

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TRANSLOGIC CORPORATION DBA SWISSLOG HEALTHCARE (FORMERLY TALYST SYSTEMS, LLC)**

This Agreement is entered into this **1<sup>st</sup> day of October, 2019**, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Translogic Corporation, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of; Pharmacy management and InSite unit software license, maintenance and support.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit D—Warranty
- Attachment A—Purchase Order, Resolution and List of Purchased Products
- Attachment B—Letter of Intent
- Attachment C—Certificate of Merger
- Attachment H—HIPAA Business Associate Requirements Attachment I—§ 504 Compliance
- Attachment IP—Intellectual Property

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **October 1, 2019** through **September 30, 2024**.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Director of Correctional Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

#### **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### **8. Hold Harmless**

##### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting: Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the

Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records: Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause: Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law: Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: William Taylor  
Address: 300 Bradford St Redwood City, CA 94063  
Telephone: (650) 363-7838  
Facsimile: (650) 599-1082  
Email: wtaylor@smcgov.org

In the case of Contractor, to:

Name/Title: Steve Hood/Sales Operations  
Address: 11335 NE 122<sup>nd</sup> Way Ste 200 Kirkland, WA 98034  
Telephone: (877) 482-5978 and (425) 289-5400  
Facsimile: (425) 289-5633  
: Email: steve.hood@swisslog.com

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Translogic Corporation dba Swisslog Healthcare (formerly Talyst Systems, LLC)

 _____	<u>3/2/2018</u> _____	<u>Jennie McQuade, Secretary</u> _____
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## Exhibit A

Support services, supplies and maintenance are essential to administer the InSite Remote Medication Dispensing System purchased by PO P1704165. Therefore, Contractor should provide service, support and consumable products to the County. In consideration of the payments set forth in Exhibit B, Comprehensive support terms includes the following:

### Support

- Contractor support provide phone support, Onsite Dispatch (hardware related issue, Preventative Maintenance (every 6-9 months), Parts Replacement for the Insite Packager (unless it was missed/abused)
- Remote troubleshooting for Software related issue, and tickets are created via and tickets are created via Salesforce system, customers have access to the system for monitoring.
- Phone Support will be provided 24 hours a day, 7 days a week, and 365 days a year.
- Contractor Support is responsible to first determine whether or not the Equipment requires any maintenance services. Contractor will, as soon as practicable after Customer's service call in this respect, perform any repair or replacement it determines, in its sole discretion, is necessary or useful to restore Covered Products to good operating condition.
- Technical assistance by telephone with respect to Covered Products. Contractor may, in its sole discretion, provide support by remote access through dial-ins or high-speed access.
- All replacement parts furnished in connection with Support become components of the Covered Equipment. Replacement parts after the Initial Support Term may be purchased by Customer, if available, and Contractor will provide installation of such replacement parts in connection with its provision of Support under the Agreement.
- Any bug fixes, patches, minor enhancements and minor updates and modifications to the Covered Software for which Contractor makes commercially available to other customers and does not charge a fee.
- Minor updates means there is no hardware replacement required or simple bug fixes, or no major changes in the coding or configuration.
- San Mateo will be responsible for replacing hardware replacements if there is a major upgrade and requires hardware upgrade, major changes in the code or configuration, or interface.

### Response Time

Priority	Incident Description	Target Response
Severity 1-Critical	System Down	Contractor support will respond within 1 hour via phone and up to 24 hours onsite dispatch response time
Severity 2-Major	Function or Service is not available, but there is a temporary workaround available	Contractor support will respond within 2-4 hours
Severity 3-Minor	Enhancement request, minor issues	Contractor support will provide update as soon as it is available

## Maintenance

- On-site preventive maintenance visits for each item of Covered Equipment in accordance with its general preventative maintenance schedule.
- Includes on-site preventive maintenance visits every nine months for the InSite unit.

## Updates, encryption and security patching

- Contractor is responsible for security patching to Three(3) workstations.
- The application is maintained at a compatibility level for the hardware's operating system that is to be maintained at vendor supported versions/releases.
- County approved Anti-virus will be installed and updated with new virus definitions as released
- Three (3) workstations provided by Contractor have to be encrypted by using County's Encryption software.

## Change management

- Change management; vendor will provide 2 week prior notification of any software or hardware changes including UAT testing prior to implementing in the "production/live" environment.

## Time and Material Cost

The following rate and charges apply, per service representative, if equipment and software are not covered by a service agreement, for work requested by Customer that is outside the scope of Support including but not limited to an Exclusion Event. The rates below are subject to change on thirty (30) days' notice to Customer.

- A. Hourly Telephone Technical Support:
  - Monday through Friday from 7:00 a.m. to 7:00 p.m. Pacific Time is \$350.00 per hour, minimum one (1) hour.
  - Telephone support during any other hours is \$450.00 per hour, minimum one (1) hour.
- B. Daily Rate for Onsite Support and Other Requested Services:
  - Standard hours Monday through Friday (7:00 a.m. – 7:00 p.m. local time): \$3,000.00 (maximum of eight (8) hours).
  - Outside of standard hours: \$3,500.00 (maximum of eight (8) hours).
  - Additional training at Customer site: \$3,000 for first day and \$1,500 per day for each day thereafter.
  - Weekend layover required by Customer with no work scheduled will be charged a flat fee of \$500.00 per day.

## Travel Cost

- Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.
- The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term

'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.

Consumable Products

- San Mateo County-Correctional Health Services is responsible for all shipping and handling costs associated with Consumable Products.

Covered Products

Item Number	QTY	Item and Item Description
100-00052-00	1	<b>Initial InSite 240BX Unit</b> Hardware Platform: InSite In-Facility Dispensing Unit HP Eliete Workstation and Touchscreen Monitor Mouse and Keyboard Scanner and Printer 480 'Smart' Medication Canister InSite Cleaning kit InSite Consumables 'starter kit'
SPN-0015	1	<b>InSite System Software and Integration</b> InSite Medication Management Software: Enables In-Facility Patient Specific Medication Packaging and Delivery Facilitates PRN 'E-Kit' Medication Delivery Capabilities Available 24/7 for Late Admits and Rx Changes Integration with Pharmacy Information System
Install	1	<b>InSite Implementation Services</b> On-Site Implementation Survey Integration with Pharmacy Information System InSite System Installation and Set-Up Four-day In-Facility Training and Launch Support White Glove Shipping and Handling Make necessary dismantlement and reassembly to fit in designated rooms in San Mateo county jail.
100-00051-00	1	<b>InSite Pharmacy System</b> Hardware Platform: HP Elite Workstation and Touchscreen Monitor Mouse and Keyboard ZT230 Direct Thermal Printer and GC420D Direct Thermal Printer P1102W Laser printer ACRSII Chip Writer Hardware (canister programmer) Automated Pill Counter InSite Consumables 'starter kit' InSite Pharmacy System application to be hosted on clients' server (Talyst can provide optional hardware server at additional cost)

SPN-0016	1	<p><b>InSite Pharmacy System Software and Integration</b></p> <p>InSite Pharmacy Management software:  Enables 24/7 Rx changes and updates  Facilitates accurate pill counting and canister replenishment  Integration with pharmacy information system  Microsoft Windows and SQL licenses</p>
Install	1	<p><b>InSite Pharmacy System Implementation Services</b></p> <p>Integration with Pharmacy Information System  Pharmacy Hardware and Software Installation and Set-Up  Two Day In-Pharmacy Training and Launch Support  White Glove Shipping and Handling</p>
100-00052-00	1	<p><b>InSite 240BX Additional Unit</b></p> <p>Hardware Platform:  InSite In-Facility Dispensing Unit  HP Elite Workstation and Touchscreen Monitor  Mouse and Keyboard  Scanner and Printer  325 'Smart' Medication Canisters  InSite Unit Cleaning Kit  InSite Consumables 'starter kit'</p>
SPN-0015	1	<p><b>InSite System Software and Integration</b></p> <p>InSite Medication Management Software:  Enables In-Facility Patient Specific Medication Packaging and Delivery  Facilitates PRN 'E-Kit' Medication Delivery Capabilities  Available 24/7 for Late Admits and Rx Changes  Integration with Pharmacy Information System</p>
Install	1	<p><b>InSite Implementation Services</b></p> <p>On-Site Implementation Survey  Integration with Pharmacy Information System  InSite System Installation and Set-Up  Four Day In-Facility Training and Launch Support  White Glove Shipping and Handling  Make necessary dismantlement and reassembly to fit in designated rooms in San Mateo county jail.</p>

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the fee schedule below:

1. The term of this Agreement is Five (5) years.
2. Cost of Support and Consumable products will be increased annually by five percent (5%)
3. Payment Schedule

Annual Support Fee:

InSite Unit Annual Maintenance and Support: \$30,000.00 (\$15,000 x 2 Machines)

Pharmacy Management Annual Maintenance and Support: \$4,200.00

Consumable Products Cost:

Paper: Includes: White/Clear packager paper: \$467.76/case (6 rolls)

Ribbon: Includes: Packager ribbon for printing: \$199.92/case (6 rolls)

Canisters Includes: Medication specific smart -chip canister: \$125.00/Piece

Shipping: \$71.98/Shipment

Item	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Subtotal
Annual Support Fee	\$34,200	\$35,910	\$37,706	\$39,591	\$41,570	\$188,977
Projected Consumable Products	\$19,888	\$20,882	\$21,927	\$23,023	\$24,174	\$109,894
Contingency-Consumable Products	\$26,129					\$26,129
Contingency-As needed service	\$50,000					\$50,000
<b>Total</b>						<b>\$375,000</b>

Contingency:

Contingency must be submitted to the County for advanced written authorization before being used.

4. Payment Terms.

100% of payment is due within 30 days of receipt of invoice.

## **Exhibit D**

In consideration of the purchase made by County set forth in attachment A, Contractor should provide warranties to the County. General Terms are listed below:

### **WARRANTIES**

- **Warranties.** Contractor warrants that: (i) each component of Equipment, as originally delivered by Contractor and in normal service and under normal conditions, will be free from defects in material and workmanship and will conform with the applicable Specifications for such Equipment during the ninety (90) day period beginning on the Acceptance Date (the "Equipment Warranty"); (ii) the Software, as originally delivered by Contractor, will substantially conform with the Specifications for such Software during the ninety (90) day period beginning on the Acceptance Date (the "Software Warranty"); and (iii) all repairs made to the Equipment will be free from material defects in material and workmanship for a period of ninety (90) days after completion of the repairs (the "Service Warranty," and collectively with the Equipment Warranty and Software Warranty, the "Warranties").
  
- **Remedies.** Contractor's exclusive obligation and liability, and County's exclusive remedy, for breach of the Equipment Warranty are as follows: Contractor will promptly adjust, repair or replace (at its option), free of charge, the defective part(s) of the Equipment. Contractor's exclusive obligation and liability, and County's exclusive remedy, for breach of the Software Warranty, will be to promptly use reasonable efforts to correct or provide workarounds to the nonconformance or reinstall the nonconforming Software, free of charge; provided that County has given to Contractor sufficient details to enable Contractor to recreate or simulate the nonconformance. Contractor's exclusive obligation and liability, and County's exclusive remedy, under the Service Warranty will be to promptly re-perform, at Contractor's expense, the repairs that have failed to meet the Service Warranty.
  
- **Warranty Conditions.** Any Claim by County under any of the Warranties must be made in writing to Contractor within thirty (30) days of the discovery of such Claim. Failure by County to notify Contractor within such period will result in the loss by County of any and all benefits associated with the applicable Warranty. The Warranties are made to and for the benefit of County only.
  
- **Warranty Exclusions.** None of the Warranties will cover defects or Claims arising from or sustained by (i) abuse, neglect or misuse; (ii) use of unauthorized parts or failure to maintain the Equipment in accordance with Contractor's written instructions (including without limitation, any relevant Documentation) including any Service Bulletins; (iii) unauthorized relocation of the Equipment; (iv) unauthorized modifications, enhancements or additions made by persons not directly responsible to Contractor, (v) causes other than ordinary use under normal conditions, including without limitation, accident, fire or water damage, neglect, air conditioning failure or humidity control failure; (vi) failure by County to put in place and maintain the Site Requirements; (vii) installation or configuration of the Equipment or Software by a third-party not previously approved in writing by Contractor; (viii) County's inaccurate measurement of medications; (ix) use of the Equipment or Software with any equipment, accessories, components, consumables, hardware or software not provided by

Contractor hereunder specifically for use therewith (unless previously approved in writing by Contractor); (x) user created reports; or (xi) in the case of AutoPack, use of a canister for any medication other than the manufacturer-specific medication for which the canister was built (each, an "Exclusion Event").

- Application performs as published specifications (typically this references a User/Administration Guide) for the duration of the contract including: after implementation, all version upgrades, releases, service releases, and fixes supplied by contractor.

**Attachment A**  
**Purchase Order, Resolution and List of Purchased Products**

In April 2017, the Board approved the sole source purchase of two InSite Remote Medication Dispensing Systems. Please refer to set forth Purchase Order, Board's resolution and purchased products in attachment A.

- The purchase order P1704165, superseded by P1901480 has been approved by Board of supervisor UNDER THE AUTHORITY OF: BOARD RESOLUTION No. 075159
  
- This purchasing consists of 4 Major steps:
  - Project Kickoff and Planning
  - Shipment & Installation of Hardware
  - Software Installation and Configuration
  - Training and Go-Live



# County of San Mateo PURCHASE ORDER

REQUISITION NO.: RB50422

PURCHASE ORDER NO.: P1901480  
CUSTOMER NO.:

CONTACT:

DATE: 10/23/18

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship CORRECTIONAL HEALTH  
To: MAGUIRE CORRECTIONAL FACILITY  
300 BRADFORD ST 2ND FL  
REDWOOD CITY, CA 94063

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
0001	1	EA	COUNTY BUYER: ZAID ABDULMAJEED * INITIAL INSITE UNIT HARDWARE PLATFORM: + INSITE IN-FACILITY DISPENSING UNIT + HP ELITE WORKSTATION AND TOUCHSCREEN MONITOR + WIRELESS MOUSE AND KEYBOARD +SCANNER AND PRINTER +480 'SMART' MEDICATION CANISTERS + INSITE UNIT CLEANING KIT + INSITE CONSUMABLES 'STARTER KIT'	106,000.00	106,000.00
0002	1	EA	INSITE SYSTEM SOFTWARE AND INTEGRATION INSITE MEDICATION MANAGEMENT SOFTWARE: + ENABLES IN-FACILITY PATIENT SPECIFIC MEDICATION PACKAGING AND DELIVERY +FACILITATES PRN ' E-KIT' MEDICATION DELIVERY CAPABILITIES + AVAILABLE 24/7 FOR LATE ADMITS AND RX CHANGES +INTEGRATION WITH PHARMACY INFORMATION SYSTEM	25,000.00	25,000.00
0003	1	EA	INSITE IMPLEMENTATION SERVICES: +ON-SITE IMPLEMENTATION SURVEY ****CONTINUED****	20,000.00	20,000.00

SUBTOTAL  
TAX  
PO TOTAL

Required Delivery Date:

Payment Terms:

Vendor  
Name and  
Address

Authorized  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# County of San Mateo PURCHASE ORDER

REQUISITION NO.:RB50422

PURCHASE ORDER NO.: P1901480  
CUSTOMER NO.:

CONTACT:

DATE: 10/23/18

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship CORRECTIONAL HEALTH  
To: MAGUIRE CORRECTIONAL FACILITY  
300 BRADFORD ST 2ND FL  
REDWOOD CITY, CA 94063

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
0004	1	EA	+ INSITE SYSTEM INSTALLATION AND SET-UP + TWO-DAY IN-FACILITY TRAINING AND LAUNCH SUPPORT + WHITE GLOVE SHIPPING AND HANDLING *** SHIP LINE ITEMS 0001 - 0003 TO MAGUIRE CORRECTIONAL FACILITY 300 BRADFORD STREET REDWOOD CITY, CA 94063 ***** PRIOR TO DELIVERY CONTACT MONITA NAICKER MNAICKER@SMCGOV.ORG 650-363-7875  INSITE PHARMACY MANAGEMENT SYSTEM HARDWARE PLATFORM +HP ELITE WORKSTATION AND TOUCHSCREEN MONITOR +WIRELESS MOUSE AND KEYBOARD +ZT230 DIRECT THERMAL PRINTER AND CG420 DIRECT THERMAL PRINTER +P1102W LASER PRINTER ACRSII CHIP WRITER HARDWARE (CANISTER PROGRAMMER) +AUTOMATED PILL COUNTER +INSITE CONSUMABLES 'STARTER KIT' ****CONTINUED****	15,000.00	15,000.00
				<b>SUBTOTAL</b>	
				<b>TAX</b>	
				<b>PO TOTAL</b>	

Vendor Name and Address

Required Delivery Date:

Payment Terms:

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**County of San Mateo  
PURCHASE ORDER**

REQUISITION NO.:RB50422

PURCHASE ORDER NO.: P1901480  
CUSTOMER NO.:

CONTACT:

DATE: 10/23/18

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship CORRECTIONAL HEALTH  
To: MAGUIRE CORRECTIONAL FACILITY  
300 BRADFORD ST 2ND FL  
REDWOOD CITY, CA 94063

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
0005	1	EA	+ INSITE PHARMACY MANAGEMENT HARDWARE SERVER ( OPTIONAL VIRTUAL SERVER)  INSITE PHARMACY MANAGEMENT SOFTWARE AND INTEGRATION: INSITE PHARMACY MANAGEMENT SOFTWARE: +ENABLES 24/7 RX CHANGES AND UPDATES +FACILITATES ACCURATE PILL COUNTING AND CANISTER REPLENISHMENT +INTEGRATION WITH PHARMACY INFORMATION SYSTEM + MICROSOFT WINDOWS AND SQL LICENSES	15,000.00	15,000.00
0006	1	EA	INSITE PHARMACY IMPLEMENTATION SERVICES: + PHARMACY HARDWARE AND SOFTWARE INSTALLATION AND SET UP + FOUR-DAY IN-PHARMACY TRAINING AND LAUNCH SUPPORT +WHITE GLOVE SHIPPING AND HANDLING *** SHIP LINE ITEMS 0004-0006 TO  SAN MATEO MEDICAL CENTER 222 W. 39TH AVENUE SAN MATEO, CA 94403 ***** PRIOR TO DELIVERY CONTACT ****CONTINUED****	10,000.00	10,000.00
				<b>SUBTOTAL</b>	
				<b>TAX</b>	
				<b>PO TOTAL</b>	

Required Delivery Date:

Payment Terms:

Vendor  
Name and  
Address

Authorized  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**County of San Mateo  
PURCHASE ORDER**

REQUISITION NO.:RB50422

PURCHASE ORDER NO.: P1901480  
CUSTOMER NO.:

CONTACT:

DATE: 10/23/18

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship CORRECTIONAL HEALTH  
To: MAGUIRE CORRECTIONAL FACILITY  
300 BRADFORD ST 2ND FL  
REDWOOD CITY, CA 94063

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
			GARY HORNE GHORNE@SMCGOV.ORG 650-573-2366		
0007	1	EA	ADDITIONAL INSITE UNIT HARDWARE PLATFORM: + INSITE IN-FACILITY DISPENSING UNIT + HP ELITE WORKSTATION AND TOUCHSCREEN MONITOR +WIRELESS MOUSE AND KEYBOARD + SCANNER AND PRINTER + 325 'SMART' MEDICATION CANISTERS INSITE UNIT CLEANING KIT INSITE CONSUMABLES 'STARTER KIT'	86,625.00	86,625.00
0008	1	EA	INSITE SYSTEM SOFTWARE AND INTEGRATION INSITE MEDICATION MANAGEMENT SOFTWARE: + ENABLES IN-FACILITY PATIENT SPECIFIC MEDICATION PACKAGING AND DELIVERY + FACILITATES PRN 'E-KIT' MEDICATION DELIVERY CAPABILITIES + AVAILABLE 24/7 FOR LATE ADMITS AND RX SYSTEM	25,000.00	25,000.00
0009	1	EA	INSITE IMPLEMENTATION SERVICES: + ON-SITE IMPLEMENTATION SURVEY ****CONTINUED****	20,000.00	20,000.00
				<b>SUBTOTAL</b>	
				<b>TAX</b>	
				<b>PO TOTAL</b>	

Required Delivery Date:

Payment Terms:

Vendor  
Name and  
Address

Authorized  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# County of San Mateo PURCHASE ORDER

REQUISITION NO.: RB50422

PURCHASE ORDER NO.: P1901480  
CUSTOMER NO.:

CONTACT:

DATE: 10/23/18

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship CORRECTIONAL HEALTH  
To: MAGUIRE CORRECTIONAL FACILITY  
300 BRADFORD ST 2ND FL  
REDWOOD CITY, CA 94063

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
			+ INSITE SYSTEM INSTALLATION AND SET-UP + TOW-DAY IN -FACILITY TRAINING AND LAUNCH SUPPORT + WHITE GLOVE SHIPPING AND HANDLING **** SHIP LINE ITEMS 0007-0009 TO MAPLE CORRECTIONAL FACILITY 1300 MAPLE STREET REDWOOD CITY, CA 94063 ***** PRIOR TO DELIVERY, CONTACT MANUELA PORRAS MPORRAS@SMCGOV.ORG  FOB DESTINATION PREPAID & ALLOWED  THIS PURCHASE ORDER AND THE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE VENDOR AND THE COUNTY OF SAN MATEO, COVERING THE DESCRIBED GOODS AND SERVICES. THE COUNTY' TERMS AND CONDITIONS ARE AVAILABLE AT <a href="http://hr.smcgov.org/po-terms">HTTP://HR.SMCGOV.ORG/PO-TERMS.</a>  UNDER THE AUTHORITY OF: BOARD RESOLUTION No. 075159 <b>Agreement No. 63110-18-D001</b>		
				<b>SUBTOTAL</b>	322,625.00
				<b>TAX</b>	16,854.69
				<b>PO TOTAL</b>	339,479.69

Vendor Name and Address  
DBA SWISSLOG HEALTHCARE  
TRANSLOGIC CORPORATION  
10825 E 47TH AVE  
DENVER, CO 80239

Required Delivery Date:

Payment Terms: NET30

Authorized Signature:   
Date: 10-23-2018



**County of San Mateo  
PURCHASE ORDER**

REQUISITION NO.: RB46977

PURCHASE ORDER NO.: P1704165  
CUSTOMER NO.:

CONTACT:

DATE: 06/08/17

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship To:

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
0001	1	EA	COUNTY BUYER: ZAID ABDULMAJEED * INITIAL INSITE UNIT HARDWARE PLATFORM: + INSITE IN-FACILITY DISPENSING UNIT + HP ELITE WORKSTATION AND TOUCHSCREEN MONITOR + WIRELESS MOUSE AND KEYBOARD + SCANNER AND PRINTER + 480 'SMART' MEDICATION CANISTERS + INSITE UNIT CLEANING KIT + INSITE CONSUMABLES 'STARTER KIT'	106,000.00	106,000.00
0002	1	EA	INSITE SYSTEM SOFTWARE AND INTEGRATION INSITE MEDICATION MANAGEMENT SOFTWARE: + ENABLES IN-FACILITY PATIENT SPECIFIC MEDICATION PACKAGING AND DELIVERY + FACILITATES PRN 'E-KIT' MEDICATION DELIVERY CAPABILITIES + AVAILABLE 24/7 FOR LATE ADMITS AND RX CHANGES + INTEGRATION WITH PHARMACY INFORMATION SYSTEM	25,000.00	25,000.00
0003	1	EA	INSITE IMPLEMENTATION SERVICES: + ON-SITE IMPLEMENTATION SURVEY ****CONTINUED****	20,000.00	20,000.00

SUBTOTAL  
TAX  
PO TOTAL

Required Delivery Date:

Payment Terms:

Vendor Name and Address

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



County of San Mateo  
PURCHASE ORDER

REQUISITION NO.: RB46977

PURCHASE ORDER NO.: P1704165  
CUSTOMER NO.:

CONTACT:

DATE: 06/08/17

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship  
To:

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
0004	1	EA	+ INSITE SYSTEM INSTALLATION AND SET-UP + TWO-DAY IN-FACILITY TRAINING AND LAUNCH SUPPORT + WHITE GLOVE SHIPPING AND HANDLING **SHIP LINE ITEMS 0001 - 0003 TO: MAGUIRE CORRECTIONAL FACILITY 300 BRADFORD STREET REDWOOD CITY, CA 94063 ***** PRIOR TO DELIVERY, CONTACT MONITA NAICKER MNAICKER@SMCGOV.ORG (650) 363-7875  INSITE PHARMACY MANAGEMENT SYSTEM HARDWARE PLATFORM: + HP ELITE WORKSTATION AND TOUCHSCREEN MONITOR + WIRELESS MOUSE AND KEYBOARD + ZT230 DIRECT THERMAL PRINTER AND CG420 DIRECT THERMAL PRINTER + P1102W LASER PRINTER + ACRSII CHIP WRITER HARDWARE (CANISTER PROGRAMMER) + AUTOMATED PILL COUNTER + INSITE CONSUMABLES 'STARTER KIT' ****CONTINUED****	15,000.00	15,000.00

SUBTOTAL  
TAX  
PO TOTAL

Required Delivery Date:

Payment Terms:

Vendor  
Name and  
Address

Authorized  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# County of San Mateo PURCHASE ORDER

REQUISITION NO.: RB46977

PURCHASE ORDER NO.: P1704165  
CUSTOMER NO.:

CONTACT:

DATE: 06/08/17

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship  
To:

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
0005	1	EA	+ INSITE PHARMACY MANAGEMENT HARDWARE SERVER (OPTIONAL VIRTUAL SERVER)  INSITE PHARMACY MANAGEMENT SOFTWARE AND INTEGRATION: INSITE PHARMACY MANAGEMENT SOFTWARE: + ENABLES 24/7 RX CHANGES AND UPDATES + FACILITATES ACCURATE PILL COUNTING AND CANISTER REPLENISHMENT + INTEGRATION WITH PHARMACY INFORMATION SYSTEM + MICROSOFT WINDOWS AND SQL LICENSES	15,000.00	15,000.00
0006	1	EA	INSITE PHARMACY IMPLEMENTATION SERVICES: + PHARMACY HARDWARE AND SOFTWARE INSTALLATION AND SET-UP + FOUR-DAY IN-PHARMACY TRAINING AND LAUNCH SUPPORT + WHITE GLOVE SHIPPING AND HANDLING ***SHIP LINE ITEMS 0004-0006 TO: SAN MATEO MEDICAL CENTER 222 W. 39TH AVENUE SAN MATEO, CA 94403 ***** PRIOR TO DELIVERY, CONTACT GARY HORNE ****CONTINUED****	10,000.00	10,000.00

SUBTOTAL  
TAX  
PO TOTAL

Required Delivery Date:

Payment Terms:

Vendor  
Name and  
Address

Authorized  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**County of San Mateo  
PURCHASE ORDER**

REQUISITION NO.:RB46977

PURCHASE ORDER NO.: P1704165  
CUSTOMER NO.:

CONTACT:

DATE: 06/08/17

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship  
To:

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
0007	1	EA	GHORNE@SMCGOV.ORG (650) 573-2366 ADDITIONAL INSITE UNIT HARDWARE PLATFORM: + INSITE IN-FACILITY DISPENSING UNIT + HP ELITE WORKSTATION AND TOUCHSCREEN MONITOR + WIRELESS MOUSE AND KEYBOARD + SCANNER AND PRINTER + 325 'SMART' MEDICATION CANISTERS + INSITE UNIT CLEANING KIT + INSITE CONSUMABLES 'STARTER KIT'	86,625.00	86,625.00
0008	1	EA	INSITE SYSTEM SOFTWARE AND INTEGRATION INSITE MEDICATION MANAGEMENT SOFTWARE: + ENABLES IN-FACILITY PATIENT SPECIFIC MEDICATION PACKAGING AND DELIVERY + FACILITATES PRN 'E-KIT' MEDICATION DELIVERY CAPABILITIES + AVAILABLE 24/7 FOR LATE ADMITS AND RX CHANGES + INTEGRATION WITH PHARMACY INFORMATION SYSTEM	25,000.00	25,000.00
0009	1	EA	INSITE IMPLEMENTATION SERVICES: ****CONTINUED****	20,000.00	20,000.00

SUBTOTAL  
TAX  
PO TOTAL

Required Delivery Date:

Payment Terms:

Vendor  
Name and  
Address

Authorized  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# County of San Mateo PURCHASE ORDER

REQUISITION NO.: RB46977      PURCHASE ORDER NO.: P1704165  
 CONTACT:      CUSTOMER NO.:  
 DATE: 06/08/17

Bill To: COUNTY OF SAN MATEO  
 PONY HLT324  
 ATTN ACCOUNTS PAYABLE  
 CORRECTIONAL HEALTH  
 300 BRADFORD ST  
 REDWOOD CITY, CA 94063-1530

Ship To:

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
			+ ON-SITE IMPLEMENTATION SURVEY + INSITE SYSTEM INSTALLATION AND SET-UP + TWO-DAY IN-FACILITY TRAINING AND LAUNCH SUPPORT + WHITE GLOVE SHIPPING AND HANDLING ****SHIP LINE ITEMS 0007-0009 TO: MAPLE CORRECTIONAL FACILITY 1300 MAPLE STREET REDWOOD CITY, CA 94063 ***** PRIOR TO DELIVERY, CONTACT MANUELA PORRAS MPORRAS@SMCGOV.ORG (650) 363-1923  FOB DESTINATION PREPAID & ALLOWED This Purchase Order and any contracts attached hereto constitutes the entire agreement between the vendor and the County of San Mateo, covering the goods and services described herein. Failure to decline the County's Standards Terms and Conditions in writing constitutes agreement to the terms of the Purchase Order as stated. The County's Standard ****CONTINUED****		

SUBTOTAL  
 TAX  
 PO TOTAL

Required Delivery Date:

Payment Terms:

Vendor Name and Address

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# County of San Mateo PURCHASE ORDER

REQUISITION NO.: RB46977

PURCHASE ORDER NO.: P1704165  
CUSTOMER NO.:

CONTACT:

DATE: 06/08/17

Bill COUNTY OF SAN MATEO  
To: PONY HLT324  
ATTN ACCOUNTS PAYABLE  
CORRECTIONAL HEALTH  
300 BRADFORD ST  
REDWOOD CITY, CA 94063-1530

Ship  
To:

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>Terms &amp; Conditions are available at  <a href="https://hr.smcgov.org/PO-Terms">https://hr.smcgov.org/PO-Terms</a>            Any additional terms are incorporated            by direct reference on the face of this            Purchase Order and attached hereto as            applicable.</p> <p>UNDER THE AUTHORITY OF:            BOARD RESOLUTION No. 075159</p>		
				<b>SUBTOTAL</b>	322,625.00
				<b>TAX</b>	16,854.69
				<b>PO TOTAL</b>	339,479.69

Vendor Name and Address  
TALYST SYSTEMS LLC  
11335 NE 122ND WAY  
SUITE 200  
KIRKLAND, WA 98034

Required Delivery Date:

Payment Terms: NET 30

Authorized Signature:

Date:

*[Handwritten Signature]*  
6-8-17

**RESOLUTION NO. 075159**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING: A) A WAIVER FOR THE REQUEST FOR PROPOSALS PROCESS; AND B) THE PURCHASING AGENT TO MAKE A ONE-TIME PURCHASE OF INSITE, AN AUTOMATED REMOTE MEDICATION DISPENSING SYSTEM FROM TALYST, INC., IN AN AMOUNT NOT TO EXCEED \$350,000**

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, in January 2016, the County enlisted Health Management Associates (HMA) to review and recommend best practices for the delivery of food services, medical, mental health, and alcohol and drug services to the adult inmate population in correctional facilities; and

**WHEREAS**, the County of San Mateo's Ordinance 2.83.050 (f) allows the Board of Supervisors to waive the Request for Proposals (RFP) competitive bidding process in any situation where the Board determines that a formal process would not be in the best interest of the County; and

**WHEREAS**, Correctional Health Services (CHS) provides integrated medical, dental, mental health and chemical dependency treatment to adults in the County's correctional facilities. HMA reported that medication management is a significant component of our clinical operation, and the prevention of medication errors is a high priority to maintain patient safety while controlling medication costs; and

**WHEREAS**, the Talyst InSite remote medication dispensing system is the only medication management system that is uniquely designed for correctional facilities; and

**WHEREAS**, CHS recommends that the Board waive the RFP process and sole source purchase two InSite remote dispensing medication systems from Talyst, Inc., one for Maple Street Correctional Center and one for Maguire Correctional Facility.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be and is hereby authorized and directed to waive a Request for Proposals and Sole Source purchase two Insite automated remote medication dispensing systems from Talyst, Inc., in the amount not to exceed \$350,000. On behalf of the County of San Mateo and the Clerk of the Board shall attest the President's signature thereto.

\* \* \* \* \*

Regularly passed and adopted this 25th day of April 2017

AYES and in favor of said resolution:

Supervisors: DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

DAVID J. CANEPA

NOES and against said resolution:

Supervisors: NONE

 

Absent Supervisors: NONE

 

\_\_\_\_\_  
 President, Board of Supervisors  
 County of San Mateo  
 State of California

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

\_\_\_\_\_  
 Assistant Clerk of the Board of Supervisors

Item Number	QTY	Item and Item Description	Price
100-00052-00	1	<b>Initial InSite 240BX Unit</b> Hardware Platform: InSite In-Facility Dispensing Unit HP Eliete Workstation and Touchscreen Monitor Mouse and Keyboard Scanner and Printer 480 'Smart' Medication Canister InSite Cleaning kit InSite Consumables 'starter kit' Integrate with San Mateo county's netowrk. Work with San Mateo's anti-virus software	\$106,000.00
SPN-0015	1	<b>InSite System Software and Integration</b> InSite Medication Management Software: Enables In-Facility Patient Specific Medication Packaging and Delivery Facilitates PRN 'E-Kit' Medication Delivery Capabilities Available 24/7 for Late Admits and Rx Changes Integration with Pharmacy Information System	\$25,000.00
Install	1	<b>InSite Implementation Services</b> On-Site Implementation Survey Integration with Pharmacy Information System InSite System Installation and Set-Up Four-day In-Facility Training and Launch Support White Glove Shipping and Handling Make necessary dismantlement and reassembly to fit in designated rooms in San Mateo county jail.	\$20,000.00
100-00051-00	1	<b>InSite Pharmacy System</b> Hardware Platform: HP Elite Workstation and Touchscreen Monitor Mouse and Keyboard ZT230 Direct Thermal Printer and GC420D Direct Thermal Printer P1102W Laser printer ACRSII Chip Writer Hardware (canister programmer) Automated Pill Counter InSite Consumables 'starter kit' InSite Pharmacy System application to be hosted on clients' server (Talyt can provide optional hardware server at additional cost) Integrate with San Mateo county's netowrk. Work with San Mateo's anti-virus software	\$15,000.00
SPN-0016	1	<b>InSite Pharmacy System Software and Integration</b> InSite Pharmacy Management software: Enables 24/7 Rx changes and updates Facilitates accurate pill counting and canister replenishment Integration with pharmacy information system Microsoft Windows and SQL licenses	\$15,000.00

Install	1	<b>InSite Pharmacy System Implementation Services</b> Integration with Pharmacy Information System Pharmacy Hardware and Software Installation and Set-Up Two Day In-Pharmacy Training and Launch Support White Glove Shipping and Handling	\$10,000.00
100-00052-00	1	<b>InSite 240BX Additional Unit</b> Hardware Platform: InSite In-Facility Dispensing Unit HP Elite Workstation and Touchscreen Monitor Mouse and Keyboard Scanner and Printer 325 'Smart' Medication Canisters InSite Unit Cleaning Kit InSite Consumables 'starter kit' Integrate with San Mateo county's network. Work with San Mateo's anti-virus software	\$86,625.00
SPN-0015	1	<b>InSite System Software and Integration</b> InSite Medication Management Software: Enables In-Facility Patient Specific Medication Packaging and Delivery Facilitates PRN 'E-Kit' Medication Delivery Capabilities Available 24/7 for Late Admits and Rx Changes Integration with Pharmacy Information System	\$25,000.00
Install	1	<b>InSite Implementation Services</b> On-Site Implementation Survey Integration with Pharmacy Information System InSite System Installation and Set-Up Four Day In-Facility Training and Launch Support White Glove Shipping and Handling Make necessary dismantlement and reassembly to fit in designated rooms in San Mateo county jail.	\$20,000.00
<b>TOTAL HARDWARE, SOFTWARE AND IMPLEMENTATION PRICE</b>			<b>\$322,625.00</b>

December 7, 2017

Translogic Corporation  
d/b/a Swisslog Healthcare  
10825 East 47<sup>th</sup> Avenue  
Denver, CO 80239-2913

Dear Steve Hood:

This letter of intent ("LOI") sets forth our agreement and understanding regarding **County of San Mateo – San Mateo Corrections'** intent to purchase from Translogic Corporation d/b/a Swisslog Healthcare equipment and/or services identified in the Order Schedule 17-50011 dated **November 30, 2017**, in the amount of **\$322,625.00** plus Support Fees. We agree to send you a formal Purchase Order and negotiate, in good faith, a contract for such purchase, within 60 days from execution of this letter.

By signing below, we authorize and request you to proceed immediately with submittals, material orders, and production to initiate the project. If for any reason we choose not to proceed with the aforementioned project, we agree to reimburse you for costs incurred to date.

If you are in agreement with the terms of this LOI, please sign in the space provided below and return a signed copy to me. Upon receipt of a signed copy of this letter, we will proceed with our plans for consummating the transaction in a timely manner.

Sincerely,

By:   
Authorized Signer for **County of San Mateo – San Mateo Corrections**

Name: Carlos Morales

Title: Director of Correctional Health Services

Date: 12/8/17

Agreed to and Accepted by Translogic Corporation d/b/a Swisslog Healthcare

By:   
Authorized Signer for Translogic Corporation d/b/a Swisslog Healthcare

Name: Jennie McQuade

Title: Secretary

Date: 12/8/2017



# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TALYST SYSTEMS, LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "TRANSLOGIC CORPORATION" UNDER THE NAME OF "TRANSLOGIC CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TENTH DAY OF OCTOBER, A.D. 2017, AT 10:47 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF NOVEMBER, A.D. 2017.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

2006791 8100M  
SR# 20176547200

Authentication: 203376116  
Date: 10-10-17

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC LIMITED LIABILITY COMPANY  
INTO A  
DOMESTIC CORPORATION**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is Translogic Corporation  
\_\_\_\_\_, a Delaware Corporation, and the name of the  
limited liability company being merged into this surviving corporation is \_\_\_\_\_  
Talyst Systems, LLC

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

**THIRD:** The name of the surviving corporation is Translogic Corporation  
\_\_\_\_\_.

**FOURTH:** The merger is to become effective on November 1, 2017.

**FIFTH:** The Agreement of Merger is on file at 10825 East 47th Avenue,  
Denver, CO 80239-2913, the place of business of the surviving corporation.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

**SEVENTH:** The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 2<sup>nd</sup> day of October, A.D., 2017.

By: JJ  
\_\_\_\_\_  
Authorized Officer

Name: Jennie McQuade  
\_\_\_\_\_  
Print or Type

Title: Secretary  
\_\_\_\_\_

# Attachment H

## Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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### DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

#### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

## **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

## **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

## **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

## **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Yvette Dolan

Name of Contractor(s): Translogic Corporation DBA Swisslog Healthcare

Street Address or P.O. Box: 10825 E. 47<sup>th</sup> Ave.

City, State, Zip Code: Denver, CO 80239

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official: Secretary

Date: 12/18/17

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment IP**

### **Intellectual Property Rights**

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1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

**County of San Mateo ~ 3-Yr Waiver Request  
to Contract Compliance Committee**

This request is for a  New contract  Amendment

FROM: Joanna Nuevo	DATE: <b>12/8/2017</b>
DEPARTMENT: Correctional Health Services	Contractor Number: 63110-18-D001
Contractor Name: Translogic Corporation (formerly Talyst Systems)	

What was selection process for the original purchase?

3 written quotes  RFP  Non-competitive  Other (explain below)

**Sole Source**

**PO#1704165 – Proprietary product purchase**

Original Contract Start Date <b>5/1/2018</b>	Original Contract End Date <b>4/30/2023</b>	New End Date with Amendment
Amendment Number	Original Contract Value \$375,000	New Contract Value w Amendment

*Explain the funding source below for full term of the contract. Include this amendment if applicable.*

**50% Whole Person Care (WPC) Grant funds  
50% General fund match**

Why is it in the County's best interest to execute this contract for over three years?

<input type="checkbox"/> Project will not be completed within three years	<input checked="" type="checkbox"/> It is a grant, co-operative purchase, or agreement with another public agency
<input type="checkbox"/> Temporary amendment pending new contract	<input type="checkbox"/> Better price with longer contract term
<input type="checkbox"/> Will become part of County infrastructure	<input checked="" type="checkbox"/> Other

*Explain in more detail below why a contract longer than 3 years is in the County's best interest. If this is an amendment, explain how it was determined that the price is still fair and reasonable.*

Requesting 5 year contract approval as recommended by ISD. Contractor needs to provide support and maintenance to the 9 year lifecycle of the medication dispensing machine.

**BELOW THIS LINE FOR CONTRACT COMPLIANCE COMMITTEE ONLY**

APPROVED  NOT APPROVED



Greg Tatar, County Procurement Manager

DATE: 12/15/2017