



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

Purchase Order No. Rev. Date
62290 1/ 9/2009

Supplier No.	Solicitation No.	Delivery Date	FOB Point	Invoice Terms
811115	56995	As Specified	Destination	N45

NUANCE DICTAPHONE COMMUNICATIONS, INC. 1 WAYSIDE ROAD BURLINGTON, MA 01803 Attn: JEFF RUSSELL Phone: 888-471-3463	S ATASCADERO STATE HOSPITAL h T 10333 EL CAMINO REAL i o ATASCADERO, CA 93422-5808 p Attn: RECEIVING DOCK	C ATASCADERO STATE HOSPITAL h T PO BOX 7002 r o ATASCADERO CA 93423 g e ATTN: ACCOUNTS PAYABLE	
	Agency Billing 49050	Agency Purchase Estimate 81518006	Purchase Estimate 67305 Revision 1
	Agency Contact LA DONNA JOHNSON	Phone 805-468-2591	Date Received

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
PAYMENT SCHEDULE - PAYMENTS QUARTERLY IN ARREARS 1. \$24,041.73 2. \$24,041.73 3. \$24,041.73 4. \$24,041.73 <u>TERMS AND CONDITIONS</u> The following attached documents are part of this Agreement: 1. Statement of Work 2. Equipment List/Cost Sheet The following documents are incorporated into this Agreement and may be viewed at the website listed: 1. IT General Provisions, GSPD-401 Revised and Effective 6/21/2006 http://www.pd.dgs.ca.gov/modellang/genprovit.htm 2. Information Technology Maintenance Special Provisions Effective 1/21/03 http://www.pd.dgs.ca.gov/modellang/Maintenance%20Special%20Provisions.htm 3. Information Technology Software License Special Provisions (Effective 01/21/2003) http://www.pd.dgs.ca.gov/modellang/Software%20Special%20Provisions%2001-21-03.htm						
1	1	EA	9091-250-0052-8	SOFTWARE SUPPORT & MAINTENANCE ANNUAL RENEWAL OF SERVICE MAINTENANCE SUPPORT FOR THE DICTAPHONE PROPRIETARY HARDWARE AND SOFTWARE ELEMENTS - PLEASE REFERENCE NUANCE QUOTE DATED 9/20/2008.	96,166.9200	96,166.92
Total Value:						96,166.92
<u>FOB DESTINATION:</u>						

Sales and/or use tax to be extra unless noted above

Buyer MARTY ZUBEIDI	Phone 916-375-4435	BOC Number
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PURCHASE ORDER CONTINUATION

Form GSOP 2-PIN (04/98)

<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62290		1/9/2009	811115	NUANCE DICTAPHONE

<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Commodity Code</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extension</i>
<p>For the purpose of this award, only FOB Destination will be accepted.</p> <p><u>CHANGE ORDERS:</u></p> <p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p> <p><u>STATE CONTRACTS AND PROCUREMENT REGISTRATION:</u></p> <p>This Purchase Order has been registered into the State Contracts and Procurement Registration System (https://www.scprs.dgs.ca.gov). The Registration Number is: 44400109352716</p>						

**DEPARTMENT OF MENTAL HEALTH
Information Technology Department
Atascadero State Hospital**

STATEMENT OF WORK

Nuance

This Statement of Work ("Agreement") reflects the services to be provided by Nuance Dictaphone Communications, Inc., hereinafter referred to as the "Contractor," for the Department of Mental Health, Information Technology Department hereinafter referred to as the "State".

SCOPE

This is an annual renewal of a Service (support) contract for Nuance Dictaphone.

The Contractor will provide Atascadero State Hospital support for the period of twelve (12) months. Nuance will include the following services:

SERVICE OPTIONS

A. OPTION I - 24x7 Remote Only Coverage

Under this Option, Nuance will use commercially reasonable efforts to diagnose and resolve any issues concerning the Programs via telephone, email, web page and/or fax support. Regular telephone support and assistance is provided for Updates and Upgrades. Customer shall receive any Updates and Upgrades released by Nuance in the ordinary course of its business during the term of this Maintenance Services. Customer is also entitled to receive documentation and minor enhancements as Nuance makes them available during the Term of this Maintenance Plan. The following additional terms apply:

1. Remote Support Requirements

For remote support, Nuance requires either dial-in or Internet access to all Customer systems. In order to provide this support, Nuance requires the utilization of (i) pcANYWHERE (ii) Citrix GoToAssist Web based support technology or (iii) Microsoft Terminal Services (each a "Supported Solution") for console and workstation level access. If the Customer is unwilling to allow the use of a Supported Solution, then Nuance will be severely limited in its ability to provide support and resulting in additional support fees through a maintenance upcharge.

2. Emergency Remote Support

Emergency remote support is provided on a 24-hour/7 days per week basis. An Emergency Support call is authorized when the Programs (excluding DNS for which support is delivered remotely) or Equipment fails to operate in accordance with the Specifications, and the failure is of such a nature as to prevent the continuation of the day-to-day business operations of Customer, and for which no immediate workaround is available. Nuance will make commercially reasonable efforts to assist the Customer in becoming operational and will return all Emergency Support calls within one (1) hour following receipt of the call by Nuance. (PowerScribe Customers Only: The PowerScribe administrator will make all emergency support calls.)

3. Non-Emergency Remote Support - Response Time

For Non-Emergency Remote Support calls, Nuance will contact Customer within four (4) hours following receipt of the call.

4. Update and Upgrade Coverage

Nuance will provide to Customer Updates and Upgrades of the applicable Programs released during the Term of this Maintenance Plan. On-site installation of Updates by Nuance is provided only under Options II and III (described below).

5. Virus Protection

Nuance ships all bundled server-based products with the latest Nuance-approved version of anti-virus software product and ensures proper operation of the Nuance core application and essential utility software when used in conjunction with such Nuance approved anti-virus software. Nuance, as part of the installation process, will configure server-based products to perform automated virus definition updates over the Internet if requested by the Customer and if Internet access is provided by the Customer.

Customer is responsible for protecting its network environment from viruses and damages resulting from virus infection. Customer is also responsible for ensuring virus definition updates are performed consistent with Customer internal virus protection policies. Customer is responsible for maintaining any subscriptions necessary to obtain virus updates.

Customers who chose to implement anti virus software other than a Nuance-approved solution, do so at their own risk.

6. Third Party Software Support

Coverage for Third Party Software sold by Nuance to Customer includes telephone support as required to the extent that the applicable Third Party Software relates to the Programs. If Nuance determines that such an upgrade is required for Customer, Nuance shall obtain for and transfer to Customer the necessary licenses with respect to any Third Party Software upgrades and Nuance shall invoice Customer for the amount of said Software upgrade.

Nuance ships all bundled products with the latest Nuance-approved Third Party Software service packs, patches and hot fixes. Nuance will identify any applicable Third Party Software service packs, patches, or hot fixes necessary to ensure proper operation of Nuance core application or essential utility software contained in the Programs. Customer is responsible for providing installation of Third Party updates.

If Customer determines that additional or different versions of the Nuance-supplied Third Party Software service pack, patches, or hot fixes are necessary to meet their operational needs, Customer may contact and advise Nuance of such requirement. Nuance will make a good faith effort to confirm and advise Customer whether such additional or different version of such Third Party Software are compatible with Nuance's core application and essential utility software.

Any Third Party Software upgrades implemented by Customer without the approval of Nuance will not be supported by Nuance and Customers who elect to install Third Party Software updates without contacting Nuance, do so at their own risk.

7. Additional Data Field Mappings on HL7 Integrations

Customers who have standard HL7 integrations to an HIS system will be entitled to up to five (5) free additional HL7 data field mappings within their integration. Maintenance Services does not provide for an entire new integration when HL7 standards migrate to new levels (e.g. HL7 version 3), Customer replaces their host environment nor does Maintenance Services cover any custom requests.

8. Equipment Upgrades

From time to time Updates and/or Upgrades on applicable Programs may result in the requirement or recommendation by Nuance that Customer upgrade the Equipment and/or upgrade Customer-provided hardware components. Any such necessary Equipment and/or Customer-provided hardware upgrades shall be at the sole responsibility and cost of Customer,

whether the original Equipment was purchased from Nuance or purchased separately by Customer.

9. Implementation Services and Upgrades

From time to time Updates and/or Upgrades on applicable Programs may result in the requirement or recommendation by Nuance that Customer receives various services to implement the software effectively. Such services include but are not limited to user training, administrator training, software programming and project management. Any such necessary services shall be charged at the discretion of Nuance and are at the sole cost of Customer.

10. Equipment Support

During the equipment warranty period, Nuance will provide Customer with remote support help desk guidance on Equipment replacement. Under Option I, Customer will be responsible for (i) Equipment fault troubleshooting, (ii) any labor related to Equipment replacement, and (iii) returning any defective Equipment directly to the applicable manufacturer. Nuance will provide hardware replacement parts for only Nuance- proprietary hardware products covered hereunder. However, Customer will be responsible to obtain any post warranty Equipment coverage directly from any applicable third party manufacturer of Equipment. Defective third party manufacturer Equipment parts are not covered by Nuance under Option I.

11. Depot Repair Support

Nuance maintains a depot repair center located in Melbourne, Florida for its desktop and portable Nuance products (*i.e.*, connections telephones (*i.e.*, C-Phones), telephones, microphones and similar peripherals, foot pedals and accessories (collectively, "*Desktop, Portable and Peripheral Products*"). In the event Customer requires repair support for any Desktop, Portable and Peripheral Product, Customer may chose to collect, ship, receive and deploy the applicable Desktop, Portable and Peripheral Product to the Nuance depot repair center. Outside of the specified equipment warranty period for Desktop, Portable and Peripheral Products, Customer will be charged at Nuance's then standard hourly rates.

NOTE: On-site visits are not covered under Option I and, in the event that an on-site visit is requested by Customer, Customer will be invoiced for all travel, food, and lodging expenses as well as a fee for such onsite support based upon Nuance's then-prevailing rates.

B. OPTION II - Remote & 8x5 On-site Coverage

In addition to the support coverage provided in Option I above, Nuance will provide on-site installation of Updates (excluding DNS for which support is delivered remotely), and on-site support for Equipment repair not otherwise provided for by Depot Repair Support during Nuance's Normal Working Hours. Normal Working Hours are defined as 8:00 a.m. (0800 hours) to 5:00 p.m. (1700 hours) local time (including travel time), Monday through Friday, excluding U.S. federal holidays. Nuance shall not be obligated to provide on-site support coverage outside of the Normal Working Hours unless Customer has purchased Option III coverage. If Customer requires on-site support coverage outside of the Normal Working Hours, Customer will be charged at Nuance's then standard hourly over-time rates. Services under Option II also include:

Equipment Support

Nuance will provide all necessary on-site labor for all Equipment not otherwise provided for by Depot Repair Support and Equipment replacement parts to Customer in accordance with the applicable Option II or III coverage purchased by Customer. In addition, Nuance will provide Equipment fault troubleshooting and will be responsible for the return of any defective Equipment to the applicable manufacturer.

C. OPTION III - Remote & 24x7 On-site Coverage

In addition to support coverage provided in Options I and II, Nuance will provide on-site installation of Updates (excluding DNS for which support is delivered remotely), and on-site support for Equipment repair not otherwise provided for by Depot Repair Support on a twenty-four (24) hours per day, seven (7) days per week (24x7) basis.

The Contractor's support will help the State streamline the product support model by providing quick resolution to questions, trouble shooting solutions, and updates that will help lead to the highest application availability possible.

PERIOD OF PERFORMANCE

The term of this Agreement will be effective the date the Purchase Order is signed, through June 30, 2009.

DEFINITIONS

"Update" means a release of a licensed Nuance software product (Program) that may include minor feature enhancements, and/or bug fixes and/or fixes of minor errors and/or corrections, and typically is identified by an increase in a release or version number to the right of the first decimal (for example, an increase from Version 5.1 to 5.2 or from Version 5.1.1 to 5.1.2). "Update" shall not be construed to include Upgrades.

"Upgrade" means a release of a licensed Nuance software product (Program) that Nuance generally releases to its customers as part of its maintenance services which may include some feature enhancements and/or additional capabilities (functionality) over versions of the Program previously supplied to Customer, and typically is identified by an increase in the release or version number to the left of the decimal (for example, an increase from Version 5.2 to version 6.0). Upgrades do not include new software and/or products that Nuance, in its sole discretion, designates and markets as being independent from the Program.

LICENSE RESTRICTIONS

Customer agrees that it shall not, and shall not permit any third party to (i) reverse engineer, disassemble, decompile or translate the Programs; (ii), change, modify or otherwise alter the Programs, (iii) unless otherwise permitted in the Agreement, assign, transfer, pledge, rent, share or sublicense any of the Programs without Nuance's prior written consent; (iv) grant any third party access to or use of the Programs on a service bureau, timesharing or application service provider basis or other wise, or (v) defeat or circumvent any controls or limitations the Program places on its use.

BILLING INFORMATION

The Contractor shall submit invoices (including the purchase order number) to the following address:

Atascadero State Hospital
Attn: Accounts Payable, Jenn Kitch
PO Box 7002
Atascadero, CA 93423-7002

POINTS OF CONTACT

Contractor Primary Contact:

Jeffery W. Russell
3984 Pepsi Cola Drive
Melbourne FL 32934
Ph: 888-471-3463 Ext. 34627
Mobile: 925-351-4559
Fax: 866-402-8187
Email: Jeff.Russell@nuance.com

State's Primary Contact:

James Gruver
Information Technology Manager
10333 El Camino Real
Atascadero, CA 93422
Ph: (805) 468-2949
E-mail: james.gruver@ash.dmh.ca.gov

Please forward renewal notices to the attention of:

Mary Marziello
Information Systems Analyst
10333 El Camino Real
Atascadero, CA 93422
Ph: (805) 468-22540
E-mail: mary.marziello@ash.dmh.ca.gov

TERMINATION

The State shall have the right to terminate maintenance upon delivery of written notice at least thirty (30) calendar days prior to any scheduled renewal date.

Open Market



Print Date 12/1/2008	Quote
Our Contract Number and Creation Date USA00126296 - 2 09/20/2008 189960	

Ship To: ATASCADERO STATE HOSPITAL
10333 EL CAMINO REAL
ATASCADERO, CA 93422-5808
United States

Invoice To: ATASCADERO STATE HOSPITAL
PO BOX 7002
ATASCADERO, CA 93423-7002
United States

Qty	Model/Part No	Description	Serial No.	Coverage	Term	Effective date	Extended Amount	Tax	Amount
1	0330034	SWITCH BOX,KEYBOARD,MONITOR,MO		Option 2	1 Years	07/01/2008	400.00	14.50	414.50
1	0350475	KIT STD OPTIMIC		Option 2	1 Years	07/01/2008	407.56	14.77	422.33
1	0000425	LCD DISPLAY	00540063	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00540064	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00540065	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00540072	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00540071	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00540066	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00540073	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00540089	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00546527	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00554087	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00546531	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00546530	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00546529	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00543528	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0000425	LCD DISPLAY	00540074	Option 2	1 Years	07/01/2008	235.60	8.54	244.14
1	0001452	BOOMERANG WITH OPTIC MIC	00000010	Option 2	1 Years	07/01/2008	280.76	10.18	290.94

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Open Market

NUANCE
 SERVICE SUPPORT CENTER
 3984 PEPSI COLA DRIVE
 MELBOURNE, FL 32934

Print Date 12/1/2008	Quote
Our Contract Number and Creation Date	
USA00126296-2	09/20/2008 189960

Ship To: ATASCADERO STATE HOSPITAL
 10333 EL CAMINO REAL
 ATASCADERO, CA 93422-5808
 United States

Invoice To: ATASCADERO STATE HOSPITAL
 PO BOX 7002
 ATASCADERO, CA 93423-7002
 United States

Qty	Model/Part No	Description	Serial No.	Coverage	Term	Effective date	Extended Amount	Tax	Amount
1	0001452	BOOMERANG WITH OPTIC MIC	00000011	Option 2	1 Years	07/01/2008	280.76	10.18	290.94
1	0001452	BOOMERANG WITH OPTIC MIC	00000012	Option 2	1 Years	07/01/2008	280.76	10.18	290.94
1	0001452	BOOMERANG WITH OPTIC MIC	00000013	Option 2	1 Years	07/01/2008	280.76	10.18	290.94
1	0001452	BOOMERANG WITH OPTIC MIC	00000014	Option 2	1 Years	07/01/2008	280.76	10.18	290.94
10	0878844	DELUXE STEREO HEADSET		Option 2	1 Years	07/01/2008	345.00	12.51	357.51
1	OPSDLT0-MFG	DRIVE,DLT,BACKUP,I NTERNL,MANUF		Option 2	1 Years	07/01/2008	1,552.48	56.28	1,608.76
5	0501054	HEADSET, DELUXE STEREO		Option 2	1 Years	07/01/2008	152.15	5.52	157.67
1	0139986	SW, HW,DISTRIBUTION,T EXT,EE		Option 3	1 Years	07/01/2008	5,610.91	203.40	5,814.31
1	0EXT01S-F06	SW TEXT-SERVER V6.X W-SQL2KSE	00667251	Option 3	1 Years	07/01/2008	1,694.00	61.41	1,755.41
1	0139745	KIT,LIC,SINGLE,ONLI NE ARCHIVE,							
1	0EXT05S-F06	SW TEXT CLIENT V6.X FIELD INST	00667252	Option 3	1 Years	07/01/2008	4,840.00	175.45	5,015.45
1	0EXT08R-453	SERV HW,TEXT,FULL ML530R,W2K	00240867	Option 3	1 Years	07/01/2008	8,668.31	314.23	8,982.54
1	0EXV01S-F06	SW FULL-EXVOICE V6.X FIELD-INS	00667286	Option 3	1 Years	07/01/2008	18,203.43	659.87	18,863.30

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Open Market

NUANCE
 SERVICE SUPPORT CENTER
 3984 PEPSI COLA DRIVE
 MELBOURNE, FL 32934

Print Date 12/1/2008	Quote
Our Contract Number and Creation Date USA00126296 - 2 09/20/2008 189960	

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 United States

Qty	Model/Part No	Description	Serial No.	Coverage	Term	Effective date	Extended Amount	Tax	Amount
1	0139537	KIT,SW,4 PORT ACTUATION,VOICE,							
1	0EXV03R-237	SERVER HW,VR,G2 ML370R,W2KPRO	00240866	Option 3	1 Years	07/01/2008	4,180.00	151.53	4,331.53
1	0EXV11R-453	SERVER HW,DATA,FULL ML530R,W2K	00240865	Option 3	1 Years	07/01/2008	7,404.18	268.40	7,672.58
1	0EXV16R-237	SERVER HW,REX,G2 ML370R,W2000	00240868	Option 3	1 Years	07/01/2008	4,180.00	151.53	4,331.53
2	0139227-FLD	12PRT HW UNVSL PCI FLD INSTAL		Option 3	1 Years	07/01/2008	1,584.00	57.42	1,641.42
2	0139526	KIT LIC CONCURRENT JOB LISTER		Option 3	1 Years	07/01/2008	792.00	28.71	820.71
5	0139537	KIT,SW,4 PORT ACTUATION,VOICE,		Option 3	1 Years	07/01/2008	13,330.20	483.22	13,813.42
13	0139586	KIT LIC SEAT TEXT CLIENT VIEWE		Option 3	1 Years	07/01/2008	8,580.00	311.03	8,891.03
1	0139605	KIT,SW,VOICE-TO-TEXT SYSTEM IN		Option 3	1 Years	07/01/2008	484.00	17.55	501.55
1	0139756	COMBINED INT TO VT STS		Option 3	1 Years	07/01/2008	2,508.00	90.92	2,598.92
1	0139760	BAR CODING SOFTWARE		Option 3	1 Years	07/01/2008	627.00	22.73	649.73
1	0139761	PORTABLE WAND SOFTWARE		Option 3	1 Years	07/01/2008	522.50	18.94	541.44
3	0139829	KIT LIC CNCR PROVIDR-VIEW ESIG		Option 3	1 Years	07/01/2008	435.60	15.79	451.39

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Open Market



NUANCE

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Print Date 12/1/2008	Quote
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Our Contract Number and Creation Date
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PO BOX 7002
ATASCADERO, CA 93423-7002
United States

Qty	Model/Part No	Description	Serial No.	Coverage	Term	Effective date	Extended Amount	Tax	Amount
5	0139916	KIT LIC SEAT TEXT-N-TRANSNET E		Option 3	1 Years	07/01/2008	4,510.00	163.49	4,673.49
1	0139946	KIT,LIC,SEAT,REX CREATOR,EXTEX		Option 3	1 Years	07/01/2008	217.80	7.90	225.70

Total Extended Amount : \$96,166.92 Total Tax : \$3,486.10 Total Amount :\$99,653.02

* Indicates multiple Billed Terms and/or Serial Numbers associated to this line.For detailed Invoice information please contact our Maintenance Contract Support Organization at 1(800)228-1210. Or fax us as (321)-255-8599

Service Options:Deport Repair Options are included in Option 2 and 3 only.On-site Service is not available for Desktops,Portables and Connections Telephone and it's accessories.

FEDERAL EMPLOYEE IDENTIFICATION NUMBER 94-3156479 "WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 6,7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF."

D90010007

USA00126296 - 2

189960



NUANCE

SERVICE SUPPORT CENTER
3984 PEPSI COLA DRIVE
MELBOURNE, FL 32934

ATASCADERO STATE HOSPITAL
PO BOX 7002
ATASCADERO, CA 93423-7002
United States

IF YOU HAVE ANY QUESTIONS,PLEASE CALL OUR CUSTOMER SERVICE LINE TOLL-FREE AT 1-800-228-1210