



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.1
(ID # 23703)

MEETING DATE:

Tuesday, January 23, 2024

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS) - MEDICAL CENTER: Approve the Professional Service Agreement with SECURITAS HEALTHCARE LLC for HUGS Infant Protection System for three years with the option to renew for two additional one-year periods; All Districts. [Total cost \$1,203,631, up to \$120,363 in additional compensation, 100% Hospital Enterprise Fund - 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with SECURITAS HEALTHCARE LLC for HUGS Infant Protection System for a total aggregate amount of \$1,203,631 for three years with the option to renew for two additional one-year periods, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that exercise the options of the original Agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total contract amount.


ACTION:Policy


 Jennifer Cruikshank, Chief Executive Officer - Health System 11/30/2023

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
 Nays: None
 Absent: None
 Date: January 23, 2024
 xc: RUHS-Medical Center

Kimberly A. Rector
 Clerk of the Board
 By: 
 Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,050,575	\$ 38,264	\$ 1,203,631	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% RUHS Enterprise Fund – 40050			Budget Adjustment:	No
			For Fiscal Year:	23/24-27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside University Health System-Medical Center (RUHS-MC) uses Stanley HUGS Infant Protection Tags for newborn babies predominantly in the Labor and Delivery department. The tags are placed on a newborn's ankle and will alert hospital authorities if the wearer approaches areas outside of designated locations of the Medical Center.

The current system including support and maintenance agreement was originally procured through the vendor Advantage Medical Inc. (AMI), a Securitas Healthcare (formerly known as Stanley Healthcare) authorized reseller for HUGS Infant Protection System. Stanley ended their relationship with AMI in December 2019 and begin contracting with TRL Systems as their authorized service provider.

Effective August 2024, the current vendor will no longer support the current system. This new agreement will allow RUHS-MC to replace the current system and obtain maintenance and support moving forward from SECURITAS HEALTHCARE LLC.

Impact on Residents and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY23/24 budget. No additional County funds are required.

Contract History and Price Reasonableness

Board approval of this Agreement is required as it exceeds the \$750,000 threshold authorized under the Patient Care Resolution No. 2021-116.

Effective August 2024, the current vendor will no longer support the current system. A new contract is required to replace the system and provide maintenance moving forward.

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Securitas has extended Vizient pricing on the hardware and software for this 5 year agreement, which includes a discount ranging from 3% to 45.39%.

**ATTACHMENTS: PROFESSIONAL SERVICE AGREEMENT WITH SECURITAS
HEALTHCARE LLC**



Meghan Hahn, Director of Procurement 1/2/2024



Douglas Cordonez Jr. 1/2/2024



Gregg Gu, Chief Deputy County Counsel 1/2/2024

PROFESSIONAL SERVICE AGREEMENT

for

HUGS Infant Protection System

between

COUNTY OF RIVERSIDE

and

SECURITAS HEALTHCARE LLC



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BOS Agenda 3.22 dated 6/15/2021
Form #116-310 – Dated: 3/21/2019

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This Agreement, made and entered into as of the date of last signature of both parties (“Effective Date”), by and between Securitas Healthcare LLC, a Delaware limited liability company (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in (a) Exhibit A, Appendix 2 - Installation Services, at the prices stated in Exhibit B, Quote Number: Q-267603, and Exhibit G – High Level Project Requirements and Scope of Work; and (b) Exhibit G – Support and Maintenance Terms, at the prices stated in Exhibit B, Quote Number: Q-267603.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform the services in conformance to and consistent with the standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement, except pursuant to a separate written agreement between the parties.

1.4 Acceptance by the COUNTY of the CONTRACTOR’s performance under this Agreement does not operate as a release of CONTRACTOR’s responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for a period of three (3) years from the effective date, unless terminated earlier. Upon expiration, the parties may extend the Agreement for two additional one (1) year periods through execution of a written amendment signed by both parties. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter, except as agreed by the parties. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement. For the avoidance of doubt, COUNTY is purchasing hardware and paying for a multi-year Support and Maintenance Agreement. The terms of this Agreement

shall survive any termination or expiration of this Agreement with respect to such Support and Maintenance Agreement for the duration of the support term.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Quote Number: Q-267603. Maximum payments by COUNTY to CONTRACTOR shall not exceed one million one hundred seventy-eight thousand nine hundred forty-three dollars and ninety-seven cents (\$1,203,630.91) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B or the applicable Statement of Work, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases to the prices for Support and Maintenance Services will be permitted during the first year of this Agreement, except if COUNTY purchases additional hardware or software that is to be covered by Support and Maintenance Services which will result in an increase in the fees for Support and Maintenance Services. No retroactive price adjustments will be considered. Any price increases to the prices for Support and Maintenance Services must be stated in a written amendment to this Agreement. If COUNTY desires to purchase additional hardware, software, or services, COUNTY shall request a quote for such items from CONTRACTOR. CONTRACTOR shall provide COUNTY a Quote for such additional items based upon CONTRACTOR's then-current pricing. If COUNTY desires to purchase such additional items, the parties shall enter into an amendment to this Agreement for such purchase.

3.3 For Support and Maintenance services, CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR annually and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. For Products purchased and Software licensed from CONTRACTOR by COUNTY, COUNTY shall pay CONTRACTOR payment shall be made to CONTRACTOR within thirty (30) days following receipt of the invoice for the Products or Software license.

Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Information Services Department
26520 Cactus Avenue
Moreno Valley, CA 92555

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Purchase Order number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 This Agreement may only be amended by a written amendment executed by both parties.

5. Termination

5.1. Each party may terminate this Agreement without cause upon 90 days written notice served upon the other party stating the extent and effective date of termination. In case of termination by COUNTY pursuant to this Section 5.1, COUNTY shall pay CONTRACTOR for all work performed, expenses incurred, and products ordered through the effective date of termination.

5.2 Either party may terminate this Agreement immediately if the other party: (a) fails to cure any material breach of this Agreement within 30 days after it has received notice of such material breach.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR’s performance up to the date of termination in accordance with this Agreement. COUNTY shall not, however, be entitled

to a refund of any prepaid, but unused fees for the one (1) year term for Maintenance and Support services.

5.5 Intentionally omitted.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of each party provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

CONTRACTOR (and its licensors, as applicable) shall retain all Intellectual Property Rights (including, without limitation, all worldwide right, title and interest, related goodwill, and confidential and proprietary information) in and to i) the products, software, documentation, and its Confidential Information; ii) any third party products included in the products, software, documentation, or confidential information or that CONTRACTOR otherwise provided to COUNTY (“Third Party Product”); and iii) any modifications and any derivative works based on or including any part of the products, documentation and Confidential Information. COUNTY’s rights to the aforementioned items are limited to the rights expressly granted in this Agreement. No course of conduct or other construction or interpretation shall be construed to grant COUNTY any rights other than those expressly provided in this Agreement. COUNTY shall not use any Third Party Product separately or apart from the software.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR’s performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest, which is known to CONTRACTOR, shall be employed or retained by CONTRACTOR under this Agreement. The

CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 COUNTY shall have ten (10) days (unless a different period of time is specified in the applicable statement of work (a "SOW")) following the date on which a deliverable produced during a phase is delivered to it by CONTRACTOR to complete inspection and/or testing of such deliverable (the "Acceptance Period"). If COUNTY accepts the deliverable, COUNTY shall execute CONTRACTOR's user acceptance document. If the deliverable does not materially comply with the acceptance criteria stated in the applicable SOW, COUNTY may reject the deliverable by written notice of rejection to CONTRACTOR. A written notice of rejection will specify in detail the reasons the deliverable fails to meet the relevant criteria. CONTRACTOR will correct any material deficiencies and will retender the deliverable to COUNTY for review and approval as soon as reasonably practicable. COUNTY will have the right to accept or reject the revised deliverable in accordance with the acceptance criteria and this paragraph. The process described herein shall repeat until CONTRACTOR corrects all material deficiencies and the deliverable materially complies with the acceptance criteria stated in this SOW. If the deliverable produced during a phase does not materially conform to the acceptance criteria following three (3) iterations of the procedure outlined above, then COUNTY may reject the deliverable by providing CONTRACTOR a notice of final rejection and may terminate the SOW upon written notice to CONTRACTOR (a "Service Termination"). In the event of a Service Termination, CONTRACTOR shall refund to COUNTY any prepaid, but unused fees. For clarity, however, COUNTY shall not be entitled to a refund for any fees paid for previously accepted deliverables. If no written notification of rejection is received by CONTRACTOR within the Acceptance Period or if the deliverables are utilized for purposes other than testing, regardless of whether COUNTY executes CONTRACTOR's user acceptance document, the deliverables shall be deemed accepted by COUNTY. CONTRACTOR shall have no obligation to return or refund for services or deliverables that have been accepted by COUNTY.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility. Covered Individuals shall be any individual performing services hereunder who does not meet the definition of Ineligible Person.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals providing Services to COUNTY hereunder within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals providing Services to COUNTY hereunder shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly to COUNTY under this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual providing Services to COUNTY hereunder has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity providing Services to COUNTY hereunder is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement. Notwithstanding the foregoing, CONTRACTOR may subcontract work or services to Comtel Systems Technology, Inc. without the written approval of COUNTY, provided that CONTRACTOR shall ensure that all of Comtel Systems Technology, Inc., performs in accordance with the terms and conditions of this Agreement. CONTRACTOR shall be fully responsible for all of Comtel Systems Technology, Inc.'s performance under this Agreement, and liable for any of Comtel Systems Technology, Inc.'s non-

performance under this Agreement and all of Comtel Systems Technology, Inc.'s acts and omissions related to this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Intentionally omitted.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's fees charged to COUNTY related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least four years

following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The parties do not intend for CONTRACTOR to create, receive, maintain, or transmit any protected health information on behalf of COUNTY for a function or activity regulated by this the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If the nature of the parties’ relationship should change causing CONTRACTOR to become COUNTY’s business associate (as defined in HIPAA), the parties shall execute a mutually acceptable business associate agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Information Services Business Office
14375 Nason St.
Moreno Valley Ca 92555

CONTRACTOR

Attn: Corporate Counsel
Securitas Healthcare LLC
4600 Vine St., Lincoln, NE 68503

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, such as acts of God, acts of war, civil disorders, pandemics, governmental action, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall defend, indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, and employees (individually and collectively hereinafter

referred to as Indemnitees) from any liability, or damage whatsoever, incurred in connection with a third party claim or action arising out of damage to physical property damage, bodily injury, or death due to the negligence or willful misconduct of CONTRACTOR or its subcontractors.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's

limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) Intentionally omitted.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and

certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, the parties may revise the insurance requires by written agreement executed by both parties.

6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. Product Sales and Software Licenses; Product and Software Warranty

23.1 COUNTY may purchase products and software licenses ("Software" and together with the products, "Products") from CONTRACTOR pursuant to this Agreement. All Product purchases shall be also be governed by the terms of (a) CONTRACTOR's standard terms of sale attached hereto as Exhibit C ("STCs"); all of which are incorporated herein by reference. All Software is licensed and not sold. All Software licenses are governed by the terms attached hereto as Exhibit D (the "EULA"), which are incorporated herein by reference.

23.2 All Products shall be warranted in accordance with the limited warranties set forth on Exhibit E and set forth the only warranties made by CONTRACTOR. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT, ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS." CONTRACTOR AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY, LEGAL, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR

PURPOSE, OR ANY OTHER WARRANTIES ARISING OUT OF THE COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CONTRACTOR OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS STC. COUNTY MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OR STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SOFTWARE WARRANTY PERIOD AND HARDWARE WARRANTY PERIOD, AS APPLICABLE. COUNTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES OF ANY KIND WHATSOEVER HAVE BEEN MADE BY ANY OF CONTRACTOR'S SUPPLIERS.

24. General

24.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Notwithstanding the foregoing, CONTRACTOR may assign this Agreement to an affiliate or to a purchaser or all or substantially all of the assets to which this Agreement relates.

24.2 Any waiver by a party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of either party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing such party from enforcement of the terms of this Agreement.

24.3 Intentionally omitted.

24.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

24.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

24.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more than the quantities specified in this Agreement.

24.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

24.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

24.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

24.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

SECURITAS HEALTHCARE LLC, a Delaware limited liability company

By: 
CHUCK WASHINGTON
Chair Board of Supervisors

By: 
Ryan Fogarty (Nov 30, 2023 09:51 CST)

Name: Ryan Fogarty

Title: SVP Sales

Dated: 1/23/24

Dated: Nov 30, 2023

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel


By:  Nov 30, 2023
Kristine Bell-Valdez,
Deputy County Counsel

Exhibit A

Appendix 2 - Installation Services

The following terms and conditions shall apply to COUNTYs who purchase Installation Services:

1. Installation. CONTRACTOR shall install the Products listed on the relevant Quote(s) ("Products") at the COUNTY's facility ("Facility"). COUNTY shall provide not less than forty-five (45) days prior written notice to CONTRACTOR of the date on which the Facility shall first be made available to CONTRACTOR to commence installation (the "Availability Date"). Before CONTRACTOR reports to the Facility to install the Products on or after the availability date, the Facility will be in "move in" condition (i.e. walls painted, flooring installed, any furniture on which CONTRACTOR is to install the Products is installed, drop or tile ceilings installed, electrical work complete, all electronic devices installed and operational). Unless otherwise agreed, CONTRACTOR shall make every effort to complete the installation of Products at the Facility within fifteen (15) business days after the Availability Date. CONTRACTOR shall furnish all hardware, supplies, labor and other items necessary for installation of the Products at the Facility except as provided by COUNTY pursuant to this Agreement. CONTRACTOR warrants that installation work performed will be done in a neat and professional manner but makes no other express or implied warranty with respect to its installation work. CONTRACTOR shall use commercially reasonable efforts to make timely delivery and installation. All stated delivery or installation dates are approximate.
2. COUNTY Assistance. The COUNTY shall, at its expense, on the date of or prior to delivery of the Products to the Facility, and at all times thereafter during the period of Installation Services hereunder:
 - a. provide CONTRACTOR with full and accurate information as to the Facility floor plan and Facility profile;
 - b. allow CONTRACTOR employees or agents free access to the Facility at all hours consistent with the requirements of the installation;
 - c. assure that the Facility meets all applicable environmental requirements as may be set forth in the relevant User's Manual, Installation Instructions, or Pre-Install Checklist that may be provided by CONTRACTOR, and, as necessary, obtain the consent of the landlord or mortgagor or other third parties having an interest in the Facility, to install the Products;
 - d. obtain any necessary state or local building or usage permits, licenses and approvals, and other authorizations required by state administrative agencies or the Federal Communications Commission in order to install and operate the Products in the Facility in accordance with the rules and regulations of any applicable Federal, state or local regulatory agency. Neither CONTRACTOR nor any of its employees is an agent or representative of the COUNTY in FCC or state regulatory matters or otherwise.

CONTRACTOR, however, may assist in the preparation of the license application with the COUNTY;

- e. provide suitable space required for the installation and operation of the Products. COUNTY shall remove any shortwave or other radio Products from the Facility that could impair the Products function;
- f. provide a secure storage area at the Facility or at such other location as COUNTY may designate where the Products can be safely stored pending installation;
- g. provide high speed Internet access in accordance with specifications to be provided by CONTRACTOR;
- h. appoint at least one "System Administrator" who shall be responsible for learning the Products and who shall be given access to all system password levels; designate in advance of installation commencement those individuals who shall have authority to sign a change order and represent the Facility in this capacity, and at least one of those individuals must be accessible during installation. If no one is available at the Facility to sign a necessary change order and project completion is delayed as a result, CONTRACTOR reserves the right to assess additional labor charges commensurate to the time period of such delay;
- i. if applicable, provide such 110-120 VAC electrical outlets and power supplies as may be specified by CONTRACTOR;
- j. if applicable, run 4-conductor shielded cables from each monitored area to the Remote Nurse Station with Pre-Alert. (If COUNTY prefers that CONTRACTOR purchase and run the cable, the cost for these will be included as separate line items in the Quote. Conduits for access through fire walls must be present or provided by COUNTY in compliance with local codes.);
- k. if applicable, run 2-conductor cables from each Magnetic Lock to the fire alarm panel. Connection of the cable to the fire alarm panel must be done by a licensed fire alarm technician in accordance with state and local codes. The cost for such connection is not included in the COUNTY Quote. If the Facility prefers that CONTRACTOR purchase and run the cable, the cost for these will be included as separate line items in the Quote. Conduits for access through fire walls must be present or provided by the Facility in compliance with local codes.);
- l. if applicable, run CAT5 cable to receivers and satellite receivers and/or to any I/O-8 module and/or to any Weigand interface module and/or to any RS485 repeater. If COUNTY prefers that CONTRACTOR purchase and run the cable, the cost for these will be included as separate line items in the Quote. Conduits for access through fire walls must be present or provided by COUNTY in compliance with local codes.

- m. if applicable, contact elevator technicians to install any elevator equipment and cabling necessary to interface with Products. Costs for elevator equipment and associated cables are not included in CONTRACTOR's Quote.
- n. ensure that all areas impacted by the installation shall be free of patients, COUNTY personnel, equipment, furnishings, and all other obstacles so that the installation can be safely and efficiently conducted by CONTRACTOR;
- o. ensure that residents are provided advance notice if and when installers are required to enter their room or residence in order to install, configure, test, or repair Products. COUNTY is responsible for providing staff escorts to assist installers in gaining access to resident rooms or residences in a timely manner during installation timeframe. COUNTY is required to notify the CONTRACTOR Project Manager of any time or access restrictions to resident rooms or residences or any other areas where Products will be installed, prior to scheduling of installation. COUNTY is responsible for any additional trip and hourly charges needed to access room or residences resulting from COUNTY's failure to provide access to installers;
- p. any required connections to a fire panel or other fire alarm connection point will be done by a qualified fire alarm technician in accordance with state and local codes. Coordination and related expenses of such fire alarm technicians will be solely the responsibility of COUNTY. Access through fire walls will also be present or provided in compliance with local codes. Unusual building construction (i.e., areas known to present wire run difficulties, will be disclosed to CONTRACTOR prior to quotation of installation charges);
- q. dedicate the Products exclusively to the operation of the CONTRACTOR's Software and agrees not to use such Products to operate any other computer programs or Software not supplied by CONTRACTOR. COUNTY also agrees to not network the Products with other computer system networks that are not installed by CONTRACTOR unless approved and directed by CONTRACTOR when required for operation of CONTRACTOR's Software or Products. In instances where the Products are connected to a network not installed and configured by CONTRACTOR, CONTRACTOR will not be responsible for disruptions of Products, services or any consequences resulting from said disruptions that are caused by outages of the third-party network or by changes made to this network. COUNTY is responsible for any costs associated with configuring or servicing networks not installed by CONTRACTOR including but not limited to the costs of labor for information technology specialists, network cabling, network hardware, and subscription costs for access to the Internet;
- r. provide CONTRACTOR on a timely basis with specific user requirements for the configuration of paging zones, including resident room numbers, the location of call points, escalation settings within the Product's Communication System, and such other information as CONTRACTOR may reasonably request prior to commencement of the system

installation. Return trips by CONTRACTOR technicians to configure paging zones and escalation settings or when other specific user requirements are not provided as such may result in additional trip and labor charges to the COUNTY.

3. Additional Charges. CONTRACTOR reserves the right to assess usual and customary trip charges or travel expenses if, upon arrival at the Facility, any of the above-listed responsibilities have not been carried out by the COUNTY to the extent that the commencement or completion of work is delayed and/or a return visit(s) must be scheduled. COUNTY shall complete and return to CONTRACTOR the "Pre-Install Checklist", if provided and referenced in 2 (c) above, which shall serve as COUNTY's written representation that the building is or will be "ready" for CONTRACTOR to begin its work on the install date mutually agreed upon by the parties. Installation charges in the Quote are based in part on straight-time wages to be paid to CONTRACTOR's workers during a normal work week. CONTRACTOR reserves the right to assess additional charges if the job requires weekend or excess overtime hours.
4. Change Orders. COUNTY shall designate in advance of project commencement those individuals who shall have authority to represent the Facility with respect to signing a Change Order, and at least one of those individuals must be accessible during installation. If no one is available at the facility to sign a necessary Change Order and project completion is delayed as a result, CONTRACTOR reserves the right to assess additional labor charges commensurate to the time period of such delay.
5. Acceptance. COUNTY shall have ten (10) days (unless a longer period of time is specified in the applicable statement of work (a "SOW")) following the date on which a deliverable produced during a phase is delivered to it by CONTRACTOR to complete inspection and/or testing of such deliverable (the "Acceptance Period"). If COUNTY accepts the deliverable, COUNTY shall execute CONTRACTOR's user acceptance document. If the deliverable does not materially comply with the acceptance criteria stated in the applicable SOW, COUNTY may reject the deliverable by written notice of rejection to CONTRACTOR. A written notice of rejection will specify in detail the reasons the deliverable fails to meet the relevant criteria. CONTRACTOR will correct any material deficiencies and will retender the deliverable to COUNTY for review and approval as soon as reasonably practicable. COUNTY will have the right to accept or reject the revised deliverable in accordance with the acceptance criteria and this paragraph. The process described herein shall repeat until CONTRACTOR corrects all material deficiencies and the deliverable materially complies with the acceptance criteria stated in this SOW. If no written notification of rejection is received by CONTRACTOR within the Acceptance Period or if the deliverables are utilized for purposes other than testing, regardless of whether COUNTY executes CONTRACTOR's user acceptance document, the deliverables shall be deemed accepted by COUNTY. CONTRACTOR shall have no obligation to return or refund for services or deliverables that have been accepted by COUNTY.
6. CONTRACTOR shall have the right to terminate this Agreement, at its sole discretion, based upon COUNTY's failure to obtain regulatory approval and/or CONTRACTOR's site review. In the event

CONTRACTOR terminates this Agreement under this paragraph, CONTRACTOR shall refund to COUNTY all amounts paid for Installation Services to the date of termination less 20%.

Exhibit B Quote

Client: Riverside University Health System – **Hugs Upgrade**
 Account Number: 1360166
 Partner: TRL Systems Inc

Date: November 7, 2023
 Quote Valid Until: 12/29/2023
 Quote Number: **Q-267603**

Contact Information	
Riverside University Health System Contact	Securitas Healthcare Contact
Joshua Alexander, CIO <j.alexander@ruhealth.org>	Sam Richardson Client Executive sam.richardson@securitashealthcare.com

Client Information	
Riverside University Health System	
Billing Address 26520 Cactus Ave Moreno Valley California 92555	PO's must be made out to Securitas Healthcare LLC Address: 4600 Vine St. Lincoln, NE 68503

Software						
SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
MVHA-2200	License for MobileView High Availability - License includes the Esper Event Engine high availability license. License also includes any additional gateways that will need to be connected to any location source that will be in failover mode (Active-Passive configuration). License does not include any clustering software that may be required for the OS or for the databases. License is perpetual, support & maintenance fee is annual. This SKU includes the support and maintenance fee for the first year only.	\$22,495.20	45.39%	\$12,284.63	1	\$12,284.63
ENG-4000	AeroScout Location Engine for Non-Cisco Environment - AeroScout Location Engine License for Tracking Wi-Fi and BLE Tags and devices in a non-Cisco environment.	\$0.00	0%	\$0.00	1	\$0.00
MVINFS-1000-L150	MobileView Hugs Enterprise Infant Protection Software License (100 - 150 Infants) - Hugs Enterprise Infant Protection software license per simultaneously monitored infant (101 - 150 infants). Includes 50 user Instant Notifier License	\$823.67	32.39%	\$556.88	110	\$61,256.80

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Software						
SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
ENGHA-2000	AeroScout Engine High Availability License - License for Engine High Availability.	\$0.00	0%	\$0.00	1	\$0.00
					Total	\$73,541.43

Hardware						
SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
GW-3100	Gateway GW3100 - Gateway GW3100. Supports Wi-Fi and BLE receivers, Static IP and DHCP, Network switching	\$380.69	36.72%	\$240.90	34	\$8,190.60
EX-5200	EX5200 Exciter - Long range LF Exciter (up to 6.5m/21 ft). Includes 48VDC input, Ethernet, and PoE interface. Does not include the power supply.	\$1,038.24	45.39%	\$566.98	9	\$5,102.82
EX-5500	EX5500 Controller - Controller unit with embedded Low Frequency Exciter, Wi-Fi receiver and onboard I/O module for door and elevator control.	\$6,343.65	36.72%	\$4,014.26	28	\$112,399.28
CGS-HGS-1000-U	Hugs Wi-Fi Tag Charger - US and Japan - Charger for Hugs Wi-Fi infant protection tag with capacity for up to 24 tags. 110/220V AC (autoselect) - U.S. and Japan outlet.	\$2,018.80	28.05%	\$1,452.53	5	\$7,262.65
TAG-HGS-1000-I	Hugs Wi-Fi Tag with 2-Year Warranty for IBSS Mode - Wi-Fi infant protection tag with rechargeable battery - 2 year warranty for use within a Wi-Fi infrastructure requiring IBSS Mode.	\$259.56	28.05%	\$186.75	110	\$20,542.50
ANT-4210	ANT4210 External LF Antenna - External LF Antenna Unit for EX4200, EX2000B and EX5200 Exciters, and for the EX5500 and EX5700 Controllers. The New External antenna has an up to date look and feel and variety of mounting options. In addition the attached cable is hidden when mounted on the ceiling	\$112.88	38.56%	\$69.35	13	\$901.55
EXAC-STD-1000	Standard Exciter Mounting Kit - Multi-ceiling On-grid Exciter Mounting Kit for Exciters and off-grid mounting option for External Antennas/Speakers Supports recessed ceiling tiles and 3 types of ceiling grids: - 1" Ceiling Grid	\$13.84	19.36%	\$11.16	44	\$491.04

Hardware						
SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
	<p>- 1/2" Ceiling Grid - Slot Grid</p> <p>Fits the following Exciter Models: EX3210, EX4100, EX4110, EX4200, EX5000, EX5200, EX5500, External Speaker/Antenna.</p> <p>Off-grid mounting option is recommended for External Exciters/Speakers and EX3210 Exciters only</p> <p>Each kit can be used for a single Exciter or for two External Units.</p>					
GWMK-CADDY-1000	Caddy Mounting Kit - Gateways GW3xxx -	\$16.80	17.02%	\$13.94	34	\$473.96
GWMK-RAIL-1000	Rail Mounting Kit - Gateways GW3xxx - Rail Mounting Kit for Gateways GW3xxx	\$23.07	16.99%	\$19.15	34	\$651.10
EXAC-HDUTY-1000	Heavy Duty, Off-Grid, Exciter Mounting Kit - Mounting Kit for mounting in the center of a floating ceiling tile when mounting on the ceiling grid is not possible or when heavy duty mounting is needed. Fits the following Exciter Models: EX3210, EX4100, EX4110, EX4200, EX5000, EX5200, EX5500, External Speaker/Antenna. Each kit can be used for a single Exciter or External Unit.	\$23.07	19.38%	\$18.60	50	\$930.00
806A1421	Hugs - Patient Protection Short Band, 7", 100 Pack - Hugs - Patient Protection Short Band, 7", 100 Pack	\$318.00	3%	\$308.46	10	\$3,084.60
806A2021	Hugs - Patient Protection Long Band, 12", 100 Pack - Hugs - Patient Protection Long Band, 12", 100 Pack	\$594.00	3%	\$576.18	3	\$1,728.54
EXAC-143	Wall Mount Bracket for EX5500 and EX5200 Exciters - Wall mounting bracket for installing EX5500 and EX5200 Exciters, including screws and anchors	\$40.38	13.32%	\$35.00	27	\$945.00
					Total	\$162,703.64

Professional Services

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SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
PSP-PSO-2-SDC	Project-based Professional Services - Planning, Design & Configuration - Securitas Healthcare Solution Planning, Design & Configuration Services, may include Workshop planning, staging, system setup and configuration; and Project Management oversight. (Please refer to the Project Requirements and Scope of Work document for details).	\$39,712.00	0%	\$39,712.00	1	\$39,712.00
PSP-PSO-4-TGL	Project-based Professional Services - Testing, Training, Go-live and Turnover - Securitas Healthcare Infrastructure Solution Test, UAT, Training, Go-live and Turnover services. May include User Acceptance Testing, Administrator training, User training, onsite/offsite Go-live support and project Turnover services. (Please refer to the Project Requirements and Scope of Work document for details).	\$62,308.00	0%	\$62,308.00	1	\$62,308.00
PSP-PSO-3-ID	Project-based Professional Services - Infrastructure Deployment - Securitas Healthcare Infrastructure Deployment Services, may include Exciter survey, configuration, and test (when appropriate); location optimization, analysis and application; and system configuration audit. (Please refer to the Project Requirements and Scope of Work document for details).	\$49,074.00	0%	\$49,074.00	1	\$49,074.00
PSP-ASP-DECOM	Authorized Service Provider Pre-existing IP-PP System Device Decommissioning - Securitas Healthcare Fulfillment Partner removal of abandoned Infant & Patient Protection system equipment. May optionally include abandoned cable removal.	\$32,592.00	0%	\$32,592.00	1	\$32,592.00
PSP-ASP-PPCUTOVER	Authorized Service Provider IP-PP System Device Cutover - Securitas Healthcare Fulfillment Partner cutover services for door control and alarming notification systems to new Infant & Patient Protection solution.	\$35,502.00	0%	\$35,502.00	1	\$35,502.00
PSP-ASP-OSHDP	Authorized Service Provider HCIA (OSHDP) Submittal Assistance - "Securitas Healthcare Fulfillment Partner HCIA (OSHDP) Submittal Assistance and Documentation (per SOW)."	\$26,543.00	0%	\$26,543.00	1	\$26,543.00
PSP-ASP-PPLV-I	Authorized Service Provider Low	\$385,854.00	0%	\$385,854.00	1	\$385,854.00

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Professional Services						
SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
	Voltage Equipment Installation - "Securitas Healthcare Fulfillment Partner Low Voltage Equipment Installation supporting Infant & Patient Protection Solutions."					
PSP-ASP-PPLV-P	Authorized Service Provider Low Voltage Equipment Provision - "Securitas Healthcare Fulfillment Partner Low Voltage Equipment Provision supporting Infant & Patient Protection Solutions."	\$93,821.00	0%	\$93,821.00	1	\$93,821.00
					Total	\$725,406.00

T&E						
SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
PSP-PSO-PRJ-TE	Project-based Travel and Living Expenses - Securitas Healthcare PSO Project Installation Package travel expenses.	\$25,248.00	0%	\$25,248.00	1	\$25,248.00
					Total	\$25,248.00

Year 1 Support & Maintenance – <i>Period to begin after final user acceptance testing</i>						
SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
MSA-YR1-Standard	Year 1 Software Support & Maintenance - Initial year maintenance	\$38,264.00	0%	\$38,264.00	1	\$38,264.00
MSA-ASP-ONSITE	Authorized Service Provider First Year Onsite Support - Securitas Healthcare Fulfillment Partner first-year onsite support services for complete solution as defined in SLA agreement(s).	\$25,411.00	0%	\$25,411.00	1	\$25,411.00
					Total	\$63,675.00

Software Support & Maintenance annual renewals – Years 2 – 5						
SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
MSA-01-STANDARD	Year 2 Software Support & Maintenance Renewal - Annual Maintenance Renewal	\$38,264.00	0%	\$38,264.00	1	\$38,264.00
MSA-01-STANDARD	Year 3 Software Support & Maintenance Renewal - Annual Maintenance Renewal	\$38,264.00	0%	\$38,264.00	1	\$38,264.00
<i>Optional Year 4</i>						
MSA-01-STANDARD	Year 4 Software Support & Maintenance Renewal - Annual Maintenance Renewal	\$38,264.00	0%	\$38,264.00	1	\$38,264.00

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Software Support & Maintenance annual renewals – Years 2 – 5

SKU	Product Name and Description	List Price	Discount	Client Price	QTY	Total Price
<i>Optional Year 5</i>						
MSA-01- STANDARD	Year 5 Software Support & Maintenance Renewal - Annual Maintenance Renewal	\$38,264.00	0%	\$38,264.00	1	\$38,264.00

Quote Total | **\$1,203,630.91**

Quote currency is USD

All pre-negotiated and contracted product, services and maintenance discounts either under standard contract or MSA were applied, at minimum, to the pricing included in this Product Quote.

Preliminary Notes and Assumptions (to be finalized in Statement of Work)

PROJECT ASSUMPTIONS AND NOTES - SUPPORTING OPP # 1092716

IMPORTANT NOTES

IMPORTANT NOTE: AeroScout Ultrasound Exciters & Tags WILL experience OPERATIONAL ISSUES from 40 kHz (35 kHz – 45 kHz) Ultrasonic interference (room presence, motion, pneumatic tube bin, etc.)!

IMPORTANT NOTE: AeroScout Low Frequency Exciters & Tags WILL experience OPERATIONAL ISSUES from 125 kHz HID Card Reader interference unless special design and protocol considerations are employed!

IMPORTANT NOTE: AeroScout RTLS Tags utilize 2.4 GHz Wi-Fi coverage and are INCOMPATIBLE with Cisco Systems' FLEXIBLE RADIO ASSIGNMENT. One radio MUST BE MANUALLY CONFIGURED to support 2.4 GHz on a sufficient quantity of Access Points (placed for RTLS location tracking).

ASSUMPTIONS

General

- Securitas Healthcare will deploy project as one continuous effort (or addition charges may apply)
- A Site Visit WAS PERFORMED to validate Exciter design against door/ elevator/ room requirements.
- Exciter Design HAS BEEN reviewed with customer to confirm BOM quantities and services.
- Securitas Wi-Fi Evaluation HAS BEEN performed to qualify coverage for Hugs Infant and/or Patient Protection.

Product

INCLUDES High Availability licensing for - AeroScout Location Engine - Mobileview Server.
CUSTOMER MUST PROVIDE the IP Load Balancer Required for High Availability Operation.

Services

- INCLUDES Securitas Professional Services and Authorized Service Provider Services as noted above.
- INCLUDES (4) total Super/End-User training day(s). PLEASE see Project Requirements and Statement of Work for Details.
- Remote Access required for remote configuration services!
- Securitas Engineer will be able to use Securitas laptop for onsite configuration work.
- Securitas Healthcare will utilize NON-UNION Professional Services labor for this project unless otherwise noted.
- The Securitas Healthcare Authorized Service Provider will utilize UNION labor for all Low Voltage Security work.

Support (3rd Party)

Hugs Infant Protection solution optionally includes an Onsite Support Contract provided by Securitas Healthcare Authorized Service Provider (as noted in quote above).

Infrastructure

- Requires (68) POE DATA DROPS and associated Ethernet switch ports for Exciters.
- Requires (12) RJ-45 JUMPER CABLES for Exciter Chaining, Remote Antenna/Speaker, and Gateway SW Group connections.
- INCLUDES Physical Exciter/Controller mounting.
- INCLUDES Physical Wi-Fi Gateway mounting.
- INCLUDES Cat-6 PoE network drops/ jumper and patch cables for Exciters/Gateways. EXCLUDES ALL switch port patch cables.
- Wi-Fi Gateway network device design and configuration are the responsibility of Securitas.
- ALL Wi-Fi network device design, installation, improvements and support are the responsibility of the Customer

IT Hardware, Software, Network, Access

- For ALL Aruba AirWave implementations, Customer MUST provide Aruba/ AirWave appliance/virtual server software.
- EXCLUDES all Workstation and Server hardware and Operating System software required for this solution.
- INCLUDES Third Party Peripherals as required (Keypads, Magnetic locks, Sounders, Strobes, Head-end panels, etc.).

Permits

- EXCLUDES all permit, license fees and submissions; these are the responsibility of the Customer and/or Subcontractor
- INCLUDES Authorized Service Provider OSHPD (or similar State Agency) Submittal Assistance.

Exhibit C

Securitas Healthcare Terms and Conditions

1. **Definitions.** As used in these Standard Terms and Conditions and in any related Exhibits or Purchase Orders -

- 1.1. **"Customer"** means the person or entity issuing a Purchase Order, or on whose behalf a Purchase Order is issued.
- 1.2. **"Customer Quote or Quote"** means the document provided by Seller to Customer listing the Products and Services, with their related prices and any other information, about which the Customer has inquired. In the absence of a Master Agreement, a Customer Quote when combined with a Customer Purchase Order shall serve as the agreement between Seller and Customer (including these Standard Terms and Conditions) applicable to the sale of Products by Seller to Customer. Where there is no Master Agreement, "Customer Quote" shall be substituted for references to "Master Agreement" or "MA" in these Standard Terms and Conditions.
- 1.3. **"Designated Use"** means, subject to the terms, conditions, and licenses granted herein, (1) the right to install, load, utilize, store, and display the Software, solely for Customer's internal business purposes; and (2) to use the specific Products and components stated on the applicable Purchase Order for which Customer has paid, subject to Customer remaining current as to any applicable license or subscription payments. For the avoidance of doubt, in no event shall Customer be permitted to translate, adapt, arrange, alter, reverse engineer, or reverse compile the object code or Software.
- 1.4. **"Documentation"** means the standard written materials associated with a Product and provided by Seller to Customer.
- 1.5. **"Hardware"** means the hardware products listed on Exhibit A to the Master Agreement or, if there is no Master Agreement, on the Quote as accepted by Customer.
- 1.6. **"Intellectual Property Rights"** means any patent, copyright, trade name, trademark, service mark, mask works, trade secret, know-how, or any other intellectual property right or proprietary right, whether registered or unregistered, and whether now known or hereafter recognized in any jurisdiction.
- 1.7. **"Master Agreement"** means the agreement between Seller and Customer that sets forth the specific terms and conditions applicable to the sale of Products by Seller to Customer.
- 1.8. **"Products"** means the Hardware, Software, and related components as may be specified on Purchase Orders from time to time.
- 1.9. **"Resultant Data"** means data and information related to Customer's use of the Products or Services that is collected, developed or used by Seller in an aggregated and deidentified manner, including, without limitation, to compile statistical and performance information related to the provision and operation of the Products and Services.
- 1.10. **"Seller"** means the entity identified in the Master Agreement with the Customer.
- 1.11. **"Software"** means the software products in object code form listed on the Quote, and software embedded in Hardware and related Documentation.
- 1.12. **"STC"** means Standard Terms and Conditions.

2. Standard Terms and Conditions

These Standard Terms and Conditions apply to all transactions between Seller and Customer. They may not be modified by Customer except by the express written consent of Seller which written consent must state specifically that it is the intent of the Seller to modify these Standard Terms and Conditions. These Standard Terms and Conditions apply to, and are a part of, all Professional Service Agreements and Customer Quotes. The Standard Terms and Conditions, together with the Professional Service Agreement and or a Customer Quote, are collectively the "Agreement."

3. Purchase and Change Orders.

- 3.1. **Purchase Orders.** To purchase Products, Customer shall issue purchase orders to Seller specifying the Products, Services, quantity, applicable prices from the Customer Quote, and any other pertinent information, including but not limited to, place(s) for delivery of any Hardware, place(s) for installation of any Products, and any additional information that the circumstances may require ("**Purchase Order**"). In the event of a conflict between a Purchase Order and either the Master Agreement ("**MA**") between Seller and Customer or the Customer Quote and STC or additional Product or Service specific terms and conditions, the MA or the Customer Quote and the STC and any additional Product or Service specific terms and conditions shall control.
- 3.2. **Acceptance by Seller.** Seller may accept a Purchase Order either by providing (i) written acceptance, or (ii) actual delivery of the Products. Seller shall process Purchase Orders promptly upon receipt. Seller will notify Customer if Seller rejects a Purchase Order.
- 3.3. **Change Orders.** Changes to Product quantities or types and/or modifications to the scope of work or project in any way once the Customer Quote and the MA are signed by Customer and which will cause the total purchase price to be adjusted shall be accomplished by written, authorized change order signed by Customer (a "Change Order").

4. Delivery, Protection, and Return of Products

- 4.1. **Timing.** Seller shall use commercially reasonable efforts to fill promptly each accepted Purchase Order. Seller shall not be responsible for or incur any liability for damages, costs or expenses of any nature (whether general, consequential, liquidated, penalty, or otherwise) due to any delay in delivery.
- 4.2. **Protection.** Until all sums due to Seller are fully paid, Customer shall keep the Products free from all liens, taxes and encumbrances; shall not permit the Products to be removed from the premises without Seller's written permission; shall not make any material change in the Products without Seller's consent; and shall maintain the Products in good condition and repair, reasonable wear and tear thereof excepted. Customer assumes all risk of damage to or loss of the Products, regardless of whether insured.
- 4.3. **Return of Product.** ARIAL, FORESITE, ROAMALERT, and WANDERGUARD (including WANDERGUARD BLUE) Product may be returned at Customer's expense to Seller for a full refund of the purchase price less delivery charges under the following conditions: (a) if ordered by Customer pursuant to a Customer Quote that is in excess of the quantity installed at the Facility if returned within 30 (thirty) days of installation completion date as specified on Seller's trip report; or (b) within 30 (thirty) days of shipment if Customer cancels the Purchase Order and Product installation never commences. For both (a) and (b) above, Product must be in good condition. EXCEPTION: WRIST TAGS AND CUSTOM PRODUCTS ARE NOT RETURNABLE FOR REFUND. Failure to return Product in accordance with the above will result in a 25% restocking charge. Customer must

notify Seller in advance of its intent to return Product and must obtain a return authorization number prior to shipment of Product to Seller. This return authorization number must be printed on all returned packages.

5. Shipping, Payment, and Invoicing.

5.1. Shipping.

- (a) FOB Destination
- (b) Outside the United States, all Product ships FCA Seller's facility (Incoterms 2010).

5.2. Standalone Payments.

- (a) For HUGS WIFI, AEROSCOUT RTLS, and AEROSCOUT RTLS, Seller shall invoice Customer for all Products and Services to be performed by Seller upon shipment of the Products. Customer shall pay Seller within 30 (thirty) calendar days following receipt of the invoice.
- (b) For ARIAL, FORESITE, ROAMALERT, SPACETRAX, and WANDERGUARD (including WANDERGUARD BLUE), Seller shall invoice Customer for all Products and Services upon either partial or total installation / project completion by Seller as indicated in the Quote. Seller reserves the right, depending on credit arrangements, to invoice Customer for 1/3 of the total purchase price upon execution of this Agreement. Customer shall pay Seller within 30 (thirty) calendar days following receipt of the invoice.

5.3. **Subscription Payments.** If Customer has purchased a Product that includes a subscription fee (i.e., AEROSCOUT LINKS, FORESITE, MOBILEVIEW and SPACETRAX), Customer shall pay the subscription fee in accordance with the terms of the MA. If there is no MA, Seller shall invoice Customer at least 30 (thirty) calendar days in advance of the first day of the upcoming subscription period. Customer shall pay the invoice in full prior to the first day of the upcoming subscription period. Seller may limit functionality, suspend or terminate Customer's access to the Software if any payment is not paid when due. Seller may revise the subscription fee at Seller's discretion and will notify Customer 30 (thirty) calendar days in advance of the first day of the upcoming subscription period.

5.4. **Pricing Adjustments.** Seller shall have the right to modify or increase any Product prices, subscription fee(s), and fees for Services by providing Customer with written notice at least 30 (thirty) days in advance of the effective date of such modification or increase ("**Pricing Adjustment**").

5.5. **Late Payments.** Late payments are subject to a charge equal to 1.5% per month of the amount outstanding or the maximum allowed by law, whichever is less. Customer shall reimburse Seller for all costs and expenses (including attorney's fees) in collecting any overdue amounts.

5.6. **Taxes.** Taxes, if applicable, shall be assessed at rates in effect at time of invoicing. To avoid the imposition of state sales and/or use taxes, Customer must supply Seller with a "Tax Exemption Certificate" or appropriate other exemption certificate prior to shipment, otherwise Customer shall remain responsible for any and all state sales and/or use taxes, and Customer shall pay such tax or expense directly to Seller.

5.7. **U.S. Dollars.** All payments shall be made in U.S. dollars unless specifically noted otherwise in the Securitas Healthcare Quote.

5.8. **No Deductions or Setoffs.** All amounts payable to Seller (or to Seller's certified reseller) under the Agreement shall be paid by Customer in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason or any deduction or withholding of tax as may be required by applicable law.

6. **Customer's Product-Related Obligations.** Customer is responsible to provide, among other items as may be specified in the Agreement or Documentation:

6.1. Permanent and dedicated electrical power for the proper operation of the Products through Customer's own electrical power system;

6.2. Uninterrupted access to the site during normal business hours or whenever Seller may reasonably require it for installation, maintenance, repair, training, or other similar services contemplated under this Agreement;

6.3. All necessary licenses, permits, or other authorizations required by state or Federal administrative agencies for the installation, use and operation of Products on the Customer's premises;

6.4. Proper mounting foundations for the Products;

6.5. Satisfactory environmental conditions for the Products (e.g. temperature and humidity control) as may be specified by Seller; and

6.6. Labor and equipment necessary to establish and maintain connection of the Products to Customer's telephone, computer, Internet or WIFI networks, as may be applicable.

7. **Customer's Control and Responsibility.** Customer has and will retain sole responsibility for: (a) Customer data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any user in connection with the Services; (c) Customer's information technology infrastructure, including hardware, software and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); and (d) the security and use of Customer's and its users' access credentials (if applicable).

8. **Term and Termination.**

8.1. **Term.** Unless a different Term is set forth in the Professional Service Agreement, the Term shall be 3 (three) years and shall automatically renew for consecutive 1-year periods (each a "**Renewal Term**") unless terminated in accordance with the STC; provided, Seller shall fulfill any Purchase Order that it has accepted prior to the effective date of the termination and the Customer shall pay for all of the Products and Services included in such Purchase Order, all in accordance with the terms of the MA and the STC.

8.2. **Termination Without Cause.** Seller may terminate this Agreement without cause upon 90 (ninety) days' prior written notice to Customer.

8.3. **Termination For Cause.** Either party may terminate this Agreement immediately if the other party

8.3.1. **Failure to Cure.** Fails to cure any material breach of this Agreement within 30 (thirty) calendar days after it has received notice of such material breach;

8.3.2. **Ceases Operations.** Ceases operation without a successor;

8.3.3. **Bankruptcy, Financial Hardship, etc.** Becomes insolvent, fails to pay its bills as due or makes an assignment for the benefit of its creditors, seeks protection under any bankruptcy,

insolvency, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and is not dismissed within 60 (sixty) days.

8.4. **Effect of Termination.** Upon termination of this Agreement, any amounts owed to Seller hereunder will be immediately due and payable. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, in equity, or otherwise.

9. Software License.

9.1. **License Grant.** Conditioned on Customer's compliance with the MA (if applicable) and STC, Seller grants to Customer a perpetual, worldwide, non-transferable, non-sublicensable, non exclusive license to use Software delivered in accordance with (i) the applicable Documentation, (ii) the Designated Use, and (iii) any other restrictions set forth in any applicable end user license agreement ("EULA"). Customer's use of the Software shall be limited to the number of units for which Customer has paid.

9.2. **Backup Copies.** Customer may make up to two (2) copies of the Software for back-up and archival purposes only; provided, that Customer will reproduce any product identification, proprietary, trademark, copyright or other notices contained in the Software on all Software copies.

9.3. **Restrictions.** Customer will not (and will not instruct, authorize or allow any third party to):

9.3.1. Use or reproduce, modify, create derivative works, decompile, disassemble, or otherwise reverse engineer the Software or attempt to discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), or incorporate the Software into or with other software;

9.3.2. Distribute, sell, sublicense, rent, lease, or use the Software (or any portion thereof) for time sharing, hosting, service provider or other computer services to third parties or otherwise make the functionality of the Software available to third parties;

9.3.3. Remove or in any manner alter any product identification, proprietary, trademark, copyright or other notices contained in the Software; or

9.3.4. Publicly disseminate performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the Software.

9.4. **Notice of Violation.** Customer shall promptly notify Seller in writing immediately upon becoming aware of any violation of this section.

10. Ownership of Intellectual Property.

10.1. **Software and Hardware.** Seller (and its licensors, as applicable) shall retain all Intellectual Property Rights (including, without limitation, all worldwide right, title and interest, related goodwill, and confidential and proprietary information) in and to i) the Products, Documentation, and Confidential Information; ii) any third party products included in the Products, Documentation, or Confidential Information or that Seller otherwise provided to the Customer ("**Third Party Product**"); and iii) any modifications and any derivative works based on or including any part of the Products, Documentation and Confidential Information. Customer's rights to the aforementioned items are limited to the rights expressly granted in this Agreement. No course of conduct or other construction or interpretation shall be construed to grant Customer any rights

other than those expressly provided in this Agreement. Customer shall not use any Third Party Product separately or apart from the Software.

10.2. **Resultant Data.** Customer hereby unconditionally and irrevocably grants to Seller an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

11. **Limited Warranties and Disclaimer.** The Products shall be warranted as set forth in Exhibit E to the Agreement.

12. **Environmental Considerations.** Customer acknowledges that environmental elements, such as interference, or Customer's network or WIFI infrastructure may adversely impact Product performance ("**Environmental Deficiencies**"). If Customer experiences performance issues related to Environmental Deficiencies within 30 (thirty) days following the initial installation of the Products, Seller will assess the cause of the Environmental Deficiencies. The Parties shall mutually agree upon a commercially reasonable plan to remedy the Environmental Deficiencies. The Customer shall pay the cost of any such remedy.

13. **Reimbursement of Costs.** If the Customer has selected Installation Services and/or Training, Customer shall reimburse Seller for travel and expenses incurred during and reasonably related to its (or its agents') performance of Installation Services and/or Training. Customer may cancel or postpone scheduled Installation Services or Training up to 10 (ten) business days prior to the scheduled Installation Service or Training (the "**Cancellation Period**") by providing written notice to Seller. Customer shall remain responsible to pay Seller an amount equal to fifty-percent (50%) of the Installation Services or Training purchase price in the event Customer cancels or postpones scheduled Installation Services or Training after the Cancellation Period.

14. **Limitation of Remedies and Damages.** SELLER, ITS AGENTS, AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD-PARTY FOR ANY LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, LOST DATA, FAILURE OF ANY SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING PUNITIVE DAMAGES OR LOST PROFITS OR REPUTATIONAL DAMAGES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY, STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT WITH THE EXCEPTION OF SECTION 15.1, SELLER'S, ITS AGENTS', AND ITS LICENSORS' ENTIRE AGGREGATE LIABILITY TO CUSTOMER IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, CIVIL LIABILITY OR OTHERWISE, SHALL NOT EXCEED TWO TIMES THE AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER TO SELLER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 14 SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE AND AGREE THAT SELLER HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN CUSTOMER AND SELLER AND FORM A BASIS OF THE BARGAIN BETWEEN THE PARTIES.

15. **Infringement**

15.1. Seller shall defend the Customer against any third party suits, actions, claims or proceedings against Customer alleging that the Products, Software, and any other materials provided to Customer by Seller infringe or misappropriate such third party's Intellectual Property Rights and Seller agrees to reimburse the Customer for any damages finally awarded against the Customer by a court of competent jurisdiction that may result from any such third-party claim.

15.2. Seller shall have no liability for any claim of infringement that arises from (i) modification, alteration or enhancement of the Products by the Customer or any third party unless such modification, alteration or enhancement was approved in writing by Seller; (ii) Seller's compliance with Customer's designs, specifications or instructions unless Seller agreed in writing to such designs, specification or instructions; or (iii) the combination or use of the Products with other materials or components not provided by Seller unless Seller approved such combination or use in writing.

15.3. The Customer shall promptly notify Seller in writing of any claim or demand for which Seller is responsible under this indemnity, and will cooperate with Seller to facilitate the defense or settlement of such matter. If the use of the Products by the Customer or any of its Customers is enjoined, Seller will, at its option and using commercially reasonable efforts, either (i) obtain the right for the Customer to continue use of such Products, or (ii) replace such Products with other products of comparable form, fit, and function, or (iii) modify such Products so that they are no longer infringing, or (iv) refund the purchase price of such Products upon return of the Products if within one (1) year of delivery, or the net book value of the Products thereafter, or (v) any combination of (i) through (iv) above.

15.4. **Limitation.** Seller shall have no obligation under this Section or otherwise for any infringement suit or action based on (i) the use of a superseded or altered release of the Software, (ii) the combination, operation, or use of the Software with hardware, data, or other materials not approved of by Seller in writing, (iii) use of the Software other than as permitted under this Agreement or the Documentation, (iv) modification to the Software made by a party other than Seller, (v) Seller's compliance with any specifications or plans provided by Customer, or (vi) any other use or modification of Software that is out of compliance with the license, Documentation or the STC.

15.5. The foregoing Seller indemnity states the sole obligation and exclusive liability of Seller and the Customer's sole recourse and remedy, for any claim of infringement or misappropriation of an Intellectual Property Right or proprietary right of the Products.

16. Intentionally omitted.

17. **Seller's Right to Proactive Correction.** If Seller believes the Software has become or is likely to become subject to an infringement suit or action, Seller may (i) replace or modify the Software so that it becomes non-infringing; (ii) procure for Customer the right to continue using the Software under the terms of this Agreement; or (iii) accept return of the infringing Software and refund or credit Customer for the fees paid (less a reasonable amount for the period of time Customer has used the Software). The foregoing states Seller's entire liability and Customer's sole and exclusive remedy for infringement or misappropriation suits and actions of any kind.

18. **Confidential Information.** Confidential information one party (the "**Disclosing Party**") provides to the other party (the "**Receiving Party**") under this Agreement shall be governed as follows:

18.1. **Scope of Confidential Information.** Confidential Information consists of all non-public information disclosed pursuant to this Agreement, whether oral or in writing (including electronic transmission): (i) that is designated as "Confidential" or "Proprietary" by the Disclosing Party at the time of disclosure or within a reasonable period thereafter; (ii) that concerns the customers, finances, methods, research, processes, procedures, code, inventions, or know-how of the Disclosing Party; or (iii) that by the nature of the circumstances surrounding disclosure, or the information itself, should in good faith be treated as confidential (collectively, the "**Confidential**

Information”). Confidential Information expressly includes the Software, Documentation, technical information and other code or data of any type provided by Seller or its agents, the pricing offered by Seller to Customer, and the terms and conditions of this Agreement.

18.2. Treatment of Confidential Information. A Receiving Party shall retain the Disclosing Party’s Confidential Information in strict confidence and shall not use such Confidential Information except for purposes permitted under this Agreement. A Receiving Party shall be entitled to disclose Confidential Information on a need-to-know basis to its employees, agents and subcontractors, provided that such employees, agents and subcontractors are bound by non disclosure and confidentiality obligations no less protective than those set out in this Agreement. Each party shall use at least the same degree of care in safeguarding the other party’s Confidential Information as it uses in safe guarding its own, but shall not use less than reasonable care and diligence.

18.3. Exclusions. Obligations with respect to Confidential Information shall not apply to Confidential Information that the Receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; (iii) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; or (iv) is required to be disclosed by law, provided that the Disclosing Party is promptly notified by the Receiving Party in order to provide the Disclosing Party an opportunity to seek a protective order or other relief.

19. Export Compliance. Customer acknowledges that the Software contains encryption technology that is subject to export restrictions by the United States government, and import restrictions by certain foreign governments. Customer shall not, and shall not allow any third party to remove or export from the United States or allow the export or re-export of any part of the Software or any component thereof: (i) into (or to a national resident of) Cuba, Iran, North Korea, Sudan, or Syria (to the extent the United States government or any agency thereof restricts export or re-export to such countries); (ii) to anyone on the United States Commerce Department’s Table of Denial Orders, or the United States Treasury Department’s list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States Government or any agency thereof requires an export license or other approval without first obtaining such license or approval.

20. Regulatory Compliance. To the extent that Seller receives, uses, obtains, access or creates “protected health information,” as that term is defined under the Health Insurance Portability and Accountability Act of 1996, as amended, from or on behalf of the Customer in the course of providing any Services, Seller shall abide by state and Federal law governing the confidentiality of that information.

21. Default. Failure of Customer to make payments or perform any other condition or obligation under this Agreement shall constitute a material breach. If Customer fails or neglects to comply with any terms or conditions or to make any payment when due or payable, Seller at its option and without notice to Customer may declare the whole amount unpaid immediately due and payable. At such time, if applicable, Seller may pursue the remedies of a secured party under Article 9 of the Uniform Commercial Code.

22. Miscellaneous.

22.1. Audit Rights. Customer agrees to keep all usual and proper records and books of account and all usual and proper entries relating to Customer’s use of any Product. Upon Seller’s written request, Customer shall furnish Seller with its authorized signatory executed certification that the Products

are being used pursuant to the terms of this Agreement, licenses, Documentation and all other terms. With prior reasonable notice, Seller may audit Customer's use of the Software to ensure that Customer is in compliance with the terms of this Agreement, provided such audit is conducted during regular business hours. If an audit indicates unauthorized use of the Software, Seller may invoice Customer and Customer shall promptly pay all fees owed based on Seller's standard price list(s) then in effect. Customer is responsible for the costs of the audit and associated with any recoupment or collection in the event the audit reveals underpayment of five percent (5%) or more in the Software license fees and/or in the Software Support and Maintenance fees, if applicable.

22.2. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will remain enforceable and in full force and effect.

22.3. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

22.4. **Entire Agreement.** This Agreement, along with associated Purchase Orders, and any licenses, terms of use, or click-wrap agreements reference herein, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, agreements (oral or written), past dealings, industry customs, or promises between the parties regarding the subject matter of this Agreement. No modification of this Agreement will be effective unless in writing and signed by the party against which enforcement is sought.

22.5. **Headings.** Section headings used in this agreement are for convenience and not to be used in interpreting this Agreement.

23. **Survival.** Sections 9 (Software License), 10 (Ownership; Intellectual Property), 11 (Limited Warranties and Disclaimer), 14 (Limitation of Remedies and Damages), 18 (Confidential Information), and 19 (Export Compliance) will survive any termination of this Agreement.

Exhibit D

END USER SOFTWARE LICENSE AGREEMENT

Effective Date December 7, 2020

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE MOBILEVIEW SOFTWARE (THE "SOFTWARE"), THE USE OF WHICH IS LICENSED BY ONE OR MORE LEGAL ENTITIES THAT ARE PART OF SECURITAS HEALTHCARE ("SECURITAS") TO ITS CUSTOMERS FOR THEIR USE ONLY AS SET FORTH BELOW. BY CLICKING THE "ACCEPT" BUTTON, YOU (EITHER INDIVIDUALLY OR ON BEHALF OF THE ENTITY OR COMPANY THAT YOU REPRESENT) ARE ACCEPTING AND AGREEING TO BE UNCONDITIONALLY BOUND BY THIS AGREEMENT. DOWNLOADING, INSTALLING OR USING THIS SOFTWARE INDICATES THAT YOU ACCEPT THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE AND DO NOT CLICK ON THE "ACCEPT" BUTTON.

IN THE EVENT THAT A SYSTEM INTEGRATOR, CONTRACTOR, OR OTHER PARTY DOWNLOADS THE SOFTWARE FOR YOU, AND/OR USES OR INSTALLS IT ON YOUR BEHALF PRIOR TO YOUR USE OF THE SOFTWARE, SUCH PARTY WILL BE DEEMED TO BE YOUR AGENT ACTING ON YOUR BEHALF AND YOU WILL BE DEEMED TO HAVE ACCEPTED THIS AGREEMENT.

This Agreement governs your use of all Software supplied by SECURITAS except to the extent a particular software program is governed by a separate signed agreement with SECURITAS, or a separate "click-on" license agreement as part of the installation and/or download process.

LICENSE: Subject to your payment of the license fees set forth in the corresponding Purchase Order(s), SECURITAS grants you a nonexclusive, nontransferable, non-sub-licensable perpetual worldwide license to use the Software for your internal use in executable form and as described in the accompanying Documentation (the "Documentation"), subject to the terms and restrictions set forth in this Agreement. You are only permitted to use the Software as permitted by the Documentation, and for the number of tracked units or in accordance with other parameters or limitations set forth in your Purchase Order.

ASSIGNMENT

Subject to the other provisions of the Agreement, all the terms and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, permitted assigns and successors-in-title except that:

1. the Customer shall have the right to transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any of its Affiliates or to its parent company upon written notice to SECURITAS. In the event that such transfer is by way of a novation, SECURITAS shall execute any such novation agreement prepared by the Customer and presented to SECURITAS so as to give effect to the provisions of this clause;
2. any permitted assignee or transferee shall agree in writing to comply with all terms and conditions of the Agreement; and
3. any assignment shall not exceed the existing scope of the Agreement.

RESTRICTIONS: You are not permitted to copy, modify, create derivative works of, sell, assign, lease, rent, distribute or sublicense the Software or Documentation or to use the Software or Documentation in a time-sharing arrangement or in any other unauthorized manner nor permit any other party to do any of the foregoing. Further, no license is granted to you in the human readable code of the Software

(source code). This Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights with respect to the Software or Documentation. You may not assign or transfer your rights under this Agreement, nor export the Software or Documentation in violation of the law of the United States or that of other countries. You acknowledge that you have the responsibility to obtain any necessary licenses to export, re-export, or import Software or Documentation.

PROPRIETARY NOTICES: You may reproduce 2 (two) copies of the Software and Documentation for backup or archive purposes in support of your use of the Software as permitted hereunder. Each copy of the Software and Documentation must contain SECURITAS's and its licensors' proprietary rights and copyright notices in the same form as on the original. You agree not to remove, alter, or deface any of the trademarks, trade names, logos, patent or copyright notices or markings, or other legends, or add any other notices, markings, or legends to the Software or Documentation.

NO REVERSE ENGINEERING: You may not derive or attempt to derive the source code of the Software by any means, nor permit any other party to derive or attempt to derive such source code. You may not reverse engineer, decompile, disassemble, or translate the Software or any part hereof. However, if you are a European Union ("EU") resident, information necessary to achieve interoperability of the Software with other programs within the meaning of the EU Directive on the Legal Protection of Computer Programs is available to you from SECURITAS upon written request.

SUPPORT: You may elect to purchase SECURITAS support and maintenance services and updates for the Software as described in SECURITAS's standard Support and Maintenance Agreement by paying SECURITAS the applicable support fees. The term "Software" also applies to any updates, upgrades and bug fixes you receive under the Support Agreement.

OPEN SOURCE SOFTWARE: Certain items of independent code that are included with the Software hereunder are subject to various open source or free software licenses (the "Open Source Software"). The Open Source Software may be updated from time to time by posting to SECURITAS's Knowledgebase or by notice to you and is licensed under the terms of their respective end-user licenses. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the applicable end-user license for such Open Source Software. The terms of this Agreement, other than the Disclaimer and the Limitation of Liability, will not apply to the Open Source Software. You also agree not to use any "FOSS" (Free and Open Source Software, as defined below) in such a way that would cause the non-FOSS portions of the Software to be subject to any open source software licensing terms or obligations. "FOSS" means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License, Affero GPL, or Lesser/Library GPL.

TRADE SECRETS; TITLE: You acknowledge and agree that the structure, sequence and organization of the Software are the valuable trade secrets of SECURITAS and its licensors. You agree to hold such trade secrets in confidence. You further acknowledge and agree that the Software is licensed and not sold to you and that all ownership of, and title to, the Software and Documentation and all subsequent enhancements, improvements or other modifications or copies thereof, regardless of the form or media are held by SECURITAS and its licensors.

TERM AND TERMINATION: You may terminate the licenses and this Agreement at any time by destroying the Software and Documentation together with all copies and any portions thereof in any form. The licenses and this Agreement will also terminate immediately if you fail to comply with any term or condition of this Agreement. Upon such termination you agree to destroy the Software and Documentation, together with all copies and merged portions in any form. The sections entitled, "Restrictions", "No Reverse Engineering", "Open Source Software", "Trade Secrets; Title", "Limited

Warranties and Disclaimer", "Limitation of Liability", "Audit" and "Governing Law", as well as provisions which by their nature would survive, shall survive any termination or expiration of the Agreement.

UNITED STATES GOVERNMENT RESTRICTED RIGHTS: The Software and Documentation are "Commercial Items(s)" as defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227-7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

LIMITED WARRANTIES AND DISCLAIMER: SECURITAS warrants that for 1 (one) year from the date of registration of the Software, the Software will perform substantially in accordance with the Documentation. The entire liability of SECURITAS, and your exclusive remedy, shall be SECURITAS's commercially reasonable efforts to correct or replace any Software which does not meet the warranty. Except for the above warranty, the Software and Documentation are licensed to you "as is", without warranty of any kind and SECURITAS and its licensors disclaim all warranties, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, title, and noninfringement of third-party rights, or that the operation of the Software will be uninterrupted or error-free. The above warranty does not apply if the Software: (a) has been modified, except by SECURITAS, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by SECURITAS, or (c) is licensed for beta, evaluation, testing or demonstration purposes for which SECURITAS does not receive payment.

LIMITATION OF LIABILITY: SECURITAS and its licensors shall not be liable for any indirect, exemplary, special, consequential, or incidental damages of any kind (including without limitation lost profits, lost revenue or lost data), even if SECURITAS or such licensor has been advised of the possibility of such damages. IN ANY EVENT YOU AGREE THAT THE TOTAL LIABILITY OF SECURITAS AND ITS LICENSORS TO YOU FOR ALL DAMAGES, LOSSES AND CLAIMS RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE OR DOCUMENTATION SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED TWO TIMES THE AGGREGATE OF THE AMOUNT PAID BY YOU IN CONNECTION WITH THE SOFTWARE WHICH IS THE SUBJECT OF THE CLAIM DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE BRINGING OF THE APPLICABLE CLAIM AGAINST SECURITAS OR ITS LICENSORS.

AUDIT: Upon reasonable prior notice, SECURITAS shall have the right to audit your use of the Software during normal business hours to determine compliance with this Agreement. If the audit reveals use of the Software which is not permitted, including without limitation use with more than the number of permitted tracked units or other parameters or limitations or, then without derogating from SECURITAS's rights hereunder, you shall pay SECURITAS in accordance with the results and reimburse SECURITAS the costs of such audit.

AGGREGATE DATA: The Software has a feature which provides SECURITAS with aggregate, anonymous usage data. This feature does not collect any personal identifying information. Nevertheless, if you wish, you may disable this feature.

GOVERNING LAW: Any action related to this Agreement will be governed by California law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions, and excluding the United Nations Convention on Contracts for the International Sale of Goods. You irrevocably consent to the exclusive jurisdiction and forum convenience of the courts located in Riverside County in the State of California or the U.S. District Court for the District of California in connection with any dispute arising from or related to this Agreement, and you agree to waive any and all objections to the

exercise of jurisdiction by such courts and to venue in such courts. Notwithstanding the foregoing, SECURITAS shall have the right to apply to any court of competent jurisdiction for injunctive relief.

SEVERABILITY: In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefor.

NOTICES: All notices shall be in writing and sent by first class mail or overnight mail (or courier), or transmitted by facsimile (if confirmed by such mailing), to your address on the Purchase Order, or SECURITAS's address indicated below, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notices to SECURITAS shall be sent to 75 Portsmouth Blvd., Suite 220, Portsmouth, NH 03801 Attention: Legal Department.

ENTIRE AGREEMENT; MISCELLANEOUS: This Agreement sets forth the entire understanding and agreement between you and SECURITAS and supersedes all prior agreements, whether written or oral, with respect to the Software and Documentation, and may be amended only in a writing signed by both parties. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. Except for Licensee's obligation to pay SECURITAS, neither party shall be liable for any failure to perform due to causes beyond its reasonable control.

Exhibit E

Limited Software and Hardware Warranty

1. Limited Software Warranty. For a period of 1 (one) year from the COUNTY's receipt of the products constituting software (the "Software Warranty Period"), the Software will operate when used as permitted under this Agreement and in accordance with the instructions in the associated Software documentation. CONTRACTOR does not warrant that COUNTY's use of the Software will be uninterrupted or error-free, or that any security mechanisms implemented by the Software will not have inherent limitations. CONTRACTOR and its licensors' sole liability, and COUNTY's exclusive remedy, for any breach of this warranty will be, in CONTRACTOR's sole discretion, to use commercially reasonable efforts to provide COUNTY with an error-correction or work-around which corrects the breach, or if in CONTRACTOR's sole opinion, the foregoing remedy is not feasible, accept return of the Software and refund or credit COUNTY for the Software subject to the warranty claim. Notwithstanding anything to the contrary herein, CONTRACTOR will have no obligation with respect to a warranty claim unless notified of such claim in writing by COUNTY within the Software Warranty Period. Any error correction, work-around, or other remedy provided to COUNTY will not extend the original Software Warranty Period.
2. Exclusions. The Limited Software Warranty will not apply: (1) if the Software is used with hardware or software not specified in the associated Software documentation provided by CONTRACTOR; (2) if any modifications are made to the Software by COUNTY or any third party; (3) to any defects in the Software due to COUNTY's accident, abuse, neglect, catastrophe, or improper use; (4) if reported errors or nonconformities cannot be reproduced by CONTRACTOR (or its agent or subcontractor); (5) to Software provided on a no charge or evaluation basis.
3. Limited Hardware Warranty. CONTRACTOR warrants that, commencing from the date of delivery to COUNTY and continuing for a period of 1 (one) year thereafter (the "Hardware Warranty Period") (unless otherwise indicated in the Product documentation or additional Product specific terms and conditions), the Hardware will be free from manufacturing defects ("Hardware Warranty"). The Hardware Warranty extends only to the COUNTY. The exclusive remedy for breach of the Hardware Warranty is, in CONTRACTOR's sole discretion, repair or replacement of the Hardware or refund of the purchase price. CONTRACTOR replacement parts may be new or refurbished. CONTRACTOR's obligations under this section are contingent on COUNTY following CONTRACTOR's then current notification and return policies. Under no circumstances shall CONTRACTOR's liability under this Hardware Warranty exceed the price paid by COUNTY to CONTRACTOR for the Hardware. Repair or replacement of the Hardware under the Hardware Warranty does not extend the original Hardware Warranty Period.
4. Exclusions. The Limited Hardware Warranty will not apply if the Hardware: (1) has been altered, except by CONTRACTOR or by CONTRACTOR's agent; (2) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by CONTRACTOR; (3) has been subjected to abnormal physical or electrical stress, misuse, negligence, accident, or catastrophe; or (4) is provided for beta evaluation, testing, or demonstration purposes for which

CONTRACTOR did not receive a payment of the full purchase price or does not receive a license fee.

5. Additional Warranty Exclusions. The Limited Software Warranty and the Limited Hardware Warranty shall not cover the following:
- a. Batteries (other than D.O.A. – Dead on Arrival);
 - b. Plastics (including defects in appearance, cosmetics, decorative or structural items including framing and non-operative parts);
 - c. Tag Calibration;
 - d. Expenses related to configuring, operating, maintaining, removing or reinstalling the Products;
 - e. Defects or damage that results from the use of products, accessories, software or other peripheral equipment not certified by CONTRACTOR for use with the Product;
 - f. Defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than CONTRACTOR or CONTRACTOR's agents.

WARRANTY DISCLAIMER. The warranties contained herein are LIMITED WARRANTIES AND SET FORTH THE ONLY WARRANTIES MADE BY CONTRACTOR. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS." CONTRACTOR AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY, LEGAL, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING OUT OF THE COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CONTRACTOR OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. COUNTY MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OR STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SOFTWARE WARRANTY PERIOD AND HARDWARE WARRANTY PERIOD, AS APPLICABLE. COUNTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES OF ANY KIND WHATSOEVER HAVE BEEN MADE BY ANY OF CONTRACTOR'S SUPPLIERS.

Exhibit F

Support and Maintenance Terms

The following terms and conditions shall apply to County if County purchases Support and Maintenance Services for Covered Products:

1. **Defined Terms.** Capitalized terms used in these Support and Maintenance Terms have the meanings set out below. Other capitalized terms are defined in context or have the meanings set out in the Master Agreement, STCs, or EULA.
 - 1.1. **“Application Programming Interfaces”** or “APIs” means a set of routines, data structures, object classes, communication protocols, or other elements that enable the interoperability or exchange of information between Software components.
 - 1.2. **“Business Days”** means Monday through Friday, excluding Federal holidays.
 - 1.3. **“Business Hours”** means 8:00 AM to 5:00 PM (Central Standard Time) during Business Days.
 - 1.4. **“Covered Products”** means those Products for which County is eligible to receive Support Services during the Support Term.
 - 1.5. **“County Production Environment”** is the County setting where the Software and other Products are actually put into operation for their intended uses by the County. The County’s Production Environment shall be considered the real-time setting where Software is run and Hardware setups are installed and relied on for the County’s commercial daily operations.
 - 1.6. **“County Test Environment”** is the functional computer and/or systems platform where the County creates a test-environment to execute test scenarios and user assessment ensuring the stability of Software prior to transitioning full deployment to the Production Environment.
 - 1.7. **“Customizations”** means any Software, code, or other materials that Contractor develops specifically for County pursuant to a statement of work. Unless otherwise set out in a statement of work, Contractor shall own all right, title, and interest to Customizations and any Intellectual Property Rights embodied therein.
 - 1.8. **“Error”** means a failure of an unmodified version of a Covered Product to materially conform to the related Documentation. Errors are categorized and prioritized pursuant to Section 2.7.2 (Prioritization).
 - 1.9. **“Error Correction”** means a modification or addition that, when made or added to the Covered Products either: (i) removes the Error; (ii) otherwise establishes material conformity of the Covered Product with the related Documentation; or (iii) constitutes a procedure or routine that, when observed in the normal course of operation of the Covered Product, eliminates the adverse effect of the Error without material loss of performance.
 - 1.10. **“Knowledgebase”** means the online portal through which Contractor provides the following to eligible customers: (i) software downloads; (ii) Documentation; and (iii) other related resources.
 - 1.11. **“Release”** means a subsequent revision of a Covered Product consisting of Software (including Software included in any Hardware product), denoted by a change to the left (a **“Major Release”**) or right (a **“Minor Release”**) of the revision number decimal point (x.y).

- 1.12. **“Support Fees”** means the fee for support and maintenance services as set forth in the Agreement.
 - 1.13. **“Support Ticket”** means a request by County for support to address an Error.
 - 1.14. **“System”** multiple Products installed at a County Facility to provide a complete business solution.
 - 1.15. **“Two (2) Step Upgrade Process”** means when a County initially upgrades its County Test Environment or sandbox and then develops a plan to complete full upgrade execution in its County Production Environment.
 - 1.16. **“Update”** means additions, enhancements, security patches, Releases, and other updates that Contractor develops in connection with Product. The term “Update” expressly excludes Customizations and any additions, enhancements, Releases, or other updates to Product for which Contractor charges a separate fee in order to access or use such addition, enhancement, Release, or other update.
 - 1.17. **“Workaround”** means a temporary bypass, procedure, or routine that eliminates or materially reduces the effect of the Error. The term “Workaround” expressly excludes Error Corrections.
2. **Description of Support Services.** Subject to County’s payment of the Support Fees, Contractor shall, during the Support Term, provide the following support services for Covered Products (collectively, the **“Support Services”**):
- 2.1. Scope of Support Services. The Products eligible for Support Services will be set out in the County Quote. County shall issue a Purchase Order to purchase Support Services for Covered Products. During the Support Term, Contractor shall provide Support Services for all Covered Products.
 - 2.2. Support Service Access. Except as otherwise set out herein, Contractor will provide Support Services to County, and County shall be entitled to seek Support Services, via telephone and/or through Contractor’s online support website (www.securitashealthcare.com/connect/support). County will also be provided with user credentials that will allow it to access an online portal through which County can: (i) report Errors by creating Support Tickets; (ii) track the status of applicable Support Tickets; (iii) download available Updates, Error Corrections, and support information; and (iv) access other resources that Contractor may make available from time-to-time and in its sole discretion (e.g., Knowledgebase, FAQs, support papers, and application notes).
 - 2.3. County Right to Updates.
 - 2.3.1. Right to Receive Updates. With respect to Covered Product, County is entitled to all Updates that Contractor makes generally available to its customer base in connection with the Support Services. County agrees that (i) County’s right to receive Updates (if any) does not include the right to receive any third-party hardware, software, or other materials necessary to utilize the available Update, and (ii) nothing herein shall be interpreted as obligating Contractor to develop or otherwise create Updates.
 - 2.3.2. No API Integration. Certain Products may allow County to develop its own custom integrations using APIs (each, a **“County Integration”**). Although Contractor may attempt to minimize changes to APIs in connection with Updates (including Releases), in no event shall Contractor be obligated to assist County in updating or otherwise correcting County Integrations that are impacted by changes (including API changes) provided via an Update. Contractor may provide support services (including, training, consulting, or development services) relating to API changes pursuant to a statement of work.

2.4. Production Environment Upgrades; Limitations.

2.4.1. Production Environment Upgrades. Contractor's Product allows clients to upgrade their infrastructure; however, before any Update on the System or any system that integrates with the System, the County must consult with Contractor to verify that Contractor's Product is compatible with the requested change. In case of System outage because the County did not follow the recommendation above, County will have to purchase additional services to fix County's System. Contractor shall provide support for County upgrades of its County Production Environment pursuant to the following process: (i) County contacts the Contractor support team and requests an upgrade; (ii) the Contractor support team works with the County to plan the upgrade and to develop a schedule for providing the upgrade; (iii) the Contractor support team shall implement the upgrade; and (iv) the Contractor support team shall handle any issues that arise during or after the upgrade that relate to Contractor's provision of the upgrade.

2.4.2. Two Step Upgrade Process. If County maintains a County Test Environment, then Contractor's support for County upgrades of its County Production Environment shall be provided pursuant to the following process: (i) County must replicate the then-current County Production Environment in the County Test Environment; (ii) County downloads Software from the Knowledgebase; (iii) Contractor makes itself available to clarify upgrade instructions provided via the Documentation; and (iv) County follows the upgrade instructions and executes the upgrade. The Contractor support team is available to plan and perform the upgrade procedures for the County Test Environment, which shall be subject to an additional fee at Contractor's then-current standard hourly rate. Contractor shall provide additional support to County if an attempted upgrade of the County Production Environment pursuant to this Section 2.4.2 (Two Step Upgrade Process) either (a) fails despite County's strict compliance with the available upgrade procedures set out in the Documentation, or (b) material issues are discovered while testing the upgrade in the County Test Environment; provided, however, that Contractor shall have no obligation if it determines that the County Test Environment is not an exact replica of the County Production Environment.

2.4.3. Exclusions for County Maintenance. Contractor's provisions of Support Services pursuant to this Section 2.4 (Production Environment Upgrades; Limitations) does not include support services necessary to address Errors attributable to a change in the County Production Environment (or County Test Environment) that is not performed by Contractor. Contractor encourages County to contact Contractor before County makes any change to the County Production Environment that could impact the Covered Products.

2.5. eLearning. If County registers through the Contractor's online portal, then it shall have access during the Support Term to the online Contractor university, through which County can access resources and information about the Covered Product.

2.6. Named Contacts. County shall designate two (2) full-time employees as contacts: (i) one primary contact, and (ii) one backup contact (each, a "**Named Contact**"). The Named Contacts shall serve as the sole points of contact between County and Contractor with respect to Support Services. Each Named Contact must successfully complete Contractor's then-specified "Required Training for Named Contacts" that Contractor makes available to such Named Contacts. Contractor shall have the right to designate replacement Named Contacts during the Support Term; provided, however, that no transfer shall occur unless the other individual has completed the required training. County may add

up to three (3) additional Named Contacts for an additional fee. By way of clarification, and not limitation, in no event shall Contractor have any obligation to respond to any requests for Support Services unless such request is made by a Named Contact.

2.7. Support Tickets.

2.7.1. Support Ticket Creation. Contractor shall confirm its receipt of a support request from a Named Contact pursuant to Section 2.2 (Support Service Access) by logging and tracking such report using an incident tracking system (each, a “**Support Ticket**”).

2.7.2. Prioritization. Contractor shall assign each Support Ticket to a Contractor technical support engineer (each, a “**TSE**”). The TSE shall classify each Support Ticket, based on her or his review of the Support Ticket and feedback from the Named Contact, as follows:

Error Priority	Error Conditions
Priority 1 – Critical	Covered Product is completely non-functional or inoperative, and essential business functions of the Covered Product is completely unavailable.
Priority 2 – High	Essential business functions of the Covered Product are significantly disrupted, though the Covered Product is not completely unusable.
Priority 3 – Medium	Non-essential business functions of the Covered Product are disrupted, or the Covered Product (including essential business functions) is functioning in a degraded state that does not materially and regularly disrupt business operations.
Priority 4 – Low	The Covered Product is suffering from cosmetic Errors or reported Errors have an insignificant effect on the Covered Product (either functioning on an as-is basis or through a Workaround). Priority 4 is also used for general user inquiries.

Notwithstanding anything to the contrary, Contractor shall have the right to reclassify the Error priority levels (and associated Response Goals) set out in a Support Ticket to the extent that Workarounds are provided that cause the Error severity to decrease.

2.7.3. Response Goals. The TSE shall use good faith efforts to respond to Support Tickets in accordance with the following timeframes (each a “**Response Goal**”):

Error Priority	Response Goal
Priority 1 – Critical	Two (2) hours.
Priority 2 – High	Four (4) Business Hours.
Priority 3 – Medium	One (1) Business Day.
Priority 4 – Low	Five (5) Business Days.

Each Response Goal measures the difference in time between (i) when the Named Contact created a Support Ticket, and (ii) when a TSE commences her or his attempt to resolve the reported Error. County agrees that (a) Contractor’s ability to meet a Response Goal is

contingent upon County's compliance with its obligations set out in Section 3 (Support Conditions), and (b) the Response Goals measure a TSE's commencement of her or his attempt to resolve a reported Error and are not a timeframe for the Contractor's provision of an Error Correction.

2.7.4. County Cooperation. Contractor's obligation to provide Support Services is conditioned upon: (i) County's reasonable effort to resolve the Error after communication with the TSE; (ii) County's prompt provision of all other documentation, information, and assistance that the TSE reasonably requests; (iii) County's provision to the TSE of sufficient detailed information and resources to correct the Error, including the provision of Remote Access; (iv) County's prompt installation of all provided Error Corrections or Workarounds; and (v) County's procurement and installation and maintenance of all hardware necessary to operate the Covered Products.

2.8. TSE Response; Escalation.

2.8.1. TSE Response; Error Correction. Upon receipt of a Support Ticket, the assigned TSE shall review the identified Error and obtain from the Named Contact any additional information necessary to address the Error. The TSE shall then work in good faith to provide an Error Correction or other information addressing the Error. Error Correction may, in the TSE's reasonable discretion, take the form of a written or telephonic response to Error, the provision of an Error Correction either directly (or as part of a subsequent Release or Update) or a Workaround, supplementary documentation, logging into the County Production Environment to troubleshoot an issue, a Workaround, or other correctional aids. By way of clarification, and not limitation, County acknowledges that it may not receive an Error Correction to an Error until Contractor develops a general Release that addresses the specific Error.

2.8.2. Proactive Escalation. If the initial TSE is unable to resolve an Error reported in a Support Ticket, then the initial TSE shall escalate such Support Ticket to a senior TSE (each, a "**Tier 2 TSE**"). If the Tier 2 TSE cannot resolve the reported Error, then the Tier 2 TSE shall escalate the Support Ticket to the Contractor's Engineering and/or Product Marketing groups. In this event, the assigned TSE will retain responsibility for all communication with the County regarding the Support Ticket.

2.8.3. County Escalation. For Support Tickets involving Errors with a Priority 1 or Priority 2 rating, if County reasonably determines that there is a performance issue in connection with the response provided by Contractor's initial TSEs, then County may request escalation of such Support Ticket to a Tier 2 TSE. If such Error is still not resolved, then County may escalate the Support Ticket for such Error to Contractor's Technical Support Manager. If such escalation does not resolve the Error, then Contractor may then escalate the Error to its Vice President of Professional Services. County shall not have the right to escalate Errors with a Priority 3 or Priority 4 rating.

2.9. Defective Hardware Exchange.

2.9.1. Support for Hardware under Warranty.

2.9.1.1. Exchange Process for Hardware. Support Services for Covered Products consisting of Hardware that is under warranty includes the following: (i) for defective Hardware located within North America, exchange within ten (10) Business Days

of Contractor's receipt of such defective Hardware, and (ii) for defective Hardware located outside of North America, exchange to the port of entry of the country that the Hardware is located within ten (10) Business Days of Contractor's receipt of such defective Hardware.

2.9.1.2. Expedited Exchange for Certain Hardware. For Hardware Errors with a Priority 1 rating, Contractor will use its good faith efforts to ship an advanced replacement piece of Hardware within twenty-four (24) hours of Contractor's receipt of an applicable Support Ticket; provided, however, that County ships the defective Hardware immediately upon the later of (i) the discovery of the Error, and (ii) County's receipt of replacement Hardware. If County does not timely return the Hardware, or if upon inspection by Contractor the Hardware is not defective, or the damage/defect is not from a warranted cause, then County shall pay Contractor for the replacement Hardware and all associated shipping costs for the advanced replacement.

2.9.1.3. Fees for Shipping Hardware. County shall be responsible for costs to ship defective Hardware from its facilities to Contractor's headquarters, and Contractor shall be responsible for the return shipment of replaced Hardware to the facility from which the defective Hardware was shipped. County shall be responsible for any import fees, duties, and taxes, associated with the Support Services provided pursuant to this Section 2.9 (Defective Hardware Exchange), including all amounts associated with shipping Hardware.

2.9.2. Support for Hardware not under Warranty. Contractor may provide support services for defective Hardware that is not under warranty. If County wishes to receive support services for defective Hardware that is not under warranty, then County shall ship (at its sole costs) such defective Hardware to Contractor. Upon receipt of such defective Hardware, Contractor shall diagnose the defective Hardware to determine the cause of the Error and the corrective action. County will be contacted for County's approval before proceeding to correct any identified defects. Replacement parts and products will be either new or like-new.

2.9.3. Replacement Hardware. Replacement Hardware provided pursuant to this Section 2.9 (Defective Hardware Exchange) shall be, in Contractor's sole discretion, replaced with new or like-new Hardware.

3. **Support Conditions.**

3.1. Supported Releases. Contractor shall only provide Support Services for the then-current version of the Covered Product and its immediately preceding Release. Notwithstanding the preceding sentence, Contractor shall provide Support Services for any Release of a Covered Product for a minimum period of twelve (12) months from the date on which the Release was made generally available.

3.2. Supported Configurations. Contractor shall include with each Release a list of supported configurations for such Release (the "**Configuration List**"). The Configuration List shall identify hardware platforms, operating systems, database versions, and other third-party software products required for the use of such Release. Contractor shall have no obligation to provide Support Services for any Covered Product that is not being used in compliance with the Configuration List. A current list of supported configurations can be obtained by contacting the Contractor Support Center.

- 3.3. Reproducible Errors. Support Services are limited to reproducible Errors that County can demonstrate to Contractor in the latest Release of such Covered Product. Such reproducible Errors must be reproduced in an unaltered Covered Product that is using the proper hardware configuration and otherwise in full compliance with its applicable Documentation. Subject to County's compliance with Section 3.4 (Remote Access), Contractor shall use commercially reasonable efforts to reproduce Errors in connection with its resolution of a Support Ticket.
- 3.4. Remote Access. Contractor's provision of Support Services is conditioned upon County's provision (at its sole cost) of VPN remote access or similar level internet-based access to County's computer systems and network (the "**Remote Access**"). Contractor will comply with County's reasonable written Remote Access guidelines that are provided to Contractor prior to its provision of Support Services. County agrees that its failure to provide Remote Access (i) may significantly increase time and fees necessary to resolve an Error and additional fees, and (ii) certain Support Services may not be available to County if County does not provide Remote Access.
- 3.5. Support Issues Not Attributable to Contractor. Contractor shall not provide Support Services for Errors (1) related to: (i) improper installation of Products by non-Contractor personnel; (ii) use of Products in a manner deviating from the associated Documentation; and (iii) Errors caused by County's: (a) negligence; (b) hardware malfunction; or (c) third-party software; or (2) arising any time during which County has not paid the applicable Support Fees when due. If Contractor provides Support Services despite the presence of any exceptions set out in the preceding sentence, then County shall reimburse Contractor for such Support Services at Contractor's then-current time and materials rate.
- 3.6. Support Service Exclusions. Notwithstanding anything to the contrary, Support Services shall not include:
- 3.6.1. In-Depth Training. Contractor shall not provide Support Services that consist of training. By way of clarification, and not limitation, if the resolution of an Error included in a Support Ticket would consist of an extensive discussion or explanation of basic system usage and/or topics covered in Contractor's training classes, then Contractor shall have no obligation to provide such discussion.
- 3.6.2. Customization Assistance. Certain Products may enable customization using the unique customization tools provided within such Products or using another Product. County shall not customize or otherwise modify any Covered Product except to the extent that such customization or modification is explicitly permitted and intended by the Product's functionality (each, a "**Permitted Modification**"). If County modifies or customizes a Product other than as a Permitted Modification, then Contractor shall have the right, in its sole discretion to terminate: (i) any remaining warranty applicable to the Covered Product; and (ii) some or all of Contractor's obligations under these Support and Maintenance Terms. Support Services do not include assistance in developing, debugging, testing, or any other application customization for modifications made by County, even if such modification or customization constitutes a Permitted Modification (the "**Modification Services**"). Modification Services may be available to County at an additional fee pursuant to a statement of work.
- 3.6.3. Assistance on Third Party Products. Contractor shall have no obligation to provide Support Services relating to Errors that are attributable to third party products, or the installation, administration, and use of enabling technologies such as databases, computer networks, and

communications systems that are not provided by Contractor (the “**Third Party Product Services**”). Third Party Product Services may be available to County at an additional fee pursuant to a statement of work.

- 3.6.4. County’s Environment Issues. Contractor shall have no obligation to provide Support Services relating to Errors that are attributable to the County Production Environment (the “**Environment Services**”), and Contractor’s sole obligation shall be to notify County if an Error is attributable to the County Production Environment. Environment Services may be available to County at an additional fee pursuant to a statement of work.
- 3.6.5. County Production Environment. Contractor shall have no obligation to provide Support Services for Errors that arise outside of the County Production Environment. By way of clarification, and not limitation, in no event shall Contractor be obligated to provide Support Services for Errors relating to the use of Covered Products in a County Test Environment.
- 3.6.6. Onsite Technical Support. Contractor’s provision of onsite support services is not part of the Support Services. If County requires onsite technical support, County is responsible for contracting for such support services with Contractor’s certified Authorized Service Provider.

4. **Support Term and Renewal.**

- 4.1. Support Services Term. The County Quote shall set out the initial term of these Support and Maintenance Terms for each Covered Product (the “**Initial Support Term**”). In the absence of an Initial Support Term referenced in the Quote, the Initial Support Term shall be for a period of one (1) year commencing upon (a) for new System installations, the completion of installation of the System, and (b) in all other cases, the order date. Upon conclusion of the Initial Support Term or then-current Support Term (as the case may be), Contractor will provide County with a County Quote for additional Support Terms, which shall be accepted by County when it provides Contractor with a Purchase Order for such additional Support Terms (each, a “**Renewal Support Term**”). The Initial Support Term and any Renewal Support Term(s) are collectively referred to herein as the “**Support Term**”.
 - 4.2. Support Services Reinstatement. County shall not be entitled to Support Services if (a) County fails to pay the Support Fees in full when due and owing, or (b) County elects not to renew these Support and Maintenance Terms pursuant to Section 4.1 (Support Services Term) (each, a “**Suspension Condition**”). County shall have the right, subject to Contractor’s agreement, to reinstate Support Services following the occurrence of a Suspension Condition if County first pays to Contractor: (i) a reinstatement fee equal to twenty percent (20%) of the then-current Support Fee; (ii) the amount of unpaid or refunded Support Fees for the period during which County was not receiving Support Services; and (iii) yearly Support Fees for the new period of Support Services, which shall commence as of the date of reinstatement (collectively, the “**Reinstatement Fee**”). The Reinstatement Fee will provide the County with a right to all applicable Product Updates released since the Support Services lapsed. Notwithstanding anything to the contrary, County agrees that it shall not be entitled to Support Services if Contractor elects not to renew these Support and Maintenance Terms pursuant to Section 4.1 (Support Services Term).
5. **Product End of Life**. Contractor is committed to providing products and solutions for County. As requirements evolve and application demands grow, Contractor may phase out existing Products and develop new products to meet emerging needs in accordance with Contractor’s overall business considerations. As a result, over time Products may reach the end-of-life phase of the product lifecycle, at which point Contractor

shall discontinue and stop supporting such Product, and potentially replace such Product with an alternative Product. This Section 5 (Product End of Life) sets out Contractor's process for assisting County with managing its transition from a Covered Product due to a Contractor end-of-life determination. County acknowledges that none of Contractor's obligations set out in this Section 5 (Product End of Life) apply to Products that Contractor did not manufacture or develop.

- 5.1. End of Life Announcement. The term "**End of Life Date**" means the date on which Contractor will discontinue sales of the applicable Product and begin discontinuing support for such Product. Contractor shall use good faith efforts to notify County of the End of Life Date for an applicable Product at least sixty (60) days prior to the designated End of Life Date (each, an "**EOL Announcement**"). County shall have the right to purchase the applicable Product until the End of Life Date, at which point such Product shall be unavailable. The term "**EOL Product**" means Product that is subject to an EOL Announcement.
- 5.2. Support Services for EOL Software Products. Contractor shall continue to provide Support Services for Covered Software that constitute EOL Products as follows:
 - 5.2.1. EOL Software Product Support Term. Contractor shall continue to provide Support Services for EOL Products that constitute Software for a period of time equal to the lesser of (i) County's then-current Support Term for the Covered Product that constitutes an EOL Product; and (ii) twelve (12) months from the EOL Announcement date (the "**EOL Software Product Term**").
 - 5.2.2. EOL Software Product Support Limitations. During the EOL Software Product Term, if Contractor determines, in its reasonable discretion, that an Error has been resolved with a new Product that is intended to replace the applicable EOL Product, then Contractor's sole responsibility shall be to notify the Named Contact of the same, and County shall have the right to license the new Product (subject to any applicable fees). County shall have the right to continue to use the EOL Software Product in lieu of the new Product; provided, however, that Contractor has no obligation to provide any Error Corrections for the reported Error.
 - 5.2.3. EOL Hardware Products. Contractor shall use good faith efforts to continue to provide spare parts and replacements for EOL Products that constitute Hardware for the greater of: (a) one (1) year; and (b) at least the period of time of County's then-current Support Term for the Covered Product that constitutes an EOL Product. Notwithstanding the preceding sentence, Contractor's continued provision of Support Services pursuant to this Section 5.2.3 (EOL Hardware Products) is contingent upon Contractor's ability to obtain and utilize the parts, technology, and processes used to provide such Support Services (collectively, the "**Necessary Resources**"). Contractor shall have no obligation to continue to provide Support Services pursuant to this Section 5.2.3 (EOL Hardware Products) should the Necessary Resources become discontinued, obsolete, or no longer reasonably available.
- 5.3. No Obligation to Provide EOL Product Support. Notwithstanding anything to the contrary herein, Contractor expressly reserves the right, in its sole discretion, to modify (including discontinuing in its entirety) any Support Service obligations set out in this Section 5 (Product End of Life).



High-Level Project Requirements and Scope of Work

HUGS

Riverside University Health System
26520 Cactus Ave
Moreno Valley, CA USA

Opportunity No: 1092716

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6/15/2023

REV 4

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Trademark Acknowledgements

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INTRODUCTION

This High-Level Project Requirements and Scope of Work Document (PRD-SOW) defines the solution components required and provided by **Securitas Healthcare**, and the work to be performed by **Securitas Healthcare** and assigned Contractor(s), under contract to the **Client** ("Client") for delivery of the identified solutions. The Project Requirements detail the Client Expectations and Objectives, Wi-Fi Infrastructure, individual Use Case, System Architecture, and Server Infrastructure requirements for the project. The Scope of Work defines the Roles and Responsibilities and Division of Responsibilities, detailing all major activities, tasks and deliverables within each deployment phase.

Note: Products and services not described herein or included on the Securitas Healthcare proposal/quote are outside the scope of this work effort.

CUSTOMER INFORMATION

IDN Name: Opportunity No.: [1092716](#)
 Facility Name (Client): [Riverside University Health System](#)
 Installation Address: [26520 Cactus Ave](#)
 [Moreno Valley, CA USA](#)
 RTLS Project: [HUGS](#) Design Date:

CLIENT CONTACTS

TITLE/ROLE	NAME	PHONE NUMBER	EMAIL ADDRESS
Primary Use Case Stakeholder			
MobileView System Administrator			
Use Case Administrator			
IT Technical Lead			

SECURITAS HEALTHCARE SALES TEAM

CLIENT EXECUTIVE:		PRESALES SOLUTION ARCHITECT:	
SAM RICHARDSON		WILLIAM CHEAM	
Phone:	Email:	Phone:	Email:
1-604-928-7546	Sam.Richardson@securitas.com	1-602-317-6253	William.Cheam@securitas.com

WI-FI NETWORK

The Securitas Healthcare AeroScout Visibility Solution requires a Wi-Fi network operating in the 2.4 GHz band on the non-overlapping channels 1, 6 and 11. The Access Point design and physical placement needs to conform with general RSSI-based location design. Some location-based solutions can operate with limited Access Point coverage when augmented with Securitas Healthcare Wi-Fi Gateways.

Aruba Wi-Fi Network Details

Aruba Airwave Version:	<input checked="" type="checkbox"/> Employs Airwave Integration	<input checked="" type="checkbox"/> Compatible with Windows ALE
Wi-Fi Controller Models: 9240	FW Version: AOS 10.4	
AP Models: 635	FW Version: AOS 10.4	

Client Wi-Fi Network Expectations, Objectives and Plans

Remediation will be performed by augmenting the Wi-Fi network with GW-3100 Gateways

HUGS INFANT PROTECTION PROJECT REQUIREMENTS

MobileView Deployment: NEW MOBILEVIEW

Clinical Workshop: Full Onsite Workshop

Individual Units: 5 Facilities: 1

Staff to Train: 220 Training Days: 4 Limited Add-on

Go Live Days: 9 Calc Overridden

Approval: _____

INCLUDED SOLUTION: Hugs Enterprise Hugs Departmental Kisses Mother Baby Matching

UD Tag Models: Hugs Tags Kisses Tags

Refer to Securitas Healthcare Quote for Actual Tag Counts

Admit/Auth Clients: 10

Protected Egresses: 24 Doors

Tag Chargers: 5

3 Elevator Corridor(Banks)

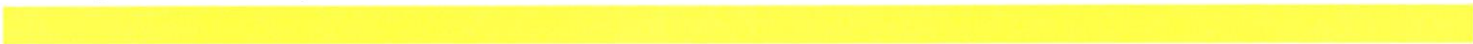
 Elevator In-Cab (Each)

Use-Case Level Location Optimization (sq ft): 510,000

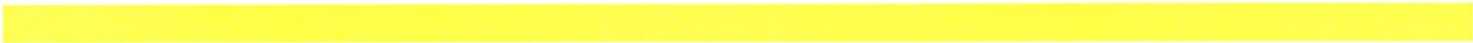
Number of Passes: 2 (Supports Remediation)

Test for HID Card Reader or Other
125 KHz Interferers

Client Expectations and Objectives



Associated Integrations and Expectations



SYSTEM ARCHITECTURE

The System Architecture section includes the Securitas Healthcare network hardware, network cabling and server requirements necessary to support the AeroScout Tags and Exciters in addition to the AeroScout Location Engine and MobileView software and associated integrations.

AEROSCOUT LOW FREQUENCY EXCITERS & WI-FI GATEWAYS

The table below summarizes the AeroScout Low Frequency Exciter and Wi-Fi Gateway counts with their associated POE and jumper cable needs for each included facility. Two miscellaneous components, the Patient Protection Tag Drop Boxes used to deactivate the Patient Tags when removed at discharge, and the IP Relays typically used to trigger strobes, alarms or elevator events under MobileView software control.

IMPORTANT NOTE: AeroScout Low Frequency Exciters & Tags WILL experience OPERATIONAL ISSUES from 125 kHz HID Card Reader interference and other devices unless special design and protocol considerations are employed!

AEROSCOUT LOW FREQUENCY EXCITERS, GATEWAYS and USE CASE SPECIFIC ACCESSORIES															
FACILITY	ANT 4210	EX 3220	EX 5200	EX 5210R	EX 5500	GW 1200 (WI-FI)	GW 3000 (WI-FI)	GW 3100 (WI-FI)	GW 4000 (BLE)	GW 4100 (BLE)	PAT PROTECTION DROP BOX	IP RELAY	LF EXCITER POE CBLs	LF EXCITER NW-ONLY CBLs	CHAINING CBLs
Riverside University Health System	12		8		27			33					68		12
SUBTOTALS	12		8		27			33					68		12
SPARES	1		1		1			1							
TOTALS	13		9		28			34					68		12

Project Specific Details

AEROSCOUT LOCATION ENGINE RTLS SOLUTION DETAILS

The table below summarizes the AeroScout Location Engine details associated with each included facility. The number of included floors and their RTLS coverage (in square feet) are noted.

- The ALE (AeroScout Location Engine) type is noted and whether ALE setup is required for the solution the covered facilities. (The existing configuration will be leveraged when unchecked.)
- The EX4300 Management Tool setup is noted when supporting of the EX4300 Ultrasound Exciters.
- Global location optimization square footage is noted when included for each facility, with a callout below this table of the total Use Case-Level Location Optimization coverage included from the sections above.

NOTE: The Aruba Airwave integration requires Client-owned Airwave software and licensing.

AEROSCOUT LOCATION ENGINE DETAILS							
FACILITY	FLRS	COVERAGE (SF)	ALE TYPE	SETUP	4300 MGT ENG SETUP	GLOBAL LOC OPT (SF)	SETUP
Riverside University Health System	3	255,000	Aruba Airwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
TOTALS	3	255,000	TOTAL GLOBAL LOC OPTIMIZATION				

Additional Use Case-Level Location Optimization required as noted in Use Case sections above: 510,000 (SF)

Project Specific Coverage Details

AeroScout Location Engine Map Requirements

Client provided facility maps/floors for the AeroScout Location Engine should meet the following requirements:

- Map file formats should be either GIF, JPG, BMP or PNG type
- Total resolution not greater than 16,777,215 pixels (4095 x 4095)
- Max file size 10 MB
- White background, black lines, just walls and room numbers primarily. No need for other drawing layers.
- Map images should be cropped with minimal white space
- Scaling and aspect ratio accuracy must be verified
- Map/file names should clearly align with site hierarchy
- Cisco MSE/CMX/DNAS maps are auto-synchronized to the AeroScout Location Engine from Prime/ DNA Center
- Aruba maps can optionally be synchronized to the AeroScout Location Engine with Airwave integration

SERVER INFRASTRUCTURE REQUIREMENTS

The Securitas Healthcare AeroScout® RTLS solution(s) employ several server-based software applications and integrations. This section defines high-level application server requirements supporting the application products for each new or existing server supporting this solution.

The AeroScout Location Engine, EX4300 Management Tool (when required), the MobileView application server and SQL database server, and additional Integration servers required for the solution details are included with the general Engine Manager and other necessary ancillary workstation requirements.

Securitas Healthcare supports these applications on physical stand-alone Client provided server hardware or can support them under VMware virtualization with the appropriate level of Memory and CPU resource reservation.

Project Specific Details

HA for ALE and MV will be implemented

SERVER PLATFORM							
DESCRIPTION	SERVER NEEDS			UPGRADE EXISTING	TOTAL SVR SETUP	HIGH AVAILABILITY	
	EXISTING	VERSION	NEW			ADD	HA PAIRS
ALE STANDARD (NON-CISCO)			2	<input type="checkbox"/>	2	<input checked="" type="checkbox"/>	1
MOBILEVIEW APPLICATION			2	<input type="checkbox"/>	2	<input checked="" type="checkbox"/>	1
MOBILEVIEW SQL DATABASE			1				

AirWave ALE integration supported for this solution

High Availability Server Requirements

The ALE and MobileView environment supports High Availability of its core server components including the ALE, the EX4300 Management Tool, the MobileView application and the Distributed Gateway. Each HA server pair operates under an Active-Passive cluster mode, where the Passive (backup) server remains idle while data is synchronized between it and the Active partner until it detects a failure of the Active node, forcing the Passive node to Activate and take control of the cluster. When properly licensed and configured the High Availability function requires a Client-supplied Load Balancer to provide the Virtual IP Address that is shared by each of the servers in a cluster.

NOTE: MobileView SQL Database High Availability is outside the scope of the Securitas Healthcare HA solution.

NOTE: Clients employing Wi-Fi Access Point (WAP) HA should consult their WLAN Vendor for proper configuration.

Load Balancer Requirements

A Client-provided Load Balancer is required for High Availability providing the following capabilities:

- Provide a Virtual IP Address for each HA server cluster
- Manage both TCP and UDP data streams
- Support dynamic Network Address Translation (NAT)
- Transfer data stream to the Active Node (recognizing active node by port rule)
- Maintain source IP Address/Port according to the rules for any data stream direction
- Port translation should be DISABLED for each VIP cluster pair
- Source network address translation must be ENABLED (i.e. F5 SNAT is DISABLED by default; needs ENABLED)
- ALE Persistence should be DISABLED, but when ENABLED should be set to a LOW VALUE. Only one ALE is online at a time, no traffic should be routed to the passive ALE unless it passes the health check.
- MobileView Persistence MUST be ENABLED. If DISABLED MobileView clients will continuously be required to log back into the web application.

AeroScout Location Engine for Standard (Non-Cisco) Wi-Fi Networks

The non-Cisco Wi-Fi network location platform is a stand-alone AeroScout Engine Server (AES) that supports the Microsoft Windows Server operating system. The AES supports physical server hardware or a VMware virtualized server ESXi 6.5 and above. The minimum Microsoft Windows server requirements include at least an Intel Core i5 or greater processor, 8GB of RAM, 200 GB disk space and a 1000Mbps Ethernet interface. The Engine Sizing Tool specifies the vCPU and RAM requirements.

The non-Cisco AeroScout Location Engine now supports integration with the Aruba Airwave platform under Airwave version 8.2.12.1 and above. This integration brings many of the Cisco ALE integration capabilities to Aruba including, full synchronization of Campus, Building, Floor, Maps, APs from AirWave to the Engine; design change notifications; support for AirWave map image formats (GIF, JPEG, PNG, BMP); AirWave API status; ALE High Availability support; and the ability to connect one (1) AES to two (2) AirWave Servers.

STANDARD (NON-CISCO) AEROScout ENGINE SERVER (V5.6) - PHYSICAL & VMWARE REQUIREMENTS					
SUPPORTED OPERATING SYSTEM VERSIONS	CPU (2.0 GHz Min)		RAM (8GB Min)		HDD MINIMUM
	CPU/vCPU	RESERVED	REQUIRED	RESERVED	
WINDOWS SERVER 2022 (STANDARD)	2 CORES	2 CORES	12 GB	12 GB	200 GB
WINDOWS SERVER 2019 (STANDARD)					
WINDOWS SERVER 2016 (STANDARD)					
WINDOWS SERVER 2012 R2 64-BIT (STANDARD)					

Memory Allocation for VMware (both Cisco MSE 8.0, CMX and DNA Spaces and above, and Non-Cisco)

The AeroScout Engine Server memory allocation should be increased above the levels calculated with the Engine Sizing Tool when the Engine Configuration Backup size increases to 100MB and beyond (this can only be determined once the Engine configuration is completed and all Recording files are applied).

The table below indicates the proper memory allocation increase. Securitas Healthcare Support should be contacted to validate any 16GB memory allocation PRIOR to applying it.

ENGINE CONFIGURATION BACKUP SIZE	100MB	200MB	300MB
SIZING TOOL CALCULATION	REQUIRED MEMORY ALLOCATION		
SIZE <= 4GB	8GB	12GB	16GB
SIZE > 4GB <= 8 GB	12GB	12GB	16GB
SIZE > 8GB <= 12 GB	16GB	16GB	16GB

NOTE: Single Engine deployments with a Configuration Backup size larger than 300MB requires 16GB of RAM.

NOTE: High Availability deployments require that the Configuration Backup size is limited to 300MB.

AeroScout Engine Manager

The AeroScout Location Engine is managed and controlled with the AeroScout Engine Manager. The minimum Microsoft Windows desktop and server requirements include an Intel Core i3 or greater processor, 6GB of RAM (dedicated to the AEM), 50 GB disk space and a 100/1000Mbps Ethernet interface.

AEROScout ENGINE MANAGER SERVER/WORKSTATION PHYSICAL & VMWARE REQUIREMENTS					
SUPPORTED OPERATING SYSTEM VERSIONS	CPU (1.5 GHz Min)		RAM (8GB Min)		HDD MINIMUM
	CPU/vCPU	RESERVED	REQUIRED	RESERVED	
WINDOWS 10/11 64-BIT (ENTERPRISE)	2 CORES	0 CORES	6 GB	0 GB	50 GB
WINDOWS SERVER 2022 (STANDARD)					
WINDOWS SERVER 2019 (STANDARD)					
WINDOWS SERVER 2016 (STANDARD)					
WINDOWS SERVER 2012 R2 64-BIT (STANDARD)					

NOTE: The AEM should NOT be installed on the MobileView application server. Install on a dedicated workstation or IT support team's laptop computers.

AeroScout Location Engine High Availability

As noted above the ALE, EX4300 Management Tool and Distributed Gateways support High Availability. Each HA server pair operates under an Active-Passive cluster mode, requiring two (2) identical physical servers or VMware virtualized instances. A Client-supplied Load Balancer is required to provide the Virtual IP Address shared by each of the servers in a cluster. Additional considerations should be made to provide alternate workstations and/or virtualized instances of the AEM and WEB Browser Clients needed to manage these platforms under a failover state.

NOTE: High Availability deployments require that the Configuration Backup size is limited to 300MB.

AeroScout Location Engine Project Specific Details

HA for ALE will be implemented

MobileView Application Server

The MobileView application supports physical server hardware or a VMware virtualized server. The minimum Microsoft Windows server requirements include at least an Intel Core i5 or greater processor with a 100Mbps (minimum) Ethernet interface. The MobileView Sizing Tool specifies the MobileView Application Size as Medium, Large or Extra Large, and provides a SQL database storage requirement estimate.

- At least 100 GB of HDD space should be allocated for the Windows Server Operating System partition for the OS and MobileView application modules, leaving sufficient space for log files (maintain 10GB of free space).
- RAM requirements are defined for MobileView application and Windows/Linux OS services only. Services including Firewall, Antivirus, and others will require additional RAM resources.
- A MAXIMUM of three Gateways are supported on a single MobileView server. When additional Gateways are required they can be installed on stand-alone Distributed Gateway servers supporting five (5) Gateways per server.

The following table outlines the MobileView requirements when deployed on a VMware virtual server. MobileView supports operation under VMware ESXi server version 4.1 and above, REQUIRING VM server resource reservation to prevent undesirable resource allocation contention. (Resulting in processor or memory resource allocation delays impacting event performance, poor User Interface response, and location report loss or error.)

MOBILEVIEW SERVER (V5.6) - VMWARE VIRTUALIZED SERVER INSTANCE						
MV APP SIZE	SUPPORTED OPERATING SYSTEM VERSIONS	CPU (1.5 GHz Min)		RAM (12GB Min)		HDD MINIMUM
		CPU	RESERVED	REQUIRED	RESERVED	
EXTRA LARGE	WINDOWS SERVER 2022 (DATA CENTER/STANDARD)	8 CORES	8 CORES	26 GB	26 GB	100 GB
	WINDOWS SERVER 2019 (DATA CENTER/STANDARD)					
	WINDOWS SERVER 2016 (DATA CENTER/STANDARD)					

MobileView SQL Database Server

The MobileView application requires a separate Microsoft SQL database server deployed on dedicated physical hardware or as a SQL instance within an existing SQL server cluster, typically installed in a VMware virtual server environment. Note that the MobileView application is very transactional, intolerant of database access delays.

Often the MobileView database is created as a schema instance within an existing database server environment and is not always deployed as a stand-alone instance. For this reason the actual database server requirements may greatly exceed the MobileView database requirements listed below, but these requirements attempt to indicate the relative performance loading or overhead required for the application.

The following table outlines the MobileView SQL Database requirements when deployed on a VMware virtual server, REQUIRING VM server resource reservation to prevent undesirable resource allocation contention.

MOBILEVIEW SQL DATABASE SERVER (V5.6) - VMWARE VIRTUALIZED SERVER INSTANCE

FLAGS: = YES = NO

MV APP SIZE	SUPPORTED MICROSOFT SQL DATABASE VERSIONS	CPU (1.5 GHz Min)	RAM	IOP CONSIDERATIONS	HDD MINIMUM
EXTRA LARGE	MICROSOFT SQL SERVER 2022 (STANDARD/ENTERPRISE) MICROSOFT SQL SERVER 2019 (STANDARD/ENTERPRISE) MICROSOFT SQL SERVER 2017 (STANDARD/ENTERPRISE) MICROSOFT SQL SERVER 2016 (STANDARD/ENTERPRISE)*	8 CORES (ALL RESERVED)	32 GB (ALL RESERVED)	600 IOPs MINIMUM	300 GB

* Microsoft SQL Server 2016 **SHOULD BE** upgraded to Microsoft SQL Server 2016 SP2 (and above) **BEFORE** upgrading MobileView, to take advantage of the enhanced SP2 (or above) partitioning logic stability. Performance issues have been encountered during MobileView application software upgrades on SQL Server 2016 SP1

SCOPE OF WORK

This High-Level Scope of Work (SOW) defines the work to be performed by Securitas Healthcare under contract to Riverside University Health System ("Client") for delivery of the HUGS use case(s) defined above. The major activities, tasks, responsibilities, and deliverables within each phase are defined in the following sections.

Note: *Products and services not described herein or included on the Securitas Healthcare proposal/quote are outside the scope of this work effort.*

ROLES AND RESPONSIBILITIES

Securitas Healthcare Implementation Team – Roles, Responsibilities

- **Project Manager.** Primary installation contact for the Client. Responsible for managing the implementation process to successful completion. The PM acts as a facilitator for all project activities, tracking all project documentation and deliverables, overseeing order processing, and coordinating any shipments with the customer.
- **Solution Engineer.** Responsible for Securitas Healthcare software installation and configuration, recommended hardware placement, configuration, and testing in the Client's environment. May participate in solution design. Project may employ a combination of Associate Solution Engineer, Solution Engineer and Sr. Solution Engineer.
- **Clinical Consultant.** Responsible for conducting Infant and Patient Protection, Staff Tracking, and Patient Tracking/Flow workshops, mapping necessary workflows and software configuration planning. Also responsible for Clinical user training and coordination of Go Live support.
- **Authorized Service Provider (TRL Systems, Inc.).**
Engaged in Hugs Infant Protection and Patient Protection Use Cases to provide related levels of installation, configuration and support per the Certification qualifications including:
 - **Low Voltage Security Technician.** Responsible for low voltage security component installation and configuration, test, and Go live support.

Note: *Securitas Healthcare may combine or redistribute team member responsibilities as required to facilitate completion of the project in a timely manner.*

Client Implementation Team – Roles, Responsibilities

- **Executive Sponsor.** This individual is responsible for the decision to purchase the Securitas Healthcare solution expected to communicate information about the Client's goals for the solution within their organization.
- **Project Manager.** The primary point of contact responsible for onsite project coordination and fulfillment of Client responsibilities in a timely fashion. This individual must be empowered by senior management with decision-making authority to ensure open issues are resolved expeditiously, leading to a successful implementation.
- **Business Use Case Owner/Administrator.** The owner and/or administrator of the system from a Use Case perspective. This owner will attend relevant workshops and training discussions, supporting the software setup, rollout, and on-going Use Case related administrative tasks.
- **IT Network Contact.** Responsible for ensuring sufficient IT infrastructure is in place to support the installation (e.g. IP addresses, network connections, power to devices, etc.).
- **IT Server Contact.** Responsible for preparing servers that host the Securitas Healthcare AeroScout® software applications, ensuring connectivity to the hardware, and establishing database backup procedures.

Client Subcontractor Roles

- **Elevator Service and Support Vendor.** This vendor supports all security solution component installation include elevator door contacts, elevator controller interface cabling, and any Securitas Healthcare security components that must be installed within elevator cars. **The Client will ALWAYS contract directly with the Elevator Service and Support Vendor.**

DIVISION OF RESPONSIBILITIES (DOR)

The Product and Information Provision table below identifies the parties responsible to provide solution hardware, software, server and system information, remote and onsite network access, and physical access. In many cases the Client and their preferred CAT-6 Cabling Subcontractor share the network cabling deployment efforts.

DOR - PRODUCT and INFORMATION PROVISION									
	CLIENT	SECURITAS HEALTHCARE	INTEGRATION VENDOR	CUST CABLING SUB	AUTHORIZED SERVICE PROVIDER (ASP)	ELEVATOR SERVICE PROVIDER	CBL VENDOR -	ACS VENDOR -	SECURITAS MANAGED SERVICES
Securitas Tags		☑							
Securitas Tag Cradles, Lanyards, Chargers, Accessories		☑							
Securitas Exciters, Gateways, IP Relays		☑							
ALE/ EX4300 MT Software Licenses		☑							
MobileView Software Licenses		☑							
Door Switch Contact				☑					
Elevator Door Contact					☑				
Elevator Door PIR Sensor									
Door Entry Keypads									
DPDT Relay/ Junction Box				☑					
Maglocks									
Strobes/ Sirens				☑					
DC Power Supply				☑					
DC Power Supply AC Power Circuit	☑								
CAT5/6 Horizontal and Jumper Cable				☑					
CAT5/6 Patch Cables (Hugs/ PP Exciters)									
CAT5/6 Patch Cables (Network Closet & non-Hugs/PP Exciters)	☑		☑						
Door Contact Cable to EX5500				☑					
Elevator Door Contact Cable to EX5500					☑				
Elevator Door PIR Cable to EX5500									
Elevator Interface Cable, Code Pink Software									
Maglock/ Access Control Cable to EX5500									
Strobe/ Siren Cable to EX5500/ IP RELAY	☑		☑						
DC Power Cable to Securitas Exciter				☑					
DC Power Cable to IP Relay				☑					
ASP OSHPD Submittal Assistance				☑					
Provision Servers for Software Installation	☑								
Provision Instant Notifier/ Test Station Workstations for Software Installation	☑								

Configure Active Directory Tree/ Domain Groups for MV User Accounts	<input checked="" type="checkbox"/>																			
Provide SMTP Server Information	<input checked="" type="checkbox"/>																			
Provide Accurate Maps/ AP Layout	<input checked="" type="checkbox"/>																			
Provide Physical Access to Purchased Securitas Healthcare Equipment	<input checked="" type="checkbox"/>																			
Provide Remote Access to Servers	<input checked="" type="checkbox"/>																			
Permit Securitas Healthcare/ Subcontractor to use Company-owned laptop on Client Wi-Fi/ Ethernet network	<input checked="" type="checkbox"/>																			

The Product Installation table below identifies the parties responsible to perform the multitude of tasks necessary for solution installation. In many cases the Client and their preferred CAT-6 Cabling Subcontractor share the network cabling deployment efforts as noted above.

DOR - PRODUCT INSTALLATION									
	CLIENT	SECURITAS HEALTHCARE	INTEGRATION VENDOR	CUST CABLING SUB	AUTHORIZED SERVICE PROVIDER (ASP)	ELEVATOR SERVICE PROVIDER	CBL VENDOR	ACS VENDOR	SECURITAS MANAGED SERVICES
Project Management (Full Solution)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
Software Installation MV/ ALE/ Sense Engine	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
MobileView System Programming/Configuration		<input checked="" type="checkbox"/>							
Coordinate Location Optimization Escort and Access	<input checked="" type="checkbox"/>								
Perform Location Optimization and Analysis		<input checked="" type="checkbox"/>							
Provide Final Chokepoint/ Room/ Zone Names	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>						
Create MobileView Zones		<input checked="" type="checkbox"/>							
Install Door Switch Contact					<input checked="" type="checkbox"/>				
Install Elevator Door Contact						<input checked="" type="checkbox"/>			
Install Elevator Door PIR Sensor									
Install DPDT Relay/ Junction Box					<input checked="" type="checkbox"/>				
Install Maglock(s)									
Install Strobes/ Sirens					<input checked="" type="checkbox"/>				
Physical Securitas Exciter, Gateway, IP Relay Mounting					<input checked="" type="checkbox"/>				
CAT5/6 Horizontal and Jumper Cable					<input checked="" type="checkbox"/>				
Data Closet Equipment Patching	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>					
Securitas Exciter/ Gateway Configuration and Tuning		<input checked="" type="checkbox"/>							
Install CAT5/6 Patch Cables (Hugs/PP Exciters)					<input checked="" type="checkbox"/>				
Install Low Voltage Door Contact Cable					<input checked="" type="checkbox"/>				
Install Low Voltage Elevator Door Contact Cable						<input checked="" type="checkbox"/>			
Install Low Voltage Elevator Door PIR Cable									
Install Low Voltage Elevator Interface Cable and Code Pink Software as Needed									
Install Low Voltage Maglock/ ACS Cable to EX5500									
Install Low Voltage Strobe/ Siren Cable to EX5500	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>					
Install DC Power Cable to Securitas Exciters					<input checked="" type="checkbox"/>				
Install DC Power Cable to Securitas IP RELAY					<input checked="" type="checkbox"/>				
Provide Asset/ Staff/ Patient Data for Import to MobileView	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>					
Import Asset/ Staff/ Patient Data into MobileView		<input checked="" type="checkbox"/>							

Configure Best Practice Event Logic		<input checked="" type="checkbox"/>								
Perform Full System Test		<input checked="" type="checkbox"/>								
Perform Client User Acceptance Testing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>								
MobileView Administrator Training		<input checked="" type="checkbox"/>								
End User, Clinical User, User Trainer, Training		<input checked="" type="checkbox"/>								
Go Live Support		<input checked="" type="checkbox"/>								

Site Visits

Site visits for Securitas Healthcare Implementation Team members are necessary for the successful implementation of the project.

Working Hours

The normal working hours for Securitas Healthcare’s Implementation Team is Monday through Friday 8:00 am to 5:00 pm local time, including travel time. Usual travel days to and from the customer site are Monday and Friday.

Services Sold/Included

SKU	EFFORT	SERVICES DESCRIPTION
PSP-PSO-2-SDC	VARIABLE	<p>Project-based Professional Services - Planning, Design & Configuration Securitas Healthcare Solution Planning, Design & Configuration Services, including Work Shop planning, staging, system setup and configuration.</p> <ul style="list-style-type: none"> • Dedicated Project Management coordinates project plan, deployment and oversight • Solution design assembly and review for acceptance by the Client • Kickoff meetings, Technical, Clinical and IT workshops • Equipment staging, physical device mounting instruction and oversight • AeroScout Location Engine and MobileView software installation and global configuration • Solution Use Case system and event configuration and notification planning <p>ASP may perform Hugs and Patient Protection tasks while Securitas Healthcare:</p> <ul style="list-style-type: none"> • Provides Project Management oversight to meet Securitas and Client defined milestones • Provides all Clinical Consulting Services (Planning, Workshop, Clinical Training, Go-live) • Provides system configuration audit and High Availability configuration (as required)
PSP-PSO-3-ID	VARIABLE	<p>Project-based Professional Services - Infrastructure Deployment Securitas Healthcare Infrastructure Deployment Services, including Exciter survey, configuration and test (when appropriate). Also includes location optimization, analysis and application. These services comprise the bulk of the Securitas Healthcare Infrastructure installation, configuration, and testing efforts.</p> <ul style="list-style-type: none"> • Dedicated Project Management coordination for infrastructure deployment • Exciter site survey (validate final Exciter design, placement and mounting) • Exciter survey report (review with Client and 3rd Party installation vendor) • Wi-Fi network location optimization, analysis and accuracy validation • Exciter and Wi-Fi Gateway configuration, tuning and testing • Tag charging station, Infant Admit/Authentication client, Instant Notifier setup and test <p>ASP may perform Hugs and Patient Protection tasks.</p>
PSP-PSO-4-TGL	VARIABLE	<p>Project-based Professional Services - Testing, Training, Go-live and Turnover Securitas Healthcare Infrastructure Solution Test, UAT, Training, Go-live and Turnover services, including User Acceptance Testing, Administrator training (as required), User training, onsite/offsite Go-live support and project Turnover services.</p> <ul style="list-style-type: none"> • Dedicated Project Management coordinates project completion, training, go-live and turnover • Systems test and auditing, User Acceptance testing and commissioning • Final documentation completion including AS-IS solution design and Exciter design drawings • IT services Solution Administration training (as required) • End-User, Super-User training planning and delivery • Onsite and/or offsite Go-live system activation/cutover support • Project hand-off to both Client and Securitas Technical Support Organization <p>ASP may perform Hugs and Patient Protection tasks while Securitas Healthcare:</p> <ul style="list-style-type: none"> • Clinical Consultants provide End-User training planning and delivery • Clinical Consultants provide onsite Go-live system activation/cutover support

Project Schedule

Project Manager assignment typically occurs within 4 weeks of processing the Client's purchase order. Once the Sales team hands the project off to the Implementation team, the Project Pipeline Manager schedules the Project Introduction meeting via teleconference to introduce the Implementation team, communicate the planning/execution process, and confirm the project objectives and timeline. After this, the Project Manager schedules the Client Kickoff meeting via teleconference to begin the project planning and deployment activities. The overall project duration is finalized in cooperation with the Client Stakeholders after the Project Workshops have been held and a full and clear understanding of all tasks and task owners is reached between Securitas Healthcare and the Client.

PROJECT METHODOLOGY

A phased approach is utilized to focus Client and Securitas Healthcare resources around milestones and deliverables within the timeline, budget, and resource requirements defined by the project.

Securitas Healthcare's seven project phases include:

1. **Project Planning.** Securitas Healthcare and Client team members work closely together to scope and plan the implementation. The three key deliverables of this phase are the Site Survey, Solution Design, and Project Plan.
2. **Installation.** Using the detailed placement specification from the Site Survey and Solution Design, Client resources install, power, and network the Securitas Healthcare hardware. The server hardware is prepared in advance by the Client before the Securitas Healthcare software applications are installed.
3. **System Configuration.** The installed components (hardware and software) are configured and integrated into a working system per the Solution Design. Integration consulting is also performed during this phase.
4. **System Testing.** The installed and configured system is verified to meet the functionality required by the use case(s) in the Solution Design.
5. **Acceptance Testing and Handoff.** The Client tests the Securitas Healthcare system to verify the capabilities according to the Solution Design.
6. **Training.** Securitas Healthcare Administrative and End/ Super User training is provided (Hours Purchased).
7. **Go Live Support.** Onsite and offsite support provided during Securitas Healthcare system activation for predefined period (one or more days).

The Securitas Healthcare Project Manager will develop a detailed project plan during the planning phase.

PHASE 1 - PROJECT PLANNING

Site Survey

The Site Survey identifies the proper AeroScout® Exciter and/or Gateway hardware placement. The Site Survey to validate Low Frequency Exciter location includes physical Exciter placement (via a test fixture) and preliminary tuning to define the exact placement for each device prior to installation. Wi-Fi Gateway and Ultrasound Exciter placement is validated by touring each unit to validate proper ceiling and wall placement required to achieve desired operation prior to device installation.

Client Responsibilities

- Provide electronic map images for all coverage areas per Securitas Healthcare specifications
- Provide access to all areas for Securitas Healthcare personnel
- Work with Securitas Healthcare to explore hardware placement options
- Assign dedicated contact to assist Securitas Healthcare with site survey access

Securitas Healthcare Responsibilities

- Inspect facility, reviewing characteristics of each location
- Work with Client to explore hardware placement options
- Update design documentation to include installation and placement details for cabling and device installation

Solution Design and Project Plan

Map the Client's business requirements to use cases, developing the system installation and configuration plan, and identifying resources to solidify the project timeline. Securitas Healthcare works closely with the Client to validate their use case business requirements creating a solution design and project plan to deliver the expected value.

Client Responsibilities

- Work with Securitas Healthcare to define detailed requirements for the end solution
- Assist Securitas Healthcare with project plan development
- Review project plan milestones with the senior management team to set expectations
- Provide workspace for Securitas Healthcare Implementation Team
- Provide security access to the necessary buildings and coverage areas

- Sign-off on delivered services as they are completed on Securitas progress worksheets
- Work with Securitas Healthcare to define the User Acceptance Test Plan

Securitas Healthcare Responsibilities

- Coordinate timely communications with Client for all engagement needs
- Review Statement of Work with the Client's Executive Sponsor and the Project Lead
- Document the solution requirements in a detailed Solution Design specification
- Provide hardware and software requirements to the Client
- Work with Client to finalize project plan to meet their overall project milestones
- Coordinate and conduct project workshop(s) with Client to develop use case configuration requirements, model workflows, and outline user training needs
- Document the User Acceptance Test Plan for the use case(s)

Site Readiness

During this step, Securitas Healthcare works with the Client to identify key readiness milestones, working collaboratively to accomplish them.

Client Responsibilities

- Plan, procure and coordinate support for the necessary server hardware or VM resources, operating system software and database software/instance to meet Securitas Healthcare specifications
- Plan, procure and coordinate support for the 3rd Party infrastructure hardware/ software per Securitas Healthcare specifications
 - All 3rd party costs are the responsibility of the Client (unless stated otherwise)
- Review site maps with system users and obtain their approval/ acceptance prior to use, validate accuracy of Access Point placements
- Apply any required Access Point changes to meet location accuracy needs
- Update/ upgrade wired, and wireless infrastructure software as needed for compatibility
- Assign technical resources to work with Securitas Healthcare on readiness items
- Provide IP addresses, power, network connections for Securitas Healthcare AeroScout Tags, Exciters and Gateways
- Approve and provide remote access to server, database, and network

Securitas Healthcare Responsibilities

- Provide documentation and guidance on the following (if not already provided):
 - Map best practices
 - AP layout best practices
 - Server configuration guidelines
 - Database sizing guidelines
 - Software compatibility
 - OSHPD submittal assistance and documentation
- Provide Site Readiness Acceptance once the site readiness elements are completed

Deliverables

Solution Design Document. Defines the Securitas Healthcare system installation and configuration requirements and the User Acceptance Test Plan.

Project Plan Initial Draft. Tasked-based deployment timeline.

Readiness Validation. A list of readiness needs required to ensure all Phase 1 components were completed before moving to the next phases.

PHASE 2 - INSTALLATION

The Securitas Healthcare hardware and software components are installed during this phase. Leveraging the Site Survey and Solution Design, Client resources install, power, and network the Securitas Healthcare hardware. Server hardware prepared in advance for the Securitas Healthcare software application installation usually performed remotely.

Note: *Super Users and Application Managers are permitted to shadow the Securitas Healthcare Implementation Team during the Phase 2 Installation and subsequent Phases.*

Note: *The wired and wireless networks must be commissioned, functional and stable on all floors before Exciter and Location Optimization work can begin.*

Server Installation/ Upgrade (as required)

Client Responsibilities

- New Servers – Prepare servers and database to Securitas Healthcare specifications
- Grant Securitas Healthcare access to new AeroScout Location Engine and MobileView servers to install the application files
- Install prerequisite software on predefined Securitas Healthcare MobileView client machines as directed by Securitas Healthcare
- Setup database backup schedule

Securitas Healthcare Responsibilities

- Remotely install, upgrade and/or configure the Securitas Healthcare AeroScout Location Engine and MobileView solution(s)

Wi-Fi Network Configuration and Verification

Client Responsibilities

- Procure, install and maintain 3rd Party Wi-Fi Network Hardware and/or Software per Securitas Healthcare requirements (including cabling and configuration)
- Provide up-to-date access point version, model, and configuration information updating as required
- Assist with Tag message reception verification at AeroScout Location Engine

Securitas Healthcare Responsibilities

- Verify proper Wi-Fi Infrastructure and Access Point configuration and communication with the AeroScout Location Engine
- Physically mount RTLS Tags to assets
- Physically mount BLE Asset Tags to assets
- Provide guidance on Tag mounting, placement, wearing and banding techniques

Location Optimization

Location Optimization Services validate and improve RSSI location accuracy through planning, data collection, analysis, and documentation of actual location results and recommendations.

Client Responsibilities

- Coordinate access to all coverage areas for Securitas Healthcare personnel (including patient rooms) during Location Optimization recording process
- Provide Securitas Healthcare access to the Securitas AeroScout Location Engine (either provide Securitas Healthcare personnel access to Client-owned laptop, or permit them to connect their Company-owned laptop to the Client Wi-Fi network)
- Provide a pushcart to carry laptop and Securitas Tags
- Work with Securitas Healthcare to explore Tag placement options for Location Optimization recording
- Assign dedicated Contact/Escort to assist with Location Optimization access.

Securitas Healthcare Responsibilities

- Inspect facility, reviewing characteristics of each location
- Work with Client to explore tag placement options for Location Optimization recording
- Configure several Securitas Tags to beacon at a one-second interval or use Securitas Test Tags.

- Position these "TEST" Tags throughout the coverage areas to record their tag messages at each position
- Download and analyze the recording data using AeroScout Engine Manager
- Identify problematic coverage, location accuracy, floor separation issues for Client
 - Perform Location Optimization second pass as needed based on the results of the location accuracy analysis performed in step above, followed with a second confirming analysis
- Create Radio Mesh file(s) for later installation on the AeroScout Location Engine under Phase 3

Exciter/ Gateway Installation and Verification

Client Responsibilities

- Configure Exciter/ Gateway IP Addresses under DHCP as needed

Securitas Healthcare & Authorized Service Provider (ASP) Responsibilities

- ASP provides Exciter/ Gateway CAT-6 network cabling installation at the locations identified in the Securitas Healthcare Site Survey and Solution Design
- Verify Exciter/ Gateway communication with the AeroScout Location Engine

Security Solution Door Contacts, Magnetic Locks, Strobes and Sirens and Power Supply Installation

The following installation tasks are associated with Hugs Infant Protection and Patient Protection solutions.

Client Responsibilities

- Provide security access to the necessary buildings and coverage areas for Securitas Healthcare and Authorized Service Provider implementation team
- Install required DC Power Supply AC power circuit/ receptacle(s)

Securitas Healthcare & Authorized Service Provider (ASP) Responsibilities

- ASP installs Door Switch contacts on protected egresses
- ASP installs Elevator Door PIR Sensors on protected outside elevator doors
- ASP installs DPDT Relays and Junction Boxes for designated egresses
- ASP installs Strobes and Sirens in designated locations
- ASP installs IP Relays in designated locations
- ASP installs DC Power Supplies (as required)

Security Solution Elevator Equipment Installation

The following installation tasks are associated with supporting elevator egress control under the Hugs Infant Protection and Patient Protection solutions.

Client Responsibilities

- Provide security access to the necessary buildings and coverage areas for Securitas Healthcare and Authorized Service Provider implementation team
- **Client will contract ALL Elevator Service and Support Vendor services DIRECTLY with the Elevator Vendor**

Elevator Service and Support Vendor Responsibilities (EX5500 Door Control OUTSIDE Elevator

- Install elevator Door Switch contacts on designated elevators -OR- extend Elevator Controller door status interface for elevator bank, terminating via low voltage cable in designated EX5500 Door Controller junction box(es), under ASP direction

Elevator Service and Support Vendor Responsibilities (EX5500 Door Control INSIDE Each Elevator Car

- Install elevator Door Switch contacts inside elevator car -OR- provide door status interface from control panel
- Install elevator EX5500 Door Controller and associated ANT4210 (when required) inside elevator car

- Install interconnecting low voltage cabling between elevator Door Switch contacts or control panel and EX5500 Door Controller
- Allocate required existing travel cable low voltage and coaxial cable (or install additional cabling as required) to support EX5500 Door Controller in each elevator car
- Install Cat5/6 POE network to coaxial transceivers on each end of coaxial travel cable supporting elevator car
- Install EX5500 Door Controller network cabling to coaxial transceiver in elevator and ADD additional Cat5/6 jumper cable to ANT4210 (when required)
- Install elevator controller interconnecting travel cable low voltage cabling between elevator controller and EX5500 Door Controller.

Securitas Healthcare Responsibilities

- Coordinate elevator security equipment installation needs with Client's Elevator Service and Support Vendor

Deliverables

Installed Hardware. Installed Securitas Healthcare hardware components.

Installed Security Hardware. Installed Infant and Patient Protection egress and alerting security hardware.

Installed Software. Securitas Healthcare AeroScout Location Engine, MobileView application, System Manager, and Hardware Manager Software will be installed and validated for proper operation.

Location Optimization Report. Includes Tag location accuracy with full analysis and remediation recommendations.

Radio Mesh File(s). Generated Radio Mesh files that are uploaded to the AeroScout Location Engine to improve Tag location accuracy.

PHASE 3 - SYSTEM CONFIGURATION

The installed Securitas Healthcare system hardware and software are configured and integrated into a working system per the Solution Design under this phase. Securitas Healthcare resources will unit-test system components to verify system functionality per the customer's requirements.

Configuration work may be performed at the customer site or from Securitas Healthcare facilities by remote connection.

Client Responsibilities

- Assign resources to support hardware configuration as required (networking, IT, etc.)
- Set up a test group of users
- Add groups for LDAP and test LDAP

Securitas Healthcare Responsibilities

- Validate Access Point configuration and communication with the AeroScout Location Engine
- Configure the Securitas Healthcare AeroScout Location Engine, applying Mesh Calibration for Location Optimization services (if employed)
- Tune Ultrasound and/or Low Frequency Exciters as per solution design (if employed)
- Draw zones, define users, configure events, develop Tag/User categories, and configure administrative settings into Securitas Healthcare MobileView platform

Deliverables

Properly Configured Securitas Healthcare software and hardware components.

PHASE 4 - SYSTEM TEST

Securitas Healthcare verifies that the installed and configured system meets the functionality requirements of the use case(s) in the Solution Design.

Prepare the Client's IT staff to manage the solution following deployment.

System testing work may be performed at the customer site or from Securitas Healthcare facilities by remote connection.

Client Responsibilities

- Assign resources as required to support system testing

Securitas Healthcare Responsibilities

- Conduct comprehensive system testing to verify solution functionality meets use case requirements, correcting any identified anomalies
- Provide server details (e.g. login, password, IP, etc.) required for system handoff to the Client's IT staff

Deliverables

Tested and verified Securitas Healthcare solution and components.

PHASE 5 - ACCEPTANCE TESTING AND HANDOFF

The Client tests the Securitas Healthcare solution to verify proper operation according to the Solution Design. Successful completion results in handing solution off to Client, prompting signature on the Acceptance Documents.

Client Responsibilities

- Work with Securitas Healthcare to define the acceptance test cases before completion of the project planning phase
- Assign individuals to conduct the acceptance testing, sign acceptance documents
- Acknowledge User Acceptance Test with sign-off
- Assign individuals to be Named Contacts for communication with Securitas Healthcare Technical Support

Securitas Healthcare Responsibilities

- Assist Client with execution of the acceptance test plan (as needed)
- Prepare IT handoff documentation, system backups, provide details on system back-up procedures, document the server login, passwords, and other technical settings
- Provide Client Named Contacts with login access to the Securitas Healthcare Technical Support online portal, and other Technical Support contact information

Deliverables

Signed Service Completion Document. Document acceptance by the Client for their Securitas Healthcare solution(s).

PHASE 6 - TRAINING

Client Technical Resources receive formalized training on maintaining and operating the solution, and new Super Users and End Users are trained how to access and operate the solution as required.

Administration and Super-User training is performed by Securitas Healthcare's Implementation team to reinforce the informal training provided during project execution.

Super Users and End Users are trained by the Implementation Team, Clinical Trainers and/or RTLS Solution Trainers for new solution deployments (per the Use Case requirements). Additional training may be offered for preexisting solution expansion projects. This training may be provided onsite or offsite, or a combination of both, depending on the solution use case requirements.

Clinical Staff user training (if required) is scheduled and coordinated by the Securitas Healthcare Clinical Consulting team (hours purchased).

Client Responsibilities

- Assist Securitas Healthcare with training and consulting services logistics
- Department Managers will ensure staff attend classes.
- Involve Nursing Education Department or other appropriate education leader for future training needs, incorporating into mandatory new hire orientation

Securitas Healthcare Responsibilities

- Assist with workflow design and documentation resulting from process improvements
- Produce site-specific training reference materials that will be used to facilitate learning and periodic in-servicing training

- Provide Administrator-level training on Securitas Healthcare MobileView platform configuration and support
- Provide MobileView Super User and Non-Clinical End User training
- Provide MobileView Clinical Super/End User use case training
- a closure meeting to review open issues and lessons learned, resulting in a project closure report

Deliverables

Trained Client Administrators

Trained Client Super-Users and End-Users.

Trained Clinical End-Users (if required for solution).

Customized training materials for Client-delivered training of future new-hires.

PHASE 7 - GO LIVE SUPPORT

Securitas Healthcare supports Go live efforts by providing limited onsite and offsite support, assisting Client with real time problem resolution, and user assistance during solution activation for a predefined (limited) period.

Client Responsibilities

- Monitor staff compliance with workflow, training instructions, and all procedures put in place during implementation
- Attend all status and check-in calls during Go live period
- Document anomalies or issues noted while Securitas Healthcare staff are offsite
- Train any new staff on-boarded during Go live period

Securitas Healthcare & Authorized Service Provider (ASP) Responsibilities

- Securitas Healthcare and ASP perform preexisting Infant or Patient Protection solution equipment cutover at each protected egress to the Securitas Healthcare solution equipment, testing the functionality at each egress before moving to the next egress
- Securitas Healthcare and ASP schedule visits during go-live period (as needed) to address issues or concerns that may arise, and assist with monitoring staff and system performance
- Assist Client staff when documenting anomalies or issues noted for escalation (as needed)
- ASP removes deactivated Infant or Patient Protection equipment from designated areas (abandoned cabling will only be removed under direct Client-to-ASP Time and Materials contract)

Deliverables

Finalized project documentation for Client and Securitas Healthcare Support hand-off, including AS-IS Solution Design Documents.

Finalized customized training materials for Client to support future onboarding and training activities.

CLIENT ACKNOWLEDGEMENT

The Securitas Healthcare Scope of Work Document details the project products, deliverables and responsibilities associated with the proposed solution, architected to meet the Client's needs. The proposed solution has been reviewed and verified. By signing below the Client confirms that this Statement of Work meets the solution objectives and agrees to meet their responsibilities as identified above.

SECURITAS HEALTHCARE, LLC

By: Cory Clark

Name: Cory Clark

Title: Sr Director of Field Operations

Date: Thursday, June 15, 2023

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Kristine Valdez Nov 30, 2023
Kristine Valdez (Title 30, 2023 08 23 PS)
Kristine Bell-Valdez, Deputy
Title: County Counsel

CUSTOMER

By: Chuck Washington

Name: CHUCK WASHINGTON

Title: Chair Board of Supervisors

Date: 1/23/24

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

By: Bruce Smith
Deputy

SPECIAL HUGS INFANT PROTECTION AND PATIENT PROTECTION NOTE:

Securitas Healthcare will produce an evaluation of the supporting Wi-Fi network's readiness to support the Infant and Patient Protection solutions by outlining recommendations for proper RTLS coverage after appraising the Wi-Fi Access Point (AP) placement and density throughout the covered building areas. All items and actions identified in the evaluation (if any) must be addressed, corrected and verified by Securitas Healthcare PRIOR to Installation and/or Activation of the HUGS Infant and Patient Protection solutions at any location.

Securitas will review the Wi-Fi Evaluation in its entirety with the Client to address any questions before they acknowledge understanding the importance of a properly designed Wi-Fi infrastructure, understand the content of the report, and agree to address identified Wi-Fi deficiencies BEFORE Securitas Healthcare and its assigned Partner proceeds with deployment and/or activation of the Infant or Patient Protection solution.

Change Management Procedure

Any changes or additions to the scope of the efforts must be mutually agreed upon by all parties through a Change Management Procedure.

In order to address requested and or required modifications, the Client may request a change to the Scope Objectives and associated Bill of Materials. As soon as practical after receipt of a change request, Securitas Healthcare will evaluate the request to determine any technical implications and impact on the functional and/or operational requirements of the proposed solution, the overall system architecture and design, the selected hardware, software and services, and the previously agreed upon time constraints for deployment.

In response to a change request, Securitas Healthcare will generate a change order proposal outlining the technical, pricing, and scheduling impacts. Should all parties decide to implement the change request, the Client will issue a Purchase Order acknowledging the changes to the Project Outline and Scope of Work, price, and/or delivery and execution schedules.

JAN 23 2024 15.1

APPENDIX B - SUPPORTING TASKS AND DOCUMENTS

SOLUTION TASKS & DOCUMENTATION

	<u>STATUS</u>
• Securitas Hugs Infant Protection and/or Patient Protection Design Drawings	COMPLETED
• Securitas Site Visit was Performed to Validate Exciter Design	COMPLETED
• Securitas Exciter Design was Reviewed with Client to Confirm BOM Quantities and Services	COMPLETED
• Securitas Wi-Fi Network Evaluation Completed and Reviewed with Client	COMPLETED
• Securitas Project Requirements and Statement of Work Document	COMPLETED

NECESSARY CUSTOMER DOCUMENTS & INFORMATION

• Wi-Fi Network Compatibility Information	COMPLETED
• Wi-Fi Network Access Point Placement Diagrams	COMPLETED
• Facility Architectural Drawings (basic architecture and reflected ceiling plans)	COMPLETED
• SIGNED - Securitas Wi-Fi Network Evaluation	PENDING
• Securitas Project Requirements and Statement of Work (This Document) Requires Signature	PENDING

Securitas HEALTHCARE INTERNAL HANDOFF DOCUMENTATION

• Solution Architect Bill of Materials	COMPLETED
• Solution Architect Resource Needs and Services Documents	PENDING



Infant and Patient Protection Wi-Fi RTLS Evaluation

Enterprise Coverage with Wi-Fi Gateway Augmentation

Riverside University Health System
Medical Center
26520 Cactus Ave
Moreno Valley, CA 92555

Opportunity No: 1092716

WILLIAM CHEAM

Solution Architect – Healthcare

Mobile: 602-317-6253

Email: William.Cheam@securitas.com

June 15, 2023



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Document Revision History

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	Final Review	[Name]	MM-DD-YYYY
1			



1. Purpose

Ensuring proper Wi-Fi infrastructure integrity throughout Infant and Patient protected unit(s) and transport areas is crucial to the successful deployment and operation of the Hugs® Infant Protection and Securitas Healthcare Patient Protection solutions. The Wi-Fi RTLS (Real Time Locating System) Evaluation informs the Client of the importance for a properly designed Wi-Fi infrastructure while appraising the Wi-Fi Access Point (AP) placement and density throughout the covered building areas, identifying potential deficiencies and how they might impact proper solution operation.

Securitas Healthcare Wi Fi Gateways can be employed to improve the existing Wi-Fi network coverage for proper solution operation without requiring the Client to purchase additional APs, Wireless Controller capacity or additional licenses.

This document provides an evaluation of the Wi-Fi network’s readiness to support the Infant and/or Patient Protection solutions coupled with a Wi-Fi Gateway augmentation design that addresses deficient coverage areas.

2. Engagement

The Wi-Fi RTLS Evaluation and Wi-Fi Gateway design are performed during the presale solution design and planning phase for new Infant and Patient Protection solutions (or expansion efforts) prior to purchase, to determine the readiness of the Client’s Wi-Fi network to plan for an appropriate Wi-Fi Gateway design for proper solution operation.

3. Client Acknowledgement

By signing below, Client understands the importance of a properly designed Wi-Fi infrastructure, understands the content of this report, and agrees to provide the necessary PoE cabling and switch ports for Wi-Fi Gateways provided by Securitas Healthcare **BEFORE Securitas Healthcare and/or its assigned subcontractor proceed with deployment and/or activation of the applicable Solution.** Additionally, the Client agrees to properly maintain the existing Wi-Fi network and notify Securitas Healthcare or its assigned subcontractor in advance of any scheduled upgrades or planned network outages. This Wi-Fi RTLS Evaluation is entered into pursuant to and governed by the Master Agreement between the parties dated N/A.

IN WITNESS WHEREOF, the undersigned parties are duly authorized to accept and execute this Wi-Fi Network Evaluation to be duly executed and signed as of the dates below.

SECURITAS HEALTHCARE, LLC

Signature: Ryan Fogarty
Ryan Fogarty (Nov 30, 2023 09:51 CST)
Name: Ryan Fogarty
Title: SVP Sales
Date: Nov 30, 2023

RUHS Medical Center

Signature: Chuck Washington
Name: CHUCK WASHINGTON
Title: Chair Board of Supervisors
Date: 1/23/24

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Kristine Valdez
Kristine Valdez (Nov 30, 2023 08:23 PST)
Kristine Bell-Valdez, Deputy
Title: County Counsel

Nov 30, 2023

ATTEST:
KIMBERLY A. RECTOR

By: Kimberly A. Rector
Deputy

JAN 23 2024 15.1

4. Wi-Fi RTLS Evaluation and Design Preparation

A Wi-Fi Evaluation is prepared by the Securitas Healthcare Presales Engineering team during the solution design and planning phase. The proposed Infant and Patient Protection units, transport pathways and adjacent areas are reviewed with the Client to identify the scope of required Wi-Fi coverage, and to investigate and consider operational workflows inside and outside of each unit.

The following information is required:

- Facility architectural plans supporting the protected unit(s) and transport pathways, including adjacent areas and adjacent floors above and below them
- AP placement drawings for these areas clearly indicating AP locations with architectural details
- Wi-Fi vendor, product models, and software versions
- Wi-Fi design goals for existing network (voice, data, video, location, or a combination) and Wi-Fi site survey and design documentation (if available)
- Pre-existing Infant and/or Patient Protection system design and deployment drawings (if applicable)

5. Evaluation and Wi-Fi Gateway Design Criteria

The evaluation applies RTLS AP placement rules against the Client's physical AP placement and relative building characteristics. A Securitas Healthcare Wi-Fi Evaluation Tool is employed to automate this process and apply the Wi-Fi Gateway receiver rules against the proposed Wi-Fi Gateway augmentation design. This process DOES NOT employ active RF signal measurements or detailed predictive RF propagation modeling.



For this and other reasons Securitas Healthcare identifies areas of potential concern within the proposed coverage areas and develops a Wi-Fi Gateway Augmentation Design specific to Gateway operation BUT CANNOT provide AP placement and design recommendations.

Wi-Fi Network Placement and Design Considerations:

- Place APs and Wi-Fi Gateways at building perimeters and corners, filling out central interior spaces
- APs and Wi-Fi Gateways should be equally spaced
- AP and Wi-Fi Gateways placement in Protected Units should meet the highest levels of Tag LOCATION ACCURACY and SUPERVISION oversight
- AP and Wi-Fi Gateways spacing in areas or floors adjacent to Protected Unit(s) should be similar
- Transport pathways and other areas of interest within the facility assessable to Visitors and Staff should meet the Tag SUPERVISION oversight requirements



For moderate deficiencies Clients may opt to augment coverage with AeroScout® Wi-Fi Gateways instead of adding APs to the coverage areas, that could negatively impact voice-grade operation.

For large deficiencies Clients may opt to implement the Hugs Infant Protection or Patient Protection Departmental Coverage solution that employs AeroScout Wi-Fi Gateways exclusively instead of using APs within the protected Unit(s). This model provides Unit PERIMETER CONTROL and Tag SUPERVISION oversight WITHIN the protected unit(s) ONLY.

Please refer to the [Appendix B - General Wi-Fi AP for RTLS Deployment Guidelines](#) for basic rules, concepts, and generally accepted criteria for proper Wi-Fi location tracking performance; or A Securitas Healthcare Solution Architect can provide the [Indoor RTLS Deployment Guide for Location-Ready Wi-Fi Networks](#) (Knowledge Base article 1096) to provide RTLS network design guidance.



6. Client Wi-Fi Environment

It is important to validate the current or planned Wi-Fi network infrastructure components against the supported brands, models, and software levels compatible with the AeroScout Location Engine.

Aruba Solution

AP Model(s): <u>635</u>	AP FW Version(s): <u>AOS 10.4</u>
Controller Model(s): <u>9240</u>	Controller FW Ver(s): <u>AOS 10.4</u>
<input type="checkbox"/> <i>Product model and version support was verified per KB article 1620</i>	



Since the Securitas Healthcare Wi-Fi Gateway design COMPLIMENTS the Client’s Wi Fi environment, the Client is EXPECTED to properly maintain the existing Wi-Fi network throughout the Infant and Patient protected areas, adjacent areas and floors, and transport pathways, to ensure proper solution operation. Securitas Healthcare or its assigned subcontractor should be NOTIFIED in advance of any planned upgrades or network outages to the Client’s Wi-Fi environment.

7. Evaluation Results with Wi-Fi Gateway Design Recommendations

Securitas Healthcare does NOT provide remediation details (more attuned to a Wi-Fi network design and augmentation) under the scope of this effort. Instead, two Wi-Fi Network Evaluation criteria are considered to gauge the networthiness of the existing Wi-Fi environment, followed with a Wi-Fi Gateway augmentation design to correct identified deficiencies:

- A Basic AP Coverage Evaluation reviews the average Wi-Fi coverage area (ft2/m2) for installed APs against Securitas Healthcare design metrics.
- An Advanced Evaluation process using the Securitas Healthcare Wi-Fi Evaluation tool identifies areas of concern associated with the Wi-Fi network on the Evaluation drawings.
- Then the identified areas of concern are reviewed to determine a suitable Wi-Fi Gateway design (using the Securitas Healthcare Wi-Fi Evaluation tool) to augment the existing Wi-Fi coverage deficiencies.
- Since the Wi-Fi Gateways do not transmit, they will not adversely affect operation of the existing Wi-Fi network or Wi-Fi client devices.



The Wi-Fi AP coverage with the Wi-Fi Gateway augmentation is validated during the initial stages of deployment under the Tag Recording, Analysis and Location Optimization process to analyze the level of RTLS compliance the Client’s Wi-Fi network provides in its current state with the Wi-Fi Gateway augmentation overlay, as measured at the AeroScout Location Engine.



Basic AP Coverage Evaluation

The Basic AP Coverage Evaluation for each Protected Unit, adjacent area, and transport pathway are noted in the TABLE below:

Coverage Zones	Wi-Fi Design		Coverage Area (ft ²)	AP Count	Avg AP Cvg Area (ft ²)	Cvg Design Goal	AP Cvg Goal (ft ²)	Complies to Basic Test	Full AP Eval Req'd
	Floor	Metric							
Post Partum, NICU, L&D	3rd	Voice	- 58,241	62	939	Avg-New	1,300	YES	YES

Table 1: Wi-Fi RTLS Evaluation – Average AP Coverage Area Table

General RTLS Appearance - The general AP placements suggest this environment was deployed for FULL RTLS Location tracking support since it **MEETS** the minimum Infant or Patient Protection AP considerations in **ALL** locations. An Advanced Coverage Evaluation **WILL BE** performed to further evaluate the Wi-Fi coverage.

Advanced Coverage Evaluation and Wi-Fi Gateway Design

The Advanced Coverage Evaluation applies location tracking design goals and metrics within our Evaluation Tool to identify areas of concern associated with the Wi-Fi network, per the Client-provided AP placement information and relative building characteristics.

The Wi-Fi Evaluation tool then applies the Wi-Fi Gateway receiver rules against the proposed Wi-Fi Gateway augmentation design to validate it for proper remediation of any identified areas of concern.

7-1. 3rd Floor of Medical Center Building Supporting L&D, Post Partum and NICU Protected Unit

7-1-1. Advanced Coverage Evaluation





Drawing Includes: Protected Unit(s) Transport Pathways Non-covered Areas

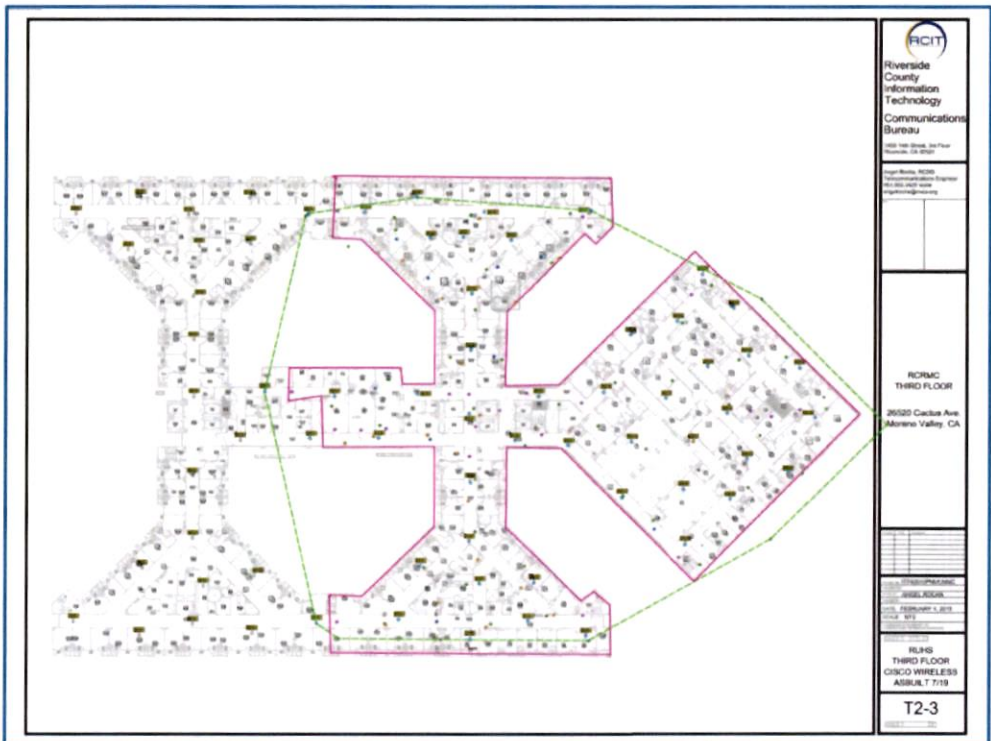
Some Limitations - Many areas throughout the evaluated floorplan **SHOULD** provide adequate coverage to support Infant and Patient Protection Wi-Fi Tags.

- The evaluated Wi-Fi coverage **DOES NOT FULLY MEET** the RTLS requirements throughout all areas. The Wi-Fi coverage is satisfactory in many areas with limited areas of non-compliant highlighted YELLOW and BROWN that **COULD REQUIRE** minor AP remediation.

The following conditions **MAY OCCUR** in limited locations:

- Poor Tag Supervision and oversight, missed Tag Tamper or Loose band alerts
- False or sporadic Out of Unit alarms
- Incorrect Floor Selection, inability to consistently locate Tags on correct floor
- Location Inaccuracy, causing false Out of Unit alarms

7-1-2. Wi-Fi Gateway Augmentation Coverage



Drawing Includes: Protected Unit(s) Transport Pathways Non-covered Areas

The Wi-Fi Gateway Augmentation Design represents the expected coverage improvements resulting from the Wi-Fi Gateway Augmentation Design. Under this design Wi-Fi Gateways were placed throughout protected areas and transport spaces in coverage gaps between existing APs; deficient perimeter spaces; near hard adjacent building structures including stairwells, elevator shafts, plumbing and HVAC chases, etc.; and around hard interior walls (formerly exterior walls) covered-over during building expansion.

Areas throughout the evaluated floorplan supporting the Protected Unit **SHOULD** provide proper coverage and support for the Infant and Patient Protection Wi-Fi Tags.



- The evaluated Wi-Fi coverage including the additional coverage provided by the Wi-Fi Gateway Augmentation design **MEETS or NEARLY MEETS** the RTLS requirements. Most Wi-Fi coverage is satisfactory with a very low incidence to no occurrence of non-compliant areas highlighted YELLOW (minor) or BROWN (major). Overall, the supported coverage areas **SHOULD NOT REQUIRE** further remediation.

The following CORRECT conditions will occur:

- Proper Tag Supervision and oversight for Tag Tamper and Loose band alerts within the Protected Unit
- Proper Out of Unit alarms
- Correct Floor Selection
- Proper Location Accuracy, correctly locating Tags inside or outside of Unit



8. AP with Gateway Augmentation Stacking Evaluation

Proper AP placement is required to maintain optimal floor selection performance to reduce or prevent the potential for the AeroScout Location Engine to locate Tags on an incorrect floor, creating false alarm conditions. Only adjacent floors should be considered in the stacking evaluation (floors directly above or below the protected floor).

8-1. L&D, Post Partum and NICU Protected Unit on 3rd Floor and Adjacent 2nd and 4th Floor



AP with Wi-Fi Gateway Augmentation Stacking Evaluation Results

Wi-Fi Gateway Augmentation is typically applied to the floor supporting the Protected Unit(s). In some cases, Augmentation may be required on adjacent floors to correct AP Stacking misalignment or to correct a deficient number of Wi-Fi Receivers on adjacent floors.

The final resulting coverage provides:

Proper Stacking - The 3rd floor APs and Wi-Fi Gateways supporting the Protected L&D, Post Partum and NICU Unit have similar density and placement with the Adjacent 2nd and 4th floor APs (and Wi-Fi Gateways if employed), resulting in similar AP and Wi-Fi Gateway stacking floor-to-floor.

Proper Operation - These conditions should result in correct floor-to-floor selection and correct Tag location positioning, preventing false Out-of-Unit alarms or false In-Unit conditions, resulting in proper operation.



Appendix A – Wi-Fi RTLS Evaluation Definitions

Evaluated Floorplan Definitions

- **Protected Unit(s)** – The Protected Infant and Patient Unit location(s)
- **Adjacent Areas** – Areas on the same or adjacent floor(s) directly above, below or beside Protected Units
- **Other Areas of Interest** – “Transport pathways” and other “Areas Protected Infants and Patients might occupy” when under authorized Transport mode. These areas may also include “Areas Patients should NEVER be located in”.
- **Access Point Location** – Documented physical AP location
- **High Accuracy RTLS Boundary (Convex Hull)** – A perimeter outline representing the RTLS accuracy EDGE. Location Accuracy drops significantly when Tags move beyond this boundary. Protected Unit(s) should fall within the boundary.
- **Areas Not Meeting Requirements** – Non-compliant areas are highlighted in YELLOW or BROWN to represent limited AP density or less-than-optimal AP placement. YELLOW depicts Minor deficiencies while BROWN depicts Major deficiencies.

Operational Definitions

- **Protected Unit Coverage** – Infant, Mother, L & D, Pediatric and Adult Patient Units requiring core perimeter coverage for “In-Unit” Tag Supervision and perimeter door control
- **Adjacent Area Coverage** – Areas and floors immediately adjacent to Protected Unit(s). Wi-Fi coverage for these spaces have Wi-Fi requirements similar to the Protected Unit(s)
- **Transport Pathways** – Workflow pathways utilized by authorized Staff to transport Infants or Patients between the Protected Unit and treatment areas within the facility
- **Other Areas of Interest** – Includes areas Tagged Patients should NEVER be located in; back-of-house, general waiting areas and lobby, ground level exits, etc.
- **Tag Supervision** – An important Infant and Patient Protection feature that maintains Tag oversight to ensure regular message reception. Requires reliable Wi-Fi coverage. Loss of Supervision triggers high priority EVENTS indicating Tag failure or system issues.

Resulting Wi-Fi Coverage Deficiency Issues

- **Poor Tag Supervision** – Deficient AP coverage density can result in Tag SUPERVISION gaps limiting Tag generated alert reception (Band Tamper, Loose Band, LF Interference)
- **Mistaken Out of Unit Alarms** – Deficient AP coverage density or mismatched density between protected and adjacent spaces can cause false OUT OF UNIT alarms or missed OUT OF UNIT conditions
- **Floor Separation Issues** – Mismatched AP coverage density between adjacent floors or APs placed too close to building perimeter or windows, can result in Tags being detected on incorrect floors. Results in sporadic OUT OF UNIT alarms or missed TAG alerts.
- **Inaccurate Location Positioning** – Deficient AP coverage density or mismatched density between adjacent spaces can result in false OUT OF UNIT alarms or missed conditions



The Infant and Patient Protection applications support software controls to LIMIT the frequency of false OUT OF UNIT alarms and related conditions, but these controls CANNOT compensate for all false alarms resulting from Wi-Fi network-related location accuracy issues.

Appendix B – General Wi-Fi for RTLS Deployment Guidelines

The following rules and concepts include generally accepted criteria to ensure a Wi-Fi infrastructure can support proper location tracking performance, enabling the environment as “Location-Ready”. Hugs Infant Protection Enterprise Coverage and Patient Protection Enterprise Coverage each require an enhanced level of RTLS coverage utilizing dense AP placement for proper Supervision and enhanced location tracking. Departmental Coverage requirements are less stringent, supporting Tag Supervision oversight only.

Typical Data/Voice AP Placement

Wi-Fi networks are designed to meet Mobile Client requirements first (laptops, tablets, smart phones, IoT, etc.) with location tracking requirements being secondary, even when location tracking is the primary goal. If Wi-Fi client needs are not considered to meet the data rate, roaming, and client loading-per-AP goals, the Wi-Fi network cannot provide consistent mobile services.

In the past, Wi-Fi design goals supported significantly lower RF requirements resulting in substandard location tracking performance. Many of these Wi-Fi environments still exist. Figure 1 below depicts a legacy Voice and Data deployment with APs primarily positioned in corridors and central interior areas. This provides Wi-Fi coverage from the interior – out.

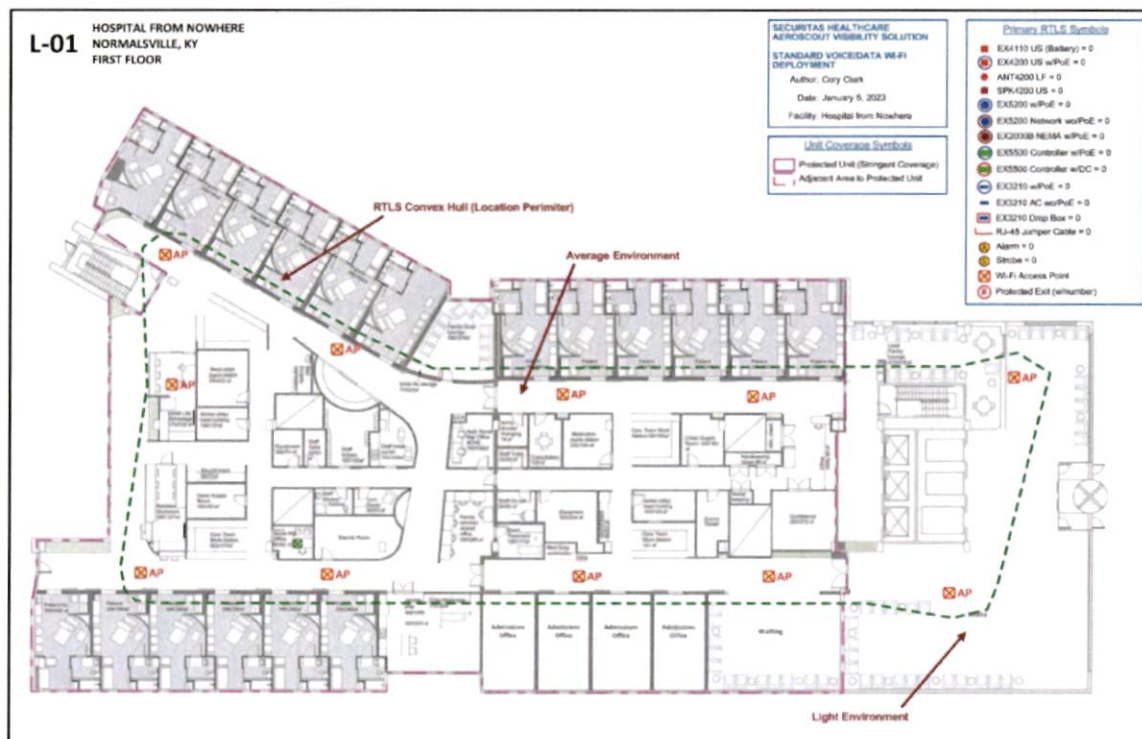


Figure 1: Typical Non-location Wi-Fi Deployment

Note how the RTLS convex hull boundary (green dashed line) is significantly inbound of the building perimeter, barely penetrating many of the patient rooms. This boundary depicts the area where Tag transmission reception and location accuracy are greatest before trailing off quickly as Tags move outside this boundary and closer to the building perimeter.

The primary difference between designing for Mobile Client communication and location accuracy is that mobile clients associate to one AP at a time, while mobile in-motion location Tags need to be within reception range of three or more APs at all times to ensure proper message reception for improved location accuracy.



Typical Location-Ready AP Placement for RTLS

A location-ready Wi-Fi design combines the underlying data, voice and video application needs with location tracking requirements to maintain integrity for associated client applications. Full RTLS location-ready Wi-Fi designs compliment the interior AP coverage by placing APs at building perimeters and corners. Many voice-ready deployments can be augmented for improved location accuracy by placing additional APs at building perimeters with minimal other changes.

Figure 2 below represents an upgrade to the preceding Voice and Data deployment for High-Grade RTLS support for Infant and Patient Protection, pushing the RTLS convex hull boundary (green dashed line) closer to the building perimeter for improved overall location accuracy.

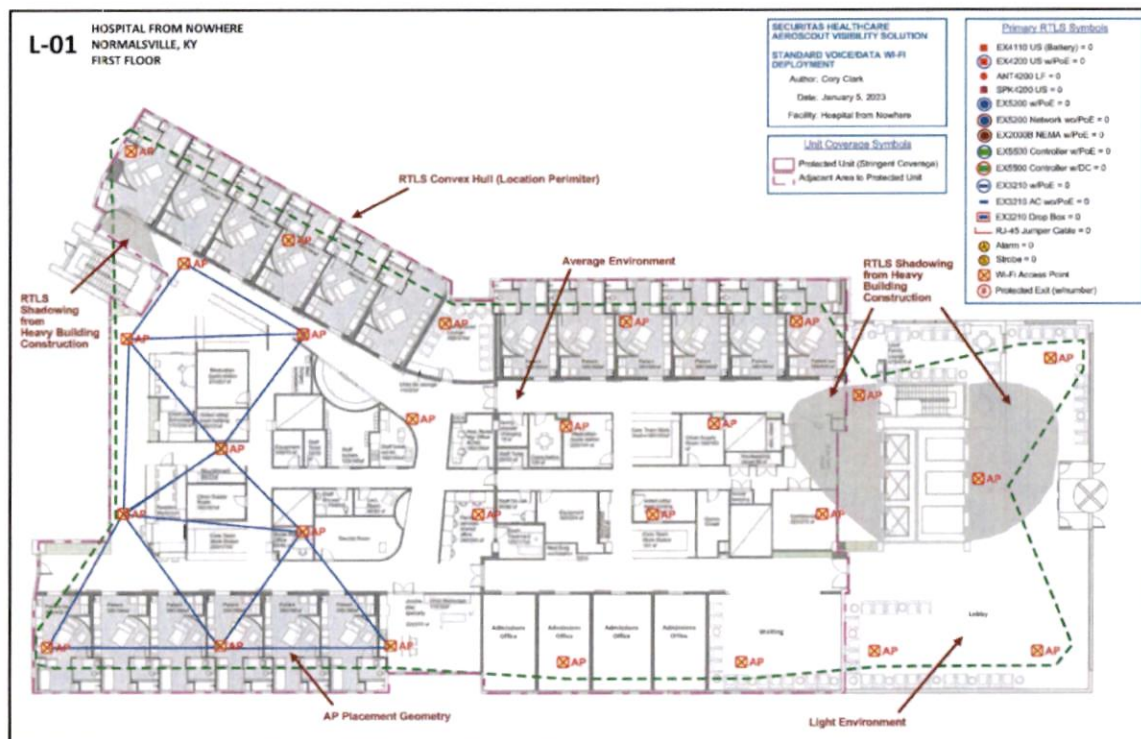


Figure 2 – Typical Location-ready Deployment

Suggested RTLS AP Design and Placement Recommendations

- Place APs close to the building perimeter, but away from windows
- RTLS AP density for Average Hospital environments places one AP every 35 ft. to 40 ft, Infant and Patient Protection solutions place them every 20 ft. to 30 ft
- At least three APs need to be within reception range of every tag (four or more will greatly improve location accuracy)
- AP placements should form balanced geometric shapes (as an intersecting line is drawn through them)
- AP distance from Tags will impact location accuracy (high ceilings > 10 ft. reduce accuracy)
- AP spacing on adjacent floors should be similar
- Electromagnetic interference, wall materials and thickness, metal ductwork and plumbing, and dynamic environments all affect location accuracy



Minimum Signal Level

For RTLS Tags and mobile devices to be properly tracked, a minimum of three APs should receive their messages at an RSSI signal strength level of (-70) dBm or better (with four or more APs improving accuracy and precision).

Even Distribution and Geometric Dilution of Precision

APs should be deployed on an evenly distributed grid over the coverage area placing APs in each corner and equidistant from one another along the protected perimeter and interior spaces to ensure improved location accuracy. APs arranged in equilateral triangles or squares yield better accuracy than APs that form obtuse triangles or wide rectangles.

**Note blue intersecting lines on the Figure 2 drawing.*

Perimeter Deployment

APs should be positioned **along and within** the building perimeter (10 ft from the perimeter). APs should NOT be placed too close to the perimeter or directly in line with windows or they may receive Tag messages from adjacent floors at high RSSI levels (resulting in floor selection issues).

**Note the Convex Hull on the Figure 2 drawing.*

AP Separation

The distance between APs affects both location accuracy and Voice and Data application performance. From a location perspective, AP spacing is flexible and supportive of the coverage needs of Client applications, but overly small or extremely large AP spacing should be avoided.

**Note that mobile Voice applications benefit from smaller AP "Cell" sizes, adding throughput and call handling capacity.*

Floor Separation

For optimal floor separation performance, it is recommended to provide the following:

- Design each floor with a proper location-ready design
- Maintain a similar AP layout between floors, APs should be deployed "stacked" (as much as possible) to within 10 to 15 ft. of one another from one floor to the next
- APs should NOT be mounted close to windows at the building perimeters

Additional Information

Please refer to the Securitas Healthcare [Indoor RTLS Deployment Guide for Location-Ready Wi-Fi Networks](#) (Knowledge Base Article 1096) for details or ask your Presales Representative to provide a copy.

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About Securitas Healthcare

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HUGS Infant Protection System PSA

Final Audit Report

2023-11-30

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