

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
BREAST PUMPS (WSCA/WIC)
Administered by the State of Washington (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
EVENFLO COMPANY, INC.
Washington Contract Number: 01910
(hereinafter "Contractor")
And
THE STATE OF OKLAHOMA
(hereinafter "Participating Entity")

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1. Scope: This addendum covers the WSCA Breast Pumps Contract lead by the State of Washington, for members of WSCA or NASPO, for use by Participating Entity's programs, including Women, Infants & Children Programs office.
2. Participation: Use of specific WSCA or NASPO cooperative contracts by other agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Participating Entity Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the state in which the Participating Entity is located.)

STATE OF OKLAHOMA MANAGEMENT FEE AND QUARTERLY SALES REPORTING.

Pursuant to Oklahoma State Statute Title 74, Chapter 4, Section 85.33B The State Purchasing Director may enter into or award contracts that provide a contract management fee, levy or rebate to the Department of Central Services. The State Purchasing Director shall ensure that a contract that provides a management fee, levy or rebate provides value to acquiring agencies exceeding open market acquisition costs. Pursuant to this statute, the State Purchasing Director hereby imposes a management fee on this Statewide Contract, as defined below:

MANAGEMENT FEE	
Management Fee Percentage:	One Percent (1%)

By executing this Statute, the parties agree that the management fee identified in the table above has been included in new contract pricing, which new contract pricing has been approved by The State Purchasing Director and will become effective upon the Effective date of the agreement. The Management fee (hereinafter, "the Fee") will be collected by Contractor on all sales pursuant to this Statewide Contract placed on or after the "Effective Date" defined above. The Fee shall be remitted by Contractor to The State Purchasing Director as further described below.

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Quarterly Payment and Sales Reporting Requirements. The parties agree that the collected Fees and the corresponding Quarterly Sales Report, which identifies the total sales pursuant to this Statewide Contract for the corresponding fiscal quarter, shall be submitted by Contractor to the Central Purchasing Director. The total sales reported in the Quarterly Sales Report should be limited to sales in which the Contractor has received payment from any state authorized customer. The Fees and the Quarterly Sales Report must be received by the State Purchasing Director on or before the Contractor's Payment Due Date as defined in the table below

Fiscal Quarters	Months	Contractor's Payment Due Date
Quarter 1	July 1 st – September 30 th	<u>October 31st</u>
Quarter 2	October 1 st – December 31 st	<u>January 31st</u>
Quarter 3	January 1 st – March 31 st	<u>April 30th</u>
Quarter 4	April 1 st – June 30 th	<u>July 31st</u>
-----	-----	<u>30 calendar days following the termination of this Statewide Contract for any reason</u>

The Quarterly Sales Report must be in Excel spreadsheet format and must contain the following fields: Agency Name, Agency Location, Group#, Acct#, MD#, NDC#, Mfg Description, Item Quantity, Extended Quantity, Unit Price, Extended Price, Quarterly Total Dollars, Total Mgt Fee Off Contract Price.

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report. In the event no sales have occurred, the Contractor must complete and submit the

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Quarterly Sales Report, indicating no sales have occurred. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, Contractor shall remit a check payable to the Oklahoma Department of Central Services, Central Purchasing Division for the Fees, which check shall include the note "Management Fee" and the contract number. Contractor shall remit the check together with the Quarterly Sales Report to:

(U.S. POSTAL SERVICE)

Oklahoma Department of Central Services,
Central Purchasing Division
P.O. Box 528803
Oklahoma City, OK 73152

(COMMON CARRIER)

Oklahoma Department of Central Services,
Central Purchasing Division
2401 N. Lincoln, Ste 116
Oklahoma City, OK 73105

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed the Oklahoma Department of Central Services, Central Purchasing Division shall be paid within thirty (30) calendar days of termination of this Statewide Contract for any reason.

Modifying or Canceling the Fee. The State Purchasing Director reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the Statewide Contract pricing to reflect any modification or cancellation of the Fee by The State Purchasing Director. In addition, The State Purchasing Director reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

Late Payment Fee. In the event The State Purchasing Director does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, The State Purchasing Director may require the Contractor to pay the interest on the overdue Fees at a rate of : 0.36 percent per annum, computed on a 360 day calendar, or \$0.0010 per \$100 per day, which will be in effect upon start of agreement. This interest rate is provided by the State Treasurer based on the average interest rate for 30 day time deposits of State funds during the last calendar quarter of the last preceding fiscal year. (Titles 62, § 41.4a & 4b and 74, § 840.14. and OSF Prompt Payment Rules/Regulations).

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For the purposes of this provision, payment of the Fees shall be considered received by The State Purchasing Director on (1) the date of State Purchasing Director receipt of the EFT confirmation or (2) the date State Purchasing Director receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting the State Purchasing Director in writing of the Contractor's discovery of overpayment of fees. The State Purchasing Director will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

4. [Purposely left blank.]

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State Contract Administrator

Name: Melissa Cox, Contracts Specialist
Address: Department of General Administration, Office of State Procurement
210 11th Ave SW Rm 201
Olympia, WA 98504-1101
Voice: (360) 902.7439
Fax: (360) 586.2426
E-mail: mcox@ga.wa.gov

Contractor

Name: Susan Vogtsberger
Address: Evenflo Company, Inc.
Ameda Breastfeeding Products
475 Half Day Road, Suite 200,
Lincolnshire, IL 60069
Voice: (847) 964-2628
Fax: 847-793-0169
E-mail: Susan.Vogtsberger@ameda.com

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Participating Entity

Name: THE STATE OF OKLAHOMA
Address: 2401 N. Lincoln Ste 116, Oklahoma City, OK 73105
Telephone: 405-522-3428
Fax: 405-521-4475
E-mail: florian_giza@dcs.state.ok.us

6. [Purposely left blank.]

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract #01910" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, monthly payment (if appropriate), itemized list of items being purchased, & rates of the service being used

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: 01910.

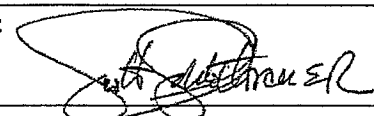
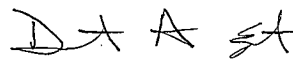
This Participating Addendum and the Master Price Agreement number 01910 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

Purposely left blank.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution
 by both parties below.

Participating Entity: THE STATE OF OKLAHOMA	Contractor: EVENFLO, Inc.
By: 	By: 
Name: Scott Schlotthauer	Name: DUSTIN EPSTEIN
Title: Purchasing Director	Title: VICE PRESIDENT
Date: 01-10-2011	Date: 1/19/11

[Additional signatures as required by Participating Entity]