Health Services
LOS ANGELES COUNTY

June 2, 2009

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF AMENDMENT TO AGREEMENT WITH SIMPLEXGRINNELL, L.P. AND TERMINATION OF AGREEMENT (SUPERVISORIAL DISTRICTS 1, 2, 3, & 4) (3 VOTES)

SUBJECT:

Request approval to add LAC+USC and extend the Agreement with SimplexGrinnell, L.P. for preventive maintenance and repair services of fire detection and alarm systems, and terminate Agreement with International Remote Imaging Systems, Inc.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 3 to Agreement H-700141 with SimplexGrinnell, L.P. (Simplex), to add LAC+USC Medical Center (LAC+USC) to the Agreement, effective on the date of Board approval, and to extend the term of the Agreement from December 31, 2009 to June 30, 2014, for the continued provision of preventive maintenance and repair services of fire detection and alarm systems at Harbor-UCLA Medical Center (Harbor), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), Rancho Los Amigos National Rehabilitation Center (Rancho), and Mid-Valley Comprehensive Health Center (Mid-Valley), with a cost of $668,728 for the period from the date of Board approval through June 30, 2010, and total cost of $3,137,876 for the entire term.

2. Delegate authority to the Interim Director of Health Services, or his designee, to increase the total maximum obligation of the Agreement with Simplex by no more than 25 percent above the Fiscal Year (FY) 2009-10 annual maximum obligation of $617,287 for a potential annual increase of $154,322 and a total potential increase through June 30, 2014 of $784,469 for equipment coming off warranty or unanticipated equipment maintenance and repair services.

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

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3. Authorize and delegate authority to the Interim Director of Health Services, or his designee, to issue a 10-day prior written notice to terminate without cause Agreement H-700154 between International Remote Imaging Systems, Inc. (IRIS) and the County of Los Angeles (County) for the provision of equipment maintenance and repair services, at H. Claude Hudson Comprehensive Health Center (Hudson) and Olive View-UCLA Medical Center (Olive View), with such termination determined to be in the County's best interest.

4. Authorize and delegate authority to the Interim Director of Health Services, or his designee, to issue a prior written notice in accordance with the termination provisions of the equipment maintenance and repair services agreements to terminate without cause any equipment maintenance and repair services agreement whenever the equipment is no longer needed, with such termination determined to be in the County's best interest.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Simplex

Approval of the first recommended action will allow the Department of Health Services (DHS) to execute an Amendment, substantially similar to Exhibit I, to increase the current maximum obligation to add maintenance and repair services for the fire alarm and detection systems at the LAC+USC Replacement Facility, and will extend the Agreement through June 30, 2014. The five-year extension was requested because Simplex is an Original Equipment Manufacturer (OEM) and was willing to sign a five-year extension without a rate increase.

Under the current Agreement, which expires on December 31, 2009, Simplex provides services to Harbor, Rancho, MLK MACC, and Mid-Valley. As an OEM, Simplex's fire detection and alarm systems use proprietary software for networking capability within each facility to ensure that DHS facilities remain in compliance with the requirements of The Joint Commission. The new computerized systems at LAC+USC are state-of-the-art and up to current building regulations which cost more than the older systems located at other facilities. The systems can only be maintained and repaired by the OEM's trained technicians.

The second recommendation will grant DHS delegated authority to increase the maximum obligation to allow for the addition of new fire alarms or related equipment, which will give DHS the ability to expedite adding the equipment to the contract and obtaining the required maintenance and repair services.

Termination of Equipment Maintenance and Repair Services Agreements

Approval of the remaining recommendations will allow DHS to terminate unnecessary equipment maintenance agreements without the need to return to your Board. Due to the rapid advance of medical technology, certain medical equipment can become obsolete sooner than anticipated. It is difficult to predict when equipment becomes obsolete or may no longer need to be serviced by the Contractor, as has been the case with IRIS. Since the existing equipment has become obsolete, Olive View and Hudson have determined that it is more cost effective to terminate the equipment maintenance agreement with IRIS, and to rent new equipment directly from IRIS as maintenance and repair services are included in the monthly rental cost.

Board approval of delegated authority to terminate any agreements with equipment no longer needed, in accordance with the termination provisions of the agreements, will allow DHS to expedite the termination of these agreements. This action will also release Contractors from compliance with County contract terms and conditions, and will further decrease costs for Contractors in areas such as insurance coverage,

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The recommended Amendment to the Simplex Agreement will increase the maximum obligations to accommodate new equipment for each DHS facility as identified on Attachment A. The amount for FY 2008-09 is $51,441. Beginning in FY 2009-10, the total annual cost is $771,609, of which $617,287 is for the continuation of services and $154,322 is for potential increases under delegated authority. Funding has been included in DHS's FY 2008-09 Final Budget and FY 2009-10 Proposed Budget, and will be requested in future fiscal years.

Approval of the other recommendations has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Simplex

On June 17, 2003, your Board approved an Agreement with Simplex, an OEM, to continue the provision of testing, inspection, preventive maintenance and repair services of fire detection and alarm systems. Most recently, on December 14, 2004, your Board approved an Amendment, effective January 1, 2005 through December 31,

2009, for Harbor, MLK MACC, Mid-Valley, and Rancho, with a total annual cost of $153,109. In addition, Harbor increased the number of fire alarm devices to meet regulatory requirements, with a corresponding increase in costs. Although the number of devices has increased, MLK MACC is scaling back on the level of services to reduce costs. To meet the requirements of the regulatory agencies, the OEM technicians will continue to service and repair the fire alarm and detection panels that use proprietary software; while MLK MACC staff will perform the non-technical tasks (such as replacing batteries, checking door holders, and smoke detectors)

A number of factors contribute to the cost for services at LAC+USC to be proportionally higher than at the other facilities. The Replacement Facility at LAC+USC is comprised of three separate buildings plus a central plant, and each one has a state-of-the-art system to cover a total of 12,000 peripheral fire alarm devices (including heat detectors, smoke detectors, etc.) tied to the fire alarm control panels. Additionally, over the years, the State building code for new construction has become more stringent. In responding to the higher construction standards, Simplex has developed more sophisticated digital systems with networking capability for the fire protection requirements in multi-building facilities such as hospitals. As a result, more devices are necessary and all the specialized new systems are required to be tested as part of the annual process. Since the Replacement Facility also has to meet the requirements under the Los Angeles City Fire Department, Regulation No. 4, Simplex is required to provide certified inspectors/technicians. It is estimated that the Contractor will need two to three months to complete the testing of all equipment, including cleaning of the smoke detector devices and duct detector devices, and retesting all equipment not functioning properly.

The proposed Amendment includes all of the latest Board-mandated provisions. The County may terminate the Agreement with 10 days prior written notice. DHS has determined that this is not a Proposition A agreement because the services provided are on an intermittent basis and are highly specialized, and, therefore, the County's Living Wage Program does not apply.

County Counsel has reviewed and approved Exhibit I as to use and form.

IRIS

On June 17, 2003, your Board approved an Agreement with IRIS for maintenance and repair services of urine fluids workstations. Most recently on May 18, 2006, your Board approved an Amendment with IRIS, effective July 1, 2006 through June 30, 2010, for the continued provision of preventive maintenance and repair services of urine fluid workstations at Olive View and Hudson. Due to existing IRIS equipment becoming obsolete, and the renting of new equipment from IRIS resulting in a more cost effective solution, DHS is requesting Board approval to terminate the Agreement with IRIS. This Agreement requires a 10-day prior notice.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of these actions will allow for the continued provision of preventive maintenance and repair services for the fire detection and alarm systems at DHS facilities and will allow DHS an expedited process to terminate equipment maintenance contracts that are no longer needed.

CONCLUSION

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,

John F. Schunhoff, Ph.D.
Interim Director

JFS:jc

Attachments

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Simplex BL

ATTACHMENT A

DEPARTMENT OF HEALTH SERVICES
MAINTENANCE & REPAIR SERVICES

SimplexGrinnell, L.P.

	June 2, 2009 - June 30, 2009 (one month)	July 1, 2009 - June 30, 2010	July 1, 2010 - June 30, 2011	July 1, 2011 - June 30, 2012	July 1, 2012 - June 30, 2013	July 1, 2013 - June 30, 2014	Total
Harbor	$1,708	$20,500	$20,500	$20,500	$20,500	$20,500	$104,208
LAC+USC	$39,791	$477,487	$477,487	$477,487	$477,487	$477,487	$2,427,226
MLK MACC	$4,194	$50,325	$50,325	$50,325	$50,325	$50,325	$255,819
Mid Valley CHC	$748	$8,975	$8,975	$8,975	$8,975	$8,975	$45,623
Rancho	$5,000	$60,000	$60,000	$60,000	$60,000	$60,000	$305,000
Annual Cost:	**$51,441**	**$617,287**	**$617,287**	**$617,287**	**$617,287**	**$617,287**	**$3,137,876**
Potential Increase (25%):	$12,860	$154,322	$154,322	$154,322	$154,322	$154,322	$784,469
Estimated Total Cost:	$64,301	$771,609	$771,609	$771,609	$771,609	$771,609	$3,922,344

EXHIBIT I
H-700141-3

PREVENTIVE MAINTENANCE AND REPAIR SERVICES

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and SIMPLEXGRINNELL, L.P. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-700141 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term and make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on the date of Board approval.

2. Schedules A-3, B-3, C-3, E-2, and Schedule F-1 shall be added, attached hereto and incorporated herein by reference.

3. The first paragraph of Agreement Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2003, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight June 30, 2014."

4. Agreement Paragraph 4, BILLING AND PAYMENT, shall be revised to read as follows:

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph of Exhibit A-2 and at the rates set forth in Schedules A-3, B-3, C-3, E-2, and F-1.

B. Contractor shall bill DHS' Harbor-UCLA Medical Center (HARBOR), General Accounting, Box 479, 1000 West Carson Street, Building 3.5, Torrance, CA 90509; LAC+USC Medical Center (LAC+USC), Attention: Expenditure Management, P.O. 851749, Los Angeles, CA 90085-1749; Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), c/o Harbor-UCLA Medical Center General Accounting, Box 479, 1000 West Carson Street, Building 3.5, Torrance, CA 90509; Mid Valley Comprehensive Health Center (MID-VALLEY), c/o Olive View-UCLA Medical Center Materials Management, 14445 Olive View Drive, Sylmar, CA 91342; Rancho Los Amigos National Rehabilitation Center (RANCHO), Finance Department, Chief Financial Officer,

SSA Building - Room 2208, 7601 E. Imperial Highway, Downey, CA 90242, hereunder according to the terms set forth in the BILLING AND PAYMENT Paragraph of Exhibit A-2.

C. During the term of this Agreement, the Director may amend Schedules A-3, B-3, C-3, E-2, and F-1, if additional maintenance and repair services are needed and may annually increase the maximum obligation by no more than twenty-five percent (25%) of the maximum obligation of Fiscal Year 2009-10 ($617,287) for unanticipated maintenance and repair services and if equipment is added/removed to/from any Medical Facility."

6. Subparagraphs D, E, F, and G of Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be replaced in their entirety to read as follows:

"D. During the period of January 1, 2005 through June 1, 2009, the maximum obligation of County shall not exceed Seventy Four Thousand One Hundred Sixty Dollars ($74,160) annually, for services at KING/DREW, as shown in Schedule A-2.

E. During the period of January 1, 2005 through June 1, 2009, the maximum obligation shall not exceed Nine Thousand Nine Hundred Seventy-Four Dollars ($9,974) annually, for services at HARBOR, as shown in Schedule B-2.

F. During the period of January 1, 2005 through June 1, 2009, the maximum obligation of County shall not exceed Sixty Thousand Dollars ($60,000) annually, for services at RANCHO, as shown in Schedule C-2.

G. During the period of January 1, 2005 through June 1, 2009, the maximum obligation shall not exceed Eight Thousand Nine Hundred Seventy-Five Dollars ($8,975) annually, for services at MID-VALLEY, as shown in Schedule E-1.

H. During the period of June 2, 2009 through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed Fifty-One Thousand, Four Hundred Forty-One Dollars ($51,441), of which One Thousand, Seven Hundred Eight Dollars ($1,708) is for HARBOR, Thirty-Nine Thousand, Seven Hundred Ninety-One Dollars ($39,791) is for LAC+USC; Four Thousand, One Hundred Ninety-Four Dollars ($4,194) is for MLK MACC; Seven Hundred Forty-Eight Dollars ($748) is for MID-VALLEY; and Five Thousand Dollars ($5,000) is for RANCHO.

I. During the period of July 1, 2009 through June 30, 2014, the annual maximum obligation of County for all services provided hereunder shall not exceed Six Hundred Seventeen Thousand, Two Hundred Eighty-Seven Dollars ($617,287), of which Twenty Thousand, Five Hundred Dollars ($20,500) is for HARBOR, Four

Hundred Seventy-Seven Thousand, Four Hundred Eighty-Seven Dollars ($477,487) is for LAC+USC; Fifty Thousand, Three Hundred Twenty-Five Dollars ($50,325) is for MLK MACC; Eight Thousand, Nine Hundred Seventy-Five Dollars ($8,975) is for MID-VALLEY; and Sixty Thousand Dollars ($60,000) is for RANCHO."

7. Agreement Paragraph 12, DELEGATION AND ASSIGNMENT, shall be replaced in its entirety by the following:

"12. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

8. Subparagraph A of Paragraph 20, NOTICES, shall be revised to read as follows:

"A. Notices to County shall be addressed as follows:

(1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor East
Los Angeles, California 90012-2659
Attention: Director, Contract Administration and Monitoring

(2) Harbor-UCLA Medical Center
1000 West Carson Street
Torrance, California 90509
Attention: Chief Executive Officer

(3) LAC+USC Medical Center
2051 Marengo Street
Los Angeles, CA 90033
Attention: Chief Executive Officer

(4) Martin Luther King, Jr. Multi-Service Ambulatory Care Center
12021 South Wilmington Street
Los Angeles, California 90058
Attention: Chief Executive Officer

(5) Mid-Valley Comprehensive Health Center
c/o Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91342
Attention: Chief Executive Officer

(6) Rancho Los Amigos National Rehabilitation Center
7601 East Imperial Highway
Downey, California 90242
Attention: Chief Executive Officer"

9. Paragraph 24, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of ADDITIONAL PROVISIONS shall be revised to read as follows:

"24. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653(a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings

Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b)."

10. Paragraph 35, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

"35. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and

terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the

Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or

management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the

right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

11. Subparagraph (2), Paragraph 4, EXCLUSION of Exhibit A-2, STATEMENT OF WORK, shall be revised to read as follows:

"(2) Repair, maintenance, modification, relocation, or reinstallation without prior knowledge of Contractor."

12. Paragraph 8, EQUIPMENT AT LAC+USC MEDICAL CENTER, shall be added to Exhibit A-2, STATEMENT OF WORK, to read as follows:

"8. EQUIPMENT AT LAC+USC MEDICAL CENTER: Contractor shall provide services for the following LAC+USC buildings:

- Central Plant;
- CT Building;
- D&T Building; and
- IP Building.

Contractor shall provide all necessary services for LAC+USC in compliance with the requirements of Los Angeles City Fire Department Chief's Regulation No. 4 and The Joint Committee:

A. Los Angeles Fire Department Chief's Regulation No. 4: Contractor shall annually test the following systems:

(1) Complex Fire Warning Systems (Fire Alarms) Contractor shall test and inspect all Fire Alarm Control Panels, Annunciators, NAC

extender panels, pull stations, smoke detectors, heat detectors, duct detectors, audio/ visual devoices, waterflow devices, tamper switches, relays, and all other addressable modules associated with the Simplex 4100u Fire Alarm System in accordance with the National Fire Protection Association ("NFPA") standards.

(2) Building Communications

Contractor shall test the Building Communication system for proper and adequate audible sound on all floors, as well as in "all building" mode.

(3) Fireman Communications

Contractor shall test Fireman's Communication system for proper and clear communication at all system jacks.

(4) Automatic Elevators (Elevator Recall)

Contractor shall test all applicable elevators for proper operation under Elevator Recall Phase I and Phase II testing requirements.

(5) Automatic Closing Fire Protection Assembles

a. Each building's magnetically held fire doors shall be activated by way of activating either an area or elevator smoke

detector. All doors shall be observed for proper activation, operation and travel. All doors shall be observed for proper latching and smoke seal.

b. Each building's roll-up type fire doors shall be activated by way of activating an area/ elevator smoke detector, pull station, or fusible link. All doors shall be observed for proper activation, operation and travel. All doors shall be observed for proper latching and smoke seal.

c. All Automatic Closing Assemblies shall be tested, with the exception of the WON doors.

(6) Fire Pumps

Fire pumps shall be inspected, started multiple times and flowed (test headers and roof flows) at 50%, 100% and 150% of pump's capacity to determine if it can deliver the required flows and pressures.

(7) Pressure-Reducing Valves ("PRV") Exercise

PRVs shall be exercised, measured and adjusted (if necessary) for correct pressure.

(8) Emergency Power & Lighting

Contractor shall inspect and test the seven (7) Emergency Power Generators.

B. The Joint Commission: Contractor shall test the following systems in accordance with the standards and requirements of The Joint Commission:

(1) Annual Smoke/Duct Detector Cleaning

To minimize false alarms in accordance with NFPA, accessible smoke detection devices shall be cleaned using the manufacturer's recommended procedures at a rate of 100 percent annually. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned using a soft cloth, lint brush, cotton swabs, suitable cleaning solution, or non-electrostatic vacuum.

(2) Complete Inventory of Addressable Input Devices

Contractor shall supply a complete report with all addressable input devices listed on a pass or fail basis.

(3) Quarterly Fire Sprinkler Inspection

Contractor shall identify site conditions that could compromise the mechanical and/or electronic components of the system. Contractor shall inspect the sprinkler control valves for proper position, gauges, general condition, accessibility and appropriate signage.

(4) Quarterly Fire Department Connection ("FDC") Inspection

Contractor shall visually inspect FDC for caps and appropriate signage.

(5) Quarterly (Non-Valve) Supervisory Inspection

Contractor shall test low pressure alarms, supervisory circuits and auxiliary functions for proper operation.

(6) Semi-Annual Waterflow/Tamper Testing

Contractor shall inspect and test the fire sprinkler system's electronic alarm and supervisory components.

(7) Annual Sprinkler System (Main Drain) Testing

Contractor shall annually test the sprinkler system (Main Drain) as follows:

- With the main drain valve closed, note pressure reading on the gauge.
- Fully open the main drain valve with water flowing, note the residual reading on the pressure gauge.
- Close main drain valve and note pressure gauge reading.

- A slow return on pressure gauge to original static reading may indicate a closed valve or obstructions in water supply lines.

C. LAC+USC shall provide free and ready access to all areas that testing shall be conducted by Contractor. Contractor shall provide all Personal Containment Units (shrouds)."

13. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director

SIMPLEXGRINNELL, L.P.
Contractor

_____
Signature

By _____
Printed Name

Title _____

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

SimplexGrinnell, L.P.

Schedule A-3

Martin Luther King, Jr. Multi-Service Ambulatory Care Center

Equipment List and Fee

June 2, 2009 through June 30, 2014

Systems	Quantity	Frequency	Service Location	Monthly Payment (June 2009)	Annual Rate FY 2009-10 through FY 2013-14
Panel coverage (Parts Coverage) Emergency Service Coverage (Labor Coverage for Panel Parts)	39 39	24/7 24/7	1) Acute Building 2) Hawkins Building 3) Trauma Center 4) S&S Building 5) Interns & Residents		$22,000 $28,325
			TOTAL	**$4,194**	**$50,325**

SimplexGrinnell, L.P.

Schedule B-3

Harbor-UCLA Medical Center

Equipment List and Fee

June 2, 2009 through June 30, 2014

Systems	Quantity	Frequency	Service Location	Monthly Payment (June 2009)	Annual Rate FY 2009-10 through FY 2013-14
Fire Alarm Detection Systems [Test and inspect + parts (non-peripheral, 8 a.m. - 5 p.m./M-F)]			Safety Police Office (Hospital Building Main Lobby); Centrex Office (2 East); Mechanical Dept. (Hospital Building B260); Emergency Generator Building; Bungalows N24 and N25		
Annunciator Panel	2	Annual			
Simplex 4004 (Fire Alarm Panel)	3	Annual			
Simplex 4010 (Fire Alarm Panel)	2	Annual			
Simplex 4020 (Fire Alarm Panel)	1	Annual			
Simplex 4100 (Fire Alarm Panel)	13	Annual			
Simplex 4100u (Fire Alarm Panel)	4	Annual			
Simplex 4120 (Fire Alarm Panel)	1	Annual			
			TOTAL	**$1,708**	**$20,500**

Schedule C-3
SimplexGrinnell, L.P.

Rancho Los Amigos National Rehabilitation Center
Equipment Listing and Fee

June 2, 2009 through December 31, 2014

EQUIPMENT DESCRIPTION	SERVICE	EQUIPMENT SERVICE LOCATION	ANNUAL RATE
1,334 Smoke Detectors 74 Duct Detectors	Preventive Maintenance, Annual cleaning of smoke detectors and cleaning and sensitivity testing of duct detectors	Buildings: 100, 101-102, 400, 500, 600, 700, 800, 800 Annex West, 800 Annex East, 900, 900 Annex, 900 Annex School, Medical Science Building, Clinic Addition, CART Building, MRI Building, Materials Management Building, Child Care Center, Safety Police Building, SSA Building, JPI Buildings and Central Plant	$10,559.25
80 Fire Hydrants	Fire Hydrant flow test	Buildings: 100, 101-102, 400, 500, 600, 700, 800, 800 Annex West, 800 Annex East, 900, 900 Annex, 900 Annex School, Medical Science Building, Clinic Addition, CART Building, MRI Building, Materials Management Building, Child Care Center, Safety Police Building, SSA Building, JPI Buildings and Central Plant.	$8,075.00
Standpipe/Fire Sprinkler System	Automatic fire sprinkler and combined standpipe/ automated fire sprinkler system testing	Buildings: JPI Building and Parking Structure.	$3,200.00
Automatic Sprinkler System	Five Year Certification and Annual testing	Buildings: 100, 101-102, 400, 500, 700, 800, 900, 900 Annex B, Medical Science Building, Clinic Addition, MRI Building, Materials Management Building, Child Care Center, Safety Police Building, SSA Building, JPI Buildings, and Central Plant	$7,500.00

Annual Fire Pump Testing	Testing of fire pump (1 pump at 3500 GPM), fire pump controller, remote status panel, water supply and fire pump test headers, and all associated components	Power Plant	$1,600.00
Quarterly Automatic fire sprinkler inspections	Fire Sprinkler Inspections	Buildings: 100, 101-102, 400, 500, 700, 800, 900, 900 Annex B, Medical Science Building, MRI Building, Materials Management Building, Child Care Center, Safety Police Building, SSA Building, JPI Buildings, Central Plant, and the Parking Structure.	$5,250.00
Annual Fire Alarm Test	Inspect and test for proper operation of 11 control panels, 25 slave panels, 215 pull stations, 35 water flow switches, 52 tamper switches, 202 heat detectors, 1460 smoke detectors, 98 duct detectors, 35 door holders.	Buildings: 100, 101-102, 400, 500, 600, 700, 800, 800 Annex West, 800 Annex East, 900, 900 Annex, 900 Annex School, Medical Science Building, Clinic Addition, CART Building, MRI Building, Materials Management Building, Child Care Center, Safety Police Building, SSA Building, JPI Buildings, and Central Plant.	$19,129.00
Reserve funds for as-needed-emergency/non emergency repairs			$4,686.75
		TOTAL	$60,000.00

The monthly payment for June 2009 is $5,000.

Schedule E-2
SimplexGrinnell, L.P.

Mid-Valley Comprehensive Health Center
Equipment Listing and Fees

June 2, 2009 through June 30, 2014

EQUIPMENT DESCRIPTION	SERVICE	EQUIPMENT SERVICE LOCATION	ANNUAL RATE
1 Simplex 4010 1 Panel Coverage 1 Annunciator Panel 100 Annual Smoke Detector (Cleaning and Sensitivity Testing) 9 Annual Duct Detector (Cleaning) 1 Heat Detectors 22 Pull Stations 10 Sprinkler Tamper Switches 9 Water Flow Switches 15 Door Holders 100 Audible Visual Units (Horns, Strobes, Speakers) 4 Batteries	Inspection Plus includes: Preventive Maintenance, Repair services for panel component replacement on central processing unit, and all control panels. Panel parts coverage and on-site parts bank, detector cleaning for fire alarm and detection systems, sensitivity testing for fire alarm and detection systems, 24-hour/7 day service, including holidays at no additional cost to County.	Main Panel-Facility Lobby	
		TOTAL	$8,975

The monthly payment for Mid-Valley for June 2009 is $748.

Schedule F-1
SimplexGrinnell, L.P.

LAC+USC Medical Center
Equipment List and Fee

June 2, 2009 through June 30, 2014

Overall Cost Summary by Services

Systems	Monthly Payment (June 2009)	Annual Rate FY 2009 -10 through FY 2013-14
Reg 4 Annual Fire Alarm System Test -Reg 4 Annual Building Communications Test -Reg 4 Annual Fireman's Phone Jacks	$24,000	$288,000
Reg 4 Annual Elevator Recall	$738	$8,859
Reg 4 Annual Auto Door Closing Assembly Testing	$1,314	$15,764
Reg 4 Annual (Private) Hydrant Testing	$93	$1,120
Reg 4 Annual 4 Fire Pump Test	$123	$1,481
Reg 4 Annual PRV Exercise	$935	$11,223
Reg 4 Annual Emergency Power Test	$1,108	$13,300
Reg 4 Annual Pre-Action System Test	$69	$832
Reg 4 Annual Stairwell Pressurization Testing	$1,230	$14,760
Reg 4 Annual Foam (AFFF) System Test	$467	$5,600
J.C. Quarterly (non-valve) supervisory test	$79	$948
J.C. Quarterly Fire Sprinkler Inspection	$1,106	$13,267
J.C. Semi-Annual Waterflow/ Tamper Device Testing	$311	$3,733
J.C. Annual Smoke Detector Cleaning	$7,138	$85,656
J.C. Semi-Annual Kitchen Hood System Testing	$831	$9,975
J.C. Special Hazard System Test (Sapphire)	$247	$2,969
6/2/09 through 6/30/09	$39,791	
ANNUAL TOTAL		$477,487

Cost Breakdowns by Buildings

Building	Systems	Annual Rate
Central Plant	Reg 4 Annual Fire Alarm System Test -Reg 4 Annual Building Communications Test -Reg 4 Annual Fireman's Phone Jacks	$1,300
	Reg 4 Annual 4 Fire Pump Test	$1,481
	Reg 4 Annual Emergency Power (7 generators)	$4,988
	Reg 4 Annual Auto Door Closing Assembly Testing	$2,821
	Reg 4 Annual (Private) Hydrant Testing	$1,120
	The Joint Commission (JC) Quarterly (non-valve) supervisory test	$948
	JC Quarterly Fire Sprinkler Inspection (& FDC)	$1,184
	JC Semi-Annual Waterflow/ Tamper Device Testing	$356
	JC Annual Smoke Detector Cleaning	$722
	Total Central Plant	**$14,920**
IP Building	Reg 4 Annual Fire Alarm System Test -Reg 4 Annual Building Communications Test -Reg 4 Annual Fireman's Phone Jacks	$148,460
	Reg 4 Annual Elevator Recall Test	$3,978
	Reg 4 Annual Emergency Power	$3,562
	Reg 4 Annual Auto Door Closing Assembly Testing	$4,928
	Reg 4 Annual PRV Exercise Test	$7,125
	Reg 4 Annual Stairwell Pressurization	$9,120
	JC Quarterly Fire Sprinkler Inspection (& FDC)	$6,278
	JC Semi-Annual Waterflow/ Tamper Device Testing	$1,718
	JC Semi-Annual Kitchen Hood System Testing	$9,975
	JC Annual Smoke Detector Cleaning	$45,058
	Total IP Building	**$240,202**
D&T Building	Reg 4 Annual Fire Alarm System Test -Reg 4 Annual Building Communications Test -Reg 4 Annual Fireman's Phone Jacks	$83,520
	Reg 4 Annual Elevator Recall Test	$2,387
	Reg 4 Annual Emergency Power	$2,375
	Reg 4 Annual Auto Door Closing Assembly Testing	$4,126
	Reg 4 Annual PRV Exercise Test	$2,138
	Reg 4 Annual Pre-Action System Test	$832
	Reg 4 Annual Foam (AFFF) System Test	$5,600
	Reg 4 Annual Stairwell Pressurization	$3,000
	JC Quarterly Fire Sprinkler Inspection (& FDC)	$2,488
	JC Semi-Annual Waterflow/ Tamper Device Testing	$711
	JC Semi-Annual Suppression (Sapphire) System Test	$2,969
	JC Annual Smoke Detector Cleaning	$24,019
	Total D&T Building	**$134,165**

Building	Systems	Annual Rate
CT Building	Reg 4 Annual Fire Alarm System Test -Reg 4 Annual Building Communications Test -Reg 4 Annual Fireman's Phone Jacks	$54,720
	Reg 4 Annual Elevator Recall Test	$2,494
	Reg 4 Annual Emergency Power	$2,375
	Reg 4 Annual Auto Door Closing Assembly Testing	$3,889
	Reg 4 Annual PRV ExerciseTest	$1,960
	Reg 4 Annual Stairwell Pressuirzation	$2,640
	JC Quarterly Fire Sprinkler Inspection (& FDC)	$3,317
	JC Semi-Annual Waterflow/ Tamper Device Testing	$948
	JC Annual Smoke Detector Cleaning	$15,857
	Total CT Building	**$88,200**

Cost Breakdowns by Types of Services

Systems	Buildings	Annual Price
Reg 4 Annual Fire Alarm System Test -Reg 4 Annual Building Communications Test -Reg 4 Annual Fireman's Phone Jacks	Central Plant IP Building D&T Building CT Building	$1,300.00 $148,460.00 $83,520.00 $54,720.00 $288,000.00
Reg 4 Annual Elevator Recall	IP Building D&T Building CT Building	$3,978.00 $2,387.00 $2,494.00 $8,859.00
Reg 4 Annual Auto Door Closing Assembly Testing	Central Plant IP Building D&T Building CT Building	$2,821.00 $4,928.00 $4,126.00 $3,889.00 $15,764.00
Reg 4 Annual (Private) Hydrant Testing	Central Plant IP Building D&T Building CT Building	$640.00 $160.00 $160.00 $160.00 $1,120.00
Reg 4 Annual 4 Fire Pump Test	Central Plant	$1,481.00
Reg 4 Annual PRV Exercise	IP Building D&T Building CT Building	$7,125.00 $2,138.00 $1,960.00 $11,223.00
Reg 4 Annual Emergency Power Test	Central Plant (generators) IP Building D&T Building CT Building	$4,988.00 $3,562.00 $2,375.00 $2,375.00 $13,300.00
Reg 4 Annual Pre-Action System Test	D&T Building	$832.00
Reg 4 Annual Foam (AFFF) System Test	D&T Building	$5,600.00
Reg 4 Annual Stairwell Pressuization Test	IP Building D&T Building CT Building	$9,120.00 $3,000.00 $2,640.00 $14,760.00
J.C. Quarterly (non-valve) supervisory test	Central Plant	$948.00

Systems	Buildings	Annual Price
J.C. Quarterly Fire Sprinkler Inspection	Central Plant	$1,184.00
	IP Building	$6,278.00
	D&T Building	$2,488.00
	CT Building	$3,317.00
		$13,267.00
J.C. Semi-Annual Waterflow/ Tamper Device Testing	Central Plant	$356.00
	IP Building	$1,718.00
	D&T Building	$711.00
	CT Building	$948.00
		$3,733.00
J.C. Annual Smoke Detector Cleaning	Central Plant	$722.00
	IP Building	$45,058.00
	D&T Building	$24,019.00
	CT Building	$15,857.00
		$85,656.00
J.C. Semi-Annual Kitchen Hood System Testing	IP Building	$9,975.00
J.C. Special Hazard System Test (Sapphire)	D&T	$2,969.00

LAC+USC Medical Center

Code Reference Table

Systems	NFPA* Reference	Local Requirement	Frequency
Automatic Door Closing Assembly Testing	NFPA 80	City of LA Regulation 4 & JC	Annual
Building Communications Test	NFPA 72	City of LA Regulation 4 & JC	Annual
Complex Warning (Fire Alarm) System Test	NFPA 72	City of LA Regulation 4 & JC	Annual
Emergency Power System Test	NFPA 110	City of LA Regulation 4 & JC	Annual
Fire Pump Testing	NFPA 25	City of LA Regulation 4 & JC	Annual
Fire Sprinkler Inspection (main drain)	NFPA 25	State of CA & JC	Annual
Fireman's Phone Jack Testing	NFPA 72	City of LA Regulation 4 & JC	Annual
Hydrant (Private) Testing	NFPA 25	City of LA Regulation 4 & JC	Annual
Smoke Detector Cleaning/ Sensitivity	NFPA 72	State of CA & JC	Annual
AFFF (Foam) Trip Test	NFPA 25, 11, 16	State of CA & JC	Semi-Annual
Fire Sprinkler Waterflow/ Tamper Device Testing	NFPA 72	State of CA & JC	Semi-Annual
Fire Suppression System (Sapphire) Testing	NFPA 12A, 2001	State of CA & JC	Semi-Annual
Kitchen Hood System Testing	NFPA 96	State of CA & JC	Semi-Annual
Fire Sprinkler Inspection (visual inspection & FDC)	NFPA 25	State of CA & JC	Quarterly
Roll-down door Preventative Maintenance	NFPA 80	JC	Quarterly

JC: The Joint Commission
NFPA: National Fire Protection Association