



Contract Number

18-844 A-3

SAP Number

4400017176

Arrowhead Regional Medical Center

Department Contract Representative Telephone Number	<u>William L. Gilbert</u> <u>(909) 580-6150</u>
Contractor	<u>Translogic Corporation d/b/a</u> <u>Swisslog Healthcare</u>
Contractor Representative Telephone Number	<u>Lynne Quint</u> <u>(303) 576-8819</u>
Contract Term	<u>December 15, 2018 through</u> <u>December 14, 2028</u>
Original Contract Amount	<u>\$38,852</u>
Amendment Amount	<u>\$276,759</u>
Total Contract Amount	<u>\$315,611</u>
Cost Center	<u>8483</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

This Amendment No. 3 (Amendment) dated December 5, 2023 is made by and between Translogic Corporation, dba Swisslog Healthcare (Swisslog), and San Bernardino County on behalf of Arrowhead Regional Medical Center (Customer) and modifies the terms to Master Purchase and Service Agreement Terms and Conditions executed between the parties as of December 15, 2018 (Agreement).

1. Delete Section 3, Term of the Agreement, in its entirety, and replace with the following:
 3. **Term.** This Agreement for System(s), Subscription(s), and/or Service(s) is effective as of December 15, 2018 and expires December 14, 2028, unless sooner terminate pursuant to this Agreement ("Term").
2. The Proposal for an AutoCarousel Mechanical and Electrical Refurbishment, attached hereto as Attachment A, shall be incorporated and subject to the terms and conditions of the Agreement.
3. All references to "County of San Bernardino" in the Agreement are amended to read "San Bernardino County".

4. **Campaign Contribution Disclosure (SB1439).** Contractor has disclosed to the County using Attachment B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Amendment is approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.
5. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.
6. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Addendum, as applicable.
7. **Counterparts.** This Amendment 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 Amendment (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 Amendment upon request.

SAN BERNARDINO COUNTY

TRANSLAGIC CORPORATION d/b/a SWISSLOG
HEALTHCARE

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

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Jennie McQuade
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Secretary
(Print or Type)

By _____
Deputy

Dated: _____

Address 11325 Main Street
Broomfield, CO 80020

FOR COUNTY USE ONLY

Approved as to Legal Form ► Bonnie Uphold, Supervising Deputy County Counsel	Reviewed for Contract Compliance ►	Reviewed/Approved by Department ► William L. Gilbert, Director
Date _____	Date _____	Date _____

ATTACHMENT A



SWISSLOG HEALTHCARE

Proposal for an AutoCarousel Mechanical and Electrical Refurbishment

**Prepared for: SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**

Customer Number: 3169

Colton, CA 92324-1801

Apurva Patel patela@armc.sbcounty.gov

Swisslog Contact: Michael Hymer

Swisslog conducts ongoing product improvements, therefore technology designs may change without notice or obligation.

PillPick, BoxPicker, ATP, and Pharmacy Manager are registered trademarks or trademarks of Swisslog AG. Swisslog systems may be covered by one or more patents. See swisslog.com/patents for details.

Sales Proposal - Definition & Purpose

This sales proposal (hereinafter referred to as “Proposal”) provides details on the Recommended Solution(s) including product and pricing details. It also highlights key considerations such as our execution processes, implementation processes, and roles and responsibilities.

This Proposal is a legally binding document and signatures by both parties are required in order to move forward with implementation and planning.

Partnering with Swisslog Healthcare

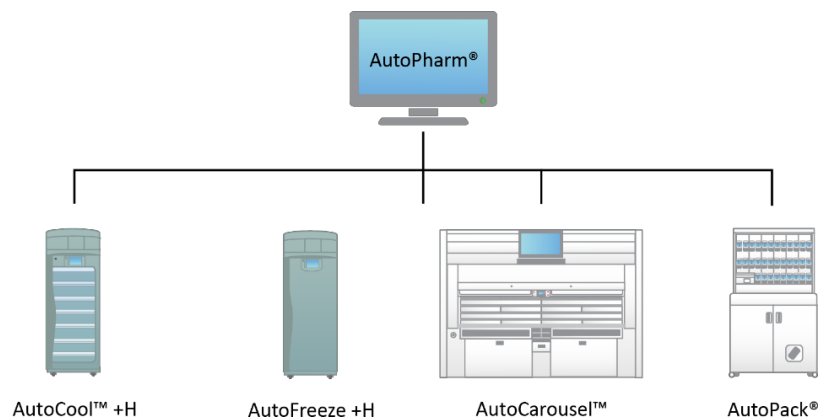
Headquartered in Buchs, Switzerland and Broomfield, CO, Swisslog Healthcare has been delivering best-in-class automation solutions and services for more than 100 years. We are a global organization with 2,500 team members in more than 20 countries and clients in more than 50 countries.

At Swisslog Healthcare, we strive to lead change for better care. At the core of this vision is a focus on improving workflows and reducing the time clinicians spend doing repetitive tasks – enabling more time to care for patients and residents. Our solutions and services extend across the continuum of care, including transport, medication and supply chain management for long-term care facilities, consolidated service centers, hospitals, and health systems.

A Solution Group Statement

Swisslog Healthcare offers a vast pharmacy automation solutions and services portfolio to best meet the needs of your hospital. Swisslog Healthcare offers fully and semi-automated systems for high density storage and retrieval, automated packaging and dispensing, high-speed unit-dose packaging, secure, temperature-sensitive storage, and medication management software to manage medication inventory within the hospital or across the health system. Hospitals using Swisslog Healthcare’s pharmacy automation can expect:

- Reduced wait time and medication errors
- Efficient management of inventory and reduced drug costs
- Streamlined medication returns and expired medication tracking
- On-time patient medication administration
- Optimized pharmacy workflows without adding staff to complete non-value add tasks
- Improvements in the overall quality of service delivered by the hospital



Recommended Solutions

Swisslog Healthcare proposes to SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER the solution(s) listed below in Table 1, which are described and detailed throughout this Proposal to be implemented in accordance with the agreed upon project plan and Master Purchase and Services Agreement, executed by and between the parties and effective as of December 15, 2018, as amended. Further, Table 2 documents the service and support solutions for the recommended Hardware and Software.

Table 1. Pharmacy Automation Solutions

Qty	Product	One-Time Price
1	AutoCarousel™ Expanded Refurbishment <ul style="list-style-type: none"> - Mechanical Rebuild - Electrical Control Replacement 	\$ 171,639
LO L	One-time Price for Detailed Solution(s) and Implementation	\$ 171,639

Payment Terms

Payment terms for Pharmacy Automation solutions:

- 30% down payment due at time of Purchase Order issuance
- 60% upon shipment from the manufacturing point of origin for Swisslog Healthcare solutions
- 10% upon Substantial Completion or Beneficial Use

Note: This proposal does not include freight expenses to the site for products listed in Table 1. Sales and use taxes are excluded. Should Swisslog be required to pay sales, use or any other taxes as a result of this proposal, the Customer agrees to reimburse for same.

Table 2. Service and Support Solutions

Product	Price
Pharmacy Automation Software Support <ul style="list-style-type: none"> - Software Maintenance 	\$ 21,024/year
Total Service and Support	\$ 21,024/year
Total Service, Support and Subscription Price 5 Year**	\$ 105,120

⁺ See Master Purchase & Services Agreement for additional terms related to Service and Support.

**** Customer may lock in a five year fixed SSA and waive CPI for a 5 year term by issuing a service purchase order for the entire amount and specifying preferred invoicing schedule: annually. First time annual requires full payment upon acceptance of equipment.**

Scope of Supply- Appendix A

AutoCarousel® Automated Pharmacy Storage System

1.1 Control Upgrade

We propose to replace/upgrade the obsolete control panels on your 271510-118 Carousel with new Siemens PLC based control panel. Estimated time required for work to be completed is 1- 2 days.

Pricing includes:

- Complete new overhead control cabinets.
- Siemens based PLC Controller.
- Siemens HMI
- New Motor and encoder
- New operator safety light curtain
- RS 232 interface
- Removal of all existing obsolete controls, including operator interface.
- Testing of controls.
- Engineering and project management.
- Travel expenses for installation team.
- Factory certified labor.

1.2 Mechanical Upgrade

We propose to replace the Load Chains, Pan Control Arms, Upper and lower Main Bearing and Sprockets assemblies on your Model 271510-118 Carouse. Estimated time for work to be completed is 2 days.

Pricing includes:

- Complete new load bearing chain assemblies for both sides of the vertical carousel
- Complete new trunnion/scissor arm assemblies
- New upper and lower bearings and sprocket assembly
- Removal of all parts to be replaced/upgraded.
- Component review for wear/damage
- Lubrication of all internal points
- Setting and verification of all internal chain tensions
- Testing of mechanical function
- Engineering and project management.
- Travel expenses for installation team.
- Factory certified labor

Roles and Responsibilities

There are several roles and responsibilities that will be identified during the implementation process that will be crucial for the overall success of the project. The tables below list both General and IT related responsibilities and the expectation of ownership during the implementation process.

General Roles & Responsibilities	Swisslog	Customer
Installation of Swisslog Automation Solutions	X	
Onsite delivery and transportation of Swisslog Automation materials	X	
Storage costs, or providing on-site storage		X
Electrical: Provide electrical supply for all components, to specification, with connections through a disconnect to terminals in the AutoCarousel system.		X
Supply and installation of dust partitions, if required during installation		X
Complete preparation of the space, including any remodeling or modifications needed, including removal and replacement of existing walls, wall coverings, ceilings, floor coverings, if required. All code or compliance issues related to same.		X
Costs for compliance with Customer's infection control procedures		X
General clean-up of installation area, collection of packing materials into waste receptacles.	X	
Disposal of general waste materials, non-hazardous installation debris.		X
Sterile clean-up, where required, and associated with compliance inspections.		X
Permits, inspections, fees and taxes associated with all permits, mandates or compliance costs required by local jurisdictions or other regulatory authorities.		X
The Swisslog Healthcare installation schedule is based on timely milestone coordination. Delays in Customer response may result in delays in project completion and additional costs.		X
Swisslog Healthcare installation personnel must have reasonable access to the hospital loading dock and a clear path from the dock to the installation area, including use of elevators as required.		X
Typical installation activities take place during normal business hours, with longer days for efficiency, such as 7:00 AM to 5:00 PM. Work schedules will be coordinated with pharmacy and construction staff, and typically involve ten-day schedules, including weekends. If your project requires unusual installation times, additional costs will be billed separately.		X

Swisslog Healthcare utilizes the train-the-trainer approach, and our standard equipment training will be provided for up to four (4) super-users. This ratio of trainer to super-user is optimal for knowledge transfer with this important hands-on training. Other options for training should be discussed with your sales consultant. Please note that training will be conducted during regular business hours, Monday through Friday. Additional training can be provided at standard rates plus travel expenses, or at our Automation Academy.	X	X
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IT Roles & Responsibilities

Swisslog Customer

IT Roles & Responsibilities	Swisslog	Customer
This proposal includes all equipment upgrades until shipment leaves the factory.	X	
Provide and install servers(s) for the installation of Swisslog Automation Solutions, as outlined in the current specification requirement documents including operating systems and SQL database licensing, as required.		X
Standard business computer workstation for administrative tasks and functions.	X	
AutoCarousel Automation computers, monitors, scanners and peripherals that are integrated into, and part of the automation hardware.	X	
Barcode scanners for all non-automation workstation computers, as required.	X	
Standard business report printer(s)	X	
Network connections and cabling to support the AutoCarousel, related computers and peripherals.		X
Interfaces/Integration: All third-party costs associated with the licensing or implementation of interfaces to Swisslog		X
Patient Medication Orders/Dispensing Interface: Receiving and processing medication dispensing requests from hospital clinical information system/EHR/pharmacy information system. (HIS to Swisslog, standard interface is HL7-RDE)	X	X
Drug Cabinet (ADC) Replenishment Interface: Receiving and processing dispensing/replenishment requests from third party automated drug cabinet system. (ADC to Swisslog, standard interface is HL7-RDE)	X	X
Routine operating system and computer maintenance functions, including servers and PCs: Operating system patches, security updates service packs; general maintenance and optimization of operating system; management of anti-virus software and policies.		X

Swisslog Healthcare General Execution Process

Our experience is that the most efficient automation systems are the result of a strong customer-vendor partnership. Working together, Swisslog Healthcare and ARROWHEAD REGIONAL MEDICAL CENTER, can ensure a well-executed project and smooth continual operation.

Following are guidelines for this process:

- Upon issuance of a Purchase Order, Swisslog Healthcare shall assign a Project Manager to develop a schedule of activities and ensure proper coordination.
- Client shall also provide a Project Manager to ensure alignment between the organizations.
- Project planning, space planning, infrastructure requirements and scheduling are mutually agreed upon.
 - o Pre-implementation planning. Customer and Swisslog Healthcare representative will participate in a kickoff meeting (the time, date and place thereof to be mutually agreed upon by the parties' project managers) to plan the implementation of the System(s). Customer will ensure that such kickoff meeting will include participation from Customer's (to the extent applicable) Director of Pharmacy, pharmacy Project Manager, Facilities Manager, information technology ("IT") representative and technical services representative. The pre-implementation process will include agreement by the parties on an appropriate installation site for the proper installation of each item of Hardware, taking into account all site preparation requirements given to Customer by Swisslog Healthcare, including physical, IT, electrical and environmental requirements.
 - o Installation Site. Customer will be solely responsible, at its expense, for ensuring that each Installation Site complies with all site requirements prior to installation (including without limitation, making all required facility modifications to the installation site and/or the premises on which such installation site is located, such as removing doors or windows) and obtaining necessary permits. Upon request, Customer will provide written evidence that all permits have been obtained. Customer will be solely responsible for compliance with any applicable building codes in connection with the installation of the Hardware.
 - o Installation Date. During pre-implementation planning, Customer and Swisslog Healthcare will mutually agree on an installation date for each System. Swisslog Healthcare will give Customer written or email confirmation of such agreement. In consideration of receipt of Customer's payment of fees due prior to installation, Swisslog Healthcare will install each item of the system at the applicable site on the scheduled date; provided Customer timely performs its obligations and does not otherwise cause any delay during pre-implementation or installation.
 - o Customer Assistance. Customer will promptly provide any and all assistance that Swisslog Healthcare may reasonably request in connection with Swisslog Healthcare's performance of its obligations including without limitation, pre-implementation, installation, support or removal of Hardware.
 - o Training. In conjunction with installation, at no additional cost to Customer except for reasonable travel and out-of-pocket expenses, Swisslog Healthcare will provide two (2) four-hour onsite training sessions held on a single day of Customer's choosing per site

with respect to the Product for four or fewer of Customer's Pharmacists and/or support technicians who, in turn, will be able to train additional Customer personnel. If additional training is requested by Customer, or training is requested outside of such hours, such additional training will be provided by Swisslog Healthcare at its then current rates (plus reasonable travel and out of pocket expenses) at such time and place as the parties may agree upon. Training will be provided between 8:00 a.m. and 5:00 p.m., local time, on consecutive business days if more than one day, at the installation site.

- Client shall identify super-users for each shift to be trained by Swisslog Healthcare on site. These individuals must be properly qualified and technically capable to manage the system. This group of hospital super users must complete a certification process that allows them to correctly monitor and adjust the system.

Customer obligations during support period

- Customer will appoint at least two individuals per physical location who have been approved and certified by Swisslog Healthcare, in the operation of the System to serve as the primary contacts between Customer and Swisslog Healthcare regarding any interaction they may have in connection with any service call. Customer may certify additional personnel on a space-available basis.
- Customer will provide Swisslog Healthcare and its subcontractors with assistance reasonably requested for purposes of providing support, including without limitation, adequate access to the applicable physical location of the system during or after Customer's business hours, as the case may be, and the ability to have high-speed remote access at all times.
- Customer will be solely responsible for (i) providing appropriate supervision and management of the use of the system by its personnel and agents and (ii) the implementation of any backup facilities and/or plans for all computer programs and data in the event of errors or malfunction of the system. Support for browser and Internet connections are Customer's responsibility.
- If Customer requests any item of Hardware to be relocated and re-installed at a new installation site (provided that such new installation site meets the applicable site requirements and any and all necessary permits have been obtained by Customer regarding such installation site), Customer will pay for such relocation and re-installation at Swisslog Healthcare's then current rates. Customer will be solely responsible for, and Swisslog Healthcare will have no liability or obligation with respect to, restoring the installation site and the premises after the removal or relocation of any Hardware



Upon Customer signature and submission to Swisslog Healthcare, Customer agrees this Proposal shall be incorporated and subject to the terms and conditions of the Master Purchase and Services Agreement executed between the Parties and effective as of December 15, 2018, as amended. This Proposal shall supersede any PO terms and conditions.

Translogic Corporation dba Swisslog Healthcare

SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER

Customer

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

_____ Purchase order

By checking this box, Customer chooses the 5-year Service and Support fee option for \$ 105,120.

Swisslog Healthcare

11325 Main Street
Broomfield, CO 80020
USA

Notes:

1. Customer agrees to pay the total proposal amount in full, plus applicable taxes.
2. Invoices will be billed as work progresses.
3. Payment terms are Net 60 days upon receipt of invoice.
4. Discounts are applied for volume, GPO or PMA Contracts. Only one discount customer option will be selected.
5. This Proposal is valid for 90 days from September 11, 2023.
6. If hospital or facility qualifies as Tax Exempt, a current copy of the certificate must be included with the Purchase Order.
7. Please include Proposal #Y003201E on the Purchase Order
8. To ensure a timely transition to implementation Client agrees to submit a PO no later than ten (10) days from date of execution of this Proposal. Swisslog Healthcare will not process Customer's order until such PO is received and failure to do so may delay installation. Customer must include Tax on PO if applicable to avoid delays in processing.
9. Please Return Signed Copy and Purchase Order to: michael.hymer@swisslog-healthcare.com

Pharmacy Automation Hardware Service and Support

To keep your pharmacy automation system(s) and software operating at peak efficiency, Swisslog provides a comprehensive service and support program.

Preventive Maintenance, Emergency Service & Parts include the following:

- 24/7 remote diagnostic service via phone and VPN connection
- On-site preventive maintenance and services for the purpose of inspection and adjustment of all equipment per following schedule:
 - ✓ Bi-annually for AutoCarousel;
- Corrective maintenance for failed wear-and-tear parts (See Master Purchase & Services Agreement), within 24 hours of problem notification
- All labor, expenses, and parts associated with service events and parts replacement out of scope will be charged according to the then current Swisslog rates including failures resulting from misuse or abuse of the equipment.
- Qualifying parts:
 - All parts and materials required to perform scheduled preventative maintenance are included. See Master Purchase & Services Agreement for list of specific parts.
 - Consumables items identified in the Master Purchase & Services Agreement are excluded.
 - System computers, related hardware (i.e. monitors, printers, and bar code readers), and non- wear-and-tear components are excluded from this Proposal agreement after the warranty period
- An inventory of critical system parts will be stored onsite in a hospital-supplied locked location for the AutoCarousel system.
- Routine daily maintenance (replacing consumables, cleaning, etc.) is not covered under this Proposal.

Note: part(s) definitions can be found in the Master Purchase & Services Agreement

Pharmacy Automation Software Maintenance Solution

Swisslog provides technical resources in support and enhance the use of the Pharmacy Automation software systems. These services are available to assist with issues that originate with the software and require technical intervention.

Pharmacy Automation software support fees include the following services:

- 24/7/365 remote diagnostic service and corrective action
- Software updates to address reported bugs or malfunctions or interface issues
- Access to quarterly change order requests, requiring 8 hours of development or less

Pharmacy Automation software support fees do NOT include:

- Support and license fees required for third-party information system vendors' interfaces to Swisslog
- Assistance in the development or modification to new or existing interfaces or functionality, as requested by the client.
- On-site software maintenance visits including labor, travel and expenses
- Major software version upgrades
- Hardware or any other materials not required for core software functionality

Swisslog Healthcare

Email: healthcare.us@swisslog.com USA: 800.764.0300

Canada: 877.294.2831 |

905.629.2400

www.swisslog.com/healthcare



ATTACHMENT B

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.



1. Name of Contractor: Translogic Corporation dba Swisslog Healthcare

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	



8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9.

Yes If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.