

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

23-03

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Med One Capital Funding, LLC/Innovative Product Achievements, LLC
Contractor Representative	Anthony Ortegon
Telephone Number	(760) 271-9191
Contract Term	Sixty Months from Date of Execution
Original Contract Amount	\$500,000
Amendment Amount	
Total Contract Amount	\$500,000
Cost Center	

Briefly describe the general nature of the contract: Linen Control Subscription Agreement with Innovative Product Achievements, LLC doing business as IPA, LLC and Med One Capital Funding, LLC doing business as IPA One, for rental of ScrubEx® Scrub Dispensing Machines automated distribution service for surgical scrubs and linen with web based management software, one-time onsite implementation, and ongoing remote training and support in the amount of \$500,000 for a period of sixty months from the date of execution, automatically renewing month to month thereafter unless terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date 12-16-2022

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

William L. Gilbert
William L. Gilbert, Director

Date

12/20/22



INNOVATION + PASSION + AUTOMATION

**LINEN CONTROL
SUBSCRIPTION AGREEMENT**

10712 South 1300 East, Sandy, Utah 84094

phone (888) 200.4797

fax (770) 814.9699

CUSTOMER San Bernardino County on behalf of
Arrowhead Regional Medical Center

ADDRESS 400 North Pepper Avenue
Colton, CA 92324-1819

CONTACT Eddy Evans

PHONE 909-641-1226

EMAIL evansed@amrc.sbcounty.gov

DATE 11/09/2022

AGREEMENT A66736

VENDOR Innovative Product Achievements, LLC

CONTACT Anthony Ortegon

PHONE 760-271-9191

EMAIL aortegon@thinkipa.com

QUOTE ID Q-02093

LINEN CONTROL SUBSCRIPTION AGREEMENT SUMMARY

The IPA Linen Control Subscription Agreement (Agreement) provides an automated distribution service for surgical scrubs and linen. The service includes web based management software to communicate with the Equipment (Units), includes one-time onsite implementation and ongoing remote training and support. Customer hereby accepts the terms and condition of this Agreement and accepts the pricing presented hereafter:

MINIMUM TERM	SERVICE FEE
Months 1 - 60	\$7,531.00

Customer hereby agrees to pay the Monthly Service Fee each and every month during the term of this Agreement or any subsequent extension of the term. The maximum amount of payment under this Contract shall not exceed \$100,000 per year, and shall be subject to availability of other funds to the County following compliance with the requirements set forth herein and in the attached General Contract Terms. The consideration to be paid to IPA One, as provided herein, shall be in full payment for all services provided for herein and expenses incurred in the performance hereof.

At the end of the minimum term of the Agreement, Customer may choose from any of the following options:

- a) Renew the Agreement for the same term and payment.
- b) Return Units to IPA One with no further obligations.
- c) If Agreement is not renewed or cancelled, Customer will pay a month to month service fee of \$8,284.00.

IMPLEMENTATION OF SERVICES

As a critical part of the services contemplated under this Agreement, Vendor will provide and install the following Units and Software:

EQUIPMENT

QTY	EQUIPMENT
2	scrubEx LV Dispenser w/ Touchscreen - SE-20003
2	scrubEx LV Remote Receiver w/ Touchscreen - SE-20093
3	scrubEx® MV Dispenser/Receiver Unit w/ Touchscreen - SE-23003
1	Hosting for Web Based Management Software
1	Add-on (existing site) Installation, two units or less - scrubEx/alEx - SE-2817
1	Installation Each Additional Unit - SE-2802

Customer hereby accepts responsibility for the Units and agrees that the use of the Units by Customer will be governed by the terms and conditions listed below and in Attachment A:

TERMS & CONDITIONS

- 1.) The Units and the Software are being provided by the Vendor, Innovative Product Achievements, LLC, a Delaware limited liability company doing business as IPA, LLC ("IPA, LLC" or "Vendor") to Customer. Customer shall make all service fee payments due under this Agreement for the use of the Units and Software directly to Med One Capital Funding, LLC, a Utah limited liability company doing business as IPA One ("IPA One"), and IPA One has all rights to receive such payments directly from Customer. This Agreement includes implementation services. Implementation Services Statement of Work, which includes key assumptions and responsibilities for both Vendor and Customer, a project plan with key milestones, and a full description of project resources as attached hereto as Exhibit 2.
- 2.) This Agreement includes full service and support coverage for the duration of the Agreement term. Service and Support Agreement Statement of Work may be found attached hereto as Exhibit 3
- 3.) The Units shall at all times remain the sole property of IPA One (or its assigns) and Customer shall have no rights or interests in the Units except to use the Units during the term of this Agreement. Customer shall bear the entire risk of loss and/or damage to the Units from any and every cause whatsoever. Customer is responsible for, and shall indemnify, defend, and hold IPA One harmless from and against all costs, expenses, obligations, and liabilities relating to or arising as a result of Customer's use of the Units. Customer is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- 4.) Customer hereby grants to IPA One an Article 9 Security Interest in the Units provided herein. Customer hereby acknowledges the right of IPA One to file UCC-1 Financing Statements with the agencies which it deems appropriate.
- 5.) Customer agrees that it will pay the Monthly Service Fee reflected above to IPA One beginning on the "go live date" and thereafter each and every month during the term of the Agreement as provided above. Customer's responsibility to make prompt payment of the Monthly Service Fee is absolute, unconditional, non-cancelable and not subject to any offset or adjustment of any kind. Past due payments are subject to a 5.00 % late fee. Customer shall be responsible for any applicable sales, use or property taxes pertaining to the use or possession of the Units.
- 6.) Customer shall be responsible to notify IPA One in writing of its intent not to extend this Agreement at least 90 days prior to the end of the term or any subsequent extension of the term. In the absence of this written notice, this Agreement will be automatically extended month to month and Customer agrees to pay an extended Monthly Service Fee in the amount of \$8,284.00. This Agreement shall continue to be governed by the term that has been agreed to herein. Should Customer elect to terminate this Agreement at the end of the initial term or any subsequent extension of the original term, Customer will make the Units provided herein available to IPA One for immediate removal from Customer's location.
- 7.) If Customer fails to pay the Monthly Service Fee as scheduled, or otherwise breaches the terms of this Agreement, IPA One shall be entitled to all available legal and equitable remedies including without limitation all remedies provided in the applicable version of the Uniform Commercial Code (UCC). Customer will reimburse IPA One for all costs incurred to enforce this Agreement including reimbursement for reasonable attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to IPA One under the Agreement or the applicable version of the UCC, IPA One shall also be entitled to demand and receive all accrued and unpaid payments and to accelerate and demand and receive all other payments remaining under the term whether or not this Agreement is terminated.
- 8.) This Agreement is presented subject to review and approval of credit and financial information pertaining to Customer and receipt of Customer's purchase order issued for the minimum term reflected above. Upon renewal of the term as contemplated above, Customer agrees to issue a new purchase order. Customer hereby acknowledges the right of IPA One to assign the proceeds of this Agreement or to grant a security interest in the Units without notice to Customer. IPA One will bill and collect the Monthly Service Fee. Customer hereby agrees to send all payments due hereunder to IPA One as listed.
- 9.) In the event any terms of any purchase order differ from the terms of this Agreement, the terms of this Agreement shall govern and control.
- 10.) In no event shall IPA One be liable to Customer for any damages or losses associated with the Units including, without limitation, any causes of actions, lost profits, consequential damages, business interruption, judgments, awards and the like.
- 11.) This Agreement must be signed by Customer and returned to IPA One no later than 30 days from the Agreement date, after which time, the pricing commitment will expire.

Customer's Purchase Order shall be issued to:

IPA One
10712 South 1300 East
Sandy, UT 84094

For Billing Inquiries: 800.248.5882
For Other Inquiries: 800.200.4797

INSURANCE REQUIRED COVERING UNITS

Customer is responsible to provide both casualty and liability insurance on the Units that are provided under this Agreement. Please provide insurance information as requested below or provide a letter to IPA One that Customer intends to "Self Insure" the Units. Please check your option below:

- Customer will provide insurance coverage – see insurance information below.
- Customer intends to "Self Insure" the Units and will provide a Self Insurance Letter.

INSURANCE INFORMATION

Contact Information If You Plan To Self Insure: _____

Name of Insurance Company: _____

Insurance Company Address: _____

Contact Name/PhoneNumber/Email: _____

CUSTOMER ACKNOWLEDGEMENT- San Bernardino County on behalf of Arrowhead Regional Medical Center

We hereby acknowledge, accept and agree to the terms of this Agreement and have issued our Purchase Order number:

If Customer is tax exempt, an exemption certificate must be furnished to IPA One, otherwise tax will be assessed and added to the "Payment" which is reflected above. The undersigned hereby acknowledges that they have full power and authority to execute the Agreement in behalf of the Customer listed above. Performance of this Agreement by Customer has been authorized and requires no additional approval or consent by any other person or entity.

PURCHASE ORDER #	TAX ID NUMBER (or provide W-9)	SALES TAX EXEMPTION # (if applicable)
Dawn M. Rowe		Chair, Board of Supervisors
PRINT NAME		TITLE
SIGNATURE		DATE
		JAN 10 2023

IPA ONE SIGNATURE	DATE
<small>Digitally signed by</small> Bryce Ray <small>543ECA65267545D...</small>	Chief Credit Officer 11/22/2022
SIGNATURE	DATE

IPA, LLC (Vendor) SIGNATURE	DATE
 <small>Todd Curry (Jan 3, 2023 16:43 EST)</small>	Jan 3, 2023
SIGNATURE	DATE

DOCUMENT INSTRUCTIONS

Please fax (770-814-9699) or email signed Agreement to product.quotes@thinkipa.com. Please mail original signed Agreement to:

IPA ONE
10712 South 1300 East
Sandy, UT 84094

Attachment A
GENERAL CONTRACT REQUIREMENTS

1. **Contract Amendments:** The Parties agree any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of the Parties.
2. **Contract Assignability:** Without the prior written consent of all of the Parties, the Contract is not assignable by any Party either in whole or in part; provided that IPA One may assign the proceeds of the Contract or grant a security interest in the goods and services provided under the Contract without notice to the other parties.
3. **Attorney's Fees and Costs:** If any legal action is instituted to enforce any Party's rights hereunder, each party shall be entitled to reimbursement of its costs and attorney fees. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification and Insurance Requirements.
4. **Vendor Personnel:** Vendor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. Vendor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.
5. **Choice of Law:** This Contract shall be governed by and construed according to the laws of the State of California.
6. **Compliance with County Policy:** In performing the Services and while at any County facilities, Vendor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Vendor or Vendor personnel or may be made available to Vendor or Vendor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Vendor shall be responsible for the promulgation and distribution of County Policies to Vendor personnel to the extent necessary and appropriate. County shall have the right to require Vendor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.
7. **Damage to County Property:** Vendor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Vendor or its employees or agents. Such repairs shall be made immediately after Vendor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If the Vendor fails to make timely repairs, the County may make any necessary repairs. The Vendor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand.
8. **Debarment and Suspension:** Vendor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Vendor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.
9. **Drug and Alcohol Free Workplace :** In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Vendor agrees that the Vendor and the Vendor's employees, while performing service for the County, on County property, or while using County equipment:
 - a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Vendor or Vendor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Vendor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County. The County may terminate for default or breach of this Contract and any other Contract the Vendor has with the County, if the Vendor or Vendor's employees are determined by the County not to be in compliance with above.

10. **Employment Discrimination:** During the term of the Contract, Vendor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Vendor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
11. **Improper Consideration :** Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office.
12. **Legality and Severability:** The Parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
13. **Licenses, Permits and/or Certifications:** Vendor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications.
14. **Nondisclosure:** Each Party shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by a Party or an agent of a Party to another Party or otherwise made available to a Party or a Party's agent in connection with this Contract; or, (2) acquired, obtained, or learned by a Party or an agent of a Party in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data. Confidential information does not include any information that: (a) is or becomes generally available to the public other than as a result of the receiving Party's breach of the Contract; (b) is obtained by a receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) was or is independently developed by the receiving Party without using any of the disclosing Party's confidential information; or (d) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.
15. **Records:** Vendor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. All records relating to the Vendor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.
16. **Relationship of the Parties:** Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
17. **Venue:** The Parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue of any action or claim brought by any Party to this

18. The maximum amount of payment under this Contract shall not exceed \$100,000 per year, and shall be subject to availability of other funds to the County. The consideration to be paid to IPA One, as provided herein, shall be in full payment for all services provided for herein and expenses incurred in the performance hereof. In the event the County is not, during the term of this Contract, granted an appropriation for funds to meet its obligations under this Contract, the County will not replace, supplement, purchase, lease or rent any similar products from another vendor except IPA One, and the County shall have no right to further use of the equipment and deliverables. The County certifies that it has taken and will continue to take steps necessary to seek appropriations and the required fiscal funding to meet its obligations under this Contract. The Parties intend the term of this Contract to be sixty (60) months. The County reasonably believes that the bona fide need and essential purpose for the equipment and deliverables shall exist for the entire sixty (60) month term and corresponding funds in an amount sufficient to make all payments for the sixty (60) month term shall be available; therefore, it is unlikely that this Contract shall terminate prior to the full sixty (60) month term.
19. Invoices shall be issued with a net thirty (30) day payment term with corresponding Purchase Order number stated on the invoice. The County's responsibility to make prompt payment is absolute, unconditional, non-cancelable and not subject to any offset or adjustment of any kind.
20. IPA One shall accept all payments from County via electronic funds transfer (EFT) directly deposited into IPA One's designated checking or other bank account. IPA One shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
21. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- i. **Insurance:** The Vendor agrees to provide insurance set forth in accordance with the requirements herein. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor agrees to amend, supplement or endorse the existing coverage to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the contract term the following types of insurance with limits as shown
 - ii. **Workers Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Vendor and all risks to such persons under this contract. If Vendor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - iii. **Commercial/General Liability Insurance** – The Vendor shall carry General Liability Insurance covering all operations performed by or on behalf of the Vendor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (1) Premises operations and mobile equipment.
 - (2) Products and completed operations.
 - (3) Broad form property damage (including completed operations).
 - (4) Explosion, collapse and underground hazards.
 - (5) Personal injury.
 - (6) Contractual liability.
 - (7) \$2,000,000 general aggregate limit.
 - iv. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Vendor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Vendor owns no autos, a non-owned auto endorsement to the General Liability

- v. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
 - vi. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
 - vii. **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- b. **Additional Insured:** All policies, except for Worker's Compensation, and Cyber Liability policies shall contain additional endorsements including the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
22. **Insurance:** The County and Vendor shall each maintain, during the term of this Contract, insurance coverage (which may be provided through self-insurance) as necessary to comply with industry standards to cover any claims which may arise as a result of the obligations of a Party hereunder. Neither Party nor its employees shall be entitled to workers compensation from the other Party if injured while performing such Party's obligations under this Contract.
23. **Right to Monitor and Audit:** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.
24. **Entire Agreement:** This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the Parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this Contract and signs the same of its own free will. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and the Vendor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn M. Rowe*
Dawn M. Rowe, Chair, Board of Supervisors

Dated: JAN 10 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy



IPA, LLC (Vendor)
(Print or type name of corporation, company, contractor, etc.)

By *Todd Curry*
► Todd Curry (Jan 3, 2023 16:43 EST)
(Authorized signature - sign in blue ink)

Name Todd Curry
(Print or type name of person signing contract)

Title Vice President of Finance
(Print or Type)

Dated: Jan 3, 2023

Address 3059 Premiere Parkway, Suite 200
Duluth, GA 30097

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p>► Bonnie Uphold, Supervising Deputy Date _____ County Counsel</p>	<p>Reviewed for Contract Compliance</p> <p>► _____ Date _____</p>	<p>Reviewed/Approved by Department</p> <p>► William L. Gilbert, Director Date _____</p>
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INNOVATION + PASSION + AUTOMATION

Implementation Services Statement of Work

Introduction

This SOW defines the implementation and project management methodology that will be followed by IPA's Professional Services team to ensure a successful delivery, installation and go-live. Customer's involvement is critical to the success and helps to minimize the possibility of delays in delivery and installation, thereby potentially avoiding additional costs for Change Orders. Our mutual goal is to prepare a successful delivery, installation and go-live of your equipment in a timely manner.

Project Resources

An important aspect of any project management methodology is a clear definition of the roles and responsibilities of everyone involved in the project.

Client will provide:

- I. A single point of contact ("Customer Business Owner") for all project management related activities, "champion" the implementation and work directly with the IPA Project Manager. These activities include, but are not limited to, the following:
 - Prompt reply and other necessary actions in response to all communication from IPA, including notices regarding project status against milestones transmitted to Customer via e-mail, as well as communicating these updates to Customer stakeholders. This includes, if applicable, issuing a Change Order.
 - Provide timely access to necessary Customer resources and personnel (including third parties contracted by Customer) required to execute the services in accordance with the Project Plan.
 - Manage all site activities relating to delivery, installation, training and go-live of the Project.
 - Communicate and approve any scope of work changes to the Customer stakeholders and IPA.
- II. A complete team of all stakeholders that are imperative to the project's success, who should attend the kick-off call, onsite Pre-Installation meeting, regular status meetings and reply and respond to necessary task requests. The project team will be defined by the Customer and should include the following:
 - EVS Director/Supply Chain or Materials/Linen Manager
 - Laundry partner, if applicable
 - Facilities Representative
 - IT/Network Representative
 - Security Badge Representative
 - EMS (Emergency Medical Services) Liaison (for aLEX SD only)
 - Department Manager Representative for all affected departments
 - Other personnel that may be affected by the implementation the project

IPA will provide:

- I. A Project Manager to oversee the project from the initiation (receipt of Purchase Order and/or Subscription Agreement) to close (sign off on Go-Live Installation Acknowledgement); utilizing the Project Phases and Deliverables listed in the subsequent sections. These activities include, but are not limited to, the following:
 - Development and maintenance of a Project Plan to encompass all key activities, Deliverables, and milestones for the project, ("Project Plan").
 - Management and coordination of all aspects of the project phases - initiation, implementation, installation and close - for the Project in accordance with the Project Plan.
 - Management of project risks, issues, and changes in coordination with the Customer Business Owner.
 - Facilitation of regularly scheduled project status calls with the Customer Business Owner and stakeholder team.
 - Communication of project status regarding milestones.
 - Coordination of all training with the Customer Business Owner.
 - Managing the formal closure of the project in coordination with the Customer Business Owner on completion of all Deliverables and Training.
- II. Field Service Engineer(s) onsite during consecutive, weekday business hours, for a duration determined by the project

- Uncrate equipment
- Install equipment
- Provide training of equipment and software

Key Assumptions

Client will:

- I. Provide project resources according to the Project Resources section.
- III. Complete necessary tasks and actions items by dates set forth and mutually agreed upon in a project plan, including Keys to Success:
 - Badge Access: Providing sample badges to IPA during the initiation phase.
 - Data Collection: Completing collection of all user data no later than two weeks prior to scheduled installation.
 - Physician and Staff Communication: Ensure supervisors of affected departments communicate with their staff about new equipment / changes to the current equipment and how it affects them.
 - IT and Facilities Site Preparation: Ensure all IT and Facilities tasks are completed no later than two weeks prior to scheduled installation date, including:
 - Any necessary site-specific construction items;
 - Power and data outlets are completed per technical drawings;
 - Confirmed configuration of network data jacks, to allow machine communications access to IPA's Linen Management Platform;
 - IP addresses for each unit
 - Scrub Suit Inventory Availability: Extra scrub and/or linen inventory is available before go-live. Recommendation is four times the machine capacity.
 - Paging Configuration: Customer provided contact information for pages to be sent with system alerts
 - EMS Readiness: EMS companies identified and ready for go-live (for aEX SD only)
- IV. Complete Site Readiness Assessment by the deadline set forth in the project plan, no less than two weeks prior to scheduled implementation date to avoid delays in delivery, installation or go-live, thereby avoiding additional costs for Change Orders.

Major Milestones & Deliverables

The following table summarizes the major milestones and deliverables for the four project delivery phases.

Deliverable items to be provided by IPA to Customer, identified by the symbol, indicate the document is for informational purposes. Items identified by the symbol indicate the document requires formal approval in the form of e-mail notification or Customer signoff, as set forth in each document.

Phase	Resources
Initiation Phase Project Kick-Off Call (online) <ul style="list-style-type: none"> • Define Project Stakeholder Team • Define Project Scope and Timeline • Sample Badges sent to IPA • Schedule onsite Pre-Installation Meeting 	Customer, IPA
Implementation Phase Pre-Installation Meeting (onsite, as required) <ul style="list-style-type: none"> • Agenda and Project Plan • Formal PowerPoint presentation with Implementation Overview • Communication Templates • Walk-through Site Survey Equipment Location & Technical Specifications Weekly or Bi-Weekly Status Report (updated project plan & email) Installation Week Schedule Site Readiness Assessment (two weeks prior to scheduled implementation date)	Customer, IPA IPA Customer, IPA IPA Customer, IPA
Installation & Go-Live Phase Equipment shipment and Delivery Acceptance Installation and Go-Live	Customer, IPA Customer, IPA

	<ul style="list-style-type: none"> • User In-Service Training • Train Linen Staff on LMS and Best Practices 	
	<p>Closing Phase</p> <ul style="list-style-type: none"> • Training Checklist & Exit Meeting • Notice of Go-Live document • Post Week Follow-up • Support Handoff 	<ul style="list-style-type: none"> • Customer, IPA • Customer, IPA • Customer, IPA • IPA

Cost

Service Delivery for this project will be conducted on a Fixed Fee basis, included within the monthly service cost or outlined on the Purchase Order, and shall cover the Scope as agreed in this SOW, unless otherwise agreed to by both parties via the project Change Order procedure, as outlined within. A Change Order will be issued specifying the amended value.

Change Order Procedure

Project changes may be needed when deemed necessary to change the scope, delivery, or equipment location previously agreed upon. Examples that may incur additional fees include, but are not limited to:

- The number or type of equipment to be installed changes from original agreed upon scope.
- Customer requests custom service delivery items beyond scope outlined within this agreement.
- Requests for installation to take place in non-consecutive days or outside of standard business hours.
- Site Readiness not completed as mutually agreed upon.

A Change Order will be completed by the Project Manager and will be the vehicle for communicating change. It must describe the change, the rationale for the change, and the effect the change will have on the project.

The designated Project Manager and Customer Business Owner will review the proposed change, and the project will be on hold until changes are executed by authorized representatives of each party.

Completion Criteria

IPA shall have fulfilled its obligations the earlier of when:

- IPA accomplishes the activities described within this SOW.
- Customer accepts such activities and materials in writing by an authorized representative of Customer.



***coverCare* – We've Got You Covered.**

Total Protection. Expert Support.

coverCare is a comprehensive service and preventative maintenance protection plan offered with all IPA products. *coverCare* is designed to optimize your service experience for a flat fee and create peace of mind that your scrub and linen automation investment will be well cared for.

***coverCare* Includes:**

- Unlimited phone support from our experienced Customer Service Engineers
- Priority dispatch service, which includes an on-site technician within six (6) business hours of the case being dispatched
- All repair and preventative maintenance parts
- An annual Preventative Maintenance Visit, including a 100+ point equipment inspection and firmware updates
- clearView Linen Management Software updates for software hosted in IPA's cloud

Your organization is encouraged to extend *coverCare* up to five years at the time of purchase. Subsequent renewals of three or five years are then available to ensure uninterrupted coverage until the end of the product's useful life. Contact your IPA representative to develop a *coverCare* strategy and customized quote.

Annual Preventative Maintenance Visit Provides Proactive Protection

The annual Preventative Maintenance Visit provided with *coverCare* is designed to ensure your equipment continues to run efficiently and effectively. The on-site visit includes a 100+ point equipment inspection, cleaning, adjustments, and any required repairs. Firmware updates, to the latest version applicable based on equipment model, are included as needed at no additional charge.

***coverCare* Field Response Policy: Priority Response and Unlimited Parts, Labor and Phone Support**

With *coverCare*, customers have direct access to our remote and on-site support teams. Our experienced Customer Service Engineers are available to provide live troubleshooting phone support Monday to Friday from 7 AM to 5 PM EST. After hours, weekends and holidays, we will return urgent messages within two-hours. With the ability to monitor your system's performance remotely, our phone support team can quickly resolve many issues that occur.

If a problem occurs at a customer site, the Primary Customer Contact should email or call IPA at service@thinkipa.com or 888-200-4797, where they will be connected to the first available Customer Service Engineer. If we are not able to resolve over the phone, one of our factory-trained Field Technicians can be dispatched to address the problem in person. Field Technicians are dispatched Monday through Friday during local business hours (8:00 AM – 5:00 PM), except for major holidays. After-hours and holiday dispatches, when available, are an additional charge.

Exclusions

coverCare does not include issues related to the hospital network or WIFI, issues caused by intentional damage to the system, updates and issues related to software hosted on customer server, equipment upgrades or moves. When these services are needed, we are happy to quote the cost and timeline on a case-by-case basis.