



INNOVATION + PASSION + AUTOMATION

LINEN CONTROL SUBSCRIPTION AGREEMENT

10712 South 1300 East, Sandy, Utah 84094

phone (888) 200.4797

fax (770) 814.9699

CUSTOMER County of Ventura, Owner/Operator of
Ventura County Medical Center

ADDRESS 300 Hillmont Avenue
Ventura, CA 93003

CONTACT Leticia Rodriguez

PHONE 805-652-6031

EMAIL leticia.rodriguez@ventura.org

DATE 7/12/2019

AGREEMENT A47996-2

VENDOR Innovative Product Achievements, LLC

CONTACT Dan O'Keefe

PHONE 805-822-9516

EMAIL dan@okeefemed.com

QUOTE ID Q-13930-A

LINEN CONTROL SUBSCRIPTION AGREEMENT SUMMARY

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

MINIMUM TERM

Months 1 - 60

SERVICE FEE

\$2,486.00

Customer hereby agrees to pay the Monthly Service Fee each and every month during the term of this Agreement or any subsequent extension of the term.

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

- Renew the Agreement for the same term and payment.
- Return Units to IPA One with no further obligations.
- If Agreement is not renewed or cancelled and units are not returned to IPA One, the Agreement will continue on a month to month basis for a monthly service fee of \$2,486.00.

IMPLEMENTATION OF SERVICES

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

EQUIPMENT

QTY	EQUIPMENT
1	scrubEx MV Dispenser/Receiver Unit, Packer - SE-23003
1	clearView Web-Based Management Software
1	Implementation
1	Hosting for Web Based Management Software

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

TERMS & CONDITIONS

- 1.) The Units and the Software are being provided by the Vendor, Innovative Product Achievements, LLC, a Delaware limited liability company doing business as IPA, LLC ("IPA, LLC" or "Vendor") to Customer. Customer shall make all service fee payments due under this Agreement for the use of the Units and Software directly to Med One Capital Funding, LLC, a Utah limited liability company doing business as IPA One ("IPA One"), and IPA One has all rights to receive such payments directly from Customer. This Agreement includes implementation services. The Implementation Services Statement of Work, which includes key assumptions and responsibilities for both Vendor and Customer, a project plan with key milestones, and a full description of project resources may be found in Exhibit 1.
- 2.) This Agreement includes full service and support coverage for the duration of the Agreement term. The Service and Support Agreement Statement of Work may be found in Exhibit 2. The Limited Warranty covering the Units and Software may be found in Exhibit 3.
- 3.) The Units shall at all times remain the sole property of IPA One (or its assigns) and Customer shall have no rights or interests in the Units except to use the Units during the term of this Agreement. Customer shall bear the entire risk of loss and/or damage to the Units from any and every cause whatsoever. Customer shall provide adequate insurance coverage to protect the interests of IPA One. Customer is responsible for, and shall indemnify, defend, and hold IPA One harmless from and against all costs, expenses, obligations, and liabilities relating to or arising as a result of Customer's use of the Units.
- 4.) Customer hereby grants to IPA One an Article 9 Security Interest in the Units provided herein. Customer hereby acknowledges the right of IPA One to file UCC-1 Financing Statements with the agencies which it deems appropriate.
- 5.) Customer agrees that it will pay the Monthly Service Fee reflected above to IPA One beginning on the "go live date" and thereafter each and every month during the term of the Agreement as provided above. Customer's responsibility to make prompt payment of the Monthly Service Fee is absolute, unconditional, non-cancelable and not subject to any offset or adjustment of any kind. Past due payments are subject to a 2.00% late fee claimed in accordance with the provisions of section 910 and sections 29700 et seq. of the Government Code of the State of California. Customer shall be responsible for any applicable sales, use or property taxes pertaining to the use or possession of the Units.
- 6.) Customer shall be responsible to notify IPA One in writing of its intent not to extend this Agreement at least 30 days prior to the end of the term or any subsequent extension of the term. In the absence of this written notice, this Agreement will be automatically extended one month at a time and Customer agrees to pay an extended Monthly Service Fee in the amount of \$2,486.00. This Agreement shall continue to be governed by these terms and conditions. Should Customer elect to terminate this Agreement at the end of the initial term or any subsequent extension of the original term, Customer will make the Units provided herein available to IPA One for immediate removal from Customer's location.
- 7.) If Customer fails to pay the Monthly Service Fee as scheduled, or otherwise breaches the terms of this Agreement, IPA One shall be entitled to all available legal and equitable remedies including without limitation all remedies provided in the applicable version of the Uniform Commercial Code (UCC). Customer will reimburse IPA One for all costs incurred to enforce this Agreement, excluding attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to IPA One under the Agreement or the applicable version of the UCC, IPA One shall be entitled to claim all accrued and unpaid payments in accordance with the provisions of section 910 and sections 29700 et seq. of the Government Code of the State of California.
- 8.) IPA, LLC warrants that all Units (scrubEx™, alEx™, scrubBank™, scrubXchange™) will be operable and available for use at least 95% of each full calendar quarter during the term of this Agreement. Downtime is defined as the time when an IPA system (all Units) is not operable due to mechanical equipment failure. The period of downtime shall be from the time notification is received via the Vendor Customer support call center, until the Unit is returned to an operable status and ready for use. Uptime service level attainment is calculated as follows: (total hours in calendar quarter for IPA system – duration of system "downtime" time period) / total hours in calendar quarter for IPA system. When calculating any uptime service level attainment, any failure to meet the service level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the service level: a) any Vendor scheduled services such as scheduled maintenance, preventative maintenance, upgrades, installation; b) a malfunction or failure of Customer's network, including the internet or power outages c) any act or omission, by Customer, or Customer's agents, contractors or invitees or any other person (other than a person who is acting for and on behalf of Vendor, or their respective contractors) that impairs equipment operation, including but not limited to: Customer self-repair, equipment modification, equipment moves, storage and Customer re-installation, user error, or Customer caused damage, etc. d) any force majeure event. If the effectiveness of any the IPA system should fall below this 95% effectiveness level, Vendor will, at its sole cost, perform a full preventive maintenance on any troubled unit to return effectiveness to a level of 95% or greater. If the effectiveness level for the system falls below 95% for two consecutive quarters, Vendor will replace the defective Unit at no charge.
- 9.) This Agreement is presented subject to review and approval of credit and financial information pertaining to Customer and receipt of Customer's purchase order issued for the minimum term reflected above. Upon renewal of the term as contemplated above, Customer agrees to issue a new purchase order. Customer hereby acknowledges the right of IPA One to assign the proceeds of this Agreement or to grant a security interest in the Units without notice to Customer. IPA One will bill and collect the Monthly Service Fee. Customer hereby agrees to send all payments due hereunder to IPA One as listed.
- 10.) In the event any terms of any purchase order differ from the terms of this Agreement, the terms of this Agreement shall govern and control.
- 11.) In no event shall IPA One be liable to Customer for any damages or losses associated with the Units including, without limitation, any causes of actions, lost profits, consequential damages, business interruption, judgments, awards and the like.
- 12.) This Agreement must be signed by Customer and returned to IPA One no later than 30 days from the Agreement date, after which time, the pricing commitment will expire.
- 13.) IPA, LLC, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance: (1) general liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability, (2) workers' compensation coverage, in full compliance with California statutory requirements, for all employees of IPA, LLC and employer's liability in the minimum amount of \$1,000,000 and (3) commercial automobile liability coverage. All insurance required will be primary coverage as respects Customer and any insurance or self insurance maintained by Customer will be excess of IPA, LLC's insurance coverage and will not contribute to it. Customer is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. Customer is to be named as additional insured as respects to work done by IPA, LLC for General Liability Insurance: County of Ventura, 800 S. Victoria Avenue, Ventura, CA 93009. With respect to Workers' Compensation, IPA, LLC agrees to waive all rights of subrogation against Customer, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by IPA, LLC under the terms of the contract. Policies will not be canceled, non renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Customer's Risk Management Division. IPA, LLC agrees to provide Customer with the following insurance documents on or before the effective date of the contract: certificates of insurance for all required coverage, additional insured endorsement for general liability Insurance and waiver of subrogation endorsement (a.k.a.: waiver of transfer rights of recovery against others, waiver of our right to recover from others) for workers' compensation.

Customer's Purchase Order shall be issued to:

IPA One
10712 South 1300 East
Sandy, UT 84094

For Billing Inquiries: 800.248.5882
For Other Inquiries: 800.200.4797

INSURANCE REQUIRED COVERING UNITS

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

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

INSURANCE INFORMATION

Contact Information If You Plan To Self Insure: _____

Name of Insurance Company: _____

Insurance Company Address: _____

Contact Name/Phone Number/Email: _____

CUSTOMER ACKNOWLEDGEMENT- County of Ventura, Owner/Operator of Ventura County Medical Center

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

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

PURCHASE ORDER #	TAX ID NUMBER (or provide W-9)	SALES TAX EXEMPTION # (if applicable)
PRINT NAME	TITLE	
SIGNATURE	DATE	

IPA ONE SIGNATURE

SIGNATURE	DATE
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IPA, LLC (Vendor) SIGNATURE

SIGNATURE	DATE
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DOCUMENT INSTRUCTIONS

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

IPA ONE
10712 South 1300 East
Sandy, UT 84094



Exhibit 1

Implementation Services Statement of Work

Project Resources

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

Client will provide:

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

(IPA)™ will provide:

- I. A Project Manager to oversee the project from the initiation (receipt of Purchase Order and/or Subscription Agreement) to close (sign off on Go-Live Installation Acknowledgement); utilizing the Project Phases and Deliverables listed in the subsequent sections. These activities include, but are not limited to, the following:
 - Development and maintenance of a Project Plan to encompass all key activities, Deliverables, and milestones for the project, ("Project Plan").
 - Management and coordination of all aspects of the project phases - initiation, implementation, installation and close - for the Project in accordance with the Project Plan.
 - Management of project risks, issues, and changes in coordination with the Customer Business Owner.
 - Facilitation of regularly scheduled project status calls with the Customer Business Owner.
 - Communication of project status regarding milestones, no less than bi-weekly.
 - Coordination of all training with the Customer Business Owner.
 - Managing the formal closure of the project in coordination with the Customer Business Owner on completion of all Deliverables and Training.
- II. Field Service Engineer(s) during implementation as determined by Purchase Order for:
 - Uncrating of equipment at delivery, when required.
 - Installation of equipment.
 - Training of software and equipment.

Key Assumptions



Client will:










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



Major Milestones & Deliverables

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

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

#	Phase	Resources
Initiation Phase		
	Project Kick-Off Call (online) <ul style="list-style-type: none">- Define Project Stakeholder Team- Project Approach/Timeline- Schedule onsite Pre-Installation Meeting	Customer, IPA
	Sample Badge(s) sent to IPA	Customer
Implementation Phase		
	Pre-Installation Meeting (onsite) <ul style="list-style-type: none">- Agenda and Project Plan - Implementation Overview/Pre-Installation Handbook and Communication Templates - Walk-through Site Survey	Customer, IPA
	Equipment Location & Technical Drawings 	IPA
	Weekly or Bi-Weekly Status Report (updated project plan & email) 	Customer, IPA
	Installation Week Schedule 	IPA
	Site Readiness Assessment (two weeks prior to scheduled implementation date) 	Customer, IPA
Installation & Go-Live Phase		
	Equipment shipment and Delivery Acceptance 	Customer, IPA
	Installation and Go-Live <ul style="list-style-type: none">- Equipment installed- User In-Service Training- Train Linen Staff on LMS and Best Practices	Customer, IPA
Closing Phase		
	Training Checklist & Exit Meeting 	Customer, IPA
	Notice of Go-Live document 	Customer, IPA
	Post Week Follow-up	Customer, IPA
	Support Handoff	IPA

Implementation Fee

Service Delivery for this project is included within the monthly subscription payment, and shall cover the Scope as agreed in this SOW, unless otherwise agreed to by both parties via the project Change Order procedure, as outlined within. A Change Order will be issued specifying the amended value. A customer may be eligible, at IPA's sole discretion for a one-time Implementation Readiness Bonus of up to \$1,000 if all of the following criteria are met:

- Customer completes major milestones and deliverables outlined within, for all four project delivery phases by the mutually agreed upon date.
- Customer meets the Site Readiness Assessment criteria by the mutually agreed upon date, two weeks prior to the scheduled installation date.
- Customer does not reschedule the delivery or installation within 14 days of the scheduled installation date.
- The following items will disqualify Customer from rebate eligibility:
 - Delivery is scheduled and then refused upon arrival.
 - During I.P.A. on-site installation week, I.P.A. discovers the site is not ready, per the items outlined in the Site Readiness Assessment.
 - Equipment location changes during Installation go-live week.
 - Programming changes requested for badge types that differ from initial badge type outlined in Site Readiness Assessment.

Change Order Procedure

Project changes may be needed when deemed necessary to change the scope of service delivery or configuration of contracted equipment. Examples that may incur additional fees include, but are not limited to:

- The number or type of equipment to be installed changes from original agreed upon scope.
- Customer requests custom service delivery items beyond scope outlined within this agreement.

A Change Order will be completed by the Project Manager and will be the vehicle for communicating change. It must describe the change, the rationale for the change, and the effect the change will have on the project. The designated Project Manager and Customer Business Owner will review the proposed change, will mutually agree upon any charges (if any) and sign-off to authorize implementation of the changes.

Completion Criteria

(IPA)™ shall have fulfilled its obligations the earlier of when:

- (IPA)™ accomplishes the activities described within this SOW.
- Customer accepts such activities and materials. No response from Customer within 5-business days of deliverables being delivered and installed by (IPA)™ is deemed acceptance.

Exhibit 1 attachment - sample project plan



Generated on behalf of Jennifer Gunter on Monday, May 06, 2019 12:02:08 PM

Work Plan

Status	State	Name	Start Date	Due Date	Work	Actual Effort	% Complete	Notes	Owner	Resources	Level
Not Active	Draft	scrubEx Project Template	06/06/16	10/28/16	40.83 h	0 h	0		\$Project Manager	\$Project Manager, \$Support Team, Jennifer Gunter, Portia Scott	0
Not Active	Draft	Initiation Phase	06/06/16	10/28/16	6.17 h	0 h	0		\$Project Manager		1
Not Active	Draft	Complete Landscape Summary with Account Executive	06/06/16	06/07/16	30 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Send Introductory Email to Customer	06/08/16	06/08/16	30 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Review Case to Determine if Customer Launch Meeting is applicable	06/06/16	06/06/16	30 min	0 h	0		\$Project Manager		2
Not Active	Draft	Schedule Customer Launch Meeting	06/06/16	06/06/16	30 min	0 h	0		\$Project Manager		2
Not Active	Draft	Request Sample Badge	06/09/16	06/09/16	10 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Identify Project Team and Stakeholders	08/07/18	08/07/18	1 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Kick-off Meeting Scheduled with Business Owners and Key Stakeholders	06/10/16	06/16/16	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Create Kick-off Presentation	06/17/16	06/21/16	30 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Kick-off Meeting Held	06/17/16	06/17/16	30 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Send Meeting Minutes to Stakeholders	06/20/16	06/21/16	1 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Receive & Test Sample Badge	06/20/16	06/20/16	30 min	0 h	0		\$Project Manager		2
Not Active	Draft	Schedule Pre-Installation Meeting with Sales, LUA, Customer Business Owner and Key Stakeholders	06/20/16	07/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Implementation Phase	10/31/16	02/28/18	29.92 h	0 h	0		\$Project Manager	\$Project Manager	1
Not Active	Draft	Pre-Installation Meeting Held with AM, Business Owner and Key Stakeholders	10/31/16	10/31/16	8 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Walk Through Site, Review Technical Specifications with Business Owner, Facilities, IT and Key Stakeholders	11/01/16	11/01/16	0 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Verify Shipping Address, Point of Contact and Loading Dock Specs	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Confirm Shipping and Go-Live Date (If Available)	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Determine 1st Call Staff for Machine Issues When IPA Not Onsite	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Determine Hospital Requirements for IPA Technicians / Onsite Workers	11/01/16	11/02/16	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Determine Staging Area (5 or more machines)	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Confirm Coordination of Pyxis Removal with scrubEx Install	11/01/16	11/01/16	30 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Post Pre-Install Tasks	11/01/16	11/04/16	7.17 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Confirm Equipment Locations Match Order	11/02/16	11/02/16	10 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Send Pre-Installation Summary to Business Owners and Key Stakeholders	11/01/16	11/01/16	1 h	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Complete and Send Technical Specifications layout and drawings	11/01/16	11/02/16	4 h	0 h	0	If applicable	\$Project Manager	\$Project Manager	3
Not Active	Draft	Obtain Customer Sign-Off on Technical Drawings	11/02/16	11/04/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Schedule Regular Conference Calls/GoToMeeting for all Stakeholders	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Enter Shipping Information into SalesForce	11/02/16	11/03/16	30 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Test Sample Badge Readers	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager		3
Not Active	Draft	Enter Badge Information in Linen Management in SF	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager		3
Not Active	Draft	Order Badge Readers	11/02/16	11/02/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Order Brackets	11/02/16	11/02/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Facility Preparation	11/02/16	11/18/16	90 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Confirm Each Location has a 110v Duplex or Quad Outlet Installed at 81" above Finished Floor	11/02/16	11/16/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Confirm Each Location has a RJ-45 Network Jack Installed at 81" above Finished Floor	11/02/16	11/16/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Confirm Electrical Outlets are Live	11/02/16	11/02/16	15 min	0 h	0		\$Project Manager		3
Not Active	Draft	Determine if OSHPD Approvals are Needed	11/02/16	11/16/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Send OPM Approvals to Customer Facilities/ Engineering Department	11/17/16	11/18/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Determine if Brackets are Needed Early (i.e. cases of seismic brick/cement walls)	11/17/16	11/17/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	IT Preparations	11/02/16	12/08/16	2.75 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Confirm Ports 443 is Open for Machine to Server Communications	11/02/16	11/16/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Confirm Port 80 is Open for Machine to Machine Communications	11/02/16	11/02/16	15 min	0 h	0		\$Project Manager		3
Not Active	Draft	Confirm Hospital Uses (Static or DHCP) IP Addresses	11/25/16	12/08/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	If Static Obtain IP Address, Hospital DNS, Default Gateway, and Subnet Mask	11/25/16	12/08/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	If MAC Security is present Provide MAC Address to Customer	11/02/16	11/23/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Confirm Data Ports are Live	11/02/16	11/02/16	15 min	0 h	0		\$Project Manager		3
Not Active	Draft	Add ClearView Website to White List	11/02/16	11/02/16	15 min	0 h	0		\$Project Manager		3
Not Active	Draft	FOR VA ONLY: Provide IP Address for ClearView Software Workstation	11/02/16	11/02/16	1 h	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Badge Data Collection	11/01/16	11/07/16	4.25 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Determine Method for Staff Badge Data Collection	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Multiple Facility Codes? Duplicate Badge Numbers Across Facility Codes?	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Multiple Format Badges Across Facilities?	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Department Managers have Communicated Data Collection Method to Staff	11/01/16	11/07/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Confirm Badge Access for Guests, Students and Vendors	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Confirm Process for Ongoing System Maintenance / New Employees	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Create User Registration Website	11/01/16	11/01/16	1 h	0 h	0		\$Project Manager	\$Support Team	3
Not Active	Draft	Send Customer Link to Register for User Registration Training	11/02/16	11/02/16	15 min	0 h	0		\$Project Manager		3
Not Active	Draft	Send Badge Data to Support Team for Entry into ClearView	11/02/16	11/02/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Create scrubEx Badges (for IPA barcode or proxy)	11/07/16	11/07/16	1 h	0 h	0		\$Project Manager	\$Support Team	3
Not Active	Draft	Confirm Data Entry is Complete	11/03/16	11/03/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Provide "Coming Soon" Posters to Customer	02/27/18	02/28/18	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Scrub Suit Inventory	11/01/16	11/01/16	60 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Determine Whether or Not New Scrubs Will be Used for the Installation	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Confirm Scrub Suits Currently Used (Style, Color, Unisex)	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Determine Machine Access	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Ensure Adequate Scrub Inventory for Go-Live (4x Machine Capacity)	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	LMS/ClearView Software	10/31/16	11/30/16	3 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Send Support Team Customer Installation Request	10/31/16	11/04/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Build New Website	11/07/16	11/29/16	2 h	0 h	0		\$Project Manager	\$Support Team	3
Not Active	Draft	Update SF Linen Management tab with new LMS Information	11/30/16	11/30/16	15 min	0 h	0		\$Project Manager	\$Support Team	3
Not Active	Draft	Identify System Admin / User Training	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	3
Not Active	Draft	Set-up Paging Configurations	11/02/16	11/02/16	15 min	0 h	0		\$Project Manager	\$Support Team	3
Not Active	Draft	Conduct Site Readiness Assessment	11/01/16	11/01/16	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Installation Phase	03/01/18	03/02/18	4 h	0 h	0		\$Project Manager	\$Project Manager	1
Not Active	Draft	Send Implementation Overview Schedule to Customer	03/01/18	03/02/18	1 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Send Implementation Email to Customer	03/01/18	03/02/18	1 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Create and Distribute FSE Site Details	03/01/18	03/01/18	2 h	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Closing Phase	03/05/18	03/05/18	45 min	0 h	0		\$Project Manager	\$Project Manager	1
Not Active	Draft	Ensure FSE Upload D&A and Closes Case	03/05/18	03/05/18	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Complete Customer Support Hand-Off and Follow-Up One Week Post Install	03/05/18	03/05/18	15 min	0 h	0		\$Project Manager	\$Project Manager	2
Not Active	Draft	Lessons Learned Logged	03/05/18	03/05/18	15 min	0 h	0		\$Project Manager	\$Project Manager	2



INNOVATION + PASSION + AUTOMATION

Site Readiness Assessment

Sample Facility Site

All Tasks Must be Completed or Confirmed to be Completed by September 1, 2017 to Support Installation the Week of September 18, 2017

Activities		Resources	Date Completed
Facilities Site Preparations			
<input type="checkbox"/>	Duplex power outlet installed 81" above the finished floor to the bottom of the outlet cover per machine	Rob	
<input type="checkbox"/>	OR Male Locker Room – Remove coat rack	Rob	
<input type="checkbox"/>	Duplex power outlet installed 81" above the finished floor to the bottom of the outlet cover per machine	Rob	
<input type="checkbox"/>	SPD Area / Break Room (MV) Duplex power outlet installed 81" above the finished floor to the bottom of the outlet cover per machine	Rob	
<input type="checkbox"/>	SPD Area – Phone Removed – Work with Dale on the phone for the cabling	Rob	
<input type="checkbox"/>	SPD Area – Relocate chair and table	Rob	
<input checked="" type="checkbox"/>	Labor and Delivery (SV-48) Duplex power outlet installed 81" above the finished floor to the bottom of the outlet cover per machine	Rob	8/22
<input type="checkbox"/>	L&D – Remove wall shelving	Rob	
IT Site Preparations			
<input type="checkbox"/>	Data drops installed and activated for each machine - Installed; waiting activation	Peg	8/29
<input type="checkbox"/>	OR Female Locker Room Data drop installed and activated for each machine Installed; waiting activation	Peg	8/29
<input type="checkbox"/>	SPD Area / Break Room Data drop installed and activated for each machine Installed; waiting activation	Peg	8/29
<input type="checkbox"/>	Labor and Delivery Data drops installed and activated for each machine Installed; waiting activation	Peg	8/29
<input checked="" type="checkbox"/>	IP addresses provided for each machine	Peg	8/29
<input checked="" type="checkbox"/>	Port 443 and 80 open for machine to server communications	Peg	8/29
<input type="checkbox"/>	Provide data jack number for each location		
<input type="checkbox"/>	Customer hosted server		
<input type="checkbox"/>	Ensure User Registration and clearView all whitelisted		
Scrub Sizes and Badge Data Collection (Copy and Paste what is on Keys to Success)			
<input type="checkbox"/>	All user registered		
Physician and Staff Communication			



<input type="checkbox"/>	Communication to physicians and staff about new technology	Team	
<input type="checkbox"/>	Installation dates and training times provided to appropriate staff	Team	
<input type="checkbox"/>	Communicate access to scrubs during installation week	Team	
Scrub Suit Inventory Availability			
<input type="checkbox"/>	Sufficient inventory available (Recommended 4x's machine capacity)	Kelly	
<input type="checkbox"/>	Linen technician available for loading scrubEx during installation according to the agreed upon training schedule	Kelly	
Implementation			
<input checked="" type="checkbox"/>	Hospital access requirements for IPA team verified - Once onsite technicians will contact Kathy or Kelly	Kathy	8/22/2017
<input type="checkbox"/>	Confirm Super User Cards	Kathy	
<input type="checkbox"/>	Confirm key stakeholders will be available and on-site: <input type="checkbox"/> IT <input type="checkbox"/> Facilities <input type="checkbox"/> EVS/Linen <input type="checkbox"/> Nurse/Area Managers Train the Trainer	Peg Rob Kathy / Kelly Nurse Managers	

I agree that all tasks outlined in the above document are complete or will be completed by the agreed upon date. If conditions are not met as agreed upon any change would be subject to the change order process as outlined in the Statement of Work (SOW).

Print Name

Signature

Date



Exhibit 2



coverCare – We've Got You Covered

Total Protection. Expert Support.

coverCare is a comprehensive service and preventative maintenance protection plan offered with all IPA products. *coverCare* is designed to optimize your service experience, create peace of mind, and is included in your monthly subscription payment.

coverCare Includes:

- Unlimited phone support from our experienced Customer Service Engineers
- On-site service call labor from our 300+ factory-trained technicians
- All repair and preventative maintenance parts
- An annual Preventative Maintenance Visit, including a 100+ point equipment inspection
- Applicable software / firmware updates as needed
- Same-day service for requests made before noon

Annual Preventative Maintenance Visit Provides Proactive Protection

The annual Preventative Maintenance Visit provided with *coverCare* is designed to ensure your equipment continues to run efficiently and effectively. The on-site visit includes a 100+ point equipment inspection, cleaning, adjustments, and any required repairs. Software and firmware updates, to the latest version applicable based on equipment model, are included as needed at no additional charge. In addition, IPA will analyze and optimize your system configuration and provide operational training as needed.

coverCare excludes issues related to the hospital network and / or servers, as well as any issue caused by intentional damage to the system. Your organization may be billed for these excluded issues. Additionally, *coverCare* excludes equipment upgrades or moves; these services will be quoted on a case-by-case basis.

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

With *coverCare*, customers have unlimited access to our remote and on-site support teams. Our experienced Customer Service Engineers are available to provide live troubleshooting phone support seven days a week. With the ability to monitor your system's performance remotely, our phone support team can quickly resolve many issues that occur.

If a problem occurs at a customer site, the Primary Customer Contact should call IPA at 888-200-4797, where he or she will be connected to the first available Customer Service Engineer. If needed, one of our more than 300 factory-trained Field Technicians can be dispatched to address the problem in person. Field Technicians are dispatched Monday through Friday during local business hours (8:00 AM – 5:00 PM), except for major holidays. After-hours and holiday dispatches, when available, are an additional charge.

For *coverCare* customers, a technician will arrive on-site to respond to a repair service ticket as follows (all times are local):

- **Same Day Service:** Requests received before NOON on a business day will be responded to by 5:00 PM the same day.
- **Next Day AM Service:** Requests received after NOON but before 5:00 PM will be responded to by NOON the following business day.
- **Next Day PM Service:** Requests received after 5:00 PM or anytime on a non-business day will be responded to by 5:00 PM the following business day.

LIMITED WARRANTY

IPA Products and Software are warranted in accordance with the applicable limited warranty set out below ("Warranty"). The Warranty is effective only upon payment in full for the item(s) to be warranted, extends only to Buyer, and may not be transferred to third parties by operation of law or otherwise. The Warranty may be altered or terminated by IPA in whole or in part for future sales at any time, without prior notice. No employee, agent, dealer, reseller, or other person is authorized to modify, vary, or extend the Warranty or to assume for IPA any other liability in connection with its Products.

Products: IPA warrants all parts contained in the scrubEx, aEx, scrubBank, and/or scrubXchange units manufactured by IPA to be free from defects in material and workmanship under normal use and service. Products not manufactured by IPA but part of the IPA units are not subject to this limited warranty.

Software: IPA warrants that the proprietary software programs will operate substantially in accordance with Seller's published functional specifications at time of sale, in each case under normal use, provided that the software is hosted on the third-party servers managed by IPA. IPA does not warrant that the operation of the Software will be uninterrupted or error free. This limited warranty is extended solely to the original purchaser of and no successors, assigns or transfers.

Warranty Period: This limited warranty extends for one year from the installation date ("Go Live").

Limited Remedy: Any breach of the foregoing warranties must be reported prior to expiration of the applicable warranty period, and Buyer's exclusive remedy and IPA's entire liability for breach of the foregoing warranties will be repair or replacement, at IPA's option, of the non-conforming Product or part.

Exclusions: This limited warranty is void if the Product has been subjected to alteration (including firmware or software additions or modifications), neglect, misuse or abuse; if any repairs have been attempted by anyone other than IPA or its authorized agent, or if the failure is caused by accident, act of God, electrical power surges, or other causes external to the Products, or other causes beyond the control of IPA. Neglect, misuse and abuse include, without limitation, any installation, movement, operation or maintenance of the product other than in accordance with IPA manuals. This limited warranty is void if the equipment is installed outside of the United States of America or Canada. Expendable items or consumables such as, but not limited to, bar code labels are not covered by this warranty.

Certain Legal Limitations: The foregoing warranties give Buyers specific legal rights which may vary based on local law. When, under applicable law, implied warranties are not allowed to be excluded in their entirety, such warranties will be limited to the duration of the applicable written warranty.

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