-22 - Authorizing the Mayor or City Manager to enter into a contract with Danhill Construction Co. in an amount not to exceed \$90,000, for the rehabilitation of the former Sugar Creek Fire Station.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Danhill Construction Co. in an amount not to exceed \$90,000, for the rehabilitation of the former Sugar Creek Fire Station, where the rehabilitation work is to include remediation of an existing sinkhole, roof and gutter replacement, and installation of gypsum board and lights. The rehabilitated structure will serve as a physical training/workout facility for the Charleston Fire Department.

BID TABULATION SHEET



New Roof, Gutters, and Sinkhole Repair for the Former Sugar Creek Fire House

Charleston, West Virginia

for

City of Charleston



Bid Start Time - 2:00 pm
Bid Finish Time - 2:02 pm

ZMM Commission No. 22065

Bidder	Danhill Construction Co.	MCS Construction	Mecklenburg Roofing	Start to Finish Construction	Thoroughbred Construction Group
Base Bid	\$65,000	No Bid	No Bid	No Bid	No Bid
Alternate Bid No. 1 - Gypsum Board Clgs & Lights	\$15,000				
Total Construction Cost Base Bid w/ Add Alternate No. 1	\$80,000				
Unit Price No. 1 Replacement of Wood Roof Sheathing - Per SF	\$5.60				
Unit Price No. 2 Replacement of Wood Roof Joists - Per BF	\$10.00				
Number of Calendar Days	60				
Bid Bond	X				
Purchasing Affidavit	X				
Drug-Free Workplace Conformance Affidavit	X				
Local Vendor Affidavit	X				
Addenda Received (1 Addenda)	X				
List of Proposed Subcontractors	X				

Resolution No. 716-22

Introduced in Council:

September 6, 2022

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Resolution No. 716-22 - Authorizing the Mayor or City Manager to enter into a contract with Morton Salt, Inc., for the purchase of road salt for the City Street Department, where the purchase price is \$96.81 per U.S. ton.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager to enter into a contract with Morton Salt, Inc., for the purchase of road salt for the City Street Department, where the purchase price is \$96.81 per U.S. ton, and where the price is fixed through June 30, 2023, and where the contract quantity will be “as needed” with no minimum amount required.

	Morton Salt, Inc.	Compass Minerals America Inc.	Cargill
Item	Price	Price	Price
NIPG 77545 - Road Maintenance Salt - Ton (US)	\$96.81	\$103.22	\$108.57
1 Items			

NOTE: Price is per U.S. ton

Resolution No. 717-22

Introduced in Council:

September 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Resolution No. 717-22 - Authorizing the Mayor or City Manager to enter into a contract with Midlands Pressure Wash Services, LLC, in the amount of \$10,475.00 per year for window cleaning services at City Hall, 501 Virginia Street, East, and Morris Square, 601 Morris Street, at a frequency of twice per year.

Be it Resolved by the Council of the City of Charleston, West Virginia:

Authorizing the Mayor or City Manager to enter into a contract with Midlands Pressure Wash Services, LLC, in the amount not to exceed \$10,475.00 per year for window cleaning services at City Hall, 501 Virginia Street, East, and Morris Square, 601 Morris Street, where the price was determined through a competitive bidding process and where the contract price is fixed for up to two, one year contract renewals.

	Midlands Pressure Wash Services, LLC	Smith Brothers
Item	Price	Price
Window cleaning - City Hall, 501 Virginia Street, East, Charleston - 2 x per year	\$5,550.00	\$11,600.00
Window cleaning - Morris Square, 601 Morris Street, Charleston - 2 x per year	\$4,925.00	\$5,700.00
2 Items		
	\$10,475.00	\$17,300.00

Resolution No. 718-22

Introduced in Council:

September 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Resolution No. 718-22 - Proclaiming that the Council for the City of Charleston acknowledges and accepts the terms and conditions of that certain agreement known as the “Distributors West Virginia Subdivisions Settlement Agreement”—an agreement among the various subdivisions of the State of West Virginia, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation—and authorizing the Mayor or City Manager to execute “Exhibit G – Subdivision Settlement Participation Form,” which is attached to, and incorporated in, the above-named settlement agreement.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Council for the City of Charleston proclaims that it acknowledges and accepts the terms and conditions of that certain agreement known as the “Distributors West Virginia Subdivisions Settlement Agreement”—an agreement among the various subdivisions of the State of West Virginia, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation—and authorizes the Mayor or City Manager to execute “Exhibit G – Subdivision Settlement Participation Form,” which is attached to, and incorporated in, the above-named settlement agreement.

DISTRIBUTORS WEST VIRGINIA SUBDIVISIONS
SETTLEMENT AGREEMENT

Table of Contents

I.	Overview	1
II.	Definitions.....	1
III.	Participation by Subdivisions and Conditions to Effectiveness of Agreement	5
IV.	Settlement Payments	6
V.	Release	10
VI.	Miscellaneous	14
	Exhibit A Non-Litigating Primary Subdivisions	A-1
	Exhibit B Agreed List of Litigating Subdivisions	B-1
	Exhibit C Payment Schedule	C-1
	Exhibit D ABC IRS Form 1098-F	D-1
	Exhibit E Cardinal Health IRS Form 1098-F	E-1
	Exhibit F McKesson IRS Form 1098-F	F-1
	Exhibit G Subdivision Settlement Participation Form.....	G-1
	Exhibit H West Virginia Memorandum of Understanding.....	H-1
	Exhibit I Settling Distributors’ Subsidiaries, Joint Ventures, and Predecessor Entities.....	I-1
	Exhibit J Alleged Harms	J-1
	Exhibit K Illustrative Prepayment Example	K-1

DISTRIBUTORS WEST VIRGINIA SUBDIVISIONS SETTLEMENT AGREEMENT

I. Overview

This Distributors West Virginia Subdivisions Settlement Agreement (the “*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among the West Virginia subdivisions listed in Exhibits A and B (the “*Settling West Virginia Subdivisions*”), McKesson Corporation (“*McKesson*”), Cardinal Health, Inc. (“*Cardinal*”) and AmerisourceBergen Corporation (“*Amerisource*”) (collectively, the “*Agreement Parties*”) to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, the “*Settling Distributors*”).

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Definitions

A. “*Agreement.*” This Distributors West Virginia Subdivisions Settlement Agreement, inclusive of all exhibits.

B. “*Alleged Harms.*” The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit J, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Settling Distributors.

C. “*Appropriate Official.*” As defined in Section VI.C.3.

D. “*Claim.*” Any past, present or future cause of action, claim for relief, crossclaim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising

under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

E. “*Claim-Over.*” A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

F. “*Compensatory Restitution Amount.*” The aggregate amount paid or incurred by the Settling Distributors hereunder other than amounts identified pursuant to Section IV.D as paid for attorneys’ fees, investigation costs or litigation costs.

G. “*Covered Conduct.*” Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (4) diversion control programs or suspicious order monitoring; provided, however, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals.

H. “*Designated Subdivision.*” A Settling West Virginia Subdivision selected by Paul T. Farrell, Jr. and Robert P. Fitzsimmons pursuant to Section VI.C.

I. “*Effective Date.*” The date on which the conditions in Section III.D are satisfied.

J. “*Litigating Subdivision.*” The subdivisions listed in Exhibit B.

K. “*Non-Litigating Primary Subdivision.*” The subdivisions listed in Exhibit A.

L. “*Non-Party Covered Conduct Claim.*” A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

M. “*Non-Party Settlement.*” A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

N. “*Non-Released Entity.*” An entity that is not a Released Entity.

O. “*Opioid Remediation.*” Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit A of Exhibit H of this Agreement provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.

P. “*Participating Subdivision.*” A Non-Litigating Primary Subdivision or Litigating Subdivision that meets the requirements set forth in Section III.B.

Q. “*Preliminary Agreement Date.*” The date on which this agreement is executed by Settling Distributors and Paul T. Farrell, Jr. and Robert P. Fitzsimmons on behalf of the Settling West Virginia Subdivisions.

R. “*Product.*” Any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

S. “*Released Claims.*” Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against a Settling Distributor by any Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a Litigating Subdivision, Non-Litigating Primary Subdivision, or Releasor (whether or not such Litigating Subdivision, Non-Litigating Primary Subdivision, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Agreement Parties intend that this term, “Released Claims,” be interpreted broadly.

T. “*Released Entities.*” With respect to Released Claims, the Settling Distributors and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Distributor; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Distributors or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of each Settling Distributor or its subsidiaries, including in any Settling Distributor or subsidiary’s capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of the Settling Distributors (solely in their capacity as parents or shareholders of the applicable Settling Distributor with respect to Covered Conduct); and (6) any insurer of any Settling Distributor or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section V.B.2). Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt the entities not included within the scope of this release are CVS Health Corp., Walgreens Boots Alliance, Inc., Walmart Inc., Kroger, Rite Aid, Amneal Pharmaceuticals, Impax Laboratories, KVK Tech, Mylan Pharmaceuticals, Fruth Pharmacies, Goodwin Drug Company, or Bypass Pharmacy (collectively, the “Manufacturers/Pharmacies”), nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Manufacturers/Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of a Settling Distributor is a Released Entity, including any joint venture between a Settling Distributor or any Settling Distributor’s subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); *provided, however*, that any joint venture partner of a Settling Distributor or a Settling Distributor’s subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. Lists of Settling Distributors’ subsidiaries, joint ventures, and predecessor entities are appended to this Agreement as Exhibit I. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit I are Released Entities. With respect to wholly-owned subsidiaries (including predecessor entities), Exhibit I represents a good faith effort by the Settling Distributors to list all such entities, but any and all wholly-owned subsidiaries (including predecessor entities) of any Settling Distributor are Released Entities, whether or not they are listed on Exhibit I. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Settling Distributor after the Effective Date is not a Released Entity.

U. “*Releasors.*” With respect to Released Claims, (1) each Participating Subdivision; and (2) without limitation and to the maximum extent of the power of the Participating Subdivision to release Claims, (a) the Participating Subdivision’s departments, agencies, divisions, boards, commissions, districts of any kind, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) the Participating Subdivision’s public entities, public instrumentalities and public educational institutions, and (c) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Participating Subdivision. In addition to being a Releasor as provided

herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form attached hereto as Exhibit G providing for a release to the fullest extent of the Participating Subdivision's authority.

V. *"State Resolution."* A settlement with, or judgment obtained by, a state or state(s) relating to one or more Claims involving, arising out of or relating to Covered Conduct, including but not limited to the Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated).

W. *"West Virginia Mass Litigation Panel."* Kanawha County Civil Action No. 19-C-9000.

X. *"West Virginia Settlement Payment."* The four hundred million dollars (\$400,000,000.00) to be paid by the Settling Distributors under Section IV if this Agreement becomes effective pursuant to Section III.D.

III. Participation by Subdivisions and Conditions to Effectiveness of Agreement

A. *Notice to Subdivisions.* No later than fifteen (15) calendar days after the Preliminary Agreement Date, representative counsel for Settling West Virginia Subdivisions shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Litigating Subdivisions and Non-Litigating Primary Subdivisions. The notice will include the deadline for becoming a Participating Subdivision.

B. *Requirements for Becoming a Participating Subdivision.*

1. A Litigating Subdivision or a Non-Litigating Primary Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to a single point of contact designated by the Settling Distributors for receipt of Subdivision Settlement Participation Forms.

2. The required Subdivision Settlement Participation Form is attached as Exhibit G. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit G or interpreted differently from this Agreement in any respect, this Agreement controls.

C. *Participation by Subdivisions.* This Agreement shall become effective if certain conditions are satisfied as set forth below:

1. One hundred percent (100%) of Litigating Subdivisions and Non-Litigating Primary Subdivisions must become Participating Subdivisions by September 23, 2022.

2. If the condition set forth in Section III.C.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to Paul T. Farrell, Jr. and Robert P. Fitzsimmons. If the condition set forth by Section III.C.1 is not met and the

Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

3. Upon notice by the Settling Distributors to Paul T. Farrell, Jr. and Robert P. Fitzsimmons that one of the conditions in Sections III.C.1 or 2 has been satisfied, each Litigating Subdivision that is a Participating Subdivision shall proceed to promptly dismiss with prejudice its claims against the Settling Distributors.

D. *Effective Date.* This Agreement shall become effective if one of the conditions in Sections III.C.1 or 2 has been satisfied and all the dismissals with prejudice required by Section III.C.3 have been entered. The date upon which these conditions are fully satisfied shall be the Effective Date.

IV. Settlement Payments

A. *Schedule.* The total amount to be paid by the Settling Distributors under this Agreement is four hundred million dollars (\$400,000,000.00), which is inclusive of all fees and costs of any kind, and any common benefit assessment (if any) shall be paid from this amount. The Settling Distributors shall make twelve (12) payments pursuant to the schedule set forth in Exhibit C.

1. The first payment shall be due sixty (60) days after the Settling Distributors' receipt of all required Subdivision Settlement Participation Forms pursuant to Sections III.B and III.C and the entries of dismissals with prejudice of all lawsuits brought by Litigating Subdivisions that are Participating Subdivisions pursuant to Section III.C.3.

2. The second payment shall be due on January 31, 2023 or sixty (60) days after the Settling Distributors' receipt of all required Subdivision Settlement Participation Forms and the entries of dismissals with prejudice of all lawsuits brought by Litigating Subdivisions that are Participating Subdivisions, whichever is later.

3. Each subsequent payment shall be due on January 31 of each successive year.

B. *Receipt and Disbursement of West Virginia Settlement Payment.* All payments made under this Section IV shall be made into the Qualified Settlement Fund ("QSF") as established by the Settling West Virginia Subdivisions. The QSF shall allocate the West Virginia Settlement Payment to Participating Subdivisions pursuant to the West Virginia First Memorandum of Understanding, attached as Exhibit H, and as directed by the West Virginia Mass Litigation Panel.

C. *Allocation of Payments Among Settling Distributors.* Payments due from the Settling Distributors under this Agreement will be allocated among the Settling Distributors as follows: McKesson – 38.1%; Amerisource – 31.0%; Cardinal – 30.9%. A Settling Distributor's sole responsibility for payments under this Agreement shall be to make its share of each payment.

The obligations of the Settling Distributors in this Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

D. *Use of Payment.*

1. The amounts paid under this Agreement shall be distributed pursuant to the West Virginia First Memorandum of Understanding, attached as Exhibit H. It is the intention of the Agreement Parties that the entire Compensatory Restitution Amount shall be used for Opioid Remediation. It is the intention of the Settling Distributors that at least eighty-five percent (85%) of the total amount paid under this Agreement shall be used for Opioid Remediation and not more than fifteen percent (15%) shall be used for attorneys' fees and costs; *provided, however*, that the Settling Distributors recognize that the final amount to be allocated to attorneys' fees and costs shall be determined by the West Virginia Mass Litigation Panel.

2. Without limiting the foregoing, if, at any time, a Participating Subdivision uses any monies from the West Virginia Settlement Payment for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision shall identify such amounts and report to the Settling Distributors how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. Any such Participating Subdivision shall make reports to the Settling Distributors with respect to each six (6) month period ending on June 30 or December 31 of any year in which a portion of the West Virginia Settlement Payment is received, and such reports shall be provided within ninety (90) days of the end of the applicable six (6) month period.

E. *Nature of Payment.* Each of the Settling Distributors and the Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Settling Distributors constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by the Settling Distributors;

4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or

in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and

5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in this Section IV.E, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

F. *Significant Financial Constraint.*

1. A Settling Distributor's allocable share of an annual payment due under Section IV.A may, at the election of such Settling Distributor, be deferred either (a) up to the amount by which that share plus amounts payable during that payment year by that Settling Distributor under any State Resolutions would exceed twenty percent (20%) of such Settling Distributor's total operating cash flow (as determined pursuant to United States generally accepted accounting principles) for its fiscal year that concluded most recently prior to the due date for that payment or (b) (i) up to twenty-five percent (25%) if, as of thirty (30) calendar days preceding that payment date, the Settling Distributor's credit rating from one or more of the three nationally recognized rating agencies is below BBB or Baa2 or (ii) up to one hundred percent (100%) if, as of thirty (30) calendar days preceding that payment date, the company's credit rating from one or more of the three (3) nationally recognized rating agencies is below BBB- or Baa3.

2. If the reason for exceeding twenty percent (20%) of a Settling Distributor's total operating cash flow or the decrease in credit rating is substantially attributable to the incurrence of debt to fund post-settlement acquisitions or to the payment of dividends and/or share repurchases that together are of an amount that exceeds the total amount of those two items for the prior fiscal year, no deferral is available. A Settling Distributor shall not be allowed to defer payment for a payment year if that Settling Distributor engaged in any share repurchases in the three fiscal quarters prior to the payment date for that payment year.

3. If a Settling Distributor has reason to believe that it will not be able to pay some or all of its allocable share of an annual payment, it shall provide at least ninety (90) calendar days' prior written notice to Paul T. Farrell, Jr. and Robert P. Fitzsimmons (a "Deferred Payment Notice"). Any Deferred Payment Notice shall specify and include: (a) the gross amount of the payments owed (including the estimated allocable portion of the annual payment, and amounts owed under State Resolutions by the relevant Settling Distributor), (b) the amount that the Settling Distributor believes it will be unable to pay, (c) the accounting and audited financial documents upon which the Settling Distributor relied for making this determination, and (d) any other relevant information for Paul T. Farrell, Jr. and Robert P. Fitzsimmons to consider.

4. A Settling Distributor shall not utilize this provision during the first three (3) payment years. If a Settling Distributor defers some or all of the payments due in a

payment year pursuant to this Section IV.F, it shall not repurchase any shares, or fund new acquisitions with an acquisition price greater than \$250 million, during the deferral period until the deferred amount is fully repaid with interest. Any amounts deferred shall bear interest at an interest rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Deferred Payment Notice plus 0.5%.

5. The Settling Distributor shall pay all deferred amounts, including applicable interest on the next payment date. If the amounts previously deferred (including interest) together with the Settling Distributor's share of all payments due for a payment year would allow for a deferral under Section IV.F.1, the Settling Distributor shall pay as much of the previously deferred amounts (including interest) as it can pay without triggering the ability to defer payment and may defer the remainder as permitted under (and subject to the restrictions of) this Section IV.F.

6. If a Settling Distributor could pay a portion of its allocable share of the annual payments due pursuant to this Agreement during a payment year without triggering this Section IV.F, the Settling Distributor shall be required to pay that portion as scheduled and only the excess would be subject to deferral at the election of the Settling Distributor (in whole or in part) as provided herein.

7. The Settling Distributor shall pay any deferred amounts, including applicable interest on or before the date on which the last payment is due.

G. *Pre-payment Option.*

1. Any Settling Distributor shall have the right, subject to the limitations set forth in Section IV.G.3, to prepay any annual payment in whole or in part, without premium or penalty (a "*Settlement Prepayment*") by providing at least fourteen (14) calendar days prior written notice to Paul T. Farrell, Jr. and Robert P. Fitzsimmons (a "*Prepayment Notice*"). Any Prepayment Notice shall specify: (a) the gross amount of the Settlement Prepayment, (b) the manner in which such Settlement Prepayment shall be applied to reduce such Settling Distributor's future share of annual payments (*i.e.*, to which future year(s) the allocable portion of an annual payment owed by such Settling Distributor the Settlement Prepayment should be applied) (such manner of application, a "*Settlement Prepayment Reduction Schedule*"), (c) the net present value of the Settlement Prepayment as of the Prepayment Date based on the Settlement Prepayment Reduction Schedule using a discount rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Prepayment Notice plus 1.75% (such net present value amount, the "*Net Settlement Prepayment Amount*"), and (d) the date on which the prepayment will be made, which shall be no more than fifteen (15) calendar days after the date of the Prepayment Notice (the "*Prepayment Date*").

2. On the Prepayment Date the Settling Distributor shall pay the Net Settlement Prepayment Amount to the QSF and such amount shall be used only as specified in Section IV. Following such payment, all future portions of the annual payments allocated to the applicable Settling Distributor under Section IV.C shall be reduced pursuant to the

Settlement Prepayment Reduction Schedule, and Exhibit C will be updated to give effect to such reduction, and going forward such updated schedule will be Exhibit C.

3. A Settling Distributor's right to make prepayments shall be subject to the following limitations:

a. A Settling Distributor shall make no more than three (3) prepayments over the payment term. A Settling Distributor shall not make a prepayment in consecutive years, there shall not be a prepayment in the first payment year.

b. The total amount of a prepayment shall not be larger than the anticipated annual payment for any payment year affected by the prepayment.

c. Prepayments shall be applied proportionately to all Participating Subdivisions.

d. In a payment year against which there has been a prepayment, if the actual annual payment is greater than the amount prepaid prior to discounting calculations, the Settling Distributor shall pay the difference. If, in a payment year for which there has been a prepayment, the actual annual payment is less than the amount calculated at the time of the prepayment, there shall be a credit for the difference to the Settling Distributor to be applied in the subsequent payment year(s).

4. For illustrative purposes only, attached as Exhibit K is an example showing a Settlement Prepayment, the related calculation of the Net Settlement Prepayment Amount, and the related adjustment to the settlement payment schedule.

V. Release

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasers' Released Claims. Each Participating Subdivision (for itself and its Releasers) hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Participating Subdivision to release Claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

1. It is the intent of the Agreement Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;

b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasers against non-parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. This Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

e. The provisions of this Section V.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Effective Date, any Releaser enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releaser will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from the Settling Distributors in this Section V, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releaser obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Section V.B.3, or any Releaser files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releaser is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section V.A.2, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section V.A.1.e with respect to that Non-

Released Entity and that Releasor and the Settling Distributors shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Settling Distributors:

- a. The Settling Distributors shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Agreement, whichever is later;
- b. The Settling Distributors and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement;
- c. That Releasor and the Settling Distributors shall take steps sufficient and permissible under the law of the State of West Virginia to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement. Such steps may include, where permissible:
 - (i) Filing of motions to dismiss or such other appropriate motion by the Settling Distributors or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
 - (ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (iv) Return of monies paid by the Settling Distributors to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - (v) Payment of monies to the Settling Distributors by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (vi) Credit to the Settling Distributors under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Settling Distributors may devise to hold the Settling Distributors harmless from the Claim-Over.

d. The actions of that Releasor and the Settling Distributors taken pursuant to Section V.B.4.c must, in combination, ensure the Settling Distributors are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to Section V.B.4.c, that Releasor and the Settling Distributors may seek review by the West Virginia Mass Litigation Panel. In the event that the West Virginia Mass Litigation Panel's actions do not result in Released Entities being held fully harmless, the Settling Distributors shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Settling Distributors harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that the Settling Distributors may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section V.A.3 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Settling Distributor shall notify the Participating Subdivisions to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

C. *General Release.* In connection with the releases provided for in this Agreement, each Participating Subdivision (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivisions' decision to enter into this Agreement.

D. *Assigned Interest Waiver.* To the extent that any Participating Subdivision has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Distributor (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Participating Subdivision waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Distributor.

E. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement or other judgment entered on this Agreement, gives rise to under applicable law.

F. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the West Virginia Settlement Payment or any portion thereof, or by the enactment of future laws, or by any seizure of the West Virginia Settlement Payment or any portion thereof.

G. *Cooperation.* Each Participating Subdivision (for itself and its Releasors) (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by the Settling Distributors to secure the prompt dismissal of any and all Released Claims.

VI. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. This Agreement shall not be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of this Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Enforceability.* This Agreement is enforceable only by the Settling Distributors and Participating Subdivisions; *provided, however*, that Released Entities may enforce Section V. The Settling Distributors consent to the jurisdiction of the West Virginia Mass Litigation Panel, limited to resolution of disputes related to the enforcement of this Agreement.

C. *Tax Cooperation and Reporting.*

1. Upon request by any Settling Distributor, the Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Distributors to establish the statements set forth in

Section IV.E to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section VI.C.1, each Participating Subdivision shall cooperate in good faith with any Settling Distributor with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated Subdivision on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “*Appropriate Official*”). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit D, Exhibit E, and Exhibit F with respect to each of the Settling Distributors and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Settling Distributors, and (b) provides to each of the Settling Distributors a copy of (i) the IRS Form 1098-F filed with respect to such Settling Distributor and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section IV.E.

4. The Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section VI.C.3, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor’s portion of the West Virginia Settlement Payment as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor’s portion of the West Virginia Settlement Payment less the Compensatory Restitution Amount as the “Amount to be paid for violation or potential violation” in Box 2 of IRS Form 1098-F, and each Settling Distributor’s portion of the Compensatory Restitution Amount as going toward attorneys’ fees and costs as “Restitution/remediation amount” in Box 3 of IRS Form 1098-F, as reflected in the attached Exhibit D, Exhibit E, and Exhibit F. If the Designated Subdivision shall be required to file any return, amended return, or written statement contemplated by this Section other than an IRS Form 1098-F in the form attached as Exhibit D, Exhibit E, and Exhibit F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Settling Distributor a draft of such return, amended return, or written statement in respect of such Settling Distributor no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Settling Distributor on the return, amended return, or written statement in respect of such Settling Distributor.

5. For the avoidance of doubt, neither the Settling Distributors nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

D. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Participating Subdivision or a Released Entity. Participating Subdivisions may not assign or otherwise convey any right to enforce any provision of this Agreement.

E. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement by any other person, and will support the integrity and enforcement of the terms of this Agreement.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement, Settling Distributors may contact Paul T. Farrell, Jr. and Robert P. Fitzsimmons for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including all Exhibits, represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:

Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:

Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to West Virginia Subdivisions at:

Paul T. Farrell, Jr.
Farrell & Fuller
1311 Ponce De Leon, Suite 202
San Juan, PR 00907
paul@farrellfuller.com

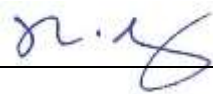
Robert P. Fitzsimmons
Fitzsimmons Law Firm, PLLC
1609 Warwood Ave
Wheeling, WV 26003
bob@fitzsimmonsfirm.com

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: July 31, 2022

CARDINAL HEALTH, INC.

By: _____

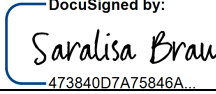
Name: Jessica L. Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 7/31/2022

MCKESSON CORPORATION

By:  473840D7A75846A...

Name: Saralisa Brau

Title: Corporate Secretary

Authorized and agreed to by:

Dated: July 31, 2022

AMERISOURCEBERGEN CORPORATION



By: _____

Elizabeth Campbell

Executive Vice President and Chief Legal Officer

Authorized and agreed to by:

Dated: July 30, 2022

REPRESENTATIVE COUNSEL FOR WEST
VIRGINIA SUBDIVISIONS

By: _____

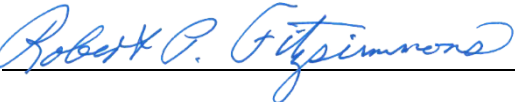
Name: Paul T. Farrell, Jr.

Title: Attorney

Authorized and agreed to by:

Dated: 07/31/2022

REPRESENTATIVE COUNSEL FOR WEST
VIRGINIA SUBDIVISIONS

By: 

Name: Robert P. Fitzsimmons

Title: Attorney (W. Va. Bar # 1212)
FITZSIMMONS LAW FIRM PLLC
1609 Warwood Avenue
Wheeling, WV 26003
Phone: (304) 277-1700
Fax: (304) 277-1705
Email: bob@fitzsimmonsfirm.com

Exhibit A
Non-Litigating Primary Subdivisions

1. Morgantown City
2. Wheeling City
3. Hampshire County
4. Martinsburg City

Exhibit B
Agreed List of Litigating Subdivisions

- | | |
|--------------------------------------|-------------------------|
| 1. Addison (Webster Springs) Town | 44. Hurricane City |
| 2. Barbour County | 45. Jackson County |
| 3. Barboursville Village | 46. Jefferson County |
| 4. Beckley City | 47. Junior Town |
| 5. Belington Town | 48. Kanawha County |
| 6. Belle Town | 49. Kenova City |
| 7. Berkeley County | 50. Kermit Town |
| 8. Bluefield City | 51. Lewis County |
| 9. Boone County | 52. Lincoln County |
| 10. Braxton County | 53. Logan City |
| 11. Brooke County | 54. Logan County |
| 12. Buckhannon City | 55. Madison City |
| 13. Calhoun County | 56. Man Town |
| 14. Ceredo City | 57. Marion County |
| 15. Chapmanville Town | 58. Marshall County |
| 16. Charles Town City | 59. Mason County |
| 17. Charleston City | 60. Matewan Town |
| 18. Chesapeake Town | 61. McDowell County |
| 19. Clarksburg City | 62. Mercer County |
| 20. Clay County | 63. Milton Town |
| 21. Clendenin Town | 64. Mineral County |
| 22. Delbarton Town | 65. Mingo County |
| 23. Doddridge County | 66. Monongalia County |
| 24. Dunbar City | 67. Monroe County |
| 25. Eleanor Town | 68. Montgomery City |
| 26. Elizabeth Town | 69. Morgan County |
| 27. Fairmont City | 70. Moundsville City |
| 28. Fayette County | 71. Mullens City |
| 29. Fort Gay Town | 72. Nicholas County |
| 30. Gauley Bridge Town | 73. Nitro City |
| 31. Gilbert Town | 74. Oceana Town |
| 32. Gilmer County | 75. Ohio County |
| 33. Glenville Town | 76. Parkersburg City |
| 34. Grafton City | 77. Pendleton County |
| 35. Grafton City Hospital, Inc. (WV) | 78. Philippi City |
| 36. Grant County | 79. Pleasants County |
| 37. Granville Town | 80. Pocahontas County |
| 38. Greenbrier County | 81. Point Pleasant City |
| 39. Hamlin Town | 82. Preston County |
| 40. Hancock County | 83. Princeton City |
| 41. Hardy County | 84. Putnam County |
| 42. Harrison County | 85. Quinwood Town |
| 43. Harrisville Town | 86. Rainelle Town |

87. Raleigh County
88. Randolph County
89. Ravenswood City
90. Richwood City
91. Ripley City
92. Ritchie County
93. Roane County
94. Romney City
95. Rupert Town
96. Smithers City
97. Sophia Town
98. South Charleston City
99. Spencer City
100. St. Albans City
101. St. Marys City
102. Star City Town
103. Summers County
104. Summersville City
105. Sutton Town

106. Taylor County
107. Tucker County
108. Tyler County
109. Upshur County
110. Vienna City
111. Wayne County
112. Webster County
113. Weirton City
114. Welch City
115. West Hamlin Town
116. Wetzel County
117. White Sulphur Springs City
118. Whitesville Town
119. Williamson City
120. Williamstown City
121. Winfield Town
122. Wirt County
123. Wood County
124. Wyoming County

Exhibit C
Payment Schedule

Payment Number	Amount
Payment 1	\$50,000,000.00
Payment 2	\$50,000,000.00
Payment 3	\$40,000,000.00
Payment 4	\$40,000,000.00
Payment 5	\$40,000,000.00
Payment 6	\$40,000,000.00
Payment 7	\$40,000,000.00
Payment 8	\$40,000,000.00
Payment 9	\$15,000,000.00
Payment 10	\$15,000,000.00
Payment 11	\$15,000,000.00
Payment 12	\$15,000,000.00
Total Payment	\$400,000,000.00

Exhibit D
ABC IRS Form 1098-F

0303 ☐ VOID ☐ CORRECTED		OMB No. 1545-2284 Form 1098-F (Rev. January 2022) Fines, Penalties, and Other Amounts		
FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED SUBDIVISION] [ADDRESS]				1 Total amount required to be paid \$ 124,000,000.00
				2 Amount to be paid for violation or potential violation \$
				3 Restitution/remediation amount \$ 124,000,000.00
4 Compliance amount \$	5 Date of order/agreement XX/XX/2022	Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 23-3079390			
PAYER'S name AmerisourceBergen Corporation				
Street address (including apt. no.) 1 West First Avenue				
City or town, state or province, country, and ZIP or foreign postal code Conshohocken, PA 19428				
		6 Court or entity Current Order of Payments (Form 1098-F) and provisions of other laws related under the Settlement Agreement entered into by the Settling Divisions and the Settling West Virginia Indemnitors (each as defined in its agreement), dated as of [].		
		7 Case number Case Number 10-0-0000 and other case-related under the Settlement Agreement entered into by the Settling Divisions and the Settling West Virginia Indemnitors (each as defined in its agreement), dated as of [].		
		8 Case name or names of parties to suit, order, or agreement See Federal Register and other case-related under the Settlement Agreement entered into by the Settling Divisions and the Settling West Virginia Indemnitors (each as defined in its agreement), dated as of [].		
		9 Code A, B		

Form **1098-F** (Rev. 1-2022) Cat. No. 71382B www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service
Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page

Exhibit E
Cardinal Health IRS Form 1098-F

0303 ☐ VOID ☐ CORRECTED			
FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED SUBDIVISION] [ADDRESS]		1 Total amount required to be paid	OMB No. 1545-2284 Form 1098-F (Rev. January 2022) For calendar year 20 <u>22</u>
		2 Amount to be paid for violation or potential violation	
		3 Restitution/remediation amount	
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 31-0958666	\$ 123,600,000.00 \$ \$ 123,600,000.00	5 Date of order/agreement XX/XX/2022
PAYER'S name Cardinal Health, Inc. and consolidated subsidiaries Street address (including apt. no.) 7000 Cardinal Place City or town, state or province, country, and ZIP or foreign postal code Dublin, Ohio 43017		4 Compliance amount \$ 6 Court or entity Circuit Court of Hancock County, West Virginia, and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and the Settling West Virginia Subdivisions (each as defined in such agreement), dated as of 2/2/22. 7 Case number Civil Action No. 18-CV-00201 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and the Settling West Virginia Subdivisions (each as defined in such agreement), dated as of 2/2/22. 8 Case name or names of parties to suit, order, or agreement in re: Opioid Litigation and other cases settled under the Settlement Agreement entered into by the Settling Distributors and the Settling West Virginia Subdivisions (each as defined in such agreement), dated as of 2/2/22.	Copy A For Internal Revenue Service Center File with Form 1098. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
9 Code A, B			
Form 1098-F (Rev. 1-2022) Cat. No. 71382B www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page			

Exhibit F
McKesson IRS Form 1098-F

0303 ☐ VOID ☐ CORRECTED		OMB No. 1545-2284		
FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED SUBDIVISION] [ADDRESS]		1 Total amount required to be paid \$ 152,400,000.00	Form 1098-F (Rev. January 2022) For calendar year 20 22	Fines, Penalties, and Other Amounts
		2 Amount to be paid for violation or potential violation \$		
		3 Restitution/remediation amount \$ 152,400,000.00		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 23-3079390	4 Compliance amount \$	5 Date of order/agreement XX/XX/2022	Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
PAYER'S name McKesson Corporation		6 Court or entity Cr. Ct. of Kanawha County, West Virginia and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors (as defined in such agreement) and West Virginia, dated as of (i).		
Street address (including apt. no.) 6535 N. State Highway 161		7 Case number Civil Action No. 19-C-9000 and other cases settled under the Settlement Agreement entered into by the Settling Distributors (as defined in such agreement) and West Virginia, dated as of (i).		
City or town, state or province, country, and ZIP or foreign postal code Irving, TX 75039		8 Case name or names of parties to suit, order, or agreement In re: Opium Litigation, NO. 19-C-9000 and other cases settled under the Settlement Agreement entered into by the Settling Distributors (as defined in such agreement) and West Virginia, dated as of (i).		
City or town, state or province, country, and ZIP or foreign postal code Irving, TX 75039		9 Code A, B		

Form **1098-F** (Rev. 1-2022) Cat. No. 71382B www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page

Exhibit G
Subdivision Settlement Participation Form

Governmental Entity:	
County of Governmental Entity (If Applicable):	
Authorized Official Name:	
Authorized Official Title:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (the “*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Distributors West Virginia Subdivisions Settlement Agreement dated July 31, 2022 (the “*Distributors Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Distributors Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within fourteen (14) days of notice by Settling Distributors to Paul T. Farrell, Jr. and Robert P. Fitzsimmons that one of the conditions in Section III.C.1-2 has been satisfied, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributors Settlement.
4. By agreeing to the terms of the Distributors Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments.
5. The Governmental Entity agrees to use any monies it receives through the Distributors Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the West Virginia Mass Litigation Panel for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Settlement.

7. The Governmental Entity has the right to enforce the Distributors Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Settlement, including, but not limited to, all provisions of Section V thereof, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Settlement.
10. In connection with the releases provided for in the Distributors Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Distributors Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributors Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation Form is

worded differently from Exhibit G to the Distributors Settlement or interpreted differently from the Distributors Settlement in any respect, the Distributors Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit H
WEST VIRGINIA FIRST
MEMORANDUM OF UNDERSTANDING

General Principles

Whereas, the people of the State of West Virginia, its Local Governments and communities, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, certain Local Governments, through their elected representatives and counsel, and the State, through its Attorney General, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the public harms caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of West Virginia;

Terms

The State and its Local Governments and communities, subject to the completion of formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements and Judgments described herein.

A. Definitions

As used in this Memorandum of Understanding:

1. "Approved Purpose(s)" shall mean evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction, to develop, promote and provide evidence-based substance use prevention strategies, to provide substance use avoidance and awareness education, to engage in enforcement to curtail the sale, distribution, promotion or use of opioids and other drugs, to decrease the oversupply of licit and illicit opioids and to support recovery from addiction to be performed by qualified providers as is further set forth in Exhibit A and Paragraph B(3) below.
2. "Court" is the West Virginia Mass Litigation Panel.
3. "Foundation Share" shall mean Opioid Funds allocated to the Foundation from any settlement or judgment.

4. "Judgment" shall mean a final judgment or verdict in favor of any of the Parties in a judicial proceeding pending in either state or federal court (including Bankruptcy Court) which resolves legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant. Judgment shall not include any judgment on the claims of Cabell County and the City of Huntington which were previously tried in the United States District Court for the Southern District of West Virginia, or any judgment on any claims asserted by the State against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code § 9-7-6(c) or for Medicaid reimbursement.
5. "Local Government(s)" shall mean all counties, cities, villages, and towns located within the geographic boundaries of the State.
6. "Local Government Share" or "LG Share" shall mean Opioid Funds allocated directly to Local Governments from any settlement or judgment.
7. "Regional Share Calculation" shall mean each Region's share of Opioid Funds which shall be calculated by summing the individual percentage shares of the Local Governments set forth in Exhibit C for all of the subdivisions in the entire Region as defined in Exhibit B.
8. "Net Opioid Fund" is the Opioid Fund less the Opioid Seed Fund payment.
9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement or Judgment as defined in this Memorandum of Understanding.
10. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids are manufactured, marketed, promoted, distributed, or dispensed.
11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending in the United States District Court for the Northern District of Ohio, the proceedings before the West Virginia Mass Litigation Panel, styled In Re: Opioid Litigation, Civil Action No. 19-C-9000, and relates to conduct occurring prior to the date of this agreement. For the avoidance of doubt, the term Pharmaceutical Supply Chain Participant includes any parent or subsidiary company of any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, and any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, that seeks or has sought protection under the United States Bankruptcy Code.

12. "Settlement" shall mean the negotiated resolution by any of the Parties, of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Parties. It does not include the Settlements the State and/or the West Virginia Attorney General entered into with any Pharmaceutical Supply Chain Participant prior to December 1, 2021. For the avoidance of doubt McKinsey is included. Settlement shall not include the claims of Cabell County and the City of Huntington, which were previously tried in the United States District Court for the Southern District of West Virginia or settlement of any claims asserted by the State and/or the West Virginia Attorney General against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code, § 9-7-6(c) or for Medicaid reimbursement.
13. "State Share" shall mean Opioid Funds allocated to the State from any settlement or judgment.
14. "The Parties" shall mean the State and the Local Governments.
15. "Regions" shall mean the division of the Local Governments into six (6) separate areas as set forth in Exhibit B.
16. "The State" shall mean the State of West Virginia acting through its Attorney General.
17. "West Virginia Seed Fund" shall be funded as set forth in Paragraph B(2)(a). The funds are available for use in proper creation and documentation of the West Virginia Opioid Foundation and to fund their start-up work, and subsequent operation.

B. Settlement and Judgment Proceeds

1. The Parties shall organize a private, nonstock, nonprofit corporation for the purposes of receiving and distributing West Virginia Opioid Funds as set forth in Section C. of this MOU ("Opioid Foundation").
2. The Parties shall allocate all Opioid Funds as follows:
 - a. Subject to relevant approvals, the State shall pay into the West Virginia Seed Fund the \$10,000,000 received from McKinsey & Company as a result of the February 3, 2021, consent judgment with the State.
 - b. All other Opioid Funds covered by the agreement shall be allocated as set forth below:

- i. 24.5% of the Net Opioid Funds shall be allocated as LG Shares. These LG Shares shall be allocated amongst the Local Governments using the default percentages set forth in Exhibit C. Each county and its inclusive municipalities must either: (a) ratify the default allocation; (b) reach an agreement altering the default allocation; or (c) submit to binding arbitration before Judge Christopher Wilkes (WVMLP Special Master) whose decision will be final and non-appellable.
 - ii. The Foundation will receive 72.5% of the Net Opioid Funds ("Foundation Share").
 - iii. The State shall receive 3% of the Net Opioid Funds ("State Share"), by and through the Attorney General, to be held in escrow for expenses incurred related to opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to Local Governments and 2% goes to the Opioid Foundation.
3. All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The LG Share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to one-half of the LG Share may be used to provide restitution for monies that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.
4. In the event a Local Government merges, dissolves, or ceases to exist, the relevant shares for that Local Government shall be redistributed equitably based on the composition of the successor Local Government. If a Local Government for any reason is excluded from a specific Settlement or Judgment, the allocation percentage for that Local Government shall be redistributed among the participating Local Governments for that Settlement or Judgment.
5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained that are unrelated to any Settlement or Judgment with a Pharmaceutical Supply Chain Participant, including those received via grant, bequest, gift, or the like, may be directed to the Opioid Foundation and disbursed as set forth below.
7. The Foundation Share shall be used for the benefit of the people of West Virginia consistent with the by-laws of the Foundation documents and this MOU.

8. Nothing in this MOU alters or changes the Parties' rights to pursue their own claims in litigation, subject to Paragraph E. Rather, the intent of this MOU is to join the Parties together regarding the distribution of the proceeds of settlements with or judgments against Pharmaceutical Supply Chain Participants for the benefit of all West Virginians and ensure that settlement monies are spent consistent with the Approved Purposes set forth in Exhibit A.
9. Any settlement, judgment and/or other remedy arising out of *City of Huntington v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01362) and/or *Cabell County Commission v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01665) pending in the United States District Court for the Southern District of West Virginia (Faber, J.) ("CT2") is specifically excluded from this MOU.

C. The Opioid Foundation

1. The Parties shall create a private section 501(c)(3) Opioid Foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take advantage of economies of scale and will partner with the State to increase revenue streams.
2. Each Region shall create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the Regional Share Calculation. The Expert Panel may consult with and may make recommendations to Regions on projects, services and/or expenses to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects, services and/or expenses that will equitably serve the needs of the entire Region.

3. Board Composition

The Board will consist of 11 members comprising representation as follows:

- a. To represent the interests of the State, five appointees of the governor, subject to confirmation by the Senate. The five appointees are intended to be limited to one from any given Region. If special circumstances are shown, this provision may be waived by a vote of four of the six Local Government members.
- b. To represent the interests of the Local Governments, six members, with one member selected from each Region. The Local Governments in each Region shall make the selection of the board member to represent their region.

4. Board terms will be staggered three-year terms. Board members may be reappointed.
5. Board members shall serve as fiduciaries of the Foundation separate and distinct from any representational capacity of the entity appointing the Board Member. Members of any regional governing structure shall likewise serve as fiduciaries of their Region separate and distinct from any representational capacity of the entity appointing the member.
6. Members of the board should have expertise in a variety of disciplines, such as substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Drawing Board members from these disciplines will help to ensure that the Board will make appropriate and prudent investments in order to meet short-term and long-term goals.
7. Six members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a designee to attend and vote if the Board member is unavailable to attend a board meeting.
8. The Foundation shall have an Executive Director appointed by the Attorney General after consultation with the Board. The Board may reject the Attorney General's selection of the Executive Director only on the affirmative vote of eight members of the board. The Executive Director shall have at least six years' experience in healthcare, finance and management and will be responsible for the management, organization, and preservation of the public/private partnership's records. The Executive Director may be removed by the Board upon the concurrence of the votes of three-fourths of the members of the Board. The Executive Director shall have the right to attend all Board meetings unless otherwise excused but shall vote only in the event of a tie.
9. The Board shall appoint the Expert Panel. The Expert Panel should include experts in the fields of substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. The purpose of the Expert Panel is to assist the Board in making decisions about strategies for abating the opioid epidemic in local communities around the state. The Executive Director and any member of the Board shall have the right to attend all meetings of the Expert Panel.
10. The governance of the Board and the criteria to be established for disbursement of funds shall be guided by the recognition that expenditures should insure the efficient and effective abatement of the opioid epidemic, the enforcement of laws to curb the use of opioids, and the prevention of future addiction and substance misuse based upon an intensity and needs basis. All expenditures must be consistent with the categories of Approved Purposes as set forth in Exhibit A hereto.

11. Disbursement of Foundation Share by the Board

- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
- b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation from the Foundation Share, from the State Share (as directed by the State), or from sources other than Opioid Funds as provided below.
- c. The Foundation shall spend 20% of its annual budget in the six regions during the Foundation's first seven years of funding to be divided according to each Region's fixed Regional Share Calculation. After seven years, all regional spending will be as set forth in Section 11(d), below. Regions may, after consulting with the Expert Panel, expend the sums received under this Section 11(c) for any Approved Purposes.
- d. After the Regional Shares are distributed as set forth in Section 11(c), the Disbursement of Funds from the Foundation Share approved for disbursement by the Board for Approved Purposes shall be disbursed based on an evidence-based evaluation of need after consultation with the Expert Panel. The Parties do not intend to require any specific regional allocation of the Foundation Share other than those distributed pursuant to Paragraph 11(c).
- e. Regions may collaborate with other Regions to submit joint proposals.
- f. The proposed procedures shall set forth the role of the Expert Panel in advising the Regions and the Board concerning disbursements of Opioid Funds of the Foundation as set forth in this MOU.
- g. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, after receiving counsel from its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed annually. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from communities, entities, or regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid funds received by the Foundation; (e) investment income; and (f) long-term financial viability of the Foundation. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short-term strategies.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation, including the Regions, shall operate in a transparent manner. Meetings

should be open. All operations of the Foundation and all Foundation supervised entities, including the Regions, shall be subject to audit and review by the Attorney General and/or other appropriate State officials.

13. Each Local Government shall submit an annual financial report to the Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year. A report for each Region shall be prepared no later than thirty days thereafter. Each Region's report shall incorporate the information disclosed in each Local Government's annual report generated pursuant to Section B(4), above. Each Region's report shall specify (i) the amount of Opioid Funds received, (ii) the amount of Opioid Funds disbursed or applied during the previous fiscal year, broken down by categories of Approved Uses (indicating the name of the recipient, the amount awarded, a description of the use of the award, and disbursement terms), and (iii) impact information measuring or describing the progress of the Approved Use strategies.
14. The Foundation shall publish a consolidated report detailing annual financial expenditures within 15 days of the last day of the state fiscal year covered by the report.
15. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
16. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property, government grants, private-sector donations, and cash in addition to the proceeds of the Litigation. These Non-Opioid additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest, or deposit consistent with the mission of the Foundation.

D. Payment of Attorneys' Fees and Litigation Expenses

Payment of all Attorneys' Fees and Litigation Expenses shall be awarded consistent with the orders of the Court and upon recommendation of Judge Christopher Wilkes (WVMLP Special Master). Such award shall be final and non-appealable.

E. Authority to Negotiate and Announcing Resolution of Claims

1. The Court has established three case tracks.
 - a. Manufacturers and Pharmacy claims are to be coordinated by the office of Attorney General Morrissey and his designated counsel. The Attorney General shall retain the authority over resolution of those claims after

consultation and coordination with Local Governments subject to Court approval.

- b. The Distributor Claims are to be coordinated by Co-Lead Counsel Paul Farrell, Jr. and Robert Fitzsimmons. The Co-Leads shall retain the authority over resolution of those claims after consultation and coordination with Local Governments and their counsel and the Attorney General and his designated counsel.

- 2. If there is any resolution of any claim before the Court, it will be announced and presented to the Court jointly by the Attorney General and the Local Governments for Approval.

F. Amendments

The Parties agree to make such amendments as necessary to implement the general principles of this MOU.

EXHIBIT A

SCHEDULE A - CORE STRATEGIES

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**").¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed services.

B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women and co-occurring Opioid Use Disorder ("OUD") and other substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME

1. Expand comprehensive evidence-based treatment and recovery support for NAS babies;
2. Expand services for better continuation of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansion above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE.

I. LAW ENFORCEMENT

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

J. RESEARCH

Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction. Holistically seek to address the problem from a supply, demand, and educational perspective. Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

SCHEDULE B - APPROVED USES

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Support treatment of Opioid Use Disorder (OUD) and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUB/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support intervention, treatment, and recovery services, offered by qualified professionals and service providers, including but not limited to faith-based organizations or peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

² As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SLTD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage and support non-profits, faith-based communities, and community coalitions to support, house, and train people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact with and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

Exhibit A - 6

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have - or are at risk of developing - OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OLT treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

Exhibit A - 7

Exhibit H – 17

11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage and support non-profits and the faith-based community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OLTD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women — or women who could become pregnant — who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services — Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain

Exhibit A - 10

from the U.S. Centers for Disease Control and Prevention, or other recognized Best Practice guidelines, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction — including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage and support non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER OPIOID-RELATED INJURIES

Support efforts to prevent or reduce overdose deaths or other opioid-related injuries through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, and community outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
11. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in Section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing negative outcomes related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, law enforcement, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

M. LAW ENFORCEMENT

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

EXHIBIT B.

OPIOID REGIONAL MAP

Region 1

Brooke, Hancock, Ohio
Marshall and Wetzel Counties

Region 3

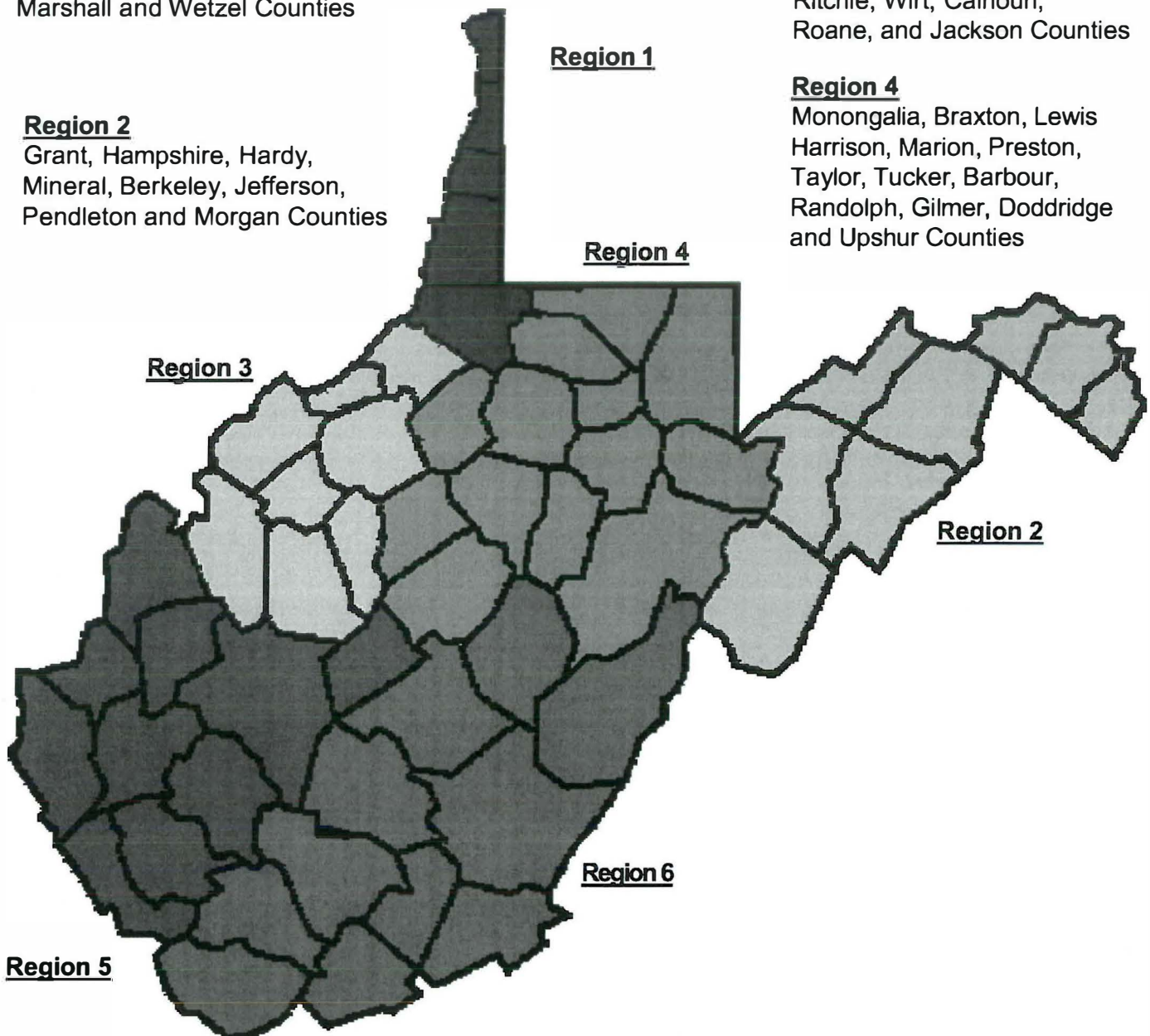
Wood, Tyler, Pleasants,
Ritchie, Wirt, Calhoun,
Roane, and Jackson Counties

Region 2

Grant, Hampshire, Hardy,
Mineral, Berkeley, Jefferson,
Pendleton and Morgan Counties

Region 4

Monongalia, Braxton, Lewis
Harrison, Marion, Preston,
Taylor, Tucker, Barbour,
Randolph, Gilmer, Doddridge
and Upshur Counties



Region 5

Region 5

Cabell, Clay, Boone, Kanawha,
Lincoln, Logan, Putnam, Mason,
Mingo, and Wayne Counties

Region 6

Fayette, Monroe, Raleigh, Summers,
Nicholas, Webster, Greenbrier,
Pocahontas, Mercer, Wyoming, and
McDowell Counties

Exhibit C (Allocations to Subdivisions)

Allocation to West Virginia Counties and Municipalities (NOT Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0191%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0037%
ANAWALT TOWN	MCDOWELL	0.0008%
ANMOORE TOWN	HARRISON	0.0083%
ANSTED TOWN	FAYETTE	0.0024%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0002%
BARBOUR COUNTY	BARBOUR	0.3900%
BARBOURSVILLE VILLAGE	CABELL	0.4372%
BARRACKVILLE TOWN	MARION	0.0016%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0068%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.7259%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0355%
BELLE TOWN	KANAWHA	0.0411%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0076%
BERKELEY COUNTY	BERKELEY	3.5839%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0020%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0003%
BLUEFIELD CITY	MERCER	0.1794%
BOLIVAR TOWN	JEFFERSON	0.0058%
BOONE COUNTY	BOONE	3.1744%
BRADSHAW TOWN	MCDOWELL	0.0012%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.5244%
BRIDGEPORT CITY	HARRISON	0.0761%
BROOKE COUNTY	BROOKE	1.0924%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1667%
BUFFALO TOWN	PUTNAM	0.0009%
BURNSVILLE TOWN	BRAXTON	0.0029%
CABELL COUNTY	CABELL	0.0000%

Revised 9/29/2020

1 /

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1767%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0003%
CAMERON CITY	MARSHALL	0.0021%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0024%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0008%
CEREDO CITY	WAYNE	0.1678%
CHAPMANVILLE TOWN	LOGAN	0.1592%
CHARLES TOWN CITY	JEFFERSON	0.2924%
CHARLESTON CITY	KANAWHA	6.7218%
CHESAPEAKE TOWN	KANAWHA	0.0180%
CHESTER CITY	HANCOCK	0.0077%
CLARKSBURG CITY	HARRISON	1.1365%
CLAY COUNTY	CLAY	0.3373%
CLAY TOWN	CLAY	0.0001%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0257%
COWEN TOWN	WEBSTER	0.0012%
DANVILLE TOWN	BOONE	0.0012%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0006%
DELBARTON TOWN	MINGO	0.0517%
DODDRIDGE COUNTY	DODDRIDGE	0.2312%
DUNBAR CITY	KANAWHA	0.2917%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0144%
ELIZABETH TOWN	WIRT	0.0048%
ELK GARDEN TOWN	MINERAL	0.0007%
ELKINS CITY	RANDOLPH	0.0321%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6852%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.6411%
FAYETTEVILLE TOWN	FAYETTE	0.1828%
FLATWOODS TOWN	BRAXTON	0.0007%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0123%
FORT GAY TOWN	WAYNE	0.0324%
FRANKLIN TOWN	PENDLETON	0.0014%
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0012%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
GASSAWAY TOWN	BRAXTON	0.0024%
GAULEY BRIDGE TOWN	FAYETTE	0.0531%
GILBERT TOWN	MINGO	0.0728%
GILMER COUNTY	GILMER	0.1919%
GLASGOW TOWN	KANAWHA	0.0016%
GLEN DALE CITY	MARSHALL	0.0050%
GLENVILLE TOWN	GILMER	0.0169%
GRAFTON CITY	TAYLOR	0.4640%
GRANT COUNTY	GRANT	0.3394%
GRANT TOWN TOWN	MARION	0.0109%
GRANTSVILLE TOWN	CALHOUN	0.0012%
GRANVILLE TOWN	MONONGALIA	0.1649%
GREENBRIER COUNTY	GREENBRIER	1.4386%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0703%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0869%
HANCOCK COUNTY	HANCOCK	1.6106%
HANDLEY TOWN	KANAWHA	0.0007%
HARDY COUNTY	HARDY	0.2815%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0095%
HARRISON COUNTY	HARRISON	1.3251%
HARRISVILLE TOWN	RITCHIE	0.0045%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.4106%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	0.0000%
HURRICANE CITY	PUTNAM	0.2140%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0006%
JACKSON COUNTY	JACKSON	0.8319%
JANE LEW TOWN	LEWIS	0.0010%
JEFFERSON COUNTY	JEFFERSON	1.7496%
JUNIOR TOWN	BARBOUR	0.0036%
KANAWHA COUNTY	KANAWHA	3.6016%
KENOVA CITY	WAYNE	0.2064%
KERMIT TOWN	MINGO	0.0294%
KEYSER CITY	MINERAL	0.0078%
KEYSTONE CITY	MCDOWELL	0.0018%
KIMBALL TOWN	MCDOWELL	0.0020%
KINGWOOD CITY	PRESTON	0.0046%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0310%
LEWIS COUNTY	LEWIS	0.4053%
LEWISBURG CITY	GREENBRIER	0.3917%
LINCOLN COUNTY	LINCOLN	1.3818%
LOGAN CITY	LOGAN	0.4429%
LOGAN COUNTY	LOGAN	3.7315%
LOST CREEK TOWN	HARRISON	0.0001%
LUMBERPORT TOWN	HARRISON	0.0027%
MABSCOTT TOWN	RALEIGH	0.0512%
MADISON CITY	BOONE	0.0578%
MAN TOWN	LOGAN	0.0025%
MANNINGTON CITY	MARION	0.0030%
MARION COUNTY	MARION	1.0540%
MARLINTON TOWN	POCAHONTAS	0.0009%
MARMET CITY	KANAWHA	0.0061%
MARSHALL COUNTY	MARSHALL	0.8648%
MARTINSBURG CITY	BERKELEY	3.5343%
MASON COUNTY	MASON	1.3496%
MASON TOWN	MASON	0.0028%
MASONTOWN TOWN	PRESTON	0.0008%
MATEWAN TOWN	MINGO	0.0718%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	3.2036%
MCMECHEN CITY	MARSHALL	0.0079%
MEADOW BRIDGE TOWN	FAYETTE	0.0005%
MERCER COUNTY	MERCER	0.3738%
MIDDLEBOURNE TOWN	TYLER	0.0003%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1485%
MINERAL COUNTY	MINERAL	0.8526%
MINGO COUNTY	MINGO	2.9452%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0028%
MONONGALIA COUNTY	MONONGALIA	1.4987%
MONROE COUNTY	MONROE	0.5766%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.1004%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0092%
MORGAN COUNTY	MORGAN	0.7095%
MORGANTOWN CITY	MONONGALIA	0.1330%
MOUNDSVILLE CITY	MARSHALL	0.3175%
MOUNT HOPE CITY	FAYETTE	0.0918%
MULLENS CITY	WYOMING	0.3675%
NEW CUMBERLAND CITY	HANCOCK	0.0034%

Revised 9/29/2020

4 / 7

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
NEW HAVEN TOWN	MASON	0.0057%
NEW MARTINSVILLE CITY	WETZEL	0.0019%
NEWBURG TOWN	PRESTON	0.0012%
NICHOLAS COUNTY	NICHOLAS	0.2115%
NITRO CITY	KANAWHA/PUTNAM	0.2710%
NORTH HILLS TOWN	WOOD	0.0016%
NORTHFORK TOWN	MCDOWELL	0.0006%
NUTTER FORT TOWN	HARRISON	0.1025%
OAK HILL CITY	FAYETTE	0.3993%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.3269%
OHIO COUNTY	OHIO	0.5595%
PADEN CITY CITY	WETZEL/TYLER	0.0073%
PARKERSBURG CITY	WOOD	1.7126%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0019%
PAX TOWN	FAYETTE	0.0083%
PENDLETON COUNTY	PENDLETON	0.1789%
PENNSBORO CITY	RITCHIE	0.0004%
PETERSBURG CITY	GRANT	0.0012%
PETERSTOWN TOWN	MONROE	0.0014%
PHILIPPI CITY	BARBOUR	0.0919%
PIEDMONT TOWN	MINERAL	0.0007%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1284%
PLEASANT VALLEY CITY	MARION	0.0011%
PLEASANTS COUNTY	PLEASANTS	0.1406%
POCA TOWN	PUTNAM	0.0003%
POCAHONTAS COUNTY	POCAHONTAS	0.3759%
POINT PLEASANT CITY	MASON	0.1406%
PRATT TOWN	KANAWHA	0.0014%
PRESTON COUNTY	PRESTON	0.8811%
PRINCETON CITY	MERCER	4.6088%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.7741%
QUINWOOD TOWN	GREENBRIER	0.0182%
RAINELLE TOWN	GREENBRIER	0.0266%
RALEIGH COUNTY	RALEIGH	5.5343%
RANDOLPH COUNTY	RANDOLPH	0.7294%
RANSON CORPORATION	JEFFERSON	0.0234%
RAVENSWOOD CITY	JACKSON	0.0959%
REEDSVILLE TOWN	PRESTON	0.0007%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0014%
RICHWOOD CITY	NICHOLAS	0.0103%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RIDGELEY TOWN	MINERAL	0.0027%
RIPLEY CITY	JACKSON	0.0921%
RITCHIE COUNTY	RITCHIE	0.2018%
RIVESVILLE TOWN	MARION	0.0010%
ROANE COUNTY	ROANE	0.5653%
ROMNEY CITY	HAMPSHIRE	0.0614%
RONCEVERTE CITY	GREENBRIER	0.0960%
ROWLESBURG TOWN	PRESTON	0.0024%
RUPERT TOWN	GREENBRIER	0.0073%
SALEM CITY	HARRISON	0.0042%
SAND FORK TOWN	GILMER	0.0003%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0088%
SHINNISTON CITY	HARRISON	0.1066%
SISTERSVILLE CITY	TYLER	0.2085%
SMITHERS CITY	FAYETTE/KANAWHA	0.0383%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0409%
SOUTH CHARLESTON CITY	KANAWHA	0.9750%
SPENCER CITY	ROANE	0.0646%
ST. ALBANS CITY	KANAWHA	0.4843%
ST. MARYS CITY	PLEASANTS	0.0623%
STAR CITY TOWN	MONONGALIA	0.0414%
STONEWOOD CITY	HARRISON	0.0478%
SUMMERS COUNTY	SUMMERS	0.3559%
SUMMERSVILLE CITY	NICHOLAS	1.6957%
SUTTON TOWN	BRAXTON	0.0210%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0431%
TERRA ALTA TOWN	PRESTON	0.0015%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1255%
TUNNELTON TOWN	PRESTON	0.0006%
TYLER COUNTY	TYLER	0.0204%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.5108%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2838%
WAR CITY	MCDOWELL	0.0020%
WARDENSVILLE TOWN	HARDY	0.0013%
WAYNE COUNTY	WAYNE	2.3586%
WAYNE TOWN	WAYNE	0.0356%
WEBSTER COUNTY	WEBSTER	0.3765%
WEIRTON CITY	HANCOCK/BROOKE	1.3728%

Revised 9/29/2020

6 / 7

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WELCH CITY	MCDOWELL	0.1195%
WELLSBURG CITY	BROOKE	0.0069%
WEST HAMLIN TOWN	LINCOLN	0.0380%
WEST LIBERTY TOWN	OHIO	0.0025%
WEST LOGAN TOWN	LOGAN	0.0162%
WEST MILFORD TOWN	HARRISON	0.0015%
WEST UNION TOWN	DODDRIDGE	0.0007%
WESTON CITY	LEWIS	0.0096%
WESTOVER CITY	MONONGALIA	0.0094%
WETZEL COUNTY	WETZEL	0.4889%
WHEELING CITY	OHIO/MARSHALL	1.0692%
WHITE HALL TOWN	MARION	0.0028%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1585%
WHITESVILLE TOWN	BOONE	0.0148%
WILLIAMSON CITY	MINGO	0.3916%
WILLIAMSTOWN CITY	WOOD	0.0567%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WI NFIELD TOWN	PUTNAM	0.0307%
WIRT COUNTY	WIRT	0.1075%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0010%
WOOD COUNTY	WOOD	1.0924%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	4.0024%
Totals		100.0000%

Exhibit C (Allocations to Subdivisions)**Allocation to West Virginia Counties and Municipalities (Including Cabell County and Huntington)**

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0174%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0034%
ANAWALT TOWN	MCDOWELL	0.0007%
ANMOORE TOWN	HARRISON	0.0076%
ANSTED TOWN	FAYETTE	0.0022%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0001%
BARBOUR COUNTY	BARBOUR	0.3541%
BARBOURSVILLE VILLAGE	CABELL	0.3969%
BARRACKVILLE TOWN	MARION	0.0015%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0062%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.3824%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0322%
BELLE TOWN	KANAWHA	0.0373%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0070%
BERKELEY COUNTY	BERKELEY	3.2534%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0018%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0002%
BLUEFIELD CITY	MERCER	0.1629%
BOLIVAR TOWN	JEFFERSON	0.0053%
BOONE COUNTY	BOONE	2.8817%
BRADSHAW TOWN	MCDOWELL	0.0011%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.4761%
BRIDGEPORT CITY	HARRISON	0.0694%
BROOKE COUNTY	BROOKE	0.9916%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1513%
BUFFALO TOWN	PUTNAM	0.0008%
BURNSVILLE TOWN	BRAXTON	0.0026%

Revised 9/29/2020

1 /

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CABELL COUNTY	CABELL	3.2406%
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1604%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0002%
CAMERON CITY	MARSHALL	0.0019%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0022%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0007%
CEREDO CITY	WAYNE	0.1523%
CHAPMANVILLE TOWN	LOGAN	0.1445%
CHARLES TOWN CITY	JEFFERSON	0.2655%
CHARLESTON CITY	KANAWHA	6.1020%
CHESAPEAKE TOWN	KANAWHA	0.0163%
CHESTER CITY	HANCOCK	0.0070%
CLARKSBURG CITY	HARRISON	1.0317%
CLAY COUNTY	CLAY	0.3062%
CLAY TOWN	CLAY	0.0000%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0233%
COWEN TOWN	WEBSTER	0.0011%
DANVILLE TOWN	BOONE	0.0011%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0005%
DELBARTON TOWN	MINGO	0.0469%
DODDRIDGE COUNTY	DODDRIDGE	0.2099%
DUNBAR CITY	KANAWHA	0.2648%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0131%
ELIZABETH TOWN	WIRT	0.0043%
ELK GARDEN TOWN	MINERAL	0.0006%
ELKINS CITY	RANDOLPH	0.0293%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6220%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.4898%
FAYETTEVILLE TOWN	FAYETTE	0.1659%
FLATWOODS TOWN	BRAXTON	0.0006%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0112%
FORT GAY TOWN	WAYNE	0.0294%
FRANKLIN TOWN	PENDLETON	0.0013%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0011%
GASSAWAY TOWN	BRAXTON	0.0022%
GAULEY BRIDGE TOWN	FAYETTE	0.0482%
GILBERT TOWN	MINGO	0.0661%
GILMER COUNTY	GILMER	0.1742%
GLASGOW TOWN	KANAWHA	0.0015%
GLEN DALE CITY	MARSHALL	0.0045%
GLENVILLE TOWN	GILMER	0.0153%
GRAFTON CITY	TAYLOR	0.4212%
GRANT COUNTY	GRANT	0.3081%
GRANT TOWN TOWN	MARION	0.0099%
GRANTSVILLE TOWN	CALHOUN	0.0011%
GRANVILLE TOWN	MONONGALIA	0.1497%
GREENBRIER COUNTY	GREENBRIER	1.3059%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0638%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0793%
HANCOCK COUNTY	HANCOCK	1.4621%
HANDLEY TOWN	KANAWHA	0.0006%
HARDY COUNTY	HARDY	0.2555%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0086%
HARRISON COUNTY	HARRISON	1.2029%
HARRISVILLE TOWN	RITCHIE	0.0041%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.3727%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	5.9777%
HURRICANE CITY	PUTNAM	0.1943%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0005%
JACKSON COUNTY	JACKSON	0.7552%
JANE LEW TOWN	LEWIS	0.0009%
JEFFERSON COUNTY	JEFFERSON	1.5882%
JUNIOR TOWN	BARBOUR	0.0032%
KANAWHA COUNTY	KANAWHA	3.2694%
KENOVA CITY	WAYNE	0.1874%
KERMIT TOWN	MINGO	0.0267%
KEYSER CITY	MINERAL	0.0072%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
KEYSTONE CITY	MCDOWELL	0.0016%
KIMBALL TOWN	MCDOWELL	0.0019%
KINGWOOD CITY	PRESTON	0.0042%
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0281%
LEWIS COUNTY	LEWIS	0.3679%
LEWISBURG CITY	GREENBRIER	0.3556%
LINCOLN COUNTY	LINCOLN	1.2544%
LOGAN CITY	LOGAN	0.4020%
LOGAN COUNTY	LOGAN	3.3874%
LOST CREEK TOWN	HARRISON	0.0000%
LUMBERPORT TOWN	HARRISON	0.0025%
MABSCOTT TOWN	RALEIGH	0.0465%
MADISON CITY	BOONE	0.0525%
MAN TOWN	LOGAN	0.0023%
MANNINGTON CITY	MARION	0.0028%
MARION COUNTY	MARION	0.9568%
MARLINTON TOWN	POCAHONTAS	0.0008%
MARMET CITY	KANAWHA	0.0055%
MARSHALL COUNTY	MARSHALL	0.7851%
MARTINSBURG CITY	BERKELEY	3.2084%
MASON COUNTY	MASON	1.2251%
MASON TOWN	MASON	0.0026%
MASONTOWN TOWN	PRESTON	0.0007%
MATEWAN TOWN	MINGO	0.0652%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	2.9082%
MCMECHEN CITY	MARSHALL	0.0072%
MEADOW BRIDGE TOWN	FAYETTE	0.0004%
MERCER COUNTY	MERCER	0.3393%
MIDDLEBOURNE TOWN	TYLER	0.0002%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1348%
MINERAL COUNTY	MINERAL	0.7740%
MINGO COUNTY	MINGO	2.6736%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0026%
MONONGALIA COUNTY	MONONGALIA	1.3605%
MONROE COUNTY	MONROE	0.5234%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.0912%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0084%
MORGAN COUNTY	MORGAN	0.6441%
MORGANTOWN CITY	MONONGALIA	0.1213%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
MOUNDSVILLE CITY	MARSHALL	0.2882%
MOUNT HOPE CITY	FAYETTE	0.0834%
MULLENS CITY	WYOMING	0.3336%
NEW CUMBERLAND CITY	HANCOCK	0.0031%
NEW HAVEN TOWN	MASON	0.0052%
NEW MARTINSVILLE CITY	WETZEL	0.0018%
NEWBURG TOWN	PRESTON	0.0011%
NICHOLAS COUNTY	NICHOLAS	0.1920%
NITRO CITY	KANAWHA/PUTNAM	0.2460%
NORTH HILLS TOWN	WOOD	0.0015%
NORTHFORK TOWN	MCDOWELL	0.0005%
NUTTER FORT TOWN	HARRISON	0.0930%
OAK HILL CITY	FAYETTE	0.3625%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.2967%
OHIO COUNTY	OHIO	0.5079%
PADEN CITY CITY	WETZEL/TYLER	0.0067%
PARKERSBURG CITY	WOOD	1.5547%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0017%
PAX TOWN	FAYETTE	0.0076%
PENDLETON COUNTY	PENDLETON	0.1624%
PENNSBORO CITY	RITCHIE	0.0003%
PETERSBURG CITY	GRANT	0.0011%
PETERSTOWN TOWN	MONROE	0.0013%
PHILIPPI CITY	BARBOUR	0.0834%
PIEDMONT TOWN	MINERAL	0.0006%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1165%
PLEASANT VALLEY CITY	MARION	0.0010%
PLEASANTS COUNTY	PLEASANTS	0.1276%
POCA TOWN	PUTNAM	0.0002%
POCAHONTAS COUNTY	POCAHONTAS	0.3412%
POINT PLEASANT CITY	MASON	0.1276%
PRATT TOWN	KANAWHA	0.0013%
PRESTON COUNTY	PRESTON	0.7999%
PRINCETON CITY	MERCER	4.1839%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.6105%
QUI NWOOD TOWN	GREENBRIER	0.0165%
RAINELLE TOWN	GREENBRIER	0.0241%
RALEIGH COUNTY	RALEIGH	5.0240%
RANDOLPH COUNTY	RANDOLPH	0.6622%
RANSON CORPORATION	JEFFERSON	0.0214%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RAVENSWOOD CITY	JACKSON	0.0870%
REEDSVILLE TOWN	PRESTON	0.0006%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0013%
RICHWOOD CITY	NICHOLAS	0.0093%
RIDGELEY TOWN	MINERAL	0.0024%
RIPLEY CITY	JACKSON	0.0836%
RITCHIE COUNTY	RITCHIE	0.1832%
RIVESVILLE TOWN	MARION	0.0009%
ROANE COUNTY	ROANE	0.5132%
ROMNEY CITY	HAMPSHIRE	0.0557%
RONCEVERTE CITY	GREENBRIER	0.0871%
ROWLESBURG TOWN	PRESTON	0.0022%
RUPERT TOWN	GREENBRIER	0.0066%
SALEM CITY	HARRISON	0.0038%
SAND FORK TOWN	GILMER	0.0002%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0080%
SHINNSTON CITY	HARRISON	0.0968%
SISTERSVILLE CITY	TYLER	0.1893%
SMITHERS CITY	FAYETTE/KANAWHA	0.0348%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0371%
SOUTH CHARLESTON CITY	KANAWHA	0.8851%
SPENCER CITY	ROANE	0.0586%
ST. ALBANS CITY	KANAWHA	0.4397%
ST. MARYS CITY	PLEASANTS	0.0565%
STAR CITY TOWN	MONONGALIA	0.0376%
STONEWOOD CITY	HARRISON	0.0434%
SUMMERS COUNTY	SUMMERS	0.3231%
SUMMERSVILLE CITY	NICHOLAS	1.5393%
SUTTON TOWN	BRAXTON	0.0191%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0391%
TERRA ALTA TOWN	PRESTON	0.0014%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1140%
TUNNELTON TOWN	PRESTON	0.0005%
TYLER COUNTY	TYLER	0.0185%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.4637%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2577%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WAR CITY	MCDOWELL	0.0018%
WARDENSVILLE TOWN	HARDY	0.0012%
WAYNE COUNTY	WAYNE	2.1411%
WAYNE TOWN	WAYNE	0.0323%
WEBSTER COUNTY	WEBSTER	0.3418%
WEIRTON CITY	HANCOCK/BROOKE	1.2462%
WELCH CITY	MCDOWELL	0.1085%
WELLSBURG CITY	BROOKE	0.0063%
WEST HAMLIN TOWN	LINCOLN	0.0345%
WEST LIBERTY TOWN	OHIO	0.0023%
WEST LOGAN TOWN	LOGAN	0.0147%
WEST MILFORD TOWN	HARRISON	0.0014%
WEST UNION TOWN	DODDRIDGE	0.0006%
WESTON CITY	LEWIS	0.0088%
WESTOVER CITY	MONONGALIA	0.0086%
WETZEL COUNTY	WETZEL	0.4438%
WHEELING CITY	OHIO/MARSHALL	0.9706%
WHITE HALL TOWN	MARION	0.0025%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1439%
WHITESVILLE TOWN	BOONE	0.0134%
WILLIAMSON CITY	MINGO	0.3555%
WILLIAMSTOWN CITY	WOOD	0.0515%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WINFIELD TOWN	PUTNAM	0.0279%
WIRT COUNTY	WIRT	0.0976%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0009%
WOOD COUNTY	WOOD	0.9917%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	3.6334%
Totals		100.0000%

Exhibit I
Settling Distributors' Subsidiaries, Joint Ventures, and Predecessor Entities

ABC

- | | |
|---|---|
| 1. A.T. Pharma Consultancy FZC | 33. Alliance Healthcare Norge Apotekdrift AS (f/k/a Boots Norge AS) |
| 2. AB Eurco Ltd | 34. Alliance Healthcare Participações SGPS, unipessoal, Lda. |
| 3. AB Financing, LLC | 35. Alliance Healthcare Répartition |
| 4. AB Finco Ltd | 36. Alliance Healthcare Romania SRL |
| 5. AB Health Ventures, LLC | 37. Alliance Healthcare S.A. |
| 6. AB Nokco Ltd | 38. Alliance Healthcare s.r.o. |
| 7. AB Singapore Investments Pte. Ltd. | 39. Alliance Healthcare s.r.o. Slovakia Branch |
| 8. AB Specialty Solutions, LLC | 40. Alliance Healthcare Services France (f/k/a Alliance Healthcare Formation SAS) |
| 9. ABBP International Company | 41. Alliance Healthcare Technology Services Limited |
| 10. ABSG Canada Holdings, Inc. | 42. Alliance Healthcare Turkey Holding A.S. |
| 11. Access M.D. Inc. | 43. Alliance Healthcare Yatirim Holding Anonim Şirketi |
| 12. AERO LINK Courier GmbH | 44. Alliance Home Health Care, Inc. |
| 13. Agri-Laboratories, LTD | 45. Alliance Nederland B.V. (f/k/a Alliance Boots BV) |
| 14. Agstrata, LLC | 46. Alliance Schweiz Investments GmbH (f/k/a Alliance Boots Schweiz Investments GmbH) |
| 15. AH Luxco (f/k/a WBA Acquisitions Luxco 9 S.à.r.l.) | 47. Alliance UniChem IP Limited |
| 16. AH Schweiz GmbH | 48. Alloga (Nederland) B.V. |
| 17. AH UK Holdco 1 Limited (f/k/a WBA UK Holdco 1 Limited) | 49. Alloga France SAS |
| 18. Alcura France | 50. Alloga Logifarma, S.A. |
| 19. Alcura Health España, S.A. | 51. Alloga Logistica (España) S.L. |
| 20. Alcura UK Limited | 52. ALLOGA LOGISTICS ROMANIA SRL |
| 21. Alliance Apotheek Nederland BV (f/k/a Boots Nederland B.V.) | 53. Alloga Portugal - Armazenagem e Distribuicao Farmaceutica, Lda |
| 22. Alliance Health Services, Inc. | 54. Alloga UK Limited |
| 23. Alliance Healthcare (Distribution) Limited | 55. AllyDVM, Inc. |
| 24. Alliance Healthcare Acores (f/k/a Proconfar, S.A.) | 56. Almus Farmaceutica, S.A. |
| 25. Alliance Healthcare Ecza Deposu Anonim Şirketi | 57. Almus France |
| 26. Alliance Healthcare España Holdings, S.L. | 58. Almus Pharmaceuticals Limited |
| 27. Alliance Healthcare España S.A. | 59. Almus, Lda. |
| 28. Alliance Healthcare France SA | 60. Alphega SA |
| 29. Alliance Healthcare Group France SA | |
| 30. Alliance Healthcare Management Services (Nederland) B.V. | |
| 31. Alliance Healthcare Management Services Limited | |
| 32. Alliance Healthcare Nederland B.V. | |

61. Ambulatory Pharmaceutical Services, Inc.
62. American Medical Distributors, Inc.
63. American Oncology Network, LLC
64. Amerisource Health Services Corporation
65. Amerisource Health Services, LLC
66. Amerisource Health Services, LLC d/b/a American Health Packaging
67. Amerisource Heritage Corporation
68. AmeriSource Heritage LLC
69. Amerisource Receivables Financial Corporation
70. Amerisource Sales Corporation
71. AmerisourceBergen Associate Assistance Fund
72. AmerisourceBergen BC, ULC
73. AmerisourceBergen Canada Corporation
74. AmerisourceBergen Canada GP LLC
75. AmerisourceBergen Canada GP, LLC
76. AmerisourceBergen Canada Holdings LP
77. AmerisourceBergen Consulting Services, Inc.
78. AmerisourceBergen Consulting Services, LLC
79. AmerisourceBergen Corporation
80. AmerisourceBergen Drug Corporation
81. AmerisourceBergen Foundation
82. AmerisourceBergen Global Holdings GmbH
83. AmerisourceBergen Global Investments S.a.r.l.
84. AmerisourceBergen Global Manufacturer Services GmbH
85. AmerisourceBergen Group GmbH (f/k/a AmerisourceBergen Group AG)
86. AmerisourceBergen Holding Corporation
87. AmerisourceBergen Integrated Services Offering, LLC
88. AmerisourceBergen International B.V. (f/k/a Wight Nederland Holdco 2 B.V.)
89. AmerisourceBergen International Holdings Inc.
90. AmerisourceBergen International Investments, LLC
91. AmerisourceBergen IT Services S.r.l.
92. AmerisourceBergen Luxembourg s.a.r.l.
93. AmerisourceBergen Services Corporation
94. AmerisourceBergen Sourcing, LLC
95. AmerisourceBergen Specialty Group Canada Corporation
96. AmerisourceBergen Specialty Group Canada Holdings, Inc.
97. AmerisourceBergen Specialty Group, Inc.
98. AmerisourceBergen Specialty Group, LLC
99. AmerisourceBergen Sweden Investments, AB
100. AmerisourceBergen Swiss Holdings GmbH
101. AmerisourceBergen Switzerland GmbH
102. AmerisourceBergen UK Holdings Ltd
103. Anderson Packaging, Inc.
104. AndersonBrecon Inc.
105. Animal Prescriptions Limited
106. Animalytix LLC
107. Apluspharma Ltd
108. Apotheek Hagi B.V.
109. Apotheek Lichtenvoorde B.V.
110. APS Acquisitions Corporation
111. APS Enterprises Holding Company, Inc.
112. Armila UAB
113. ASD Hemophilia Management, LLC
114. ASD Hemophilia Program, L.P.
115. ASD Specialty Healthcare, Inc.
116. ASD Specialty Healthcare, LLC
117. ASD Specialty Healthcare, LLC d/b/a ASD Healthcare
118. ASD Specialty Healthcare, LLC d/b/a Besse Medical
119. ASD Specialty Healthcare, LLC d/b/a Oncology Supply
120. Automed Technologies (Canada) Inc.
121. Automed Technologies (Canada) ULC
122. Automed Technologies, Inc.

123. BBC Laboratories
124. BBC Operating Sub, Inc.
125. BBC Packing Corporation
126. BBC Special Packaging, Inc.
127. BBC Transportation Co.
128. Beachcourse Limited
129. Bellco Drug Corp.
130. Bellco Health Corp.
131. Bergen Brunswig Corporation
132. Bergen Brunswig Drug Company
133. Bergen Brunswig Realty Services, Inc.
134. Bermuda Equity Holdings, Ltd.
135. Beverly Acquisition Corporation
136. Blue Hill II, Inc.
137. Blue Hill, Inc.
138. BluePoint Intellectual Property, LLC
139. BP Pharmaceuticals Laboratories Unlimited Company
140. BPL Brasil Participacoes Ltda.
141. BPL Brazil Holding Company s.a.r.l.
142. BPL Brazil, LLC
143. BPL Group, LLC
144. BPL Pharmaceuticals Holding Unlimited Company
145. BPLH Ireland Company Dublin, Zug Branch
146. BPLH Ireland Unlimited Company
147. Brecon Holdings Limited
148. Brecon Pharmaceuticals Holdings Limited
149. Brecon Pharmaceuticals Limited
150. Bridge Medical, Inc.
151. Brownstone Pharmacy, Inc.
152. Bruin Acquisition Corp.
153. Burt's Pharmacy, LLC
154. Cameron Stewart Lifescience Canada Inc.
155. Cannes RJ Participacoes S.A.
156. Capstone Med, Inc.
157. Capstone Pharmacy of Delaware, Inc.
158. CDRF Parent LLC
159. CDRF Parent, Inc.
160. Centaur Services Limited
161. Centro Farmaceutico Asturiano, SA
162. Century Advertising Inc.
163. Chapin Drug Company
164. Choice Medical, Inc.
165. Clinical Outcomes Resource Application Corporation
166. Clinical Outcomes Resource Application, Inc.
167. CliniCare Concepts, Inc.
168. ClinPharm, L.L.C.
169. Committed Provider Services, LLC
170. Compuscript, Inc.
171. Computran Systems, Inc.
172. Corrections Pharmacies Licensing Company, L.L.C.
173. Corrections Pharmacies of California, LP
174. Corrections Pharmacies of Hawaii, LP
175. Corrections Pharmacies, L.L.C.
176. Cubex, LLC
177. Datapharm Sarl
178. DD Wholesale, Inc.
179. Dialysis Purchasing Alliance, Inc.
180. Directlog
181. Documedics Acquisition Co., Inc.
182. Drug Service, Inc.
183. Dunnington Drug, Inc.
184. Dunnington RX Services of Massachusetts, Inc.
185. Dunnington RX Services of Rhode Island, Inc.
186. Durr-Fillauer Medical, Inc.
187. Durvet, Inc.
188. Dymaxium Healthcare Innovations, Ltd.
189. Dymaxium Holdings, Ltd.
190. Dymaxium, Ltd.
191. EMNEM Solutions, LLC
192. Entel d.o.o.
193. Escalante Solutions, L.P.
194. Esko Itriyat Sanayi ve Ticaret Anonim Şirketi
195. Euro Registratie Collectief B.V.
196. European Physician Networks GmbH
197. Express Pharmacy Services, Inc.
198. Falcon Acquisition Sub, LLC
199. Family Center Pharmacy, Inc.
200. Feeders Advantage, LCC
201. FirstView, LLC

202. General Drug Company
203. Goot Nursing Home Pharmacy, Inc.
204. Goot Westbridge Pharmacy, Inc.
205. Goot's Goodies, Inc.
206. Goot's Pharmacy & Orthopedic Supply, Inc.
207. Green Barn, Inc
208. H. D. Smith Holding Company
209. H. D. Smith Holdings, LLC
210. H. D. Smith Wholesale Drug Co.
211. H. D. Smith, LLC
212. HAI Acquisition, Inc.
213. HDS Solutions, LLC
214. Health Services Capital Corporation
215. Healthcare Prescription Services, Inc.
216. HealthForward Inc.
217. HealthQuest Partner II, L.P.
218. HealthTronics Data Solutions LLC
219. HealthTronics Data Solutions, LLC
220. HealthTronics Information Technology Solutions, Inc.
221. Hedef International Holdings BV
222. Home Medical Equipment Health Company
223. Hydra Pharm SPA
224. I.g.G. of America, Inc.
225. IHS Acquisition XXX, Inc.
226. Imedex, Inc.
227. Imedex, LLC
228. Independent Pharmacy Buying Group, Inc.
229. Innomar Pharmacy (BC) Inc.
230. Innomar Pharmacy (SK) Inc.
231. Innomar Pharmacy Inc.
232. Innomar Specialty Pharmacy, Inc.
233. Innomar Strategies Inc.
234. Innovation Cancer, Inc.
235. Insta-Care Holdings, Inc.
236. Insta-Care Pharmacy Services Corporation
237. Intake Initiatives Incorporated
238. IntegraConnect NewCo, LLC
239. Integrated Commercialization Solutions, Inc.
240. Integrated Commercialization Solutions, LLC
241. Integrated Health Systems Outcomes Coalition, LLC
242. Inteplex, Inc.
243. Interfill, LLC
244. International Oncology Network Solutions, Inc.
245. International Physician Networks, L.L.C.
246. International Rheumatology Network, L.L.C.
247. IntrinsiQ Holdings, Inc.
248. IntrinsiQ Specialty Solutions, Inc.
249. IntrinsiQ Tendler, Inc.
250. IntrinsiQ, LLC
251. J.M. Blanco, Inc.
252. James Brudnick Company, Inc.
253. K/S Instrument Corp.
254. KRP Investments, Inc.
255. Labpak Limited
256. LAD Drug Corporation
257. Leading Educational Research Network, LLC
258. Lexicon Pharmacy Services, L.L.C.
259. Liberty Acquisition Corp.
260. Libra C.V.
261. Los Angeles Drug Corporation
262. M.D.P. Properties, Inc.
263. Managed Care Network, Inc.
264. Marshall Reinardy LLC
265. Medical Health Industries, Inc.
266. Medical Initiatives, Inc.
267. Medidyne Corp.
268. Medselect Inc.
269. Memorial Pet Care, Inc.
270. Micro Technologies Canada Inc.
271. MWI Buying Group Limited (formerly St. Francis Limited)
272. MWI Supply (UK Acquisition) Limited
273. MWI Supply (UK Holdings) Limited
274. MWI Supply (UK) Limited
275. MWI Veterinary Supply Co.
276. MWI Veterinary Supply, Inc.
277. Nareks Ecza Deposu Ticaret Anonim Şirketi
278. Network for Medical Communication & Research Analytics, LLC

279. New Jersey Medical Corporation
280. Nexiapharma, SL
281. NMCR Holdings, Inc.
282. NMCR-Europe, LLC
283. Northeast Veterinary Supply Company, LLC
284. Oktal Pharma d.o.o
285. Oktal Pharma d.o.o
286. Oktal Pharma d.o.o [Zagreb]
287. Oktal Pharma d.o.o.
288. Oktal Pharma Hungary K.f.t.
289. Omni Med B, Inc.
290. OPH Oktal Pharma d.o.o
291. OTC Direct Limited
292. Paris Acquisition Corp.
293. Pharm Plus Acquisition, Inc.
294. Pharma One Corporation Limited
295. Pharmacy Corporation of America
296. Pharmacy Corporation of America - Massachusetts, Inc.
297. Pharmacy Healthcare Solutions, Ltd.
298. Pharmacy Review Services, Inc.
299. Pharmdata s.r.o.
300. PharMEDium Healthcare Corporation
301. PharMEDium Healthcare Holdings LLC
302. PharMEDium Healthcare Holdings, Inc.
303. PharMEDium Healthcare LLC
304. PharMEDium Pharmacy Services, LLC
305. PharMEDium R.E., LLC
306. PharMEDium Services, LLC
307. PharMerica Drug Systems, Inc.
308. PharMerica Technology Solutions, LLC
309. Pharmerica, Inc.
310. Pitango HealthTech Fund I, L.P.
311. Planet Software Limited
312. PMSI MSA Services, Inc.
313. PMSI, Inc.
314. PPSC USA, LLC
315. Premier Pharmacy, Inc.
316. Premier Source Diagnostics Inc.
317. Premier Source, LLC
318. Prescribe Wellness, LLC
319. Profarma Distribuidora de Produtos Farmaceuticos S.A.
320. Ramuneles Vaistine UAB
321. Reimbursement Education Network, LLC
322. Rightpak, Inc.
323. Rombro's Drug Center, Inc.
324. Roscoe Acquisition Corporation
325. S.R.P. (Services de la Répartition Pharmaceutique)
326. SecureDVM, LLC
327. Securos Europe GmbH
328. Silver Streak I, LLC
329. Skills in Healthcare France
330. Skills in Healthcare Pazarlama ve Tanitim Hizmetleri Anonim Şirketi
331. Skills in Healthcare Romania S.r.l.
332. Smart ID Works, LLC
333. Smith Medical Partners, LLC
334. Snipetjernveien 10 Norge AS
335. Solana Beach, Inc.
336. Southwest Pharmacies, Inc.
337. Southwestern Drug Corporation
338. SparkSense Analytics, Inc.
339. Specialty Advancement Network, LLC
340. Specialty Pharmacy of California, Inc.
341. Specialty Pharmacy, Inc.
342. Spielberg Acquisition Corp.
343. Spits B.V.
344. Stadt Solutions, LLC
345. Stephar B.V.
346. Strategic Pharmaceutical Solutions, Inc.
347. Swine Solutions Network, LLC
348. Taylor & Manno Asset Recovery, Inc.
349. Telepharmacy Solutions, Inc.
350. Terra-Lab d.o.o
351. The Allen Company
352. The Lash Group, Inc.
353. The Lash Group, LLC
354. TheraCom, L.L.C.
355. ThermoSecure Medical Equipment GmbH
356. TMESYS, Inc.
357. TrakCel Holding Company, Inc.
358. Trellis Healthcare Consulting, L.L.C.
359. Trellis Healthcare Consulting, LLC
360. Triose, Inc.
361. True Blue Indemnity Company

362. United Company of Pharmacists SAE
363. Universal Packaging Systems, Inc.
364. US Bioservices Corporation
365. Valley Wholesale Drug Co., LLC
366. Value Apothecaries, Inc.
367. Vedco, Inc.
368. Vetbridge Animal Health, LLC
369. Vetbridge Product Development (NM-OMP) LLC
370. VetSpace Limited
371. VetSpace, Inc.
372. Vetswest Limited
373. W.C. International Limited
374. Wight Nederland Holdco 4 BV
375. WML, LLC
376. Woodglen Properties Limited
377. Woodglen Properties Limited Portugal Branch
378. World Courier (Aust) Pty. Ltd.
379. World Courier (Austria) GmbH
380. World Courier (Austria) GmbH – Serbia Branch
381. World Courier (Deutschland) GmbH
382. World Courier (Finland) Oy
383. World Courier (India) Private Limited
384. World Courier (Ireland) Limited
385. World Courier (Lithuania), UAB
386. World Courier (Malaysia) Sdn. Bhd.
387. World Courier (Norway) AS
388. World Courier (NZ) Limited
389. World Courier (Poland) Sp. Z.o.o.
390. World Courier (Shanghai) Co., Ltd Guangzhou Branch
391. World Courier (Shanghai) Co., Ltd.
392. World Courier (Shanghai) Co., Ltd., Beijing Branch
393. World Courier (Sweden) AB
394. World Courier (Switzerland) SA
395. World Courier (U.K.) Limited
396. World Courier Asia (Thailand) Co., Ltd.
397. World Courier Belgium s.a.
398. World Courier Bulgaria
399. World Courier Czech Republic s.r.o.
400. World Courier de Chile Limitada
401. World Courier de Colombia S.A.
402. World Courier de Espana, S.A.
403. World Courier de Mexico S.A. de C.V.
404. World Courier de Portugal, Lda.
405. World Courier de Uruguay S.A.
406. World Courier del Ecuador S.A.
407. World Courier del Peru S.A.
408. World Courier Denmark A/S
409. World Courier do Brasil Transportes Internacionais Ltda.
410. World Courier France S.A.R.L.
411. World Courier Ground (Europe) Limited
412. World Courier Ground, Inc.
413. World Courier Group Logistics, Inc.
414. World Courier Group S.a.r.l.
415. World Courier Group, Inc.
416. World Courier Group, Inc. Taiwan Branch
417. World Courier Hellas Limited Liability Company
418. World Courier Holland BV
419. World Courier Hong Kong Limited
420. World Courier Hungary Freight Forwarder and Service Provider Limited Liability Company
421. World Courier Israel Ltd.
422. World Courier Italia srl
423. World Courier Japan Domestic K.K.
424. World Courier K.K. Japan
425. World Courier Korea Co., Ltd.
426. World Courier Limited (Russia)
427. World Courier Logistics (Europe) Limited
428. World Courier Logistics (UK) Limited
429. World Courier Logistics, Inc.
430. World Courier Logistics, Inc. (DE)
431. World Courier Logistics, Inc. (NY)
432. World Courier Management Limited
433. World Courier Management, Inc.
434. World Courier of Canada Ltd
435. World Courier Operations Kenya Limited
436. World Courier Philippines – Representative Office
437. World Courier Romania S.R.L.
438. World Courier S.A.

- | | |
|--|--|
| 439. World Courier Singapore Pte Ltd | 446. World Courier, Inc. |
| 440. World Courier Slovak Republic s.r.o. | 447. World Courier, kurirske storitve,d.o.o. |
| 441. World Courier South Africa
(Proprietary) Limited | 448. World Customs Brokerage, Inc. |
| 442. World Courier Tasimacilik ve Lojistik
Hizmetleri Ticaret Limited Sirketi | 449. Xcenda (UK) Limited |
| 443. World Courier Ukraine LLC | 450. Xcenda GmbH |
| 444. World Courier Venezuela, S.A. | 451. Xcenda Switzerland GmbH |
| 445. World Courier Zagreb d.o.o. | 452. Xcenda, L.L.C. |
| | 453. ZU Vase Zdravije |

Cardinal Health

1. A+ Secure Packaging, LLC
2. Abilene Nuclear, LLC
3. Access Closure, Inc.
4. Acuity GPO, LLC
b
5. Aero-Med, LLC
6. Allegiance (BVI) Holding Co. Ltd.
7. Allegiance Corporation
8. Allegiance Healthcare (Labuan) Pte. Ltd.
9. Allegiance I, LLC
10. Allegiance Labuan Holdings Pte. Ltd.
11. API (Suppliers) Limited
12. AssuraMed Acquisition Corp.
13. AssuraMed Group, Inc.
14. AssuraMed Holding, Inc.
15. AssuraMed Intermediate Holding, Inc.
16. AssuraMed, Inc.
17. C. International, Inc.
18. Cardinal Distribution Holding Corporation - I
19. Cardinal Distribution Holding Corporation - II
20. Cardinal Health 100, LLC
21. Cardinal Health 104 LP
22. Cardinal Health 105, LLC
23. Cardinal Health 107, LLC
24. Cardinal Health 108, LLC
25. Cardinal Health 110, LLC
26. Cardinal Health 112, LLC
27. Cardinal Health 113, LLC
28. Cardinal Health 114, Inc.
29. Cardinal Health 115, LLC
30. Cardinal Health 116, LLC
31. Cardinal Health 118, LLC
32. Cardinal Health 119, LLC
33. Cardinal Health 121, LLC
34. Cardinal Health 122, LLC
35. Cardinal Health 123, LLC
36. Cardinal Health 124, LLC
37. Cardinal Health 125, LLC
38. Cardinal Health 126, LLC
39. Cardinal Health 127, Inc.
40. Cardinal Health 128, LLC
41. Cardinal Health 130, LLC
42. Cardinal Health 131, LLC
43. Cardinal Health 132, LLC
44. Cardinal Health 133, Inc.
45. Cardinal Health 2, LLC
46. Cardinal Health 200, LLC
47. Cardinal Health 201 Canada L.P.
48. Cardinal Health 201, LLC
49. Cardinal Health 215, LLC
50. Cardinal Health 222 (Thailand) Ltd.
51. Cardinal Health 242, LLC
52. Cardinal Health 246, Inc.
53. Cardinal Health 247, Inc.
54. Cardinal Health 249, LLC
55. Cardinal Health 250 Dutch C.V.
56. Cardinal Health 251, LLC
57. Cardinal Health 252, LLC
58. Cardinal Health 253, LP
59. Cardinal Health 3, LLC
60. Cardinal Health 414, LLC
61. Cardinal Health 418, Inc.
62. Cardinal Health 5, LLC
63. Cardinal Health 500, LLC
64. Cardinal Health 524, LLC
65. Cardinal Health 529, LLC
66. Cardinal Health 6, Inc.
67. Cardinal Health 7, LLC
68. Cardinal Health 8, LLC
69. Cardinal Health Australia 503 Pty Ltd.
70. Cardinal Health Austria 504 GmbH
71. Cardinal Health Belgium 505 BVBA
72. Cardinal Health Canada Holdings Cooperatie U.A.
73. Cardinal Health Canada Inc.
74. Cardinal Health Capital Corporation
75. Cardinal Health Cardiology Solutions, LLC
76. Cardinal Health Chile Limitada
77. Cardinal Health Colombia S.A.S.
78. Cardinal Health Commercial Technologies, LLC
79. Cardinal Health Corporate Solutions, LLC
80. Cardinal Health D.R. 203 II Ltd.
81. Cardinal Health Denmark ApS
82. Cardinal Health do Brasil Ltda.

83. Cardinal Health Finance
84. Cardinal Health Finland Oy
85. Cardinal Health Foundation
86. Cardinal Health France 506 SAS
87. Cardinal Health Funding, LLC
88. Cardinal Health Germany 507 GmbH
89. Cardinal Health Germany Manufacturing GmbH
90. Cardinal Health Holding International, Inc.
91. Cardinal Health International Philippines, Inc.
92. Cardinal Health IPS, LLC
93. Cardinal Health Ireland 419 Designated Activity Company
94. Cardinal Health Ireland 508 Limited
95. Cardinal Health Ireland Manufacturing Limited
96. Cardinal Health Ireland Unlimited Company
97. Cardinal Health Italy 509 S.r.l.
98. Cardinal Health Japan G.K.
99. Cardinal Health Korea Limited
100. Cardinal Health Luxembourg 420 S.a.r.l.
101. Cardinal Health Luxembourg 522 S.a.r.l.
102. Cardinal Health Malaysia 211 Sdn. Bhd.
103. Cardinal Health Malta 212 Limited
104. Cardinal Health Managed Care Services, LLC
105. Cardinal Health Medical Products India Private Limited
106. Cardinal Health Mexico 244 S. de R.L. de C.V.
107. Cardinal Health Mexico 514 S. de R.L. de C.V.
108. Cardinal Health Middle East FZ-LLC
109. Cardinal Health MPB, Inc.
110. Cardinal Health Napoleon Holding, LLC
111. Cardinal Health Netherlands 502 B.V.
112. Cardinal Health Netherlands 525 Cooperatie U.A.
113. Cardinal Health Netherlands 528 B.V.
114. Cardinal Health Norway AS
115. Cardinal Health P.R. 120, Inc.
116. Cardinal Health P.R. 218, Inc.
117. Cardinal Health P.R. 220, LLC
118. Cardinal Health P.R. 436, Inc.
119. Cardinal Health Panama, S. de R.L.
120. Cardinal Health Pharmaceutical Contracting, LLC
121. Cardinal Health Pharmacy Services, LLC
122. Cardinal Health Poland Spolka z ograniczona odpowiedzialnoscia
123. Cardinal Health Portugal 513, Unipessoal Lda.
124. Cardinal Health Russia
125. Cardinal Health Singapore 225 Pte. Ltd.
126. Cardinal Health Spain 511 S.L.
127. Cardinal Health Sweden 512 A.B.
128. Cardinal Health Switzerland 515, GmbH
129. Cardinal Health Systems, Inc.
130. Cardinal Health Technologies Switzerland GmbH
131. Cardinal Health Technologies, LLC
132. Cardinal Health U.K. 418 Limited
133. Cardinal Health U.K. 432 Limited
134. Cardinal Health U.K. Holding Limited
135. Cardinal Health U.K. International Holding LLP
136. Cardinal Health, Inc.
137. Cardinal MED Equipment Consulting (Shanghai) Co., Ltd.
138. Cirpro de Delicias S.A. de C.V.
139. Clinic Pharmacies III, LLC
140. Clinic Pharmacies, LLC
141. Community Pharmacy Enterprises, LLC
142. Convertors de Mexico S.A. de C.V.
143. Cordis (Shanghai) MED Devices Co., Ltd.
144. Cordis Cashel Unlimited Company
145. Cordis Corporation
146. Cornerstone Rheumatology LP
147. Covidien Manufacturing Solutions, S.A.

148. Dutch American Manufacturers II (D.A.M. II) B.V.
149. Ellipticare, LLC
150. EPIC Insurance Company
151. Especialidades Medicas Kenmex S.A. de C.V.
152. Experience East, LLC
153. Flexible Stenting Solutions, LLC
154. Frog Horned Capital, Inc.
155. Generic Drug Holdings, LLC
156. GetOutcomes, LLC
157. Griffin Capital, LLC
158. HDG Acquisition, LLC
159. imgRx Healdsburg, Inc.
160. imgRx Salud, Inc.
161. imgRx SJ Valley, Inc.
162. imgRx SLO, Inc.
163. imgRx Sonoma, Inc.
164. InnerDyne Holdings, Inc.
165. Innovative Therapies, LLC
166. Instant Diagnostic Systems, Inc.
167. InteCardia-Tennessee East Catheterization, LLC
168. ITI Sales, LLC
169. Kendall-Gammatron Limited
170. Killilea Development Company, Ltd.
171. Kinray I, LLC
172. KPR Australia Pty. Ltd.
173. KPR Switzerland Sales GmbH
174. KPR U.S., LLC
175. Leader Drugstores, Inc.
176. Ludlow Technical Products Canada, Ltd.
177. Marin Apothecaries
178. Medicap Pharmacies Incorporated
179. Medicine Shoppe Capital Corporation
180. Medicine Shoppe International, Inc.
181. Medicine Shoppe Internet, Inc.
182. Mediquip Sdn. Bhd.
183. Mirixa Corporation
184. MosaicGPO, LLC
185. mscripts Holdings, LLC
186. Cardinal Health International India Private Limited
187. mscripts, LLC
188. Nippon Covidien Ltd.
189. One Cloverleaf, LLC
190. Outcomes Incorporated
191. Owen Shared Services, Inc.
192. Pharmacy Operations Of New York, Inc.
193. Pharmacy Operations, Inc.
194. Physicians Purchasing, Inc.
195. Pinnacle Intellectual Property Services, Inc.
196. Pinnacle Intellectual Property Services-International, Inc.
197. Quiroproductos de Cuauhtemoc S. de R.L. de C.V.
198. RainTree Administrative Services, LLC
199. RainTree Care Management, LLC
200. RainTree GPO, LLC
201. Ransdell Surgical, Inc.
202. Red Oak Sourcing, LLC
203. Renal Purchasing Group, LLC
204. RGH Enterprises, LLC
205. RT Oncology Services Corporation
206. Rxealtime, Inc.
207. Sierra Radiopharmacy, L.L.C.
208. Sonexus Health Access & Patient Support, LLC
209. Sonexus Health Distribution Services, LLC
210. Sonexus Health Financial Solutions, LLC
211. Sonexus Health Pharmacy Services, LLC
212. Sonexus Health, LLC
213. TelePharm, LLC
214. The Harvard Drug Group, L.L.C.
215. Tianjin ITI Trading Company
216. Tradex International, Inc.
217. Traverse GPO, LLC
218. Wavemark Lebanon Offshore s.a.l.
219. Wavemark, Inc.
220. Red Oak Sourcing, LLC
221. API (Suppliers) Limited
222. Sierra Radiopharmacy, L.L.C.
223. Abilene Nuclear, LLC
224. InteCardia-Tennessee East Catheterization, LLC
225. Kendall-Gammatron Limited

226. Almus Pharmaceuticals USA LLC
227. Cardinal Health (H.K.) Co. Limited
228. Cardinal Health (Shanghai) Pharmaceutical Co., Ltd.
229. Cardinal Health (Sichuan) Pharmaceutical Co., Ltd.
230. Cardinal Health (Wuxi) Pharmaceutical Co., Ltd.
231. Cardinal Health Hedan (Shenzhen) Pharmaceutical Co., Ltd.
232. Dalian Zhongda Pharmaceutical Company Limited
233. NaviHealth Holdings, LLC
234. Parch, L.L.C.
235. 6464661 Canada Inc.
236. Academy Of Managed Care Medicine, L.L.C.
237. Alaris Medical 1 (Suisse) Sarl
238. Alaris Medical New Zealand Limited
239. Allegiance Healthcare International GmbH
240. Allegiance Pro Inc.
241. Allied Healthcare Services, Inc.
242. Almus Pharmaceuticals Singapore Pte. Ltd.
243. Almus Pharmaceuticals USA LLC
244. American Threshold Industries, Inc.
245. Anoka, LLC
246. ARCH Collection Corporation
247. ARCH, S.A.
248. Armand Scott, LLC
249. Aurum Pharmaceuticals Limited
250. Behrens Inc.
251. Beijing Baiji Advanced Specialty Company Limited
252. Bellwether Oncology Alliance, Inc.
253. Bentley Merger Sub, LLC
254. Bindley Western Funding Corporation
255. Bindley Western Industries II Of Maine, Inc.
256. Biosigna GmbH Institut für Biosignalverarbeitung und Systemanalyse
257. Bird Products (Japan) Ltd.
258. Bird Products Corporation
259. Brighton Capital, Inc.
260. Buffalo Merger Corp.
261. BW Transportation Services, Inc.
262. Cardal II, LLC
263. Cardal, Inc.
264. Cardinal Florida, Inc.
265. Cardinal Health (Beijing) China Pharmaceutical Co., Ltd.
266. Cardinal Health (Beijing) Medical Trading Co., Ltd.
267. Cardinal Health (Beijing) Pharmacy Co., Ltd.
268. Cardinal Health (Chengdu) Pharmacy Co., Ltd.
269. Cardinal Health (China) Investment Co., Ltd.
270. Cardinal Health (Chongqing) Pharmaceutical Co., Ltd.
271. Cardinal Health (Chongqing) Pharmacy Co., Ltd.
272. Cardinal Health (H.K.) Co. Limited
273. Cardinal Health (Hubei) Pharmaceutical Co., Ltd.
274. Cardinal Health (L) Co., Ltd.
275. Cardinal Health (Liaoning) Pharmaceutical Co., Ltd.
276. Cardinal Health (P02296)
277. Cardinal Health (P04080)
278. Cardinal Health (Shanghai) Commercial and Trading Company Limited
279. Cardinal Health (Shanghai) Cosmetics Trading Co., Ltd.
280. Cardinal Health (Shanghai) Logistics Co., Ltd.
281. Cardinal Health (Shanghai) Pharmaceutical Co., Ltd.
282. Cardinal Health (Shanghai) Pharmacy Co., Ltd.
283. Cardinal Health (Shanxi) Pharmaceutical Co., Ltd.
284. Cardinal Health (Shenyang) Pharmacy Co., Ltd.
285. Cardinal Health (Sichuan) Pharmaceutical Co., Ltd.
286. Cardinal Health (Tianjin) Pharmaceutical Co., Ltd.

287. Cardinal Health (Wuxi) Pharmaceutical Co., Ltd.
288. Cardinal Health (WuXi) Pharmacy Co., Ltd.
289. Cardinal Health (Zhejiang) Pharmaceutical Co., Ltd.
290. Cardinal Health 101, Inc.
291. Cardinal Health 102, Inc.
292. Cardinal Health 103, Inc.
293. Cardinal Health 106, Inc.
294. Cardinal Health 109, Inc.
295. Cardinal Health 111, LLC
296. Cardinal Health 113, LLC
297. Cardinal Health 117, LLC
298. Cardinal Health 129, Inc.
299. Cardinal Health 208, Inc.
300. Cardinal Health 301, LLC
301. Cardinal Health 400, Inc.
302. Cardinal Health 401, Inc.
303. Cardinal Health 402, Inc.
304. Cardinal Health 403, Inc.
305. Cardinal Health 404, Inc.
306. Cardinal Health 405, Inc.
307. Cardinal Health 406, Inc.
308. Cardinal Health 406, LLC
309. Cardinal Health 407, Inc.
310. Cardinal Health 408, Inc.
311. Cardinal Health 409, Inc.
312. Cardinal Health 410, Inc.
313. Cardinal Health 411, Inc.
314. Cardinal Health 412, Inc.
315. Cardinal Health 413, Inc.
316. Cardinal Health 415, Inc.
317. Cardinal Health 416, Inc.
318. Cardinal Health 417, Inc.
319. Cardinal Health 419, LLC
320. Cardinal Health 420, LLC
321. Cardinal Health 421 Limited Partnership
322. Cardinal Health 421, Inc.
323. Cardinal Health 422, Inc.
324. Cardinal Health 501 Dutch C.V.
325. Cardinal Health Austria 201 GmbH
326. Cardinal Health Bermuda 224, Ltd.
327. Cardinal Health Brasil 423 Servicos Farmaceuticos Nucleares Ltda
328. Cardinal Health Canada 204, Inc.
329. Cardinal Health Canada 301, Inc.
330. Cardinal Health Canada 302, Inc.
331. Cardinal Health Canada 307, ULC
332. Cardinal Health Canada 403, Inc.
333. Cardinal Health Canada 437, Inc.
334. Cardinal Health Canada Inc.
335. Cardinal Health Canada LP
336. Cardinal Health Cayman Islands Holding Co. Ltd
337. Cardinal Health Cayman Islands Ltd.
338. Cardinal Health China Co., Ltd.
339. Cardinal Health D.R. 203 Limited
340. Cardinal Health Europe IT GmbH
341. Cardinal Health France 205 SAS
342. Cardinal Health France 309 SAS
343. Cardinal Health Germany 206 GmbH
344. Cardinal Health Germany 234 GmbH
345. Cardinal Health Germany 318 GmbH
346. Cardinal Health Hedan (Shenzhen) Pharmaceutical Co., Ltd.
347. Cardinal Health Hong Kong Limited
348. Cardinal Health I, Inc.
349. Cardinal Health Imaging, LLC
350. Cardinal Health India Private Limited
351. Cardinal Health International Ventures, Ltd.
352. Cardinal Health Ireland 406 Ltd.
353. Cardinal Health Ireland 527 General Partnership
354. Cardinal Health Italy 208 S.r.l.
355. Cardinal Health Italy 312 S.p.A.
356. Cardinal Health Lease Funding 2002A, LLC
357. Cardinal Health Lease Funding 2002AQ, LLC
358. Cardinal Health Lease Funding 2003A, LLC
359. Cardinal Health Lease Funding 2003AQ, LLC
360. Cardinal Health Lease Funding 2003B, LLC
361. Cardinal Health Lease Funding 2003BQ, LLC
362. Cardinal Health Lease Funding 2004A, LLC

363. Cardinal Health Lease Funding
2004AQ, LLC
364. Cardinal Health Luxembourg 523
S.a.r.l.
365. Cardinal Health Mauritius Holding 226
Ltd.
366. Cardinal Health Mexico 213, S.A. de
C.V.
367. Cardinal Health Netherlands 238 BV
368. Cardinal Health Netherlands 526 B.V.
369. Cardinal Health Netherlands Financing
C.V.
370. Cardinal Health Netherlands Holding
B.V.
371. Cardinal Health New Zealand 313
Limited
372. Cardinal Health Norway 315 A/S
373. Cardinal Health P.R. 227, Inc.
374. Cardinal Health P.R. 409 B.V.
375. Cardinal Health PTS, Inc.
376. Cardinal Health PTS, LLC
377. Cardinal Health S.A. 319 (Proprietary)
Limited
378. Cardinal Health Singapore 304
379. Cardinal Health Singapore 423 Pte. Ltd.
380. Cardinal Health Spain 219 S.L.U.
381. Cardinal Health Spain 239 SA
382. Cardinal Health Specialty Pharmacy,
LLC
383. Cardinal Health Sweden 220 AB
384. Cardinal Health Sweden 314 AB
385. Cardinal Health Switzerland 221 Sarl
386. Cardinal Health Switzerland 317 Sarl
387. Cardinal Health Trading (Shanghai)
Co., Ltd.
388. Cardinal Health U.K. 100 Limited
389. Cardinal Health U.K. 101 Limited
390. Cardinal Health U.K. 102 Limited
391. Cardinal Health U.K. 103 Limited
392. Cardinal Health U.K. 104 Limited
393. Cardinal Health U.K. 105 Limited
394. Cardinal Health U.K. 106 Limited
395. Cardinal Health U.K. 223 Limited
396. Cardinal Health U.K. 232 Limited
397. Cardinal Health U.K. 235 Limited
398. Cardinal Health U.K. 236 Limited
399. Cardinal Health U.K. 240 Limited
400. Cardinal Health U.K. 305 Limited
401. Cardinal Health U.K. 306 Limited
402. Cardinal Health U.K. 433 Limited
403. Cardinal Health U.K. 434 Limited
404. Cardinal Syracuse, Inc.
405. Cardinal.Com Holdings, Inc.
406. Care Fusion Development Private
Limited
407. Care Fusion Incorporated
408. CareFusion 202, Inc.
409. CareFusion 203, Inc.
410. CareFusion 205, Inc.
411. CareFusion 206, Inc.
412. CareFusion 207, Inc.
413. CareFusion 209, Inc.
414. CareFusion 210, Inc.
415. CareFusion 211, Inc.
416. CareFusion 212, LLC
417. CareFusion 213, LLC
418. CareFusion 214, LLC
419. CareFusion 2200, Inc.
420. CareFusion 2201, Inc.
421. CareFusion 302, LLC
422. CareFusion 303, Inc.
423. CareFusion 304, LLC
424. CareFusion Australia 200 Pty Ltd.
425. CareFusion Australia 316 Pty Limited
426. CareFusion Australia 500 Pty Ltd
427. CareFusion Belgium 202 BVBA
428. CareFusion Brasil 231 Servico e
Comercia de Productos Medicos Ltda
429. CareFusion Corporation
430. CareFusion EIT, LLC
431. CareFusion Iberia 308 S.L.U.
432. CareFusion Italy 237 Srl
433. CareFusion Italy 311 Srl
434. CareFusion Japan 228 K.K.
435. CareFusion Japan 233, Inc.
436. CareFusion Luxembourg 501 Sarl
437. CareFusion Manufacturing Ireland 241
Limited
438. CareFusion Manufacturing, LLC
439. CareFusion Netherlands 214 B.V.
440. CareFusion Netherlands 238 BV
441. CareFusion Netherlands 310 B.V.

442. CareFusion Netherlands 503 B.V.
443. CareFusion New Zealand 217 Limited
444. CareFusion New Zealand 313 Limited
445. CareFusion Resources, LLC
446. CareFusion Singapore 243 Pte. Ltd.
447. CareFusion Solutions, LLC
448. CareFusion U.K. 284 Limited
449. CareFusion U.K. 286 Limited
450. CareFusion U.K. 287 Limited
451. CareFusion U.K. 288 Limited
452. Cascade Development, Inc.
453. CCB, Inc.
454. CDI Investments, Inc.
455. Centralia Pharmacy, Inc.
456. Centricity, LLC
457. Chapman Drug Company
458. Chengdu Baiji Advanced Specialty Pharmacy Company Limited
459. Cheshire Merger Sub, Inc.
460. CMI Net, Inc.
461. College Park Plaza Associates, Inc.
462. Comprehensive Medical Imaging-Anaheim Hills, Inc.
463. Comprehensive Medical Imaging-Apple Valley, Inc.
464. Comprehensive Medical Imaging-Boynton Beach, Inc.
465. Comprehensive Medical Imaging-Downey, Inc.
466. Comprehensive Medical Imaging-Encino, Inc.
467. Comprehensive Medical Imaging-Fort Lauderdale, Inc.
468. Comprehensive Medical Imaging-Fremont, Inc.
469. Comprehensive Medical Imaging-Hesperia, Inc.
470. Comprehensive Medical Imaging-Huntington Beach, Inc.
471. Comprehensive Medical Imaging-Palm Springs, Inc.
472. Comprehensive Medical Imaging-Rancho Cucamonga, Inc.
473. Comprehensive Medical Imaging-Rancho Mirage, Inc.
474. Comprehensive Medical Imaging-Salisbury, Inc.
475. Comprehensive Medical Imaging-Sherman Oaks, Inc.
476. Comprehensive Medical Imaging-Tempe, Inc.
477. Comprehensive Medical Imaging-Van Nuys, Inc.
478. Comprehensive Medical Imaging-Victorville, Inc.
479. Comprehensive Medical Imaging-Westlake Village, Inc.
480. Comprehensive Open MRI-Carmichael, Inc.
481. Comprehensive Open MRI-Folsom, Inc.
482. Comprehensive Open MRI-Fullerton, Inc.
483. Comprehensive Open MRI-Laguna Hills, Inc.
484. Comprehensive Open MRI-Sacramento, Inc.
485. Comprehensive Reimbursement Consultants, Inc.
486. Consumer2patient, LLC
487. CR Medicap, Inc.
488. Curaspan Health Group, Inc.
489. Cytokine Pharmasciences, Inc.
490. Dalian Zhongda Pharmaceutical Company Limited
491. Daniels Pharmaceuticals Limited
492. DC Merger Corp
493. Denver Biomedical, Inc.
494. Desert PET, LLC
495. Dik Drug Company, LLC
496. Dik Medical Supplies, LLC
497. Discor Limited
498. Dismed Inc.
499. Dohmen Distribution Partners Southeast, L.L.C.
500. Dover Communications, LLC
501. Duquoin Pharmacy, Inc.
502. Dutch American Manufacturers (D.A.M.) B.V.
503. East Iowa Pharmacies, Inc.
504. EGIS Holdings, Inc.

505. Eldon Laboratories Limited
506. Ellicott Drug Company
507. EME Medical, Inc.
508. Enturia Canada ULC
509. Enturia de Mexico S. de R.L. de C.V.
510. Enturia Limited
511. Enturican, Inc.
512. EON Media Inc.
513. Eureka Merger Sub, Inc.
514. European Pharmaceuticals Group Ltd.
515. First Choice, Inc. Of Maine
516. Flower Merger Corp.
517. Futuremed Health Care Products Limited Partnership
518. Futuremed Healthcare Products Corporation
519. Futuremed Holdings General Partner Inc.
520. Fuzhou Baiji Pharmacy Company Limited
521. Gala Design, Inc.
522. Gelatin Products International, Inc.
523. Geodax Technology, Inc.
524. Glacier Corporation
525. Grand Avenue Pharmacy, Inc.
526. Graphic Holdings, Inc.
527. Griffin Group Document Management Services, Inc.
528. Guangzhou Baiji Advanced Specialty Pharmaceutical Chain Stores Company Limited
529. Guangzhou Baiji Drug Store Company Limited
530. Guangzhou City Kangwei Information Technology Company Limited
531. Guangzhou Ruixun Pharmaceutical Company Limited
532. Guizhou Yibai Medical Co., Ltd.
533. Hangzhou Baiji Advanced Specialty Drug Store Company Limited
534. Heartland Diagnostic Services, Inc.
535. HLS Advantage, LLC
536. Homecare (North-West) Limited
537. Humiston-Keeling, Inc.
538. IMI Of Boca Raton, Inc.
539. IMI Of Miami, Inc.
540. IMI Of North Miami Beach, Inc.
541. Inland Empire Regional Pet Center, LLC
542. InnerDyne, Inc.
543. Inpharm Nationwide Limited
544. InteCardia-Tennessee East Diagnostic, LLC
545. Intercare Holdings Limited
546. Intercare Investments Limited
547. Intercare Properties Plc
548. Iowa Falls Pharmacy, Inc.
549. IVAC Overseas Holdings LP
550. JakaMed AB AB
551. Jinan Baiji Drug Store Company Limited
552. JRG, Ltd.
553. Kendall Patient Recovery BVBA
554. Kinetic Surgical, LLC
555. Kinray, Inc.
556. Kinray, LLC
557. KPR Italia S.r.l.
558. KPR U.S., Inc.
559. Kunming Baiji Advanced Specialty Pharmacy Company Limited
560. Lake Charles Pharmaceutical Supply Company, LLC
561. Liaoning Longda Pharmaceutical Co., Ltd.
562. Liberty Communications Network, LLC
563. Ludlow Technical Products Corporation
564. Macarthy Group Trustees Limited
565. Macarthys Laboratories Limited
566. Macarthy's Limited
567. Marmac Distributors, Inc.
568. Martindale Pharma GmbH
569. Martindale Pharmaceuticals Limited
570. Medcon S.A.
571. MedEd Resources, LLC
572. Medesta Associates, LLC
573. Medical Concepts Development, Inc.
574. Medical Diagnostic Leasing, Inc
575. Medical Education Systems, LLC
576. Medical Media Communications, LLC
577. Medical Strategies, Inc.

578. MediQual Systems, Inc.
579. Meditrol Automation Systems, Inc.
580. Meditrol, Inc.
581. MedMined, Inc.
582. Mercury Merger Sub, LLC
583. Mesa Merger Corp.
584. MicroGas Limited
585. MicroMedical Deutschland GmbH
586. Microport Healthcare, LLC
587. Midland Pharmacies, Inc
588. Mississippi Medical Supply Cooperative, L.L.C.
589. MRI Equipment Partners, Ltd.
590. Mudhen Merger Corp.
591. Multi-Medica S.A.
592. Multipharm Limited
593. Nanjing Baiji Advanced Specialty Drug Store Company Limited
594. Nanning Baiji Advanced Specialty Pharmacy Company Limited
595. Nationwide Ostomy Supplies Limited
596. Navigator Health, Inc.
597. NaviHealth Holdings, LLC
598. NaviHealth SM Holdings, Inc.
599. NaviHealth, Inc.
600. Nexus Healthcare, Inc.
601. Nitric Bio Therapeutics, Inc.
602. Northern Michigan Supply Alliance, L.L.C.
603. Ohio Valley-Clarksburg, Inc.
604. Oncology Holdings, Inc.
605. Onpointe Medical Communications, LLC
606. Oval (Shanghai) Technologies, Inc.
607. Oval Technologies (H.K.) Pty Limited
608. Owen Healthcare Building, Inc.
609. Pacific Surgical Innovations, Inc.
610. Panther Merger Sub II, Inc.
611. Panther Merger Sub, Inc.
612. Parch, L.L.C.
613. Parch, L.L.C. State File
614. ParMed Pharmaceuticals, LLC
615. PatientScribe Inc.
616. PCI Acquisition I, Inc.
617. PCI Acquisition II, Inc.
618. PCI Services Holdings, Inc.
619. PCI Services III, Inc.
620. PCI/Acquisition III, Inc.
621. PCI/All Pack Holdings, Inc.
622. PCI/Delvco, Inc. State File
623. PCI/Tri-Line (Usa), Inc.
624. Pharmaceutical & Diagnostic Services, LLC
625. Pharmacy Service Corporation
626. Phillipi Holdings, Inc.
627. PHR Staffing, Inc.
628. Post-Acute Care Center For Research, LLC
629. Practicome Solutions, LLC
630. Princeton Diagnostic Isotopes, Inc.
631. Priority Healthcare Services Corporation
632. Procedure-Based Instrument Services, L.L.C.
633. Productos Urologos de Mexico S.A. de C.V.
634. Professional Health-Care Resources, Inc.
635. Pyxis Capital Corporation
636. Pyxis Funding II, LLC
637. Pyxis Funding, LLC
638. R Cubed, Inc.
639. R. P. Scherer Hardcapsule (West)
640. R.P. Scherer Inc.
641. R.P. Scherer Technologies, Inc.
642. Radiopharmacy Of Boise, Inc.
643. Radiopharmacy Of Northern California, Inc.
644. Renlar Systems, Inc.
645. RightCare Solutions, Inc.
646. Royal Merger Sub, Inc.
647. Scela, Inc.
648. Scriptline, Inc.
649. SensorMedics (Deutschland) GmbH
650. SensorMedics Corporation
651. Shanghai Baiwei Drug Store Company Limited
652. Shanghai Cardinal Baiwei Drug Store Co., Ltd.
653. Shanghai Jinyi Health Management Consultation Co., Ltd.

654. Shanghai Luoda Pharmaceutical Company Limited
655. Shenzhen Zhengdan Investment Company Limited
656. Simolo (GL) Limited
657. Sistemas Medicos ALARIS S.A. de C.V.
658. Snowden Pencer Holdings, Inc.
659. Snowden Pencer, Inc.
660. Solomons Company
661. Source Medical Corporation
662. SRX, Inc.
663. Strategic Implications International, LLC
664. Supplyline Technologies Limited
665. Surgical Carepair, L.L.C.
666. Surgical Instrument Repair Service, L.L.C.
667. Syncor Belgium SPRL
668. Syncor Diagnostics Bakersfield, LLC
669. Syncor Diagnostics Dallas, LLC
670. Syncor Diagnostics Encino, LLC
671. Syncor Diagnostics Fullerton, LLC
672. Syncor Diagnostics Laguna Hills, LLC
673. Syncor Diagnostics Plano, LLC
674. Syncor Diagnostics Sacramento, LLC
675. Syncor Financing Corporation
676. Syncor Italy srl
677. The Enright Group, Inc.
678. The Heron Corporation
679. The LVC Corporation
680. Tianjin Cardinal Pharmacy Co., Ltd.
681. Toledo Pharmacy Company
682. Tropic Merger Sub, Inc.
683. UroMed, Inc.
684. VIASYS Healthcare Ireland Limited
685. VIASYS Healthcare Island EHF
686. VIASYS Healthcare S.A.R.L.
687. VIASYS Holdings Inc.
688. VIASYS NeuroCare France SAS
689. VIASYS Polymer Products LLC
690. Virginia Imaging Center, LLC
691. Virginia Merger Corporation
692. Vistant Corporation
693. Vistant Holdings, Inc.
694. Vubiq Inc.
695. Wenzhou Xinte Pharmaceutical Co., Ltd.
696. West Hudson, Inc.
697. West Texas Nuclear Pharmacy Partners
698. Wholesale (PI) Limited
699. Williams Drug Distributors, Inc.
700. Wolf Merger Corp.
701. Wrangler Acquisition Sub, Inc.
702. Wuhan Baiji New & Special Drug Store Company Limited
703. Xiamen Cardinal Baiwei Drug Store Co., Ltd.
704. Xi'an Baiji Advanced Specialty Pharmacy Company Limited
705. Yorkshire Pharmacy, Inc.
706. Blue Robin, LLC
707. SOAR Network, LLC
708. ScalaMed Pty. Ltd.
709. ScalaMed (US), Inc.
710. Cardinal Health Hungary Finance K.F.T.
711. Wavemark Cyprus Pvt. Ltd.

McKesson

1. "Aewige" ärztliche
Wirtschaftsgesellschaft m.b.H., HG
Wien
2. "die apoteeke in teesdorf" Mag.
pharm. Gerda Kohlhauser KG, LG
Wiener Neustadt
3. "Esplanade-Apotheke" Mag. pharm.
Anna-Maria Köck KG,
Landesgericht Wels
4. "Panther Apotheke" Mag. pharm.
Sandra Krokos KG, Landesgericht
Graz
5. 10101 Woodloch Forest LLC
6. 2012 DREAM LIMITED, England
7. 28CVR LIMITED, England
8. 3068312 Nova Scotia ULC
9. 3069163 Nova Scotia Limited
10. 3069164 Nova Scotia Limited
11. 30MC LIMITED, England
12. 701985 N.B. INC.
13. A C FERGUSON (CHEMIST)
LIMITED, England
14. A. SUTHRELL (HAULAGE)
LIMITED, England
15. A.F.M. Bergamo S.p.A., Italy
16. A.L.I. Holdings LLC
17. A.L.I. Imaging Systems Corp.
18. A.L.I. Technologies (International)
LLC
19. AAH BUILDERS SUPPLIES
LIMITED, England
20. AAH FURB PENSION TRUSTEE
LIMITED, England
21. AAH Glass & Windows Limited,
England
22. AAH Ireland, Dublin
23. AAH LIMITED, England
24. AAH Lloyds Insurance (IoM)
Limited, Isle Of Man
25. AAH LLOYDS PENSION
TRUSTEES LIMITED, England
26. AAH NOMINEES LIMITED,
England
27. AAH ONE LIMITED, Scotland
28. AAH PHARMACEUTICALS
LIMITED, England
29. AAH TWENTY FOUR LIMITED,
Scotland
30. AAH TWENTY LIMITED, England
31. AAH TWENTY SIX LIMITED,
England
32. ABG Apotheken-
Beratungsgesellschaft mbH, Stuttgart
33. Access Health NZ Limited
34. AccessMed Holdings, Inc.
35. AccessMed, Inc. (AccessMed, LLC)
36. AccessMed, LLC
37. ACME DRUG CO. LIMITED,
Scotland
38. Action Software, Inc.
39. ADDED MARKETING LIMITED,
England
40. Adler Apotheke Krems Mag.
Gabriele Denk KG, LG Krems an
der Donau
41. Adler-Apotheke Mag.pharm. Ingrid
Chvatal KG, LG Leoben
42. Admenta Beteiligungs GmbH, HG
Wien
43. Admenta Denmark ApS,
Copenhagen
44. Admenta Deutschland GmbH,
Stuttgart
45. ADMENTA HOLDINGS LIMITED,
England
46. ADMENTA ITALIA S.P.A.,
CCIAA di Bologna
47. ADMENTA PENSION TRUSTEES
LIMITED, England
48. Admenta Sweden AB
49. ADMENTA UK LIMITED, England
50. Admenta Verwaltungs GmbH, HG
Wien
51. Advanced ENT and Allergy, PLLC
52. Aetion, Inc.
53. AFM S.p.A., CCIAA di Bologna
54. AHLP PHARMACY LIMITED,
England

55. ALCHEM (SOUTHERN) LIMITED, England
56. Aledade, Inc.
57. AllStripes Research, Inc.
58. ALPE-ADRIA PHARMA farmacevtsko podjetje d.o.o., Ljubljana
59. Alphar Ayeneux, Belgium
60. Alphar Gilly DL, Belgium
61. Alphar Monceau sur Sambre, Belgium
62. Alphar Partners SA, Belgium
63. Alte Löwen-Apotheke Mag. pharm. Kristina Taubald KG, HG Wien
64. Alte Spora Apotheke Mag.pharm. Stephan Öhlzelt KG, LG St. Pölten
65. American Oncology Associates, LLC
66. American Pharmacy Network Solutions, LLC
67. Amethyst Acquisition Corp.
68. Ancavion GmbH, AG Darmstadt
69. Ancillary Management Solutions, Inc.
70. Anton-Bruckner-Apotheke Mag.pharm. Christian Schwarzenbrunner KG, LG Linz
71. AOR Holding Company of Indiana, Inc. (AOR Holding Company of Indiana, LLC)
72. AOR Holding Company of Indiana, LLC
73. AOR Management Company of Alabama, Inc.
74. AOR Management Company of Arizona, Inc. (AOR Management Company of Arizona, LLC)
75. AOR Management Company of Arizona, LLC
76. AOR Management Company of Central Florida, Inc.
77. AOR Management Company of Florida, Inc.
78. AOR Management Company of Indiana, Inc. (AOR Management Company of Indiana, LLC)
79. AOR Management Company of Indiana, LLC
80. AOR Management Company of Kansas, Inc.
81. AOR Management Company of Missouri, Inc. (AOR Management Company of Missouri, LLC)
82. AOR Management Company of Missouri, LLC
83. AOR Management Company of Nevada, Inc.
84. AOR Management Company of New York, Inc.
85. AOR Management Company of North Carolina, Inc.
86. AOR Management Company of Ohio, Inc.
87. AOR Management Company of Oklahoma, Inc. (AOR Management Company of Oklahoma, LLC)
88. AOR Management Company of Oklahoma, LLC
89. AOR Management Company of Oregon, Inc.
90. AOR Management Company of Pennsylvania, Inc. (AOR Management Company of Pennsylvania, LLC)
91. AOR Management Company of Pennsylvania, LLC
92. AOR Management Company of South Carolina, Inc.
93. AOR Management Company of Texas, Inc.
94. AOR Management Company of Virginia, Inc. (AOR Management Company of Virginia, LLC)
95. AOR Management Company of Virginia, LLC
96. AOR of Indiana Management Partnership
97. AOR of Texas Management Limited Partnership
98. AOR of Texas Management, LLC
99. AOR Real Estate, Inc. (AOR Real Estate, LLC)

- 100.AOR Real Estate, LLC
- 101.AOR Synthetic Real Estate, Inc.
(AOR Synthetic Real Estate, LLC)
- 102.AOR Synthetic Real Estate, LLC
- 103.AORIP, Inc.
- 104.AORT Holding Company, Inc.
(AORT Holding Company, LLC)
- 105.AORT Holding Company, LLC
- 106.AORT LP, LLC
- 107.Aporana AS
- 108.Apotheke "Zum Bergmann"
Mag.pharm. Sabine Tuttner KG, LG
Leoben
- 109.Apotheke "Zur heiligen
Dreifaltigkeit" Mag. pharm. Edith
Schuller-Grundnig KG,
Landesgericht Korneuburg
- 110.Apotheke "Zur Mutter Gottes" Mag.
pharm. Karin Nozicka KG, HG Wien
- 111.Apotheke Atzgersdorf Mr. Hermann
Latzin KG, Wien
- 112.Apotheke im Messepark Mag.
pharm. Dietmar Purin KG, LG
Feldkirch
- 113.Apotheke Niklasdorf Mag. pharm.
Matthias Schögggl KG, LG Leoben
- 114.APOTHEKE U1 TROSTSTRASSE,
Mag. pharm. Max Wellan KG, HG
Wien
- 115.Apotheke Zum heiligen Antonius
Mag. pharm. Walter Staschek KG,
LG Wiener Neustadt
- 116.Apotheke zum heiligen Schutzengel
Mag.pharm. Barbara Penz-Arzberger
KG, Landesgericht Graz
- 117.Apotheke zum Patriarchen Mag.
pharm. Brigitte Kölbl KG, HG Wien
- 118.Apotheke Zur hl. Dreifaltigkeit
Mag. pharm. Doris Richter KG, LG
Wiener Neustadt
- 119.Apotheke Zur Hütte Mag. pharm.
Mrak KG, LG Leoben
- 120.Apovest AS
- 121.Apovest Drift AS
- 122.Art Acquisition Subsidiary, Inc.
- 123.Ascalon International, Inc.
- 124.Aspen Health, Inc.
- 125.Atlantic Urological Associates, P.A.
- 126.ATLAS Travel Clinic Limited,
England
- 127.Attentus Medical Sales,
Incorporated (Attentus Medical
Sales, LLC)
- 128.Attentus Medical Sales, LLC
- 129.Augmedix, Inc.
- 130.Awarix, Inc.
- 131.Axis Medical Management, Inc.
- 132.AYRSHIRE
PHARMACEUTICALS LIMITED,
Scotland
- 133.AZIENDA FARMACEUTICA
MUNICIPALE di Cremona S.p.A.,
CCIAA di Cremona
- 134.Azienda Farmacie Milanesi S.p.A.,
CCIAA di Milano
- 135.Babbingore Limited, Dublin
- 136.BAILLIESTON HEALTH
CENTRE PHARMACY LIMITED,
Scotland
- 137.Ballycane Pharmacy Limited,
Ireland
- 138.BANNISTER & THATCHER
LIMITED, England
- 139.BARCLAY
PHARMACEUTICALS
(ATHERSTONE) LIMITED,
England
- 140.BARCLAY
PHARMACEUTICALS LIMITED,
England
- 141.BARLEY CHEMISTS HOLDINGS
LIMITED, England
- 142.BARRY SHOOTER (ROMFORD)
LIMITED, England
- 143.Baylor Health Enterprises, LP
- 144.BDI Pharma, Inc. (BDI Pharma,
LLC)
- 145.BDI Pharma, LLC
- 146.Beausejour Drugs Limited
- 147.BEAUTY CARE DRUGSTORES
LIMITED, England
- 148.Beldere Corporation

- 149.BeneVi Health LLC (Biologics, Inc.)
- 150.BENU Apotheken B.V., Chamber of commerce Amsterdam
- 151.BENU Nederland BV, Kamer van Koophandel Amsterdam
- 152.Bergemoen Apotek AS
- 153.BERKSHIRE MEDICAL SUPPLIES LIMITED, England
- 154.BETTERLIFEHEALTHCARE LIMITED, England
- 155.BIG PHARMA LIMITED, Scotland
- 156.Biologics, Inc.
- 157.Blackhall Pharmaceutical Distributors Limited
- 158.Blackhawk Development LLC
- 159.Blackstaff Pharmaceuticals Limited, England
- 160.Blomsterdalen Apotek AS
- 161.Blue Medical Supply, Inc. (McKesson Medical-Surgical Inc.)
- 162.Boad Seven, Inc.
- 163.BOFH Holdings Unlimited Company, Ireland
- 164.Bottomline Medical Solutions, LLC (Linear Holdings, LLC)
- 165.Boulder Radiation Management Company, LLC
- 166.Bradbury (Surgical) Limited, Northern Ireland
- 167.Breamor Pharmacy Limited, Ireland
- 168.Brevard Radiation Oncology, LLC
- 169.Brickyard Acquisition Inc. (Biologics, Inc.)
- 170.BRIDPORT MEDICAL CENTRE SERVICES LIMITED, England
- 171.Brocacef Groep N.V., Maarssen
- 172.Brockton Hospital, Inc. dba Signature Healthcare Brockton Hospital, Inc.
- 173.Brockton Radiation Oncology Associates, LLC
- 174.Brockton Radiation Oncology, LLC
- 175.Brooklyn Radiation Oncology, LLC
- 176.Brugar Enterprises, Inc.
- 177.Bullet Acquisition Corporation
- 178.CAHILL MAY ROBERTS GROUP LIMITED, Dublin
- 179.California Golden State Finance Company
- 180.Camic Pharmacies Limited, Ireland
- 181.Canada Distribution Holdings Limited Partnership
- 182.Canada Retail Holdings Limited Partnership Societe en Commandite Gestion Detail Canada
- 183.Cancer Care Centers of Brevard, Inc.
- 184.Cancer Treatment Associates of Northeast Missouri, Ltd.
- 185.CancerIQ, Inc.
- 186.CARONET TRADING LIMITED, England
- 187.Carrollton Radiation Therapy Center, LLC
- 188.Cascade Medical Supply, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
- 189.Cavalier Acquisition Company LLC
- 190.CCCN NW Building JV, LLC
- 191.Celesio Business Services Ltd., Ireland
- 192.Central Ohio Urology Group, Inc.
- 193.CENTRALE D'ADMINISTRATION DE BIENS IMMOBILIERS, Bobigny
- 194.CGSF Funding Corporation (CGSF Funding LLC)
- 195.CGSF Funding LLC
- 196.Chem Labs Limited, Dublin
- 197.CHNG Newco LLC
- 198.CHNG NewSub Inc.
- 199.City of Hope Medical Foundation
- 200.City Properties, S.A.
- 201.Civiche Farmacie Desio S.p.A., Italy
- 202.Claimone, LLC (Linear Holdings, LLC)
- 203.ClaimSecure Inc. (SUCCESSOR)
- 204.CLARK CARE GROUP LIMITED, England

- 205.CLARK MUNRO LIMITED,
Scotland
- 206.ClarusONE Sourcing Services LLP
- 207.Clinicians Database, L.L.C.
- 208.CMR Holdings Ltd, Dublin
- 209.Coleham, Dublin
- 210.Colorado Cancer Centers, LLC
- 211.Combined Enterprises Corporation
- 212.COMPANY CHEMISTS
ASSOCIATION LIMITED, England
- 213.COMPTOIR MONEGASQUE DE
BIOCHIMIE, Monaco
- 214.COMPTOIR PHARMACEUTIQUE
MEDITERRANEEN, Monaco
- 215.CONSORZIO SERVIZI
SALUTARI S.C.A. R.L., Italy
- 216.CookCo, Inc.
- 217.Cophana SA, Belgium
- 218.Corporation Groupe
Pharmessor/Pharmessor Group
Corporation (SUCCESSOR
10/01/2017)
- 219.Corporation of America
- 220.CoverMyMeds LLC
- 221.CoverMYMeds Specialty Pharmacy
Holdings LLC
- 222.CoverMYMeds Specialty Pharmacy
LLC
- 223.CPG Industries, Inc.
- 224.Crocker Plaza Company (Crocker
Plaza LLC)
- 225.Crocker Plaza LLC
- 226.CROSS AND HERBERT
(DEVON) LIMITED, England
- 227.CROSS AND HERBERT
(HOLDINGS) LIMITED, England
- 228.CROSS AND HERBERT
LIMITED, England
- 229.Crowley`s Blackrock Limited,
Dublin
- 230.Cypress Import Brokerage LLC
- 231.Cypress Medical Products LLC
- 232.D & K Healthcare Resources LLC
- 233.D & K Healthcare Resources, Inc.
(D & K Healthcare Resources LLC)
- 234.D & K Pharmacy Solutions, Inc.
- 235.D & K Receivables Corporation
- 236.D.F. O'Neill (Chemists) Ltd, Dublin
- 237.Dale Apotek AS
- 238.Danubia-Apotheke Mag. pharm.
Barbara Sedelies KG, HG Wien
- 239.Dargle Pharmacies Holdings
Limited, Ireland
- 240.DATA CARE Datenpflege des
Pharmagroßhandels Ges.m.b.H., HG
Wien
- 241.DATAPHARM, Paris
- 242.Daytona Beach Radiation Oncology,
LLC
- 243.DC Land Company
- 244.DCAZ Land Company
- 245.Deaconess Hospital, Inc.
- 246.Delta Clinical Research, LLC
- 247.DEPOTRADE, Bobigny
- 248.Derm Vantage, LLC
- 249.Diana-Apotheke Dr. et Mag. pharm.
Michaela Stipsits KG, LG Eisenstadt
- 250.Die Apotheke Ebenfurth,
Mag.pharm. Beate Haage-Löwe KG,
LG Wiener Neustadt
- 251.Dispensing Solutions Acquisition
Corporation (DS Holdings, Inc.)
- 252.Dispensing Solutions, Inc.
(Dispensing Solutions, LLC)
- 253.Dispensing Solutions, LLC (DS
Holdings, Inc.)
- 254.Ditt Apotek Amfi Os AS
- 255.Ditt Apotek Rodberg AS
- 256.Ditt Apotek Sorumsand AS
- 257.Ditt Apotek Tvedt AS
- 258.Diversified Healthcare, LLC
- 259.Dix Bulles Pharma, Belgium
- 260.DLI Market Intelligence ApS,
Denmark
- 261.DOL Pharmacy Limited, Ireland
- 262.Donnybrook Pharmacy Limited,
Ireland
- 263.Downtown Los Angeles Radiation
Oncology, LLC
- 264.DS Holdings, Inc. (DS Holdings,
LLC)

- 265.DS Holdings, LLC (McKesson Medical-Surgical Top Holdings Inc.)
- 266.DSRX, Inc. (DS Holdings, Inc.)
- 267.Dublin 2016 Acquisition, LLC
- 268.Dublin Holdings Acquisitions, LLC (Vantage Oncology Holdings, LLC)
- 269.Dublin POS I Acquisition Corp. (POS I Corp.)
- 270.East Indy CC, LLC
- 271.ECLIPSE HEALTHCARE LIMITED, England
- 272.Edwards Medical Supply, Inc.
- 273.EM Acquisition Corporation
- 274.Emploi AS
- 275.Engel-Apotheke Mag. pharm. Susanne Zauner KG, LG Wiener Neustadt
- 276.Ephrata Diamond Spring Water Co.
- 277.ESCON (ST NEOTS) LIMITED, England
- 278.Espafarmed S.L., Belgium
- 279.EUROSANTE (Société en liquidation), Luxembourg
- 280.Evangelical Services Corporation
- 281.Evesland Limited, Dublin
- 282.Evidation Health, Inc.
- 283.EVOLUTION HOMECARE SERVICES LIMITED, England
- 284.EXPERT HEALTH LIMITED, England
- 285.Family Pharmacy @ Las Colinas LLC
- 286.Fana Apotek AS
- 287.FAR.CO.SAN S.p.A., CCIAA di Arezzo
- 288.FARILLON LIMITED, England
- 289.Farmacia Garbatella I S.r.l., Italy
- 290.Farmacie Comunali di Modena S.p.A., Italy
- 291.Farmacie Comunali di Padova S.p.A., Italy
- 292.Farmacie di Sassuolo S.p.A., Italy
- 293.Farmacie Pratesi Pratoforma S.p.A., CCIAA di Prato
- 294.FARMALVARION S.R.L. SOCIO UNICO, Italy
- 295.FASTPRO International, Inc.
- 296.Federal Medical Supplies, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
- 297.Felview Limited, Dublin
- 298.First Aid Service, Inc.
- 299.First Choice Medical Supply Holding, Inc. (First Choice Medical Supply Holding, LLC)
- 300.First Choice Medical Supply Holding, LLC
- 301.First Choice Medical Supply, LLC
- 302.FIRTH & PILLING LIMITED, England
- 303.Flex-Master Technology Holdings, Inc.
- 304.Floriani-Apotheke Mag.pharm. Doris Leykauf KG, LG Graz
- 305.Foremost de Venezuela, S.A. (Forvensa)
- 306.Foremost Homes Hawaii, Ltd.
- 307.Foremost Iran Corporation
- 308.Foremost Shir, Inc.
- 309.Foremost Tehran, Inc.
- 310.FOSTER & PLUMPTON GROUP LIMITED, England
- 311.FOSTER & PLUMPTON LIMITED, England
- 312.Foundation For Opioid Response Efforts
- 313.FU-RAD Holdings, LLC
- 314.G J MALEY LIMITED, Isle Of Man
- 315.G K CHEMISTS (GLOS) LIMITED, England
- 316.G K CHEMISTS LIMITED, England
- 317.Galileo, Inc.
- 318.GEHE Immobilien GmbH & Co. KG, Stuttgart
- 319.GEHE Immobilien Verwaltungs-GmbH, Stuttgart
- 320.GEHE Pharma Handel GmbH, Stuttgart
- 321.General Medical Inc.

- 322.GEORGE STAPLES (STOKE) LIMITED, England
- 323.Gerard Ryan Pharmacy (Clonmel) Limited, Dublin
- 324.GERSTHOFER-APOTHEKE Mag.pharm. Elisabeth Reisegger KG, HG Wien
- 325.GI Winston Parent LP
- 326.Giardina Enterprises, Inc.
- 327.Glendale Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
- 328.Golden State Company, Ltd.
- 329.Golden State Corporate Services LLC
- 330.Golden State Insurance Company Limited
- 331.Golden State Milk Products Company
- 332.Goodman Manufacturing Company
- 333.Gorrys Pharmacy Limited, Ireland
- 334.Goviltown Limited, Westmeath
- 335.GPL 2007 LIMITED, England
- 336.GRAEME PHARMACY (STIRLING) LIMITED, Scotland
- 337.GREENS PHARMACEUTICAL (HOLDINGS) LIMITED, England
- 338.Greenville Radiation Care, Inc.
- 339.Greystones Pharmacy Limited, Dublin
- 340.GROUPE PHR, France
- 341.Gulf South Medical Supply, Inc. (Gulf South Medical Supply, LLC)
- 342.Gulf South Medical Supply, LLC
- 343.Gwinnett Radiation Oncology, LLC
- 344.H THATCHER LIMITED, England
- 345.Haleston Enterprises Limited, Dublin
- 346.Harvard Medical Faculty Physicians at Beth Israel Deconess Medical Center, Inc.
- 347.Hassingen Apotek
- 348.HBO & Company (VI), Inc.
- 349.HBO & Company of Georgia
- 350.HBOC Ventures, Inc.
- 351.HC Beteiligungsgesellschaft mbH, HG Wien
- 352.HDSC Acquisition Corp.
- 353.Health Data Sciences Corporation
- 354.Health Mart Atlas, LLC
- 355.Health Mart Systems, Inc.
- 356.HEALTH NEEDS LIMITED, England
- 357.Health Ventures
- 358.HEALTHCLASS LIMITED, England
- 359.Healthgrades Operating Company, Inc.
- 360.Heinz Management Co.
- 361.Helmard Holdings Limited, Dublin
- 362.HEP HealthQx Holdings, Inc. (McKesson Technologies Inc.)
- 363.Herba Chemosan Apotheker-AG, HG Wien
- 364.HERBERT FERRYMAN LIMITED, England
- 365.Hercules Parent LLC
- 366.Herz — Jesu Apotheke Mag. Pharm. Marianne Keller KG, HG Wien
- 367.Herz Jesu Apotheke & Parfümerie Mag. Pharm. Ingrid Heller KG, LG Feldkirch
- 368.HF Land Company
- 369.HFN of Northwest Florida, Inc.
- 370.HIGGINS & SON (CHEMISTS) LIMITED, England
- 371.HILL-SMITH (WARRINGTON) LIMITED, England
- 372.Hims, Inc.
- 373.HisComp Co., Zee Medical Service Co.
- 374.HMS Acquisition Corp.
- 375.HOLLYFAR - Marcas e Comunicação, Unipessoal, Lda., Portugal
- 376.Holmlia Apotek AS
- 377.HOLMSCROFT HC LIMITED, Scotland
- 378.HOLON, S.A., Portugal
- 379.Honeybee Bridge LLC
- 380.HTP Inc. (HTP LLC)

- 381.HTP LLC
- 382.Hubertus-Apotheke Mag.pharm. E.
Klettenhofer KG, HG Wien
- 383.HUSKY AQUISITION INC.
- 384.Hygeia Bottled Water, Inc.
- 385.HYWEL DAVIES (CAERPHILLY)
LIMITED, England
- 386.IHA Corp.
- 387.Imagine Health, Inc.
- 388.INDEPENDENT PHARMACY
CARE CENTRES (2008) LIMITED,
England
- 389.Indian River Radiation Oncology,
LLC
- 390.Infolab, LLC
- 391.Innovent Oncology, LLC
- 392.INSPIRON DISTRIBUTION
LIMITED, England
- 393.Integrated Cancer Care, LLC
- 394.Integrated Pathology Services
- 395.IntelliClaim, Inc.
- 396.Inten GmbH, Stuttgart
- 397.Intercal, Inc.
- 398.International Dairy Engineering Co.
of Asia, Inc.
- 399.InterQual Inc.
- 400.intraFUSION GP, LLC
- 401.Intrafusion Holding Corp.
- 402.intraFUSION Purchasing Network,
LLC
- 403.intraFUSION Research Network,
LLC
- 404.Inviva, McKesson Pharma Care
Network Corporation / La
Corporation Inviva, Reseau de soins
pharmacologiques McKesson
(SUCCESSOR)
- 405.Iowa Pharmaceutical Services, LLC
- 406.IPCC LIMITED, England
- 407.IPD Holdings, Inc.
- 408.IVXpress, Inc.
- 409.J S DENT LIMITED, England
- 410.J.G. Crowley Pharmacy Limited,
Dublin
- 411.JACS, Inc.
- 412.Jaron, Inc.
- 413.Jeffersonville Radiation
Technology, LLC
- 414.Jeløy Apotek AS
- 415.Jessheim Apotek AS
- 416.Jewett Drug Co.
- 417.Jewett Drug LLC
- 418.Johannes Apotheke Mag. pharm.
Deutsch KG, LG Graz
- 419.JOHN BELL & CROYDEN
LIMITED, England
- 420.JOHN HAMILTON
(PHARMACEUTICALS)
LIMITED, Scotland
- 421.Jupiter Acquisition Ltd.
- 422.Kairnbury, Dublin
- 423.Kathleen Properties Subdivision
Association, Inc.
- 424.Keling Limited
- 425.Keltman Pharmaceuticals, Inc.
(Linear Holdings, LLC)
- 426.Kemofarmacija, veletrgovina za
oskrbo zdravstva, d.d., Ljubljana
- 427.Keystone/Ozone Pure Water
Company
- 428.Kilshallow Limited, Dublin
- 429.KINGSWOOD CHEMISTS
LIMITED, England
- 430.KINGSWOOD GK LIMITED,
England
- 431.Kitco, Inc.
- 432.Knowledgeable Healthcare
Solutions, Inc.
- 433.Komodo Health, Inc.
- 434.Koneska Health, Inc.
- 435.Kreuz-Apotheke KG, HG Wien
- 436.KWS & P, Inc
- 437.KWS & P/SFA, Inc.
- 438.KYLE & CARRICK HOLDINGS
LIMITED, Scotland
- 439.Kyruus, Inc.
- 440.Laboratoria Flandria NV, Belgium
- 441.Laboratory Supply Company
- 442.Labsco Holdings, Inc. (McKesson
Medical-Surgical Inc.)
- 443.Leesburg Radiation Oncology, LLC

- 444.LEVELCROWN LIMITED,
England
- 445.Liberty Real Estate NJ LLC
- 446.Lightship, Inc.
- 447.Lind-Apotheke Mag. pharm.
Alexander Telesko KG, LG
Klagenfurt
- 448.Linear Holdings, Inc. (McKesson
Medical-Surgical Top Holdings Inc.)
- 449.Linear Holdings, LLC (Linear
Holdings, Inc.)
- 450.Linear Medical Solutions, LLC
- 451.LINFORD PHARMACIES
LIMITED, England
- 452.LISEAPOTEKENE AS
- 453.Lissone Farmacie S.p.A., CCIAA di
Monza e Brianza
- 454.Live Better with Limited
- 455.LIVINGSTON HEALTH CENTRE
(P.D) CO. LIMITED, Scotland
- 456.LKW, Inc.
- 457.LLOYDS CHEMISTS LIMITED,
England
- 458.LLOYDS CHEMISTS RETAIL
(NORTHERN) LIMITED, England
- 459.LLOYDS CHEMISTS RETAIL
LIMITED, England
- 460.LLOYDS GROUP PROPERTIES
LIMITED, England
- 461.Lloyds Pharmacy Clinical
Homecare Limited, England
- 462.LLOYDS PHARMACY LIMITED,
England
- 463.LLOYDS PROPERTIES LIMITED,
England
- 464.LLOYDS Property Management
Company Belgium S.A., Belgium
- 465.LLOYDS RETAIL CHEMISTS
LIMITED, England
- 466.Lloyds Retail S.r.l., Socio Unico,
Italy
- 467.LLOYDSFARMACIA ROMA 4
S.R.L., Italy
- 468.Lloydspharma Group S.A., Belgium
- 469.Lloydspharma S.A., Belgium
- 470.Lloydspharmacy Ireland Limited,
Dublin
- 471.Lory Apotheke Mag. pharm. Karin
Eichinger KG, HG Wien
- 472.LP Clinical Homecare Group
Limited, England
- 473.LPL ONE LIMITED, England
- 474.LVS Parent, LLC
- 475.M H GILL LIMITED, England
- 476.M PAYNE & CO LIMITED,
England
- 477.M2Gen Holdings LP
- 478.Macfor International Finance
Company
- 479.MACON Acquisition Corp.
- 480.Macro Helix LLC
- 481.Madison Acquisition Inc.
- 482.Marathon Acquisition Subsidiary,
Inc.
- 483.Mariahilf-Apotheke Mag. pharm.
Christoph Rücklinger KG, LG St.
Pölten
- 484.Mariahilf-Apotheke Mag. pharm.
Helga Mann KG, Landesgericht
Graz
- 485.Marien-Apotheke Mag. pharm.
Thomas Job KG, LG Eisenstadt
- 486.Marien-Apotheke, Mag.pharm. Eva
Grabner KG, Landesgericht
Korneuburg
- 487.Maryland First Aid Co., Inc.
- 488.MASTA Limited, England
- 489.Masters Drug Company, Inc.
- 490.MATIS Immobilien OHG, Stuttgart
- 491.Matternet, Inc.
- 492.Maurice F. Dougan Limited, Dublin
- 493.May Roberts Ltd, Dublin
- 494.MCK Acquisition Corp.
- 495.McK International Financial
Holdings (Barbados) SRL
- 496.McKesson (Cayman Islands) Inc.
- 497.McKesson (Shanghai) Trading
Company Limited
- 498.McKesson + Strategic Solutions
ULC / Solutions Strategiques
McKesson + ULC

499.McKesson Automation Systems Inc.	527.McKesson France Retail, Bobigny B
500.McKesson Belgium Holdings SPRL, Belgium	528.McKesson Funding Company of Canada
501.McKesson Business Services Lithuania, UAB	529.McKesson Global Procurement & Sourcing Limited
502.McKesson Canada Corporation / La Corporation McKesson Canada (PREDECESSOR)	530.McKesson Global Sourcing Limited
503.McKesson Canada Corporation/La Corporation McKesson Canada (SUCCESSOR)	531.McKesson Global Sourcing Limited [Irish Branch]
504.McKesson Canada Finance IA ULC	532.McKesson Health Solutions Holdings LLC
505.McKesson Canada Finance IB ULC	533.McKesson Health Solutions LLC
506.McKesson Capital Funding Corp.	534.McKesson Health Solutions Puerto Rico Inc.
507.McKesson Capital Funding Corporation	535.McKesson Health Solutions Texas Inc.
508.McKesson Capital LLC	536.McKesson High Volume Solutions Inc.
509.McKesson Central Fill LLC (McKesson Distribution Holdings LLC)	537.McKesson Information Solutions Finance S.a.r.l.
510.McKesson Contract Research Organization LLC	538.McKesson Information Solutions Holdings II S.a.r.l.
511.McKesson Cork Business Solutions Unlimited Company	539.McKesson Information Solutions Holdings III S.a.r.l.
512.McKesson Corporate Properties, Inc.	540.McKesson Information Solutions Holdings IV S.a.r.l.
513.McKesson Corporation	541.McKesson Information Solutions Holdings V S.a.r.l.
514.McKesson Development Corp.	542.McKesson Information Solutions III LLC
515.McKesson Distribution Holdings LLC	543.McKesson Information Solutions Inc. (McKesson Information Solutions LLC)
516.McKesson Drug Company LLC	544.McKesson Information Solutions IV LLC
517.McKesson Europe AG	545.McKesson Information Solutions LLC
518.McKesson Europe Holdings GmbH & Co. KGaA	546.McKesson Information Solutions Topholdings S.a.r.l.
519.McKesson Europe Holdings Verwaltungs GmbH	547.McKesson Information Solutions UK Limited
520.McKesson Europe Services GmbH	548.McKesson International Bermuda IP2A Limited
521.McKesson Financial Holdings II Unlimited Company	549.McKesson International Bermuda IP2B Unlimited
522.McKesson Financial Holdings Unlimited Company	550.McKesson International Bermuda IP3A Limited
523.McKesson Financing Trust III	
524.McKesson Financing Trust IV	
525.McKesson Foundation Inc.	
526.McKesson FRANCE HOLDINGS, Bobigny	

551.McKesson International Bermuda IP3B Unlimited (McKesson International Bermuda IP3A Limited)	568.McKesson International Holdings VI S.a.r.l.
552.McKesson International Bermuda IP4A Limited	569.McKesson International Holdings VII S.a.r.l.
553.McKesson International Bermuda IP4B Unlimited (McKesson International Bermuda IP4A Limited)	570.McKesson International Investment Corp.
554.McKesson International Bermuda IP5A Limited	571.McKesson International Ireland I Limited
555.McKesson International Bermuda IP5B Unlimited (McKesson International Bermuda IP5A Limited)	572.McKesson International LLC
556.McKesson International Bermuda Opco1A Limited	573.McKesson International Malaysia Sdn Bhd
557.McKesson International Bermuda Opco1B Unlimited (McKesson International Bermuda Opco1A Limited)	574.McKesson International S.a.r.l.
558.McKesson International Bermuda Opco3A Limited	575.McKesson International Topholdings S.a.r.l.
559.McKesson International Bermuda Opco3B Unlimited (McKesson International Bermuda Opco3A Limited)	576.McKesson Ireland Limited
560.McKesson International Bermuda Opco4A Limited	577.McKesson Logistics Solutions
561.McKesson International Bermuda Opco4B Unlimited	578.McKesson Medical Imaging Company Ltd. (predecessor)
562.McKesson International Finance III Limited (McKesson US Finance Corporation)	579.McKesson Medical-Surgical FDT Inc.
563.McKesson International Finance S.a.r.l.	580.McKesson Medical-Surgical Government Solutions LLC
564.McKesson International Holdings III S.a.r.l.	581.McKesson Medical-Surgical Holdings Inc.
565.McKesson International Holdings IV S.a.r.l.	582.McKesson Medical-Surgical Inc.
566.McKesson International Holdings S.a.r.l.	583.McKesson Medical-Surgical Iowa Inc.
567.McKesson International Holdings Unlimited Company	584.McKesson Medical-Surgical Iowa Supply Inc.
	585.McKesson Medical-Surgical Maine Inc.
	586.McKesson Medical-Surgical Manufacturing Inc.
	587.McKesson Medical-Surgical MediMart Inc.
	588.McKesson Medical-Surgical MediNet Inc.
	589.McKesson Medical-Surgical Minnesota Inc. (McKesson Medical- Surgical Holdings Inc.)
	590.McKesson Medical-Surgical Minnesota Supply Inc.
	591.McKesson Medical-Surgical Supply Chain Services LLC
	592.McKesson Medical-Surgical Top Holdings Inc.

593.McKesson Medication Management Holdings Inc.	Pharmaceutical & Biotech Solutions, LLC)
594.McKesson Medication Management Virgin Islands Inc.	617.McKesson Specialty Health Technology Products LLC
595.McKesson Norway Holdings AS	618.McKesson Specialty Pharmacy, LP (RxC Acquisition Company)
596.McKesson Pharmacy Optimization LLC	619.McKesson Specialty Prescription Services (Atlantic) Corporation/Corporation McKesson Services de Prescription Spécialisée (Atlantique)
597.McKesson Pharmacy Systems Canada ULC	620.McKesson Specialty Prescription Services (B.C.) Corporation
598.McKesson Pharmacy Systems LLC	621.McKesson Specialty Prescription Services Corporation
599.McKesson Plasma and Biologics LLC	622.McKesson SPS (Manitoba) Corporation
600.McKesson Prescription Drug Plan LLC	623.McKesson Strategic Services Limited
601.McKesson Property Company, Inc.	624.McKesson Technologies Inc.
602.McKesson Purchasing Company LLC	625.McKesson Trading Company
603.McKesson Services Inc. (McKesson Services LLC)	626.McKesson Transportation Systems, Inc.
604.McKesson Services LLC	627.McKesson UK Finance I Limited
605.McKesson Sourcing Services Inc.	628.McKesson UK Finance IA Limited
606.McKesson Specialized Distribution Inc. / McKesson Distribution Specialisee Inc. (Successor)	629.McKesson UK Finance II Limited
607.McKesson Specialty Arizona Inc.	630.McKesson UK Finance V Limited
608.McKesson Specialty Care Distribution Corporation (McKesson Specialty Care Distribution LLC)	631.McKesson UK Holdings Limited
609.McKesson Specialty Care Distribution JV LLC	632.McKesson US Finance Corporation
610.McKesson Specialty Care Distribution LLC	633.McKesson US Holdings GP
611.McKesson Specialty Corporation	634.McKesson Ventures LLC
612.McKesson Specialty Distribution LLC	635.McKesson Ventures Unlimited Company
613.McKesson Specialty Health Innovative Practice Services, LLC	636.McQueary Bros. Drug Company
614.McKesson Specialty Health Management Services LLC	637.McQueary Bros. Drug Company, LLC
615.McKesson Specialty Health Pharmaceutical & Biotech Solutions, LLC	638.McSweeney Dispensers 10 Limited, Ireland
616.McKesson Specialty Health Pharmaceutical & Biotech Solutions, LP (McKesson Specialty Health	639.McSweeney Dispensers 23 Limited, Ireland
	640.MDD pharma N.V., Belgium
	641.MED3000 Health Solutions Southeast
	642.MED3000 RPG
	643.Medaid Supply, Inc.

- 644. Medcon Telemedicine Technology, Inc.
- 645. Median Healthcare Services Unlimited Company, Ireland
- 646. Medical & Vaccine Products, Inc.
- 647. Medical Advisory Services for Travellers Abroad Limited, England
- 648. Medical Specialties Distributors Holdings, Inc. (MSD Parent Corporation)
- 649. Medical Specialties Distributors, LLC
- 650. Medical Specialties Holdings Corp. (Medical Specialties Holdings II Corp.)
- 651. Medical Specialties Holdings II Corp.
- 652. Medicentres Canada Inc. (SUCCESSOR)
- 653. Medicine Shoppe Atlantic Corporation
- 654. Medicine Shoppe Canada Corporation
- 655. Medicine Shoppe Canada Real Estate Corporation
- 656. MEDIMART LIMITED, England
- 657. MediVation, Inc.
- 658. MedVantx, Inc.
- 659. MedVentive Inc.
- 660. MeMed CZ s.r.o., Praha
- 661. Memorial Hermann Hospital System
- 662. Menges Medizintechnik Schweiz AG, Sankt Gallen
- 663. Merlin Subsidiary Inc.
- 664. Merrick Healthcare Limited
- 665. Metabolic Healthcare Holdings Limited, England
- 666. Metabolic Healthcare Limited, England
- 667. Methodist Hospital of Dallas
- 668. Metropolitan Integrated Cancer Center, L.L.C.
- 669. MH/USON Radiation Management Company, LLC
- 670. MHD-USO General, LLC
- 671. MHD-USO Management Company, LP
- 672. MHS Connecticut LLC
- 673. Michigan Pharmaceutical Services, LLC
- 674. Mid-Atlantic Radiation Oncology LLC
- 675. Millennium Merger Corporation
- 676. Mohawk Liqueur Corporation
- 677. Mohren-Apotheke Mag. Christian Müller KG, LG Graz
- 678. Monarch Insurance Company LLC
- 679. Moore Medical LLC (McKesson Medical-Surgical Government Solutions LLC)
- 680. Mosaic Acquisition Corporation
- 681. Mother Frances Hospital Regional Health Care Center
- 682. MOUNT PHARMACY LIMITED, England
- 683. MSA Products LLC
- 684. MSD Acquisition Corp. (Medical Specialties Holdings Corp.)
- 685. MSD Parent Corporation (MSD Acquisition Corp.)
- 686. Multum Information Services, Inc.
- 687. MUNRO PHARMACY LIMITED, Scotland
- 688. MWPC Acquisition Corp.
- 689. MWPC Acquisition Corp. (PA)
- 690. My MHealth Limited, England & Wales
- 691. myhca, inc.
- 692. NARO, LLC
- 693. National Oncology Alliance, Inc.
- 694. Natureline, Dublin
- 695. NDC of Canada, Inc.
- 696. NDCHealth Corporation
- 697. NDCHealth Pharmacy Systems and Services, Inc.
- 698. Nebraska Pharmaceutical Services, LLC
- 699. Negatron, Inc.
- 700. Nensi d.o.o., Ljubljana
- 701. NERO GP, LLC

702.New Experimental Therapeutics of San Antonio, LLC	728.OCP, Bobigny
703.NEW KIRK PHARMACY LIMITED, Scotland	729.OncoHealth Group Holdings, L.P.
704.New Mexico Pharmaceutical Services, LLC	730.OncoHealth Intermediate, Inc.
705.NewHealthCo, LLC	731.OncoHealth Parent, Inc.
706.NexCura, LLC (McKesson Specialty Health Technology Products LLC)	732.Oncology Analytics, Inc.
707.Next Virginia, LLC	733.Oncology Holdings II, Inc.
708.Nibelungen-Apotheke Mag. pharm. Michaela Wachter KG, LG St. Pölten	734.Oncology Holdings, Inc.
709.Norsk Medisinaldepot AS	735.Oncology Rehab Partners, LLC
710.North Carolina Pharmaceutical Services, LLC	736.Oncology Therapeutics Network Corporation
711.North Texas Health Facilities Management, Inc.	737.Oncology Today, LP
712.Northeast Pennsylvania Radiation Oncology, LP	738.OnMark, Inc.
713.Northern Arizona Oncology Centers, LLC	739.Ontada LLC
714.Northern Boulevard Radiation Oncology Management, LLC	740.Optimed Health Limited, England & Wales
715.Northern San Fernando Valley Radiation Oncology, LLC	741.Orca Acquisition Corp.
716.Northstar Healthcare Holdings Limited	742.Ørebekk Apotek AS
717.Northstar Healthcare Holdings Unlimited Company	743.Oswald-Apotheke Mag. pharm. Ilse Pedevilla KG, LG Feldkirch
718.Northstar Healthcare Limited	744.OTN Generics, Inc.
719.Northstar Healthcare Unlimited Company	745.OTN Participant, Inc.
720.Northstar International Holdings Limited	746.Outpatient Infusion Systems, Inc
721.Northstar Rx LLC	747.Øygarden Apotek AS
722.Norvern Enterprises, Inc.	748.P C Cahill & Company Limited, Dublin
723.NR Direct, Inc. (McKesson Patient Care Solutions Inc.)	749.P.L.C.E., Inc.
724.O`Leary Pharmacy (Lucan) Limited, Dublin	750.Packable Holdings, LLC
725.OCP FORMATION, Bobigny	751.Packet Merger Sub Inc.
726.OCP PORTUGAL, PRODUTOS FARMACÊUTICOS, S.A., Maia	752.PALEMODA LIMITED, England
727.OCP REPARTITION, Bobigny B	753.Palm Merger Sub, Inc.
	754.Panther Acquisition Corporation
	755.Panther-Apotheke Mag. pharm. Margarete Breyha KG., LG St. Pölten
	756.Paracelsus-Apotheke Mag. pharm. Dr. Birgit Müller KG, Austria
	757.Pathology Service Associates, LLC
	758.Pathway Purchasing Network, LLC
	759.Patient Account Management Services, Inc.
	760.PAUL WHEELER LIMITED, England
	761.PCB SA, Belgium
	762.PEEL STREET PHARMACY LIMITED, England
	763.peerVue, Inc. (DE)

764.peerVue, Inc. (NH)	793.Physician Sales & Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
765.Pemberton Marketing International Limited	794.Pindsle Apotek AS
766.Penn-Chem Corporation	795.PMLX Limited
767.PERILLA Grundstücks- Verwaltungsgesellschaft mbH & Co. KG, AG München	796.POC Management Group, LLC (Dispensing Solutions, Inc.)
768.Per-Se Transaction Services, Inc.	797.Podiatry Online, Inc.
769.PF2 McKesson Technologies Inc.	798.Portico Systems of Delaware, Inc.
770.PF2 SpinCo Inc.	799.POS I Corp. (Dublin 2016 Acquisition, LLC)
771.Pharma Belgium Belmedis SA, Belgium	800.Pratt Radiation Oncology Associates, Inc.
772.PHARMA PARTNERS, Belgium	801.Presbyterian Cancer Center-Dallas, LLC
773.Pharma Services (NI) Limited, Northern Ireland	802.Presbyterian Hospital of Dallas
774.Pharmaceutical Distributors Federation Ireland Company Limited By Guarantee	803.Prescribing Support Services Limited, England & Wales
775.Pharmaceutical Support Services, Inc.	804.Prima Brands Limited, Northern Ireland
776.Pharmacie Ananga-Talom, Belgium	805.PRIMELIGHT LIMITED, England
777.Pharmacie de la Bascule, Belgium	806.Prismedica S.A.S.
778.PHARMACTIV DISTRIBUTION, Bobigny B	807.PRN Physician Reliance, LLC
779.Pharmacy O`Riada Holdings Limited, Dublin	808.Pro-AvO GmbH, Deutschland
780.PHARMAGEN LIMITED, England	809.Proclaim, Inc. (McKesson Medical- Surgical MediMart Inc.)
781.PHILIP GOODMAN LIMITED, England	810.PRODILAB, France
782.PHR ANTILLES, FORT DE FRANCE	811.Providence Radiation Oncology Partners LLC
783.PhyServ Solutions, Inc.	812.PSS China Sourcing Limited
784.Physician Micro Systems, Inc.	813.PSS Global Holdings
785.Physician Oncology Services Management Company, LLC	814.PSS Global Sourcing China Business Trust
786.Physician Reliance Holdings, LLC	815.PSS Global Sourcing Hong Kong Limited
787.Physician Reliance Maryland, LP	816.PSS Global Sourcing Limited [Hong Kong]
788.Physician Reliance Network, Inc. (Physician Reliance Network, LLC)	817.PSS HK 1 Limited
789.Physician Reliance Network, LLC	818.PSS Holding, Inc. (McKesson Medical-Surgical Inc.)
790.Physician Reliance, L.P.	819.PSS Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
791.Physician Reliance, LLC	820.PSS Southeast Asia Limited
792.Physician Sales & Service Limited Partnership	821.PSS World Medical, Inc.
	822.PST Products, LLC

823.PST Services, Inc. (PST Products, LLC)	853.Rexall Pharmacies Ltd.
824.Purchasing Alliance for Clinical Therapeutics, LLC	854.Rexall Pharmacy Group Ltd.
825.R F FOSKETT & SON LIMITED, England	855.Rexall Pharmacy Group ULC
826.R GORDON DRUMMOND LIMITED, England	856.Rexall/Pharma Plus Pharmacies (BC) Ltd.
827.R/X Automation Solutions, LLC	857.Rexall/Pharma Plus Pharmacies (Sask) Ltd.
828.Raabtal-Apotheke Mag.pharm. Karin Drawetz KG, Landesgericht Graz	858.Rexall/Pharma Plus Pharmacies Ltd.
829.Radiation Oncology Associates, Inc.	859.Riel, Inc.
830.Radiation Oncology Services of America, Inc.	860.Riverside Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
831.Radiotherapy Clinic Holdings, LLC	861.R-jet, Incorporated
832.Radiotherapy Clinics of Kentuckiana, LLC	862.RMCC Cancer Center, Inc. (RMCC Cancer Center, LLC)
833.Radiotherapy Clinics of Kentuckiana-2, LLC	863.RMCC Cancer Center, LLC
834.Radius Data Solutions, LLC	864.Rock Health Seed Fund II, LLC
835.Radius Reimbursement Services, LLC	865.ROSA of Eastern Shore, LLC
836.Radunnco, Inc.	866.ROSA of Georgia, LLC
837.Rancare, Inc.	867.ROSA of South Alabama, LLC
838.Randolph Home Care Inc.	868.ROSA of Southern New Jersey, LLC
839.Randolph Medical Inc.	869.Roth Medical Services, Inc.
840.RCOG Cancer Centers, LLC	870.RPRS, LLC
841.Rebel Distributors Corp. (McKesson Medical-Surgical Top Holdings Inc.)	871.RX Information Technology LLC
842.recucare GmbH, Stuttgart	872.RxC Acquisition Company
843.recusana GmbH, Stuttgart	873.RxCrossroads 3PL LLC
844.Regenbogenapotheke "Am Leberberg" Mag. pharm. Andreas Portisch KG, HG Wien	874.RxVantage, Inc.
845.Reimagine Care, Inc.	875.Ryle and De Lacy Pharmacies Limited, Ireland
846.RelayHealth Corporation (McKesson Information Solutions LLC)	876.S.K.U., Inc.
847.Renoir Acquisition Corporation	877.Salus-Apotheke Mag. pharm. Simone Gaigg KG, Salzburg
848.Renoir Acquisition Corporation (DE)	878.Salvator - Apotheke Mag. pharm. Gertrude Pölzl KG, LG Leoben
849.RESEAU SANTE, BREST	879.San Bruno Mountain Ltd., A California Limited Partnership
850.RetraceHealth, Inc.	880.Sandviken Apotek AS
851.Rexall Pharmacies (BC) ULC	881.Sangers (Northern Ireland) Limited, Northern Ireland
852.Rexall Pharmacies (SASK) ULC	882.SANOVA Pharma GesmbH, HG Wien
	883.SAVORY & MOORE (JERSEY) LIMITED, Jersey
	884.SAVORY & MOORE LIMITED, Scotland

885.SCHOLES (CHEMISTS) LIMITED, England	915.Soldier Acquisition Corporation
886.Schutzengelapotheke Neufeld Mag. Schweifer KG, LG Eisenstadt	916.Søm Apotek AS
887.Scrip Pak, LLC (Linear Holdings, LLC)	917.SOPI The Lough Limited, Ireland
888.Script2U Holdings LLC	918.SOPI Youghal Limited, Ireland
889.Script2U LLC	919.SourceTenn LLC
890.ScriptHero LLC	920.South Alabama Cancer Centers, LLC
891.ScriptHero Pharmacy Holdings LLC	921.South Bay Radiation Oncology, LLC
892.ScriptHero Pharmacy LLC	922.South Pacific Medical Inc.
893.Select RX, LLC (Linear Holdings, LLC)	923.South Suburban Radiation Oncology, LLC
894.SelectPlus Oncology, LLC	924.Southeast Merger Corp.
895.Senior Housing NewCo, LLC	925.Southeast Texas Cancer Centers, L.P.
896.Sens Arbeidsinkluderig AS	926.Southern California Head & Neck Medical Group
897.Sens Eiendom AS	927.Southern California Radiation Oncology, LLC
898.Sens Grupper AS	928.Spider Acquisition Corporation
899.Sens Utvikling AS	929.Spirit Acquisition Corporation
900.SERVICE DE LA REPARTITION PHARMACEUTIQUE, Paris	930.Spring Valley Industries, LLC
901.SF Valley Derm Equipment I, LLC	931.St. Louis Pharmaceutical Services, LLC
902.Sherman Oaks Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)	932.St. Lucas-Apotheke Mag.pharm. Ilona Elisabeth Leitner KG, HG Wien
903.Sherman Oaks Radiation Technology, LLC (Vantage Oncology Treatment Centers, LLC)	933.St. Markus Apotheke Dr. Elke Kramberger-Kaplan KG, LG Linz
904.Shoup Properties, Inc.	934.St. Richard Apotheke Mag.pharm. Ursula Kohl KG, Landesgericht Korneuburg
905.SHS V Medtech Investments GmbH & Co. KG	935.Stadion-Apotheke Mag. pharm. Ulrike Grosser-Schmidt KG, LG St. Pölten
906Simply Medical LLC	936.Stadt-Apotheke "Zur heiligen Barbara" Mag. pharm. Igor Mauritsch KG, Austria
907.Sisters of Charity of the Incarnate Word	937.Stadtapotheke Fürstenfeld Mag. pharm. Waltraud Maier KG, Landesgericht Graz
908.SIVEM Pharmaceuticals ULC/SIVEM Produits Pharmaceutiques ULC	938.Stat RX USA, LLC (Linear Holdings, LLC)
909.Six R Investments, Inc.	939.STATIM FINANCE LIMITED, England
910.SMP Enterprises-Illinois, Inc.	
911.SOCIETE COOPERATIVE OUEST PARTAGE, BREST	
912.SOCIETE D'ETUDES ET DE REALISATIONS INFORMATIQUES, Monaco	
913.Sofarmex BVBA, Belgium	
914.Sofiadis SCRL, Belgium	

- 940.STEPHEN SMITH LIMITED,
Guernsey
- 941.Sterling Medical Services, LLC
(McKesson Patient Care Solutions
Inc.)
- 942.STQ LLC
- 943.Strategic Health Alliance II, Inc.
- 944.Strategic Health Alliance
Management Corp.
- 945.Strategic Sourcing Services LLC
- 946.Streator Radiation Oncology, LLC
- 947.Stubaital-Apotheke Mag.pharm.
Christian Kernstock KG, LG
Innsbruck
- 948.Summa Script LLC
- 949.Sund Apotek AS
- 950.SUPERFIELD LIMITED, England
- 951.Supplylogix LLC
- 952.T AND I WHITE LIMITED,
England
- 953.T. Sheridan Sales & Marketing,
Dublin
- 954.Tabor Apotheke Mag. pharm.
Wolfram Schaden KG, LG Steyr
- 955.Tact.ai Technologies, Inc.
- 956.Targa Parent Holdings, LLC
- 957.TBC Products, Inc.
- 958.Temperature Controlled
Pharmaceuticals Limited
- 959.Test Corporation changed 2 GM 3
AG
- 960.Test Entity - Corporation
- 961.Test Entity - Corporation (Glenette)
- 962.Test Entity - LLC (Anne)
- 963.Test Entity - LLC (Glenette)
- 964.Test Entity - LLC (Karen)
- 965.Test Entity - LLC (Melissa)
- 966.Test Entity - LP
- 967.Test Entity - Manager LLC
- 968.Test Entity - Member LLC
- 969.Test Entity - Parent Corporation
- 970.Texas Oncology, P.A.
- 971.Texas Pharmaceutical Services,
LLC
- 972.Texas Proton Therapy Center, LLC
- 973.The Oregon Cancer Centers, Ltd.
- 974.Theratech, Inc. (McKesson Medical-
Surgical Top Holdings Inc.)
- 975.Thriftymed, Inc. (McKesson
Medical-Surgical Top Holdings Inc.)
- 976.THURNBY ROSE LIMITED,
England
- 977.Titus Home Health Care LLC
- 978.Tjellesen Max Jenne A/S, Rodovre
- 979.Todin A/S, Denmark
- 980.TOPS Pharmacy Services, Inc.
- 981.Tower Radiation Technology, LLC
- 982.Tracer Enterprises LLC
- 983.Tri-State Radiation Oncology
Centers, LLC
- 984.Truveris, Inc.
- 985.Tuna Acquisition Corp.
- 986.Tyler Radiation Equipment Leasing,
LLC
- 987.Unicare Dispensers 16 Limited,
Ireland
- 988.Unicare Dispensers 27 Limited,
Ireland
- 989.Unicare Dispensers 5 Limited,
Ireland
- 990.Unicare Pharmacy Group Limited,
Dublin
- 991.United Drug (Wholesale) Limited
- 992.United Drug Distributors Ireland
Limited
- 993.Unity Oncology, LLC
- 994.Urbani-Apotheke Mag. pharm.
Bernhard Prattes KG, LG Graz
- 995.Urological Surgeons of Northern
California
- 996.Urology of Indiana, LLC
- 997.Urology Specialists Radiation
Assets Holdings Company, LLC
- 998.US Oncology Corporate, Inc.
- 999.US Oncology Holdings, Inc.
- 1000.US Oncology Lab Services, LLC
- 1001.US Oncology Pharmaceutical
Services, LLC
- 1002.US Oncology Pharmacy GPO, L.P.
- 1003.US Oncology Reimbursement
Solutions, LLC

- 1004.US Oncology Research, Inc. (US Oncology Research, LLC)
- 1005.US Oncology Research, LLC
- 1006.US Oncology Specialty, LP
- 1007.US Oncology, Inc.
- 1008.USCITA LIMITED, England
- 1009.USON Insurance Company
- 1010.USON Risk Retention Group, Inc.
- 1011.Utah Acquisition Corporation
- 1012.Valley Equipment Company
- 1013.Valley Health Enterprises, Inc
- 1014.Vantage Acquisition Company, LLC (Vantage Oncology, LLC)
- 1015.Vantage Acquisition Finance, LLC (Vantage Oncology, LLC)
- 1016.Vantage Cancer Care - Alabama, LLC (Vantage Cancer Care Networks, LLC)
- 1017.Vantage Cancer Care - Indiana, LLC (Vantage Cancer Care Networks, LLC)
- 1018.Vantage Cancer Care - New Mexico, LLC (Vantage Cancer Care Networks, LLC)
- 1019.Vantage Cancer Care Network of Alabama, LLC (Vantage Cancer Care Networks, LLC)
- 1020.Vantage Cancer Care Network of Indiana, LLC (Vantage Cancer Care Networks, LLC)
- 1021.Vantage Cancer Care Network of New Mexico, LLC (Vantage Cancer Care Networks, LLC)
- 1022.Vantage Cancer Care Networks, LLC
- 1023.Vantage Cancer Centers of Georgia, LLC
- 1024.Vantage Central Ohio Radiation Therapy, LLC
- 1025.Vantage Equipment Acquisition, LLC
- 1026.Vantage Exton Radiation Oncology, LLC
- 1027.Vantage Medical Management Services, LLC
- 1028.Vantage Mokena Radiation Oncology, LLC
- 1029.Vantage Oncology - Brooklyn, LLC
- 1030.Vantage Oncology Centers - Beverly Hills, LLC
- 1031.Vantage Oncology Finance Co. (Vantage Oncology, LLC)
- 1032.Vantage Oncology Holdings, LLC
- 1033.Vantage Oncology LLC PAC Corporation
- 1034.Vantage Oncology Physics, LLC
- 1035.Vantage Oncology Treatment Centers - Brevard, LLC
- 1036.Vantage Oncology Treatment Centers - Brockton, LLC
- 1037.Vantage Oncology Treatment Centers - Central Florida, LLC (Vantage Oncology Treatment Centers, LLC)
- 1038.Vantage Oncology Treatment Centers - Northern Arizona, LLC
- 1039.Vantage Oncology Treatment Centers - Ohio, LLC (Vantage Oncology Treatment Centers, LLC)
- 1040.Vantage Oncology Treatment Centers - San Antonio, LLC (Vantage Oncology Treatment Centers, LLC)
- 1041.Vantage Oncology Treatment Centers - Tri-State, LLC
- 1042.Vantage Oncology Treatment Centers, LLC
- 1043.Vantage Oncology, LLC
- 1044.Vantage Operational Support Services, LLC
- 1045.Vantage Radiation Oncology Associates, LLC
- 1046.Vantage San Antonio Radiation Oncology, LLC (Vantage Oncology Treatment Centers - San Antonio, LLC)
- 1047.Vantage South Suburban Radiation Oncology, LLC
- 1048.VC Services, Inc.
- 1049.VEC GP, LLC

1050.VerbalCare, LLC	1075.WESTCLOSE LIMITED, England
1051.Verdal Apotek AS	1076.Western Tumor Medical Group, Incorporated
1052.Very Important Products, Inc.	1077.Western Tumor Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
1053.Vineti, Inc.	1078.Westside LA Derm Equipment I, LLC
1054.Vipal Soni, M.D. Inc.	1079.WFCC Radiation Management Company, LLC
1055.Visitacion Associates	1080.Wickham Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
1056.Vitapharm, proizvodnja in trgovina farmacevtskih izdelkov d.o.o., Murska Sobota	1081.Wiley Industries, LLC
1057.Vitusapotek Jessheim Storsenter AS	1082.Wilkes Barre Radiation Technology, LLC (Vantage Oncology Treatment Centers, LLC)
1058.Vitusapotek Risør AS	1083.Wilkes-Barre Hospital Company, LLC
1059.Vitus-Apoteket Torvbyen Fredrikstad AS	1084.Wilkes-Barre Radiation Oncology, LLC
1060.VOTC-Queens, LLC	1085.Windmill Realty, LLC
1061.Vulcan Acquisition Subsidiary, Inc.	1086.WOODSIDE PHARMACY (GLASGOW) LIMITED, Scotland
1062.W H CHANTER LIMITED, England	1087.World Medical Government Solutions, LLC
1063.W H GREEN (CHEMISTS) LIMITED, England	1088.WorldMed Shared Services, Inc.
1064.W JAMIESON (CHEMISTS) LIMITED, England	1089.WZ-WundZentren GmbH, AG Düsseldorf
1065.W.H.C.P. (DUNDEE) LIMITED, Scotland	1090.Xealth, Inc.
1066.Walsh Distribution, L.L.C.	1091.Ybbstal-Apotheke Mag.pharm. Adelheid Tazreiter KG, LG St. Pölsen
1067.Walsh Healthcare Solutions LLC	1092.Zeepto, Inc
1068.Walsh Healthcare Solutions, Inc.	
1069.Walsh Heartland, L.L.C.	
1070.Walsh Southwest L.L.C.	
1071.Warrior Parent, LLC	
1072.Well.ca ULC	
1073.West Florida Radiation Therapy, LLC	
1074.West Wholesale Drug Co.	

Exhibit J
Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (S.D. Ohio):

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

Exhibit K
Illustrative Prepayment Example

Example

Gross Settlement Prepayment: \$45,000,000.00

Settlement Prepayment Reduction Schedule: Reduce Settlement Payment in Year 10 by \$15,000,000.00, reduce Settlement Payment in Year 11 by \$15,000,000.00, and reduce Settlement Payment in Year 12 by \$15,000,000.00.

Net Settlement Prepayment Amount (assumes discount rate of 6.5%): \$32,888,070.69
(\$10,280,011.78 for Year 10 in Year 4, \$10,948,212.55 for Year 11 in Year 6, and \$11,659,846.36 for Year 12 in Year 8).

Payment Year	Distributor Abatement Payment Schedule	Settlement Prepayment Reduction (-)	Net Prepayment Amount (+)	Prepayment Applied To	Revised Payment Schedule
1	\$50,000,000.00				\$50,000,000.00
2	\$50,000,000.00				\$50,000,000.00
3	\$40,000,000.00				\$40,000,000.00
4	\$40,000,000.00		\$10,280,011.78	Year 10	\$50,280,011.78
5	\$40,000,000.00				\$40,000,000.00
6	\$40,000,000.00		\$10,948,212.55	Year 11	\$50,948,212.55
7	\$40,000,000.00				\$40,000,000.00
8	\$40,000,000.00		\$11,659,846.36	Year 12	\$51,659,846.36
9	\$15,000,000.00				\$15,000,000.00
10	\$15,000,000.00	\$15,000,000.00			\$0.00
11	\$15,000,000.00	\$15,000,000.00			\$0.00
12	\$15,000,000.00	\$15,000,000.00			\$0.00
Total	\$400,000,000.00	\$45,000,000.00	\$32,888,070.69		\$387,888,070.69

Exhibit G
Subdivision Settlement Participation Form

Governmental Entity:	
County of Governmental Entity (If Applicable):	
Authorized Official Name:	
Authorized Official Title:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (the “*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Distributors West Virginia Subdivisions Settlement Agreement dated July 31, 2022 (the “*Distributors Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Distributors Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within fourteen (14) days of notice by Settling Distributors to Paul T. Farrell, Jr. and Robert P. Fitzsimmons that one of the conditions in Section III.C.1-2 has been satisfied, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributors Settlement.
4. By agreeing to the terms of the Distributors Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments.
5. The Governmental Entity agrees to use any monies it receives through the Distributors Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the West Virginia Mass Litigation Panel for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Settlement.

7. The Governmental Entity has the right to enforce the Distributors Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Settlement, including, but not limited to, all provisions of Section V thereof, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Settlement.
10. In connection with the releases provided for in the Distributors Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Distributors Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributors Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation Form is

worded differently from Exhibit G to the Distributors Settlement or interpreted differently from the Distributors Settlement in any respect, the Distributors Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Resolution No. 719-22

Introduced in Council:

September 6, 2022

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Resolution No. 719-22 - Authorizing the Mayor or City Manager to enter into a contract with Lycoming Supply, Inc., in the amount of \$127,520.00 for the City Engineering Department's 2022 Storm Sewer Replacement Project, where the contract price was determined through a competitive bidding process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Lycoming Supply, Inc., in the amount of \$127,520.00 for the City Engineering Department's 2022 Storm Sewer Replacement Project, where the contract price was determined through a competitive bidding process.

2022 Concrete Sidewalk accessible Ramp Project Summer 2022
Bid Opening Date 4/26/22

			McClanahan Construction 744 Poca Road Poca WV 25159 304-766-3355		FAMCO PO Box 1577 Huntington, WV 25716 304-529-3328		Jim Construction PO Box 3926 Charleston WV 25339 304-343-7448		Lycoming Supply Inc. 801 Beeber Street Williamsport PA 17701 570-322-6054	
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Item 3.01 Mobilization (5% Max.)	LS	1	\$11,420.00	\$11,420.00	\$6,900.00	\$6,900.00	\$7,500.00	\$7,500.00	\$5,300.00	\$5,300.00
Item 3.02 Site Preparation (5% Max.)	LS	1	\$11,600.00	\$11,600.00	\$6,900.00	\$6,900.00	\$7,500.00	\$7,500.00	\$5,300.00	\$5,300.00
Item 3.03 12-Inch Corrugated High Density Polyethylene Pipe	LF	120	\$585.00	\$70,200.00	\$214.00	\$25,680.00	\$425.00	\$51,000.00	\$120.00	\$14,400.00
Item 3.04 18-Inch Corrugated High Density Polyethylene Pipe	LF	240	\$387.00	\$92,880.00	\$225.00	\$54,000.00	\$212.50	\$51,000.00	\$248.00	\$59,520.00
Item 3.05 -Type-B Drian Inlet	LF	3	\$4,500.00	\$13,500.00	\$3,500.00	\$10,500.00	\$3,250.00	\$9,750.00	\$4,000.00	\$12,000.00
Item 3.06- Plug Abandoned Pipe	CY	50	\$408.00	\$20,400.00	\$300.00	\$15,000.00	\$500.00	\$25,000.00	\$220.00	\$11,000.00
3.07 Allowance		1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Base Bid Total			\$240,000.00		\$138,980.00		\$171,750.00		\$127,520.00	
Local Vendor Preference (4% or \$5,000)			(\$5,000) \$235,000.00		(\$5,000) \$133,980.00		(\$5,000) \$166,750.00		Does Not Qualify	