



Health Services
LOS ANGELES COUNTY

**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

June 01, 2010

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

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

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

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

To improve health

*through leadership,
service and education.*

**APPROVAL OF AGREEMENT AND NINE AMENDMENTS FOR
EQUIPMENT MAINTENANCE AND REPAIR SERVICES AND OTHER
HOSPITAL SERVICES
(ALL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of a new Agreement and nine Amendments to existing Agreements for equipment maintenance and repair services and other specialized hospital services at various Department of Health Services' facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute an Agreement with Acceletronics West, Inc. (Acceletronics), for the period of July 1, 2010 through June 30, 2013, for equipment maintenance and repair services of the linear accelerator at Harbor-UCLA Medical Center (Harbor), with an annual maximum obligation of \$24,000 for routine maintenance and repairs, and a one-time contingency fund not to exceed \$43,000 for highly specialized repairs and integral parts that are not included in the contracted maintenance and repair services during the three-year period, with a total three-year cost of \$115,000.



www.dhs.lacounty.gov

2. Delegate authority to the Interim Director, or his designee, to increase the maximum obligation of the Agreement with Acceletronics described in recommendation #1 by no more than 25 percent above the Fiscal Year (FY) 2010-11 maximum obligation, for a potential annual increase of \$6,000 and a total potential increase through June 30, 2013 of \$18,000 for emergency or unanticipated maintenance and repair services.
3. Authorize the Interim Director, or his designee, to execute Amendment No. 3 to Agreement H-700743 with Cardiovascular Plus, Inc. (Cardiovascular), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2015, for the continued provision of blood recovery services at Olive View–UCLA Medical Center (Olive View), at the current Agreement rates with an annual maximum obligation of \$35,000, and a total five-year cost of \$175,000.
4. Authorize the Interim Director, or his designee, to execute Amendment No. 5 to Agreement H-700773 with International Line Builders, Inc. (International) (formerly known as Pouk & Steinle, Inc.), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2011, for the continued provision of equipment maintenance and repair services for the high voltage electrical systems at Harbor and Rancho Los Amigos National Rehabilitation Center (Rancho), at the current Agreement rates with an annual maximum obligation of \$350,000 and a total one-year cost of \$350,000.
5. Authorize the Interim Director, or his designee, to: 1) execute Amendment No. 6 to Agreement No. H-700834, with Medquist Transcriptions, Ltd. (Medquist), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through December 31, 2010, for the continued provision of maintenance and repair services for medical transcription equipment at LAC+USC Medical Center (LAC+USC), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC), and Rancho, at the current Agreement rates with a six-month maximum obligation of \$58,445; 2) further extend the Agreement on a month-to-month basis for up to six months through June 30, 2011 under the same terms and conditions with no further action required; and 3) to terminate the Agreement upon a ten-day prior written notice once services are no longer needed.
6. Authorize the Interim Director, or his designee, to execute Amendment No. 3 to Agreement H-700917 with Southern California Boiler, Inc. (SC Boiler), effective upon execution, to extend the term of Agreement for the period of July 1, 2010 through June 30, 2013, for the continued provision of boiler maintenance and repair services at Coastal Network and Rancho, at the current Agreement rates with an annual maximum obligation of \$194,350 and a total three-year cost of \$583,050.
7. Authorize the Interim Director, or his designee, to execute Amendment No. 2 to Agreement H-702174 with Total Repair Express, Inc. (TRE), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2011, for the continued provision of endoscope maintenance and repair services for Harbor and Olive View, at the current

Agreement rates with an annual cost not to exceed \$120,000 and a total one-year cost of \$120,000.

8. Authorize the Interim Director, or his designee, to execute Amendment No. 6 to Agreement No. H-209794, with GE Medical Systems, (GE), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through December 31, 2010, for the continued provision of maintenance and repair services of imaging equipment at Olive View, with a six-month maximum obligation of \$42,162.

9. Authorize the Interim Director, or his designee, to execute Amendment No. 4 to Agreement No. H-700835, with GE/Datex Ohmeda, Inc. (Datex), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through December 31, 2010, for the continued provision of maintenance and repair services of anesthesia equipment at LAC+USC and Olive View, with a six-month maximum obligation of \$89,546.

10. Authorize the Interim Director, or his designee, to execute Amendment No. 6 to Agreement No. H-210686, with Siemens Medical Solutions USA, Inc. (Siemens), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2015, for the continued provision of maintenance and repair services at Olive View, with an annual maximum obligation of \$255,640 and a total 5-year cost of \$1,278,200.

11. Authorize the Interim Director, or his designee, to execute Amendment No. 2 to Agreement H-701585 with Philips Medical Systems, Inc. (Philips), effective July 1, 2010 with no change to the expiration date of December 31, 2014, to increase the annual maximum obligation by \$2,396,438 for the remainder of the term for additional maintenance and repair services at DHS facilities at discounted rates, with a total increase of \$10,783,971.

12. Delegate authority to the Interim Director, or his designee, to amend Agreement H-701585 with Philips to increase the total maximum obligation for the added equipment by no more than 25 percent above the Fiscal Year (FY) 2010-11 increase described in recommendation #11, for a potential annual increase of \$599,110 and a total potential increase through December 31, 2014 of \$2,695,993 for equipment coming off warranty, emergency or unanticipated equipment maintenance, and repair services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will allow the Interim Director of the Department of Health Services (DHS) to execute a new agreement and amend nine current Agreements to continue the provision of critical hospital services and equipment maintenance and repair services for various DHS facilities. Eight of the Agreements expire June 30, 2010 and need to be extended. The Agreement with Philips is being increased to include services from other agreements that expire June 30, 2010.

Acceletronics

Approval of the first recommendation will allow the Interim Director, or his designee, to execute an Agreement with Acceletronics, substantially similar to Exhibit I, for the provision of maintenance and

repair services for Harbor's linear accelerator. This equipment is highly specialized and is utilized for radiation treatment for patients with cancer or radiosurgery within the brain.

The current Contractor for this equipment requested a significant price increase. Harbor determined that it is not fiscally responsible to agree to the increase, nor did Harbor want to retire the equipment and/or refer patients to a Contractor for the required services at a higher cost. Due to budgetary constraints, Harbor intends to use this equipment as long as parts can be found instead of purchasing new equipment. Acceletronics is willing to provide the maintenance and repair services at a lower annual rate than the current contractor.

Acceletronics is limiting its commitment to three years because of the difficulty of obtaining parts and the likelihood that prices for parts will significantly increase. The one-time contingency fund will be utilized for the purchase of highly specialized parts, if needed.

Approval of the second recommendation will allow the Interim Director, or his designee, to increase the maximum obligation of the Agreement with Acceletronics for emergency or unanticipated maintenance and repair services for Harbor's linear accelerator.

Cardiovascular

Approval of the third recommendation will allow the Interim Director, or his designee, to execute an Amendment to the Agreement with Cardiovascular, substantially similar to Exhibit II, for the continued provision of blood recovery services used in the Operating Rooms, Labor and Delivery, and Cardiology Department at Olive View. Cardiovascular's technicians bring and operate the cellsaver equipment for the processing and collection of autologous blood. This process allows for the blood lost by a patient undergoing a scheduled or emergency surgical procedure to be recovered, processed, and reinfused back into the patient. This service is only utilized when significant blood loss is expected during a surgical procedure and the patient indicates prior to surgery that he/she refuses to accept the banked blood.

Although Olive View has experienced an increase in the number of patients who are requesting this service over the past few years, the volume for the services is still low enough that it does not justify hiring staff. This is a fee-for-service contract that is patient-driven. The Contractor has agreed not to increase its rates that were originally negotiated in 2004.

International

Approval of the fourth recommendation will allow the Interim Director, or his designee, to execute an Amendment to the Agreement with International, substantially similar to Exhibit III, to allow DHS adequate time to complete a solicitation and obtain Board approval of a replacement agreement. The Contractor provides preventive maintenance and emergency repair services of electrical system power lines above and below ground at Harbor and Rancho. Reliable and high quality maintenance and repair services of the medical centers' electrical systems are of utmost importance to facility operations, and critical to patient care. The Contractor has agreed not to increase its rates. Pouk & Steinle was bought by International Line Builders.

When the prior extension was approved, DHS anticipated obtaining the required services through an Internal Services Department (ISD) agreement. However, that was not feasible so DHS is proceeding to determine if there are other qualified and interested firms who can provide the services. DHS released the Request for Information in April 2010 with responses due mid-May.

Medquist

Approval of the fifth recommendation will allow the Interim Director, or his designee, to execute an Amendment to the Agreement with Medquist, substantially similar to Exhibit IV, for a six-month extension with additional six month-to-month renewals for the continued provision of maintenance and repair services of medical transcription equipment. In addition, the recommendation also delegates authority to the Interim Director to terminate the Agreement without returning for Board approval. The Contractor has agreed not to increase its rates. The recommended extension period will allow DHS sufficient time to complete the selection process and obtain Board approval of a replacement agreement for medical transcription services as a result of a Request for Statement of Interest for Medical Transcription Services released in August, 2009. The Medquist Agreement will be terminated when the services are no longer needed.

SC Boiler

Approval of the sixth recommendation will allow the Interim Director, or his designee, to execute an Amendment to the Agreement with SC Boiler, substantially similar to Exhibit V, for the continued provision of preventive maintenance and repair services to the boiler systems at Coastal Network and Rancho. During the current Agreement term, DHS had expected to bid these services through an ISD Master Agreement. However, this was not feasible because SC Boiler has since modified the proprietary software system that operates the boiler at Rancho. Therefore, ongoing maintenance must be done by SC Boiler.

Medical facilities as well as other facilities have to maintain compliance with the Southern California Air Quality Management District (SCAQMD) regulations. SC Boiler is currently in the midst of adapting the boiler system to be in compliance with new SCAQMD requirements that must be completed by January 1, 2012. The Contractor has agreed not to increase its rates.

TRE

Approval of the seventh recommendation will allow the Interim Director, or his designee, to execute an Amendment to the Agreement with TRE, substantially similar to Exhibit VI, for the continued provision of endoscope maintenance and repair services so that DHS can complete a solicitation process and obtain Board approval of replacement agreements for these services. In order to improve medical diagnoses, hospital staff utilizes endoscopes that are fitted with an electronic camera assembly and inserted into a patient's body, supplying doctors with clear images of internal organs. Endoscopes are checked frequently for leaks, clogging, fluid invasion, and other problems and proper maintenance is crucial to maximizing the endoscopes' effectiveness and longevity. The Contractor has agreed not to increase its rates during the extension period.

DHS released a Request for Statement of Qualifications (RFSQ) in June 2010 to solicit qualified vendors who are willing to sign a Master Agreement for maintenance and repair services of endoscopes. During the extended term, the Department will request your Board's approval of Master Agreements.

GE, Datex, and Siemens

Approval of the eighth through tenth recommendations will allow the Interim Director, or his designee, to execute Amendments to Agreements with GE, Datex, and Siemens, substantially similar to Exhibits VII, VII, and IX, respectively, for the continued provision of preventive maintenance and repair services at Olive View. LAC+USC's equipment is included in the extension for Datex.

GE, Datex, and Siemens are original equipment manufacturers (OEM).

Philips

Approval of the eleventh recommendation will allow the Interim Director, or his designee, to execute an Amendment to the Agreement with Philips, substantially similar to Exhibit X, to increase the annual maximum obligation for additional maintenance and repair services for the equipment manufactured by GE, Datex, and Siemens at discounted rates with better coverage of expensive parts. Although not the OEM, Philips has a Multi-Vendor Discount Program and proposed discounted rates to maintain the equipment manufactured by GE, Datex, and Siemens. In addition, Philips would further assist DHS facilities in managing these assets, scheduling the maintenance and repair for the thousands of pieces of equipment, and generating compliance reports required by The Joint Commission. Philips trains their technicians to be able to maintain the other firms' equipment to ensure the equipment is serviced in accordance with OEM standards.

Approval of the twelfth recommendation will allow the Interim Director, or his designee, to increase the maximum obligation of the Agreement with Philips for equipment coming off warranty, emergency or unanticipated equipment maintenance, and repair services.

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 estimated total cost for FY 2010-11 is \$4,213,691 of which \$3,608,582 is for equipment maintenance and repair services and other hospital services and \$605,110 is for potential increases under delegated authority. Potential increases will be funded using existing resources.

Funding is included in DHS' 2010-11 Proposed Budget and will be requested in future fiscal years as necessary. The maximum obligations for each DHS Facility by Agreement are identified on Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Acceletronics

Proper maintenance and repair services for the linear accelerator ensure the treatment of cancer patients and the safety of radiosurgery. Because of the age of this equipment, only a few technicians know how to repair the 36-year-old equipment.

Cardiovascular

On June 29, 2004, your Board approved an Agreement with Cardiovascular as a Purchase Order (PO) conversion, to provide blood recovery services after the PO reached the Purchasing Agent's maximum authority. Subsequent amendments extended the term through June 30, 2007. Most recently, on May 29, 2007, your Board approved an Amendment to extend the term of the Agreement through June 30, 2010, to continue these services.

International

On June 29, 2004, your Board approved an Agreement with Pouk & Steinle as a PO conversion, for the provision of critical facility maintenance and repair services at Rancho, effective through June 30, 2006. Subsequent amendments extended the term through June 30, 2009. Your Board approved an Amendment on November 12, 2008, to add maintenance and repair services of the electrical system power lines at Harbor and increase the annual maximum obligation. Most recently, on June 9, 2009, your Board approved an Amendment to extend this Agreement through June 30, 2010. In May, 2010, DHS approved the assignment and delegation of the rights and responsibilities to International Line Builders, Inc. under your Board's delegated authority due to International's purchase of Pouk & Steinle.

Medquist

On June 29, 2004, your Board approved an Agreement with Lanier Healthcare, LLC., a subsidiary of Medquist, to provide maintenance and repair services for medical transcription equipment at various DHS facilities. On May 16, 2006, your Board approved an amendment that assigned and delegated the rights and responsibilities to Medquist effective through June 30, 2007. A subsequent amendment extended the term through June 30, 2008. Most recently, on June 10, 2008, your Board approved an amendment to extend services through June 30, 2010 to be co-terminous with the Medquist medical transcription services Agreements.

SC Boiler

On June 29, 2004, your Board approved an Agreement with SC Boiler as a PO conversion, for the provision of facility boiler maintenance and repair services at Coastal Network and Rancho. Subsequent amendments extended the term through June 30, 2010.

TRE

On June 7, 2006, your Board approved an Agreement with TRE for the provision of maintenance and repair services of endoscopes for Harbor and Olive View. Most recently, on June 2, 2009, your Board approved an Amendment with TRE for six months with six month-to-month renewals, effective through June 30, 2010. Harbor uses this Agreement for endoscopes utilized by both the Gastro-Intestinal Lab and Operating Rooms, while Olive View uses this Agreement exclusively for the Gastro-Intestinal Lab. Olive View obtains services from two other contractors for endoscopes utilized by the Operating Rooms.

GE & Datex

On June 30, 1998, your Board approved an Agreement with GE for the provision of maintenance and repair services of imaging equipment at DHS and DPH facilities. Subsequent amendments extended the term through June 30, 2010.

On June 29, 2004, your Board approved an Agreement with Datex for the provision of maintenance and repair services for anesthesia equipment at DHS facilities. Subsequent amendments extended the term through June 30, 2010.

In February 2010, DHS contacted GE and Datex to initiate the negotiations for two contract extensions. During the course of the next couple of months, DHS made numerous attempts via phone and e-mail to obtain the price quotes. By late April, DHS finally received the price quotes from

GE for five years and Datex for three years. DHS agreed with the price quotes and prepared Amendments accordingly. The Amendments were sent to the authorized GE and Datex representatives for signature. On May 12, 2010, DHS was informed by GE's legal counsel that GE is unwilling to sign the Agreements as proposed, and demanded to renegotiate the County terms and conditions. In the interim, GE offered a six-month extension for both Agreements, while GE and County renegotiate the standard County terms and conditions. Due to this new development, DHS, in conjunction with County Counsel, will need more time to renegotiate with GE or find another vendor and allow these Agreements to terminate.

Siemens

DHS currently has two Agreements (H-210611 and H-210686) with Siemens. On June 29, 1999, your Board approved Agreements with Acuson and Siemens for the provision of equipment maintenance and repair services. On December 16, 2003, your Board approved the delegation and assignment from Acuson to Siemens. Subsequent amendments extended the terms of both Agreements through June 30, 2010. Since Olive View will be the only facility using Siemens for services, it is appropriate for DHS to combine both Agreements into one (H-210686). DHS will let H-210611 expire on June 30, 2010.

Philips

The current Agreement with Philips was approved by your Board on October 6, 2005. In response to the Chief Executive Office's cost reduction efforts, Philips provided a ten-percent reduction to its 2005 rates. On October 29, 2009, your Board approved an extension to the Agreement through December 31, 2014 in exchange for the cost reduction.

All Agreements

The Agreements contain all of your Board's required provisions, and the Amendments include the most recent provisions regarding the Defaulted Property Tax Reduction Program. The County may terminate each of the Agreements with 10 or 30 days prior written notice. DHS has determined that these are not Proposition A agreements because the services provided are intermittent and highly specialized. Therefore, the County's Living Wage Program (County Code Charter 2.201) does not apply.

County Counsel has reviewed and approved Exhibits I through X as to use and form.

CONTRACTING PROCESS

An agreement with Acceletronics is being recommended since there are only two known firms that can repair Harbor's 36-year-old linear accelerator. In 1999, the manufacturer discontinued contract services due to the age of the equipment. After canvassing current contractors and searching the internet, DHS identified the current Contractor and Acceletronics as the only two local firms that have the experience and staff required to repair this equipment.

CONTRACTING PROCESS

An agreement with Acceletronics is being recommended since there are only two known firms that can repair Harbor's 36 year old linear accelerator. In 1999, the manufacturer discontinued contract services due to the age of the equipment. After canvassing current contractors and searching the internet, DHS identified the current Contractor and Acceletronics as the only two local firms that have the experience and staff required to repair this equipment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS to ensure the ongoing critical hospital services and equipment maintenance and repair services for medical facility operations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:jc

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Emergency Medical Services Commission
Hospital Association of Southern California

DEPARTMENT OF HEALTH SERVICES
Equipment Maintenance & Repair Services and Hospital Services Agreements

Acceletronics	July 1, 2010 - June 30, 2011	July 1, 2011 - June 30, 2012	July 1, 2012 - June 30, 2013			3-Year Total
HARBOR						
Total Annual Service Costs	\$24,000	\$24,000	\$24,000			\$72,000

Services & Parts Exclusions - Potential Cost for 3 Years		\$43,000				\$43,000
--	--	----------	--	--	--	----------

Estimated Total Cost for 3 Years	\$115,000
----------------------------------	-----------

Cardiovascular	July 1, 2010 - June 30, 2011	Jul 1, 2011 - June 30, 2012	Jul 1, 2012 - June 30, 2013	Jul 1, 2013 - June 30, 2014	Jul 1, 2014 - June 30, 2015	5-Year Total
OLIVE VIEW						
Total	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$175,000

International	July 1, 2010 - June 30, 2011					1-Year Total
HARBOR	\$150,000					\$150,000
RANCHO	\$200,000					\$200,000
Total	\$350,000					\$350,000

Medquist	July 1, 2010 - December 31, 2010					6-Month Total
LAC+USC	\$35,790					\$35,790
MLK MACC	\$14,564					\$14,564
RANCHO	\$8,092					\$8,092
Total	\$58,446					\$58,446

SC Boiler	July 1, 2010 - June 30, 2011	Jul 1, 2011 - June 30, 2012	Jul 1, 2012 - June 30, 2013			3-Year Total
HARBOR	\$34,350	\$34,350	\$34,350			\$103,050
RANCHO	160,000	160,000	160,000			480,000
Total	\$194,350	\$194,350	\$194,350			\$583,050

Attachment A

TRE	July 1, 2010 - June 30, 2011					1-Year Total
HARBOR	\$105,000					\$105,000
OLIVE VIEW	\$15,000					\$15,000
Total	\$120,000					\$120,000

GE	July 1, 2010 - December 31, 2010					6-Month Total
OLIVE VIEW						
Total	\$42,162					\$42,162

Datex	July 1, 2010 - December 31, 2010					6-Month Total
LAC+USC	\$85,418					\$85,418
OLIVE VIEW	4,128					4,128
Total	\$89,546					\$89,546

Siemens	July 1, 2010 - June 30, 2011	Jul 1, 2011 - June 30, 2012	Jul 1, 2012 - June 30, 2013	Jul 1, 2013 - June 30, 2014	Jul 1, 2014 - June 30, 2015	5-Year Total
OLIVE VIEW						
Total	\$255,640	\$255,640	\$255,640	\$255,640	\$255,640	\$1,278,200

INCREASE MAXIMUM OBLIGATION

Philips	July 1, 2010 - December 31, 2010 (6 months)	January 1, 2011 - December 31, 2011	January 1, 2012 - December 31, 2012	January 1, 2013 - December 31, 2013	January 1, 2014 - December 31, 2014	4 1/2-Year Total Increase
Schedule 1.1	\$676,974	\$1,353,947	\$1,353,947	\$1,353,947	\$1,353,947	\$6,092,762
Schedule 1.2	\$16,646	\$33,292	\$33,292	\$33,292	\$33,292	\$149,814
Schedule 1.3	\$504,600	\$1,009,199	\$1,009,199	\$1,009,199	\$1,009,199	\$4,541,396
Total	\$1,198,219	\$2,396,438	\$2,396,438	\$2,396,438	\$2,396,438	\$10,783,971



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ACCELETRONICS WEST, INC.

FOR

PREVENTIVE MAINTENANCE AND REPAIR SERVICES

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>	<u>Page No.</u>
1.	TERM	2
2.	DESCRIPTION OF SERVICES	2
3.	NONEXCLUSIVITY	4
4.	BILLING AND PAYMENT	4
5.	MAXIMUM OBLIGATION OF COUNTY	5
6.	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT	5
7.	INDEMNIFICATION	6
8.	GENERAL INSURANCE REQUIREMENTS	6
9.	INSURANCE COVERAGE REQUIREMENTS	10
10.	SUBCONTRACTING	11
11.	COMPLIANCE WITH APPLICABLE LAW	14
12.	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")	15
13.	STANDARD PROVISIONS	16
14.	CONSTRUCTION	16
15.	CONFLICT OF TERMS	16
16.	ALTERATION OF TERMS	16
17.	CONTRACTOR'S OFFICE	17
18.	NOTICES	17
	STANDARD PROVISIONS	
	EXHIBIT A STATEMENT OF WORK	
	EXHIBIT B PRICING SCHEDULE	
	ATTACHMENTS 1) CONTRACTOR EMPLOYEE JURY SERVICE	
	2) SAFELY SURRENDERED BABY LAW	

Contract No. _____

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day
of July 2010,

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

and ACCELETRONICS WEST, INC.
(hereafter "Contractor").

WHEREAS, pursuant to sections 1441 and 1445 of the California Health and Safety Code, County has established and operates, through its Department of Health Services (hereafter "DHS"), various County hospitals, comprehensive health centers, health centers, and other health care facilities and programs (hereafter collectively referred to as "Facility(ies)"; and

WHEREAS, County desires the services of a Contractor to provide preventive maintenance and repair services on an intermittent, part-time basis; and

WHEREAS, County has determined that the services to be provided under this Agreement are of a technical nature to the extent that DHS is unable to recruit qualified personnel with the requisite training, knowledge, or experience to perform such services; and

WHEREAS, Contractor is authorized under the laws of the State of California to engage in the business of providing preventive maintenance and repair services, and possesses the

competence, expertise, and personnel necessary to provide such services described hereunder; and

WHEREAS, this Agreement is authorized by provisions of section 1451 of the California Health and Safety Code and sections 26227 and 31000 of the California Government Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence effective July 1, 2010, and shall continue in full force and effect to and including June 30, 2013 unless sooner canceled or terminated as provided herein.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit A, attached hereto and incorporated herein by reference.

B. Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide such services.

C. The Director of Department of Health Services or his designee ("Director") may add or remove related equipment at DHS Facilities as necessary to provide patient care or to assure that facility operations are maintained. Such maintenance and repair services shall include but not be limited to, warranty expiration, emergency repairs and critical preventive maintenance.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily the exclusive provider to County of services provided under the terms of this Agreement, and that County has, or may enter into, agreements with other providers of such services, or may perform all or part of same, when possible, using County employees.

4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in Exhibit A and Exhibit B, attached hereto and incorporated herein by reference.

B. Contractor shall bill DHS' Harbor-UCLA Medical Center (HARBOR) c/o Harbor-UCLA Medical Center General Accounting, Box 479, 1000 West Carson Street, Building 3.5, Torrance, CA 90509, hereunder according to the terms set forth in the payment requirements of said Exhibit.

5. MAXIMUM OBLIGATION OF COUNTY:

A. The annual maximum obligation of County for all services provided hereunder shall not exceed Twenty-Four Thousand Dollars (\$24,000), effective July 1, 2010 through June 30, 2013.

B. If a rebuilt Waveguide is necessary and/or the 3 Port Circulator must be replaced as listed on Exhibit B, the Director or his designee may approve a one-time maximum expenditure of up to Forty-Three Thousand Dollars (\$43,000).

C. During the term of this Agreement, the Director may amend Exhibit B 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 annual maximum obligation for unanticipated maintenance and repair services and if equipment is added/removed to/from any Medical Facility.

D. Contractor shall maintain a system of recordkeeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or termination of this Agreement.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described in the INSURANCE COVERAGE REQUIREMENTS Paragraph, herein below. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in INSURANCE COVERAGE REQUIREMENTS Paragraph, herein below. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must

identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to Director at the: DHS; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, and provide a copy to DHS; Centralized Contract Monitoring Division; 5555 Ferguson Drive, Suite 210; Commerce, California 90022, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts,

its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from

sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$2 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as

required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

10. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontractor.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirements under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the following paragraphs of the body of this Agreement: NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, INDEMNIFICATION, GENERAL INSURANCE REQUIREMENTS, INSURANCE COVERAGE REQUIREMENTS, SUBCONTRACTING, CONSTRUCTION, and CONFLICT OF TERMS, as well as, all of the provisions of the STANDARD PROVISIONS attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement,

on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

11. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted consistently with, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such

federal, State, or local laws, regulations, guidelines, or directives.

12. CONTRACTOR'S OBLIGATIONS AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands,

expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

13. STANDARD PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled STANDARD PROVISIONS, of which the terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement, including its STANDARD PROVISIONS, and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

16. ALTERATION OF TERMS:

A. The body of this Agreement, including its STANDARD PROVISIONS, Exhibit(s), and any Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the

terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

B. To amend the service routes and/or service schedules pursuant to Paragraph 2, DESCRIPTION OF SERVICES, a written change notice shall be prepared by Director and signed by the Director and Contractor. Notwithstanding Paragraph 16.A above, such written change notice(s) shall be incorporated into and become a part of this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 602 Gordon Drive, Exton, PA 19341. Contractor's primary business telephone number is (800) 543-5144, facsimile/FAX number is (610) 524-3304, and electronic mail ("e-mail") address is homeoffice@acceletronics.com. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed herein, or any other business address, business telephone number, facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be

in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices or demands required or permitted by the County under this Agreement. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days' prior written notice thereof to the parties.

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, CA 90012-2659
Attention: Director
- (2) Harbor-UCLA Medical Center
1000 West Carson Street, Building 3.5
Torrance, CA 90509
Attention: Chief Executive Officer

B. Notices to Contractor shall be addressed as follows:

Acceletronics West, Inc.
602 Gordon Drive
Exton, PA 19341
Attention: Contracts

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

/

/

/

/

Director of Health Services, and Contractor has caused this Agreement 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

ACCELETRONICS WEST, INC.

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

STANDARD PROVISIONS

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>	<u>Page No.</u>
1.	ADMINISTRATION.....	1
2.	FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE	1
3.	NONDISCRIMINATION IN SERVICES.....	3
4.	NONDISCRIMINATION IN EMPLOYMENT.....	4
5.	FAIR LABOR STANDARDS ACT.....	6
6.	EMPLOYMENT ELIGIBILITY VERIFICATION.....	7
7.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.....	7
8.	RULES AND REGULATIONS	8
9.	STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE.....	9
10.	UNLAWFUL SOLICITATION.....	9
11.	AUTHORIZATION WARRANTY.....	9
12.	COUNTY LOBBYISTS.....	9
13.	RESTRICTIONS ON LOBBYING	10
14.	COUNTY'S QUALITY ASSURANCE PLAN.....	10
15.	RECORDS AND AUDITS.....	10
16.	REPORTS.....	15
17.	CONFIDENTIALITY.....	15
18.	CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER.....	16
19.	PROHIBITION AGAINST ASSIGNMENT AND DELEGATION	16
20.	COMPLIANCE WITH JURY SERVICE PROGRAM	18
21.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	20
22.	INDEPENDENT CONTRACTOR STATUS.....	21
23.	REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED	

	INCOME CREDIT ("EIC")	22
24.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	22
25.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	23
26.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	23
27.	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	23
28.	CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT.....	24
29.	COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT	24
30.	NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT.....	25
31.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	25
32.	DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS.....	26
33.	USE OF RECYCLED - CONTENT BOND PAPER	26
34.	NOTICE OF DELAYS	26
35.	CONFLICT OF INTEREST	27
36.	TERMINATION FOR INSOLVENCY	28
37.	TERMINATION FOR DEFAULT	28
38.	TERMINATION FOR IMPROPER CONSIDERATION.....	29
39.	TERMINATION FOR MATERIAL BREACH.....	30
40.	TERMINATION FOR CONVENIENCE.....	30
41.	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	31
42.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	32
43.	SOLICITATION OF BIDS OR PROPOSALS	35
44.	GOVERNING LAWS, JURISDICTION, AND VENUE	35
45.	WAIVER.....	36

46.	SEVERABILITY	36
47.	COVENANT AGAINST CONTINGENT FEES	36
48.	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	37
49.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	37

STANDARD PROVISIONS

1. **ADMINISTRATION:** Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

2. **FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:**

A. **Form of Business Organization:** Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:

1) The form of Contractor's business organization, e.g., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is an LLC).

3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes; Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended

beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation.

In addition, Contractor's facility access for the disabled must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination,

rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular

business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law

including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any

exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. RULES AND REGULATIONS: During the time that Contractor's employees, or subcontractors are at Medical Center, Contractor and such persons shall be subject to the rules and regulations of Medical Center. Medical Center's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to Medical Center prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the

delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

9. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

10. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

11. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the

part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

13. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all such certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply all such certification and disclosure requirements.

14. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agents will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate Agreement or impose other penalties as specified in Agreement.

15. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or

audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such

subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/ compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due

Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

16. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

17. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

18. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR

DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

19. 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.

20. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the service provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County

contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor

shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to Contracts and Grants.

4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business operation and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations,

and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

22. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing

workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

23. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which are available from the IRS Forms Distribution Center by calling (800) 829-3676.

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 in 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).

25. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERMINATION Paragraphs of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached hereto and incorporated herein, and is also available on the Internet at www.babysafela.org for printing purposes.

27. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that

the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW")

PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of

reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

30. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

31. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) [e.g., facility(ies)] where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and

local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

32. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

33. USE OF RECYCLED - CONTENT BOND PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

34. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party

shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

35. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

36. TERMINATION FOR INSOLVENCY: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts).

39. TERMINATION FOR MATERIAL BREACH: Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

40. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination. Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with the RECORDS AND AUDITS Paragraph, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

41. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for preventive maintenance and repair services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement

in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

42. 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.

43. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and/its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, or request for proposals, by virtue of its present status as Contractor.

44. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of

California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

45. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

46. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

47. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the payment or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

48. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other

provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

EXHIBIT A

STATEMENT OF WORK

EQUIPMENT REPAIR AND MAINTENANCE SERVICES

1. SCOPE OF WORK: Contractor shall provide services described in this Exhibit A for Equipment listed in Exhibit B, and as may be modified by Agreement Paragraphs 5B and 5C, attached hereto and referenced herein. Contractor's services shall include, but not be limited to, the following:

- A. Development and maintenance of a comprehensive equipment inventory and preventive/maintenance schedule;
- B. Routine Preventive Maintenance Services;
- C. As-needed repair services; and
- D. Development and maintenance of an Equipment Risk Management Program.

2. DEFINITIONS: Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Exhibit A.

- A. "Equipment" shall mean an instrument, apparatus, machine, or other similar or related article, including all operating software, components, parts, accessories, replacements, and/or upgrades, which is intended for the

diagnosis, care, treatment, or monitoring of a Facility patient.

B. "Routine Preventive Maintenance Services" shall mean services performed by Contractor to preserve the original functional and operational state of Equipment covered under the terms of this Agreement.

C. "Repair Services" shall mean the restoration of Equipment to its original function on an as-needed basis, as may be required by the Facility in response to the failure or malfunctioning of such equipment. The repair process may also include servicing, reconditioning, modification, and refurbishment.

3. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of services described hereunder. Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 9:00 p.m.), excluding County holidays, to act as a central point of contact with County personnel.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor service personnel shall be appropriately licensed, certified, credentialed, or trained to perform the Preventive Maintenance and Repair Services hereunder.

E. Contractor shall assume the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

4. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full-time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

5. COUNTY FURNISHED PROPERTY AND SERVICES: At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related used by Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for purposes other than the performance of this Agreement.

At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and photocopying equipment, on a non-exclusive basis, for the

purpose of Contractor's performance of this Agreement.

Contractor is prohibited from use of such equipment for the purposes other than for the performance of this Agreement.

6. SERVICES TO BE PERFORMED BY CONTRACTOR: Contractor shall provide the following services for all equipment listed in Exhibit B:

A. Comprehensive Equipment Inventory and Preventive Maintenance Schedule: Each year, Contractor shall, in collaboration with appropriate Facility staff, develop and maintain a comprehensive equipment inventory listing all equipment covered under this Agreement. Such list shall include each piece of equipment's model number, serial/site number, and specific location (e.g. room number) at each Facility. Such listing shall also include the Los Angeles County Capital Asset Leasing or Los Angeles County number, where applicable.

Contractor shall provide each Facility with a preventive maintenance service schedule for all equipment covered under this Agreement. Contractor shall include, as part of such schedule, the preventive maintenance services requirements established by the Facility for each piece of equipment listed in Exhibit B. In any event, Contractor shall ensure that all equipment is maintained to minimum regulatory compliance standards.

B. Routine Preventive Maintenance Services:

Contractor shall perform routine Preventive Maintenance Services for equipment covered under this Agreement, at the rates and frequency set forth in Exhibit B. Such services shall be performed on Monday through Friday between 8:00 a.m. and 9:00 p.m., excluding County holidays, on days and times mutually agreed upon by Facility and Contractor. The scheduled number of Preventive Maintenance Services shall meet the reasonable needs of each Facility, shall be performed at regularly scheduled intervals, and shall comply with all appropriate licensing and accrediting agencies [e.g., The Joint Commission, Occupational Safety and Health Administration ("OSHA") standards, as applicable]. In any event, Contractor shall ensure that all equipment are maintained to minimum regulatory compliance standards.

Routine Preventive Maintenance Services exclude major overhaul, special services, installation of equipment, equipment relocation, equipment modification or refurbishing.

C. As-Needed Equipment Repair Services: Contractor shall perform as-needed repair services within four (4) hours after notification by the Facility, Monday through

Friday between the hours of 8:00 a.m. through 9:00 p.m., excluding County Holidays, at no additional cost to County.

If such services commence prior to 9:00 p.m., Monday through Friday, but extend beyond 9:00 p.m., no additional service charges beyond the rates set forth in Exhibit B are to be incurred by County for work performed by Contractor after 9:00 p.m.

If the as-needed repair emergency services are required between 9:00 p.m. and 8:00 a.m., Monday through Friday, or on weekends and County holidays, such services shall be billed to County at the rates specified in Exhibit B.

If, upon arrival at County Facility, Contractor determines that the equipment cannot be immediately repaired, then Contractor's service representative shall indicate, in writing, an estimated time frame for repair.

Repair and maintenance services provided by Contractor shall be made on Facility grounds and shall include all travel, labor, parts, and materials necessary to maintain said equipment. Replacement parts shall be new or equivalent to new parts.

Repair shall include diagnosis and correction of malfunctions and/or failure of equipment. With approval by Facility's Administrator or his designee, temporary repair procedures may be followed by County's personnel while

Contractor is concurrently developing a permanent repair to said equipment. If Contractor is unable to procure necessary additional parts or resources within twenty-four (24) hours after repair to said equipment has begun Facility's Administrator or his designee shall have the option of (1) requiring replacement equipment if available until service can be completed by Contractor on above described equipment, or (2) allowing Contractor to resume repair services to said equipment as soon as repair parts or resources are available. In any event, Contractor shall repair the said equipment or have approved plan for repair of said equipment or provide County with temporary replacement equipment if available within twenty-four (24) hours after repair work on County-owned equipment has begun.

D. Risk Management Program: Contractor shall, in collaboration with Facility staff, develop and maintain an Equipment Risk Management Program. Such Program shall require written documentation of all medical incidents that involve equipment covered under this Agreement, whereby such equipment has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall describe the incident, the equipment involved in the medical incident, and any subsequent examination of such equipment.

The Facility administrator, or his designee, in consultation with Contractor and Facility's Risk Manager, shall provide direct oversight of all activities to

decommission, sequester, and examine any equipment which has been involved in a medical incident. Neither party shall use, clean, discard, alter, or repair any equipment involved in such incident prior to the said equipment's examination.

E. Additional Services:

(1) Breakage and/or Loss: Contractor shall replace and/or repair (at the time of servicing) any equipment and/or parts thereof which suffer breakage, damage or loss at the time of servicing or repair, which is caused by the negligence or willful misconduct of Contractor, and to the extent thereof, at no additional cost to County.

(2) Rework: Contractor shall rework improperly repaired equipment, correct any damage resulting therefrom, and supply all necessary parts and materials therefore at no additional cost to County. Service personnel shall also repair any defective parts purchased and installed by such service personnel and shall repair any damage to the equipment resulting from, and to the extent of, Contractor's negligence or willful misconduct, at no additional cost to County.

(3) Reports: Contractor shall prepare and maintain a written record of all services (service report) provided on each piece of equipment at the Facility. Such service report(s) shall: (a) meet all

licensing, accrediting and regulatory agency requirements, (b) clearly identify the equipment serviced by model number, serial number, Los Angeles County Capital Asset Leasing or Los Angeles County number (if available), (c) include an itemization and description of services performed, including electrical checks and calibration reading, (d) list any parts installed, (e) include the service date(s), and (f) give the name of the service technician who performed the service. A copy of such service report shall be given to the Facility at the time the service is performed. Such service reports are the property of County and shall remain on-site at each Facility.

7. EXCLUSIONS: Contractor is not financially responsible to provide the repair services above should any repair be required by causes other than ordinary use of the equipment, as determined the County. Such causes include, but are not limited to:

A. Improper use, gross neglect, misplacement, air conditioner or humidity control malfunction or failure, Facility electrical system malfunction or failure;

B. Repair, maintenance, modification, relocation, or reinstallation by any other than Contractor-authorized personnel;

C. Acts of God, fires, floods, war, acts of sabotage, riots, accidents, or other causes;

In the event that excluded services are required by a Facility, such services shall be billed to County at the hourly rates described in Exhibit B, or quarterly portion thereof, rounded up to the nearest quarter hour.

8. GENERAL CONTRACTOR REQUIREMENTS:

A. Recruitment: Contractor shall screen all personnel prior to assigning such personnel to provide services at the Facility to assure that all such persons have the qualifications and training necessary to perform the services contemplated under this Agreement. All such service personnel shall be appropriately licensed, certified, credentialed, registered or trained to perform the maintenance and repair services and shall have, as a minimum, knowledge and expertise in the following areas:

(1) Diagnosis and inspection of equipment to determine maintenance and repair needs;

(2) Routine cleaning and lubrication, as necessary, of each piece of equipment;

(3) Electrical and safety inspections, as necessary, of equipment;

(4) Calibration and functional testing, as necessary;

(5) Required accreditation, regulatory and licensing needs for equipment serviced.

B. Contractor Personnel Qualifications: Contractor personnel providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

9. BILLING AND PAYMENT:

A. Billing:

(1) Billings to County shall be submitted monthly in arrears in accordance with the rate schedule set forth in this Exhibit A and Exhibit B.

(2) All billings hereunder shall be by Facility, shall be in duplicate, and shall be forwarded to the appropriate Facility and address as specified in the Agreement BILLING AND PAYMENT Paragraph.

(3) All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the date(s) of such services, and shall include a copy of the service report(s).

(4) County will only pay Contractor travel expenses for after hour services at the rate referenced in Exhibit B.

(5) All billings rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement and shall include the County contract number.

B. Payment:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days in arrears upon receipt of Contractor's billing(s). County shall pay for all services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(2) County shall compensate Contractor monthly in arrears in accordance with the rate schedule described in Exhibit B.

3) Prior to performing any additional services, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the work exceeds the Contractor's estimate, the County Contract Manager or his/her designee must approve the excess cost. In any case, no additional services shall commence without written authorization.

Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) business days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

EXHIBIT B – PRICING SCHEDULE

ACCELETRONICS WEST, INC.

**Preventive Maintenance and Repair Services for
Medical Linear Accelerator**

Harbor-UCLA Medical Center

July 1, 2010 through June 30, 2013

PREVENTIVE MAINTENANCE AND REPAIR – PARTS INCLUDED

EQUIPMENT TYPE	MONTHLY COST	YEARLY COST
Medical Linear Accelerator NCN	\$2,000	\$24,000

Additional Services

Rebuilt Waveguide	\$35,000	(Includes reimbursement for core return.)
3 Port Circulator Replacement	\$8,000	(Used, pending availability.)

After-hour rates (e.g. 9:00 p.m. to 8:00 a.m., Mondays through Fridays, Weekends, County Holidays): Labor - \$340 per hour; travel - \$225 per hour.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

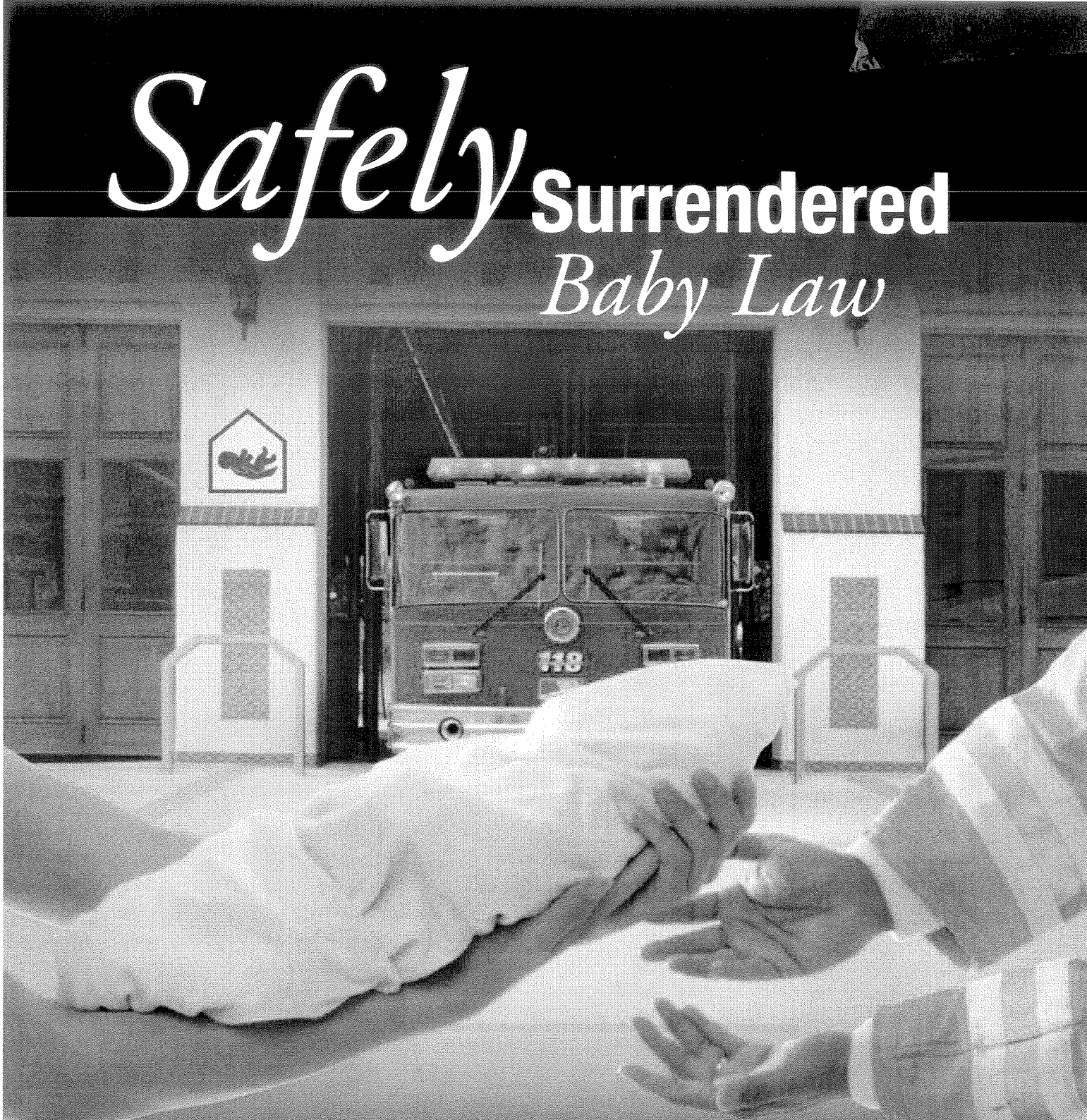
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

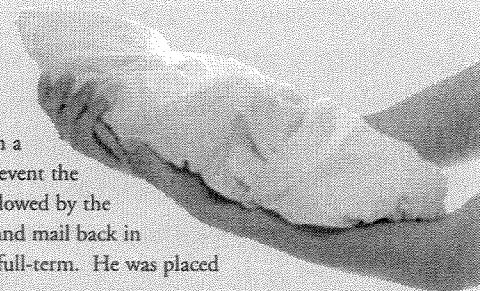
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

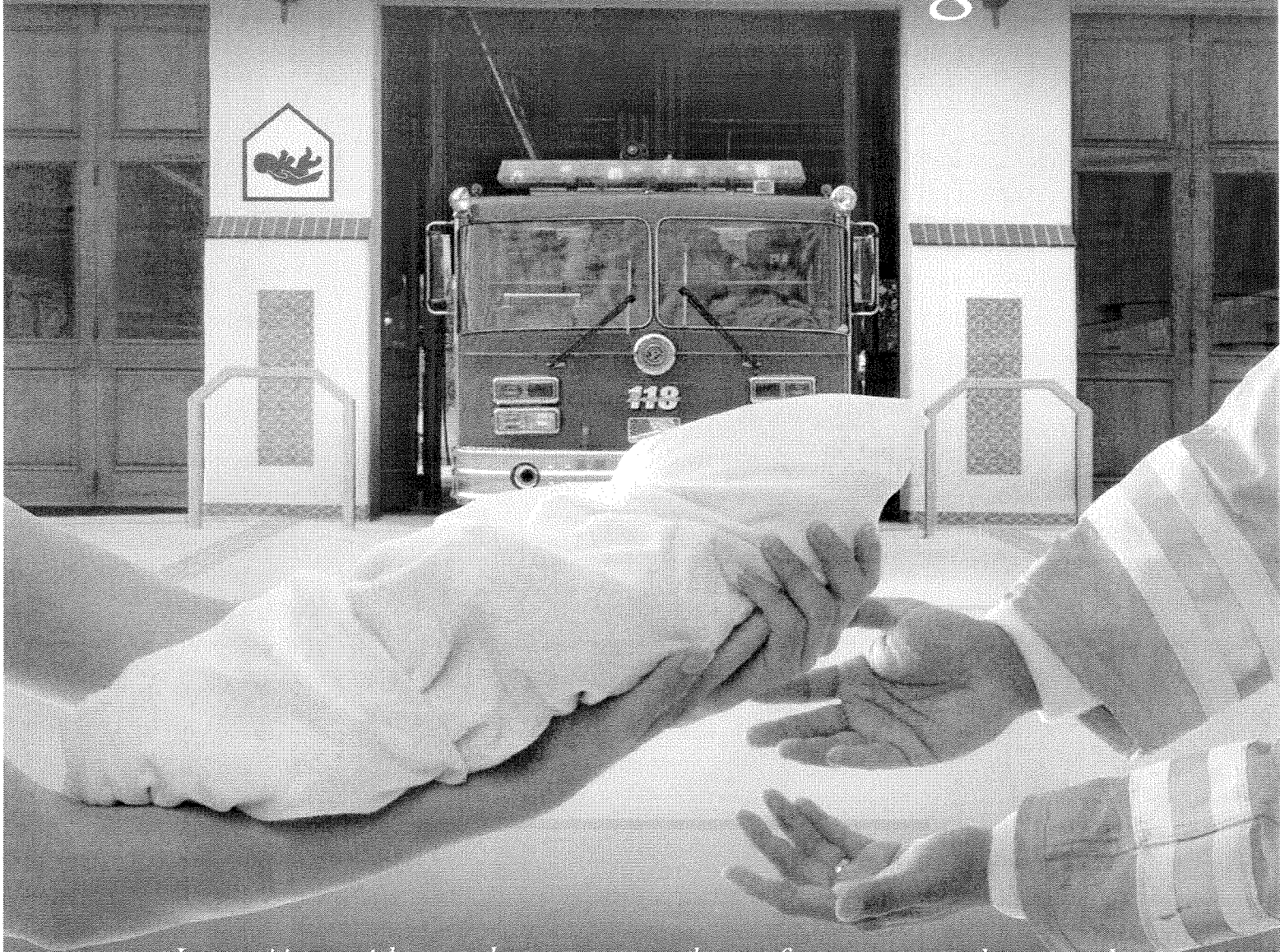
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga menos de 72 horas de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

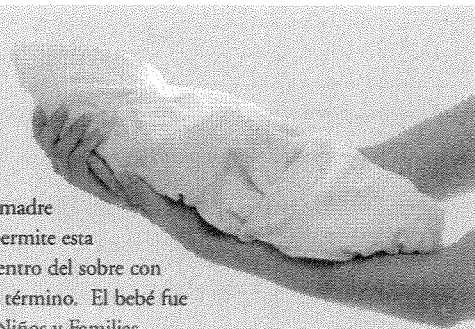
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



BLOOD RECOVERY SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this ___ day of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CARDIOVASCULAR PLUS, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "BLOOD RECOVERY SERVICES AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700743 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term, to remove Martin Luther King, Jr. Multi-Service Ambulatory Care Center from the Agreement, and to make other 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 upon execution.
2. Schedule A-1 shall be replaced by Schedule A-2, attached hereto and incorporated herein by reference.
3. Agreement Paragraph 1, TERM, shall be deleted in its entirety and replaced with the following:

“1. TERM: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including June 30, 2015, unless sooner canceled or terminated as provided herein.”

4. Subparagraph A of Agreement Paragraph 2, DESCRIPTION OF SERVICES, shall be deleted in its entirety and replaced with the following:

“A. Contractor shall provide services at Olive View-UCLA Medical Center (OLIVE VIEW) in the form as described in the body of this Agreement and Exhibit A-1, STATEMENT OF WORK, attached hereto and incorporated herein by reference.”

5. Subparagraph B of Agreement Paragraph 4, BILLING AND PAYMENT, shall be deleted in its entirety and replaced with the following:

“B. Contractor shall bill Olive View-UCLA Medical Center, c/o Invoice Processing, 14445 Olive View Drive, Sylmar, California 91342, hereunder according to the terms set forth in the BILLING AND PAYMENT paragraph of Exhibit A-1.”

6. Subparagraph G of Agreement Paragraph 5, MAXIMUM OBLIGATION, shall be added to read as follows:

“G. The annual maximum obligation of County for all services provided hereunder shall not exceed Thirty-Five Thousand Dollars (\$35,000), for the period of July 1, 2010 through June 30, 2015.”

7. Paragraph 47, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“47. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

8. Paragraph 48, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds

upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

9. 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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

CARDIOVASCULAR PLUS, INC.
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

SCHEDULE A-2

Cardiovascular Plus, Inc.

Blood Recovery Services

Rate Schedule

Effective July 1, 2010 through June 30, 2015

Cellsaver Set-up Service	\$195.00
Cellsaver Specialist – hourly rate	\$48.00
Emergency Response (Guaranteed response time within one hour of notification)	\$150.00
Cellsaver Custom Kit Includes: 1 Anti-Coagulation dual lumen suction 1 Three Liter – 30 u filter with pressure relief valve 1 High speed – high volume processing bowl 225c with tubing	\$250.00

=====
The following items, do not apply to every case, will only be billed when used:

Blood Filter-Leukocyte reduction filter	\$35.00
Blood transfer Bag - 600mL	\$12.95
Cellsaver Suction	\$35.00
Cellsaver Reservoir w/ filter	\$125.00
Intra-Aorta Balloon Pump Set up	\$200.00
Intra-Aorta Balloon Pump Monitoring per hour	\$65.00
Intra-Aorta Balloon Pump Transport	\$675.00
Open Heart Bypass set up	\$795.00
Cardiac Perfusionist per hour	\$98.00
Open Heart Bypass kit	\$825.00

PREVENTIVE MAINTENANCE AND SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this ___ day of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

INTERNATIONAL LINE BUILDERS, INC.
formerly known as POUK & STEINLE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700773 and any amendments thereto (all hereafter referred to as "Agreement"); and

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

WHEREAS, Pouk and Steinle, Inc. has assigned and delegated the rights and responsibilities to International Line Builders, Inc.; 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 upon execution.
2. Schedules C and D shall be deleted in their entirety and be replaced by Schedule E – Pricing Schedule and Schedule F – Sub-Structure Services Pricing

Schedule, attached hereto and incorporated herein by reference. Whenever any schedules are referenced, they shall now also reference Schedules E and F.

3. Agreement Paragraph 1, TERM, shall be deleted in its entirety and replaced with the following:

“1. TERM: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including June 30, 2011, unless sooner canceled or terminated as provided herein.”

4. Subparagraph E of Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be added to read as follows:

“E. The annual maximum obligation of County for all services provided hereunder shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000), of which Two Hundred Thousand Dollars (\$200,000) is for RANCHO and One Hundred and Fifty Thousand Dollars (\$150,000) is for HARBOR for the period of July 1, 2010 through June 30, 2011.”

5. Paragraph 47, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“47. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

6. Paragraph 48, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's STANDARD PROVISIONS to read as follows:

“48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

7. 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

/

/

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

INTERNATIONAL LINE BUILDERS, INC.
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

INTERNATIONAL LINE BUILDERS, INC.

July 1, 2010 through June 30, 2011

HARBOR-UCLA MEDICAL CENTER Pricing Schedule			
AS-NEEDED REPAIR SERVICE	Class Code	Hourly Straight Time Rate	Hourly Overtime Rate
Foreman	F	\$ 100	\$ 155
Journeyman (Includes Electrician, Cable Splicer, and Line Man)	J	\$ 95	\$ 150
Apprentice	A	\$ 85	\$ 140
Groundman	G	\$ 70	\$ 115
EQUIPMENT RATES			Rate per Hour
Line Truck With Digger			\$ 55
65' Bucket Truck			\$ 65
50' Bucket Truck			\$ 50
Material Truck			\$ 12
Pick-Up Truck			\$ 8
Service Truck			\$ 10
3-Drum Puller			\$ 30
1-Drum Puller			\$ 18
3-Reel Wire Trailer			\$ 15
1-Reel Wire Trailer			\$ 12
Low Boy & Driver			\$ 150
Underground Hardline Puller			\$ 35
DC High Pot Set - Billable at \$100.00 per Day			
Annual Maximum for As Needed Repair			\$ 150,000
TOTAL ANNUAL MAXIMUM OBLIGATION			\$ 150,000
<p><u>HOURLY STRAIGHT TIME RATE</u> - Straight time rates shall be paid for hours worked Monday through Friday during the hours of 8:00 AM through 5:00 PM as stated in Amendment No. 3 - Statement of Work, Paragraph 6, Sub-paragraph B.</p> <p><u>HOURLY OVERTIME RATE</u> - Overtime rate shall be paid for hours worked after 5:00 PM on Monday-Friday, or on weekends and County Holidays as stated in Amendment No. 3 - Statement of Work, Paragraph 6, Sub-paragraph B.</p> <p><u>PARTS</u> - All Materials and Rentals at Contractor's cost plus 10%</p> <p><u>OUT OF SCOPE SERVICE</u>: All out-of-scope services require prior approval. Contractor may charge for out-of-scope services at Contractor's cost plus 10%</p> <p><u>MILEAGE AND TRAVEL EXPENSES</u> - All mileage and travel fees are included in the service charge above and shall not be billed as a separate charge to County.</p>			

INTERNATIONAL LINE BUILDERS, INC.

July 1, 2010 through June 30, 2011

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER Pricing Schedule			
PREVENTIVE MAINTENANCE SERVICES			Fees
Equipment Description - Power House Substation's nine medium voltage circuit breakers consisting of the main breaker and the eight feeder breakers with their protective relays (29 solid-state and 8 electromechanical).			\$30,500
Total Cost for Routine Preventive Maintenance Services:			\$30,500
AS-NEEDED REPAIR SERVICE	Class Code	Hourly Straight Time Rate	Hourly Overtime Rate
Foreman	F	\$ 100	\$ 155.00
Journeyman (Includes Electrician, Cable Splicer, and Line Man)	J	\$ 95.00	\$ 150.00
Apprentice	A	\$ 85.00	\$ 140.00
Groundman	G	\$ 70.00	\$ 115.00
EQUIPMENT RATES			Rate per Hour
Line Truck With Digger			\$ 55.00
65' Bucket Truck			\$ 65.00
50' Bucket Truck			\$ 50.00
Material Truck			\$ 12.00
Pick-Up Truck			\$ 8.00
Service Truck			\$ 10.00
3-Drum Puller			\$ 30.00
1-Drum Puller			\$ 18.00
3-Reel Wire Trailer			\$ 15.00
1-Reel Wire Trailer			\$ 12.00
Low Boy & Driver			\$ 150.00
Underground Hardline Puller			\$ 35.00
DC High Pot Set - Billable at \$100.00 per Day			
Annual Maximum for As Needed Repair			\$ 169,500
TOTAL ANNUAL MAXIMUM OBLIGATION			\$ 200,000
<p>HOURLY STRAIGHT TIME RATE - Straight time rates shall be paid for hours worked Monday through Friday during the hours of 8:00 AM through 5:00 PM as stated in Amendment No. 3 - Statement of Work, Paragraph 6, Sub-paragraph B.</p> <p>HOURLY OVERTIME RATE - Overtime rate shall be paid for hours worked after 5:00 PM on Monday-Friday, or on weekends and County Holidays as stated in Amendment No. 3 - Statement of Work, Paragraph 6, Sub-paragraph B.</p> <p>PARTS - All Materials and Rentals at Contractor's cost plus 10%</p> <p>OUT OF SCOPE SERVICE: All out-of-scope services require prior approval. Contractor may charge for out-of-scope services at Contractor's cost plus 10%</p> <p>MILEAGE AND TRAVEL EXPENSES - All mileage and travel fees are included in the service charge above and shall not be billed as a separate charge to County.</p>			

INTERNATIONAL LINE BUILDERS

Effective July 1, 2010 through June 30, 2011

SUB-STRUCTURE SERVICES PRICING SCHEDULE FOR HARBOR AND RANCHO

Labor & Equipment Rate	Class Code	Hourly Straight Time Rate	Hourly Overtime Rate
General Foreman	GF	\$ 96.00	\$ 135.00
Foreman	F	\$ 88.50	\$ 124.00
Operator	O	\$ 86.00	\$ 120.00
Truck Driver	TD	\$ 75.50	\$ 104.00
Labor	L	\$ 57.00	\$ 78.00
EQUIPMENT RATES			Rate per Hour
Pick-Up Truck		\$	16.00
1 Ton Truck (Gang)		\$	20.00
2 Ton Truck (Gang)		\$	25.00
7 YD. Dump		\$	33.00
10 YD. Dump		\$	44.00
2500 Gal Water Tr.		\$	33.00
Crane Truck		\$	60.00
420\430 Back Hoe		\$	42.00
446 Back Hoe		\$	46.00
Skip Loader		\$	36.00
Skid Steer		\$	32.00
928 Loader		\$	60.00
Asphalt Zipper		\$	63.00
Wirgen Grinder		\$	76.00
Air compressor		\$	22.00
Arrow Boards		\$	14.00
A.C. Spray Rig		\$	28.00
Stomper		\$	50.00
Equipment Trailer		\$	6.00
Material Trailer		\$	5.00
Tractor & Lowbed		\$	46.00
Saw W\Truck (Flat)		\$	40.00
20\22 Bore Rig		\$	230.00
Missiles 4" 6"		\$	22.00
Pumps & Blowers		\$	6.00
SM. Generators		\$	8.00
Paving Machine		\$	220.00
Wacker		\$	14.00
3-5 Ton Roller		\$	24.00
SM Compactors		\$	15.00

HOURLY STRAIGHT TIME RATE - Straight time rates shall be paid for hours worked Monday through Friday during the hours of 8:00 AM through 5:00 PM.

HOURLY OVERTIME RATE - Overtime rate shall be paid for hours worked after 5:00 PM on Monday-Friday, or on weekends and County Holidays.

PARTS - All Materials and Rentals at Contractor's cost plus 10%

OUT OF SCOPE SERVICE: All out-of-scope services require prior approval. Contractor may charge for out-of-scope services at Contractor's cost plus 10%

MILEAGE AND TRAVEL EXPENSES - All mileage and travel fees are included in the service charge above and shall not be billed as a separate charge to County.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this ____ day of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated July 1, 2004, and further identified as County Agreement No. H-700834 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and to make other 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 upon execution.
2. Schedules Rancho -1, MLK MACC-1, and LAC+USC-1 shall be replaced by Schedules Rancho -2, MLK MACC-2, and LAC+USC-2, attached hereto and incorporated herein by reference
3. Sub-Paragraph A of Agreement Paragraph 1, TERM, shall be replaced as follows:

“A. The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including December 31, 2010, unless sooner canceled or terminated as provided herein. The Director of Health Services may extend the Agreement on a month-to-month basis through June 30, 2011 under the same terms and conditions with no further action and terminate the Agreement upon ten (10) days prior written notice.”

4. Subparagraph C of Agreement Paragraph 5, MAXIMUM OBLIGATION, shall be added to read as follows:

“C. The annual maximum obligation of County for all services provided hereunder shall not exceed Fifty-Eight Thousand, Four Hundred Forty-Six Dollars (\$58,446), of which Thirty-Five Thousand, Seven Hundred Ninety Dollars (\$35,790) is for LAC+USC; Fourteen Thousand, Five Hundred Sixty-Four Dollars (\$14,564) is for MLK-MACC; and Eight Thousand, Ninety-Two Dollars (\$8,092) is for RANCHO, for the period of July 1, 2010 through December 31, 2010.”

5. Paragraph 47, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement STANDARD PROVISIONS to read as follows:

“47. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

6. Paragraph 48, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement STANDARD PROVISIONS to read as follows:

“48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

7. 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

/

/

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

MEDQUIST TRANSCRIPTIONS, LTD.
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

**SCHEDULE
RANCHO - 2**

**MEDQUIST TRANSCRIPTIONS, LTD
EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER
JULY 1, 2010 through DECEMBER 31, 2010**

Material Description	Quantity	Quarterly Price Per Unit	Total Quarterly Price	Total Cost 07/01/10 - 12/31/10
205-2200	1	---	---	
GMA/SMA				
421-1041	1	820.25	820.25	1,641
24 NT VOICE SERVER S/W V2.3.0				
Serial no.: 10410324				
421-2165	3	256.50	769.50	1,539
VOICEWRITER NT PORT SOFTWARE				
421-1038	1	96.00	96.00	192
VW NT DATABASE SOFTWARE/5 USER				
Serial no.: 10380203				
421-1702	2	8.00	16.00	32
100HR S/W KEY R/B 421-2131				
Serial no.: 17020686, 17020687				
421-1006	1	539.75	539.75	1,080
CONSOLE SOFTWARE R/B 421-1275				
Serial no.: 10060355				
421-1035	1	129.25	129.25	259
24NT VOICE SERVER R/B 421-1060				
Serial no.: 42102867				
421-2101	2	43.75	87.50	175
4.3 GB SCSI DR R/B 421-2106				
421-2210	2	25.50	51.00	102
500MB/1.6 GB DISK CONTROLLER				
421-2040	1	122.25	122.25	245
4 PORT DSP CARD				
421-1248	1	122.50	122.50	245
VW HPVL5 CONSOLE R/B 421-1273				
Serial no.: 75118142				
421-2045	1	84.00	84.00	168
4 PORT LINE CARD				
421-2085	1	162.25	162.25	325
8 PORT LINE CARD				
421-2056	1	5.50	5.50	11
10/100TX NETWORK CARD RJ45				
421-2057	1	7.75	7.75	16
10 BASE-T HUB W/COAX PORT				
421-2012	2	15.75	31.50	63
HP 14 MONITOR R/B 4212157				
421-2092	1	5.50	5.50	11
56K EXTERNAL MODEM				
421-2062	1	27.00	27.00	54
BEST POWER 1.3KVA R/B 425-3030				
421-2103	1	8.00	8.00	16
ETHERLINK III COMBO NIC				
123-1412	11	28.00	308.00	616
VOICEWRITE EX ST R/B 123-1413				
Serial no.: 16474, 16475, 16482, 16483, 16484, 16485, 16486, 16487, 16488, 16489, 16490				
123-2360	7	31.00	217.00	434
VW TELEPHONE INTFC R/B 123-1360				
123-1876	5	87.00	435.00	870
VW LASER SCANNER II R/B 123-1877				
Serial no.: 2340, 863980, 863981, 863983, 863984				
Quarterly Total			\$ 4,046	
Total Cost and Maximum Obligation				\$ 8,092
<p>AFTER HOUR RATES for services performed during Monday - Friday (5:00 PM -8:00 AM), weekends, and County Holidays, for As-Needed Repair and Preventive Maintenance Services: Labor shall be charged at Medquist Transcriptions current time and materials rate of \$225 for the first hour including travel time, with a one (1) hour minimum charge and 15-minute increments during normal business hours, and a four (4) hour minimum charge for on-site support when delivered outside of normal business hours.</p> <p>PARTS: Any replacement parts or components provided hereunder shall be billed to County at Contractor's then current list or exchange price plus sales tax and freight, upon written consent of Director.</p>				

MEDQUIST TRANSCRIPTIONS, LTD
EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT
MARTIN LUTHER KING, JR.- MULTI-SERVICE AMBULATORY CARE CENTER
EFFECTIVE DATE: JULY 1, 2010 through DECEMBER 31, 2010

Material Description	Quantity	Quarterly Price Per Unit	Total Quarterly Price	Total Cost 07/01/10 - 12/31/10
205-2200	1	0.00		0.00
GMA/SMA				
421-1016	1	595.50	595.50	1,191.00
VWOS 2400 Server				
Serial no.: 42105255				
421-1248	1	122.50	122.50	245.00
VM Console				
Serial no.: 72808899				
421-2012	1	15.75	15.75	31.50
VMGR SVGA Monitor				
421-2013	1	8.00	8.00	16.00
Etherlink III Card				
421-2100	2	34.50	69.00	138.00
2.1 GB SCSI DRIVE				
421-2085	3	162.25	486.75	973.50
8 Port Line Card				
123-1360	7	32.50	227.50	455.00
VoiceWriter Telephone Interface				
Serial no.: 1564129, 1564131, 1564116, 1564117, 1564103,				
123-2401	31	32.00	992.00	1,984.00
VoiceWriter EX w/ BL				
123-1422	2	73.25	146.50	293.00
VoiceWrite Matrix				
Serial no.: 1007, 1622				
123-2425	3	16.50	49.50	99.00
VoiceWrite Window				
421-1041	1	820.25	820.25	1,640.50
2400 OS Recorder SW				
Serial no.: 270026				
421-1006	1	539.75	539.75	1,079.50
Console Software				
Serial no.: 10060021				
421-1702	2	8.00	16.00	32.00
Voice Drive Software				
Serial no.: 70200185, 70200196				
421-2124	6	139.00	834.00	1,668.00
OS Port Software				
421-2080	3	235.50	706.50	1,413.00
8 Port DSP Card				
123-2452	28	59.00	1,652.00	3,304.00
VoiceWrite DataMic				
Quarterly Total			\$ 7,282	
Total Cost and Maximum Obligation				\$ 14,564

AFTER HOUR RATES for services performed during Monday - Friday (5:00 PM -8:00 AM), weekends, and County Holidays, for As-Needed Repair and Preventive Maintenance Services: Labor shall be charged at Medquist Transcriptions current time and materials rate of \$225 for the first hour including travel time, with a one (1) hour minimum charge and 15-minute increments during normal business hours, and a four (4) hour minimum charge for on-site support when delivered outside of normal business hours.

PARTS: Any replacement parts or components provided hereunder shall be billed to County at Contractor's then current list or exchange price plus sales tax and freight, upon written consent of Director.

MEDQUIST TRANSCRIPTIONS, LTD
EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT
LAC+USC MEDICAL CENTER
JULY 1, 2010 through DECEMBER 31, 2010

Material Description	Quantity	Quarterly Price Per Unit	Total Quarterly Price	Total Cost 07/01/10 - 12/31/10
VOICEWRITER EQUIPMENT LIST				
205-2203				
GMA/SMA /HCK/INPUT	0	0.00	0.00	0.00
Sub-items 000020 to 000240 belong to item				
421-1040				
64 NT VOICE SERVER S/W V2.3.0	1	\$ 1,435.25	\$ 1,435.25	\$ 2,870.50
Serial no.: 10400597				
421-1029				
4800 VOICE SERVER 2.3 SW 1-3	1	676.00	\$ 676.00	\$ 1,352.00
Serial no.: 10290656				
421-1273				
HPVLI P3/450 64MB R/B 425-1047	1	197.75	\$ 197.75	\$ 395.50
Serial no.: 94307956				
421-2165				
VOICEWRITER NT PORT SOFTWARE	8	256.50	\$ 2,052.00	\$ 4,104.00
421-1275				
VW/OS CONSOLE WIN 9X S/W	1	338.00	\$ 338.00	\$ 676.00
Serial no.: 12750652				
205-2025				
HEALTHCHECK	1	949.25	\$ 949.25	\$ 1,898.50
421-1079				
VW/OS NT LX147 SRVR 333/64 MB	1	231.75	\$ 231.75	\$ 463.50
Serial no.: 42104156				
421-2080				
8 PORT - DSP CARD	4	235.50	\$ 942.00	\$ 1,884.00
421-2106				
9 GB SCSI DRIVE R/B 421-2122	2	36.75	\$ 73.50	\$ 147.00
421-1054				
HP 2METER RCK SYS R/B 425-1048	1	129.25	\$ 129.25	\$ 258.50
Serial no.: 24486				
421-2062				
BEST POWER 1.3KVA R/B 425-3030	1	27.00	\$ 27.00	\$ 54.00
421-1274				
HPLC3 P3/500 R/B 425-1020	1	244.50	\$ 244.50	\$ 489.00
Serial no.: 93103151				
421-2066				
9 GB HOT SWAP SCSI DRIVE	3	27.00	\$ 81.00	\$ 162.00
421-2157				
HP 50 15 MONITOR R/B 425-3033	1	31.75	\$ 31.75	\$ 63.50
123-3420				
DCS PORT CARD	8	28.00	\$ 224.00	\$ 448.00

Material Description	Quantity	Quarterly Price Per Unit	Total Quarterly Price	Total Cost 07/01/10 - 12/31/10
123-3430				
DCS CARD MODULE	1	85.50	\$ 85.50	\$ 171.00
123-3440				
DCS SWITCH CARD	1	54.00	\$ 54.00	\$ 108.00
123-1471				
VOICEWRITE VE DATAMIC 12MM	34	54.00	\$ 1,836.00	\$ 3,672.00
Serial no.: 4382, 70534, 70630, 71088, 71092, 71102, 71103, 71105, 71107, 71108, 71109, 71110, 71112, 71113, 71124, 71125, 71126, 71127, 71128, 71129, 71130, 71133, 71134, 71137, 80462, 81874, 83873, 83876, 83877, 83878, 83879, 100342, 100344				
123-1360				
VOICEWRITE TELEPHONE INTERFACE	27	32.50	\$ 877.50	\$ 1,755.00
Serial no.: 6429, 6523, 6529, 6533, 6586, 6592, 9599, 6626, 6722, 6725, 7003, 1553304, 1553328, 1553332, 1553346, 1553407, 1553409, 1553417, 1553809, 1558684, 1564571, 1564582, 1564610, 1564642, 1564643, 1564651, 5471817, 5471847				
123-1301				
VOICEWRITE STATION W/BL LX-217	4	30.00	\$ 120.00	\$ 240.00
Serial no.: 71095, 71098, 71122, 71131				
421-1250				
VOICE MNGR SAT R/B 421-1251	1	73.25	\$ 73.25	\$ 146.50
Serial no.: 2240				
426-1000				
DOCQVOICE EXT STATION	20	34.75	\$ 695.00	\$ 1,390.00
Serial no.: (433190, 433191, 433192, 433193, 433194, 433195, 433196, 433197, 433198, 433199, 433582, 433588, 433671, 433672, 433673, 433674, 433675, 433676, 433678, 433679)				
825-1005	10	58.00	\$ 580.00	\$ 1,160.00
LFH 5282 SPEECHMIKE II CLASSIC W/BARCODE				
Serial no.: (158819, 158820, 158821, 158822, 158823, 168954, 168955, 168956, 168958, 169028				
426-3052	10	5.25	\$ 52.50	\$ 105.00
DOCQVOICE EXT STATION				
825-3002	10	52.50	\$ 525.00	\$ 1,050.00
DATAMIC II STANDARD				
426-3010	10	4.50	\$ 45.00	\$ 90.00
DOCQUVOICE EXT STATION CRADLE HM/DM				
TOTAL COST FOR VOICewriter EQUIPMENT			\$ 12,577	\$ 25,154

Material Description	Quantity	Quarterly Price Per Unit	Total Quarterly Price	Total Cost 07/01/10 - 12/31/10
CAREGIVER EQUIPMENT LIST				
205-2207				
GMA/AHGMA/SMA/AHSMA	1	0.00	0.00	0.00
Sub-items 000020 to 000220 belong to item				
425-1159				
COMPAQ DL380 G3 RACK 2.8 GHZ	1	76.50	76.50	\$ 153.00
425-1164				
COMPAQ ML350 G3 TOWER	1	43.00	43.00	\$ 86.00
425-3183				
18GB HOT PLUG DRIVE	3	18.00	54.00	\$ 108.00
425-3184				
36.4 ULTRA HOT PLUG DRIVE	3	17.75	53.25	\$ 106.50
425-3218				
256MB DIMM MEMORY FOR ML110	1	10.50	10.50	\$ 21.00
425-3219				
512MB DIMM MEMORY FOR ML110	2	17.50	35.00	\$ 70.00
425-3137				
DLT 40/80 GB INTERNAL TAPE DR	1	132.75	132.75	\$ 265.50
425-3167				
COMPAQ RACK AND MOUNTING HARDWARE	1	92.75	92.75	\$ 185.50
425-3151				
COMPAQ NC3134 FAST ETHERNET NIC 64 PCI	2	17.25	34.50	\$ 69.00
425-3165				
COMPAQ 17 INCH PLAT PANEL DISPLAY	1	30.25	30.25	\$ 60.50
401-1621				
HP8100N NETWORK PRINTER	2	108.00	216.00	\$ 432.00
425-2022				
MICROSOFT SQL 7.0 W/5 CLIENT	6	18.00	108.00	\$ 216.00
407-1046				
CAREGIVER BASE SERVER W/LIP	1	2,989.50	2,989.50	\$ 5,979.00
407-1053				
CG CONCURRENT LICENSE	31	40.00	1,240.00	\$ 2,480.00
421-1291				
ADVANCED CONNECTIVITY 32	1	201.75	201.75	\$ 403.50
TOTAL COST FOR CAREGIVER			\$5,318	\$10,636
Quarterly Total			\$ 17,895	
Total Cost and Maximum Obligation				\$ 35,790
<p>AFTER HOUR RATES for services performed during Monday - Friday (5:00 PM -8:00 AM), weekends, and County Holidays, for As-Needed Repair and Preventive Maintenance Services: Labor shall be charged at Medquist Transcriptions current time and materials rate of \$225 for the first hour including travel time, with a one (1) hour minimum charge and 15-minute increments during normal business hours, and a four (4) hour minimum charge for on-site support when delivered outside of normal business hours.</p>				
<p>PARTS: Any replacement parts or components provided hereunder shall be billed to County at Contractor's then current list or exchange price plus sales tax and freight, upon written consent of Director.</p>				

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this ___ day of _____, 2010,

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

and SOUTHERN CALIFORNIA BOILER, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700917 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and to make other 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 upon execution.
2. Schedule B, attached hereto and incorporated herein by reference, shall remain the same as referenced in Amendment No. 2, effective July 1, 2010 through June 30, 2013.
3. Agreement Paragraph 1, TERM, shall be deleted in its entirety and replaced with the following:

“1. TERM: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including June 30, 2013, unless sooner canceled or terminated as provided herein.”

4. Subparagraph E of Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be added to read as follows:

“E. The annual maximum obligation of County for all services provided hereunder shall not exceed One Hundred and Ninety-Four Thousand, Three Hundred and Fifty Dollars (\$194,350), of which One Hundred and Sixty Thousand Dollars (\$160,000) is for RANCHO; and Thirty-Four Thousand, Three Hundred and Fifty Dollars (\$34,350) is for HARBOR for the period of July 1, 2010 through June 30, 2013.”

5. Paragraph 47, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“47. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance,

and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

6. Paragraph 48, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's STANDARD PROVISIONS to read as follows:

“48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

7. 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

/

/

/

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

SOUTHERN CALIFORNIA BOILER, INC.
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

SOUTHERN CALIFORNIA BOILER, INC.
July 1, 2010 through June 30, 2013

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

Equipment: 4 Nebraska Boilers

Services	Rate	Billing Method
1. Preventive Maintenance includes service and tune up on natural gas and oil during June and December	\$12,000 per year	Billing quarterly (\$3,000) in arrears
2. Source Testing Technician Support	\$940 per year	Billing in arrears after the annual service
3. SCAQMD Rule 1146 Monitoring Services on Natural Gas only	\$1,300 per monitoring service	Billing in arrears (\$1,300) after each monitoring service

Preventive Maintenance	\$12,000
Source Testing Technician Support	\$940

Reserve funds for SCAQMD Rule 1146 Monitoring Services	\$15,600
Reserve funds for services not covered under Preventive Maintenance (i.e., as needed repairs and parts)	\$131,460

Maximum Obligation (Rancho)	\$160,000
------------------------------------	------------------

**HARBOR-UCLA MEDICAL CENTER/LONG BEACH COMPREHENSIVE HEALTH CENTER/
 BELLOWER HEALTH CENTER/WILMINGTON HEALTH CENTER**

Equipment: Harbor - 3 Superior Boilers (Model #4X-2007-S150-CF) Serial #: 72492, 72493 & 72494

Long Beach - 2 AJAX Boilers (Model # WGH-675-S) Serial #: 85-37188,85-37182

Bellflower - 1 RBI (Model #33DB1950NASSS) Serial #: 040227546

Wilmington - 1 RBI (Model #33DWO400NA550) Serial #: 120230479

Services	Rate	Billing Method
1. <u>All Facilities</u> : Preventive Maintenance	Harbor: \$3,600 per year	Billing semi-annually (\$1,800) in arrears
	LB: \$3,000 per year	Billing semi-annually (\$1,500) in arrears
	Bellflower: \$1,500 per year	Billing semi-annually (\$750) in arrears
	Wilmington: \$1,500 per year	Billing semi-annually (\$750) in arrears
2. <u>Harbor</u> : Source Testing includes Superior Boilers on Natural Gas only.	\$4,350	Billing in arrears after the service
3. <u>Harbor</u> : SCAQMD Rule 1146 Monitoring Service on Natural Gas only	\$1,200 per Monitoring Services	Billing in arrears (\$1,200) after each monitoring service

Preventive Maintenance for four facilities	\$9,600
Source Testing Technician Support	\$4,350

Reserve funds for SCAQMD Rule 1146 Monitoring Services	\$14,400
Reserve funds for services not covered under Preventive Maintenance (i.e., as needed repairs and parts)	\$6,000

Maximum Obligation (Harbor)	\$34,350
------------------------------------	-----------------

As Needed Repair Services Rate - For All Facilities			
Labor	Regular Hourly Rate	Overtime Hourly Rate 1	Overtime Hourly Rate 2
Control Technician (PLC, Computer & DCS Service)	\$120.00	\$180.00	\$240.00
Control Technician (Instrument & Control Service)	\$105.00	\$157.50	\$210.00
Boiler Maker (Certified Welder, Pipe Fitter; includes truck, tools welding and cutting set-ups)	\$95.00	\$142.50	\$190.00
Mechanical (Mechanic Work)	\$90.00	\$120.00	\$180.00
Supervisor & Consulting Personnel	\$125.00	N/A	N/A

Regular Rate applies Monday through Friday, 7:30 a.m. – 4:30 p.m.

Overtime rate 1 applies Monday through Friday, prior to 7:30 a.m. and after 4:30 p.m.

Overtime rate 2 applies Saturday and Sunday after 8 hours worked and on Holidays.

EQUIPMENT RATES:

Testo/Firetron NOx Analyzer	\$100/Per Boiler
Calibration Gases Used on Customer's Equipment	\$ 35/per use
Additional Portable Welding Machine	\$17/Per Hour
Computer Calibration/Hand Held	\$75/Per Hour
PER DIEM RATE	\$95/Per Technician

PARTS: Cost plus 30%

MILEAGE AND TRAVEL EXPENSES

All mileage and travel fees are included in the service charge above and shall not be billed as a separate charge to County.

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this ___ day of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

TOTAL REPAIR EXPRESS
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT," dated June 7, 2006, and further identified as County Agreement No. H-702174 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and to make other 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 upon execution.
2. Agreement Paragraph 1, TERM, shall be deleted in its entirety and

replaced with the following:

"1. TERM: The term of this Agreement shall commence on June 7, 2006, and shall continue in full force and effect to and including June 30, 2011, unless sooner canceled or terminated as provided herein."

3. Subparagraph D of Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be added to read as follows:

“D. The annual maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty Thousand Dollars (\$120,000), of which One Hundred Five Thousand Dollars (\$105,000) is for HARBOR; and Fifteen Thousand Dollars (\$15,000) is for OLIVE VIEW, for the period of July 1, 2010 through June 30, 2011.”

4. Paragraph 48, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“48. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

5. Paragraph 49, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's STANDARD PROVISIONS to read as follows:

“49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

6. 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

/

/

/

/

/

/

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

TOTAL REPAIR EXPRESS _____
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this ____ day of _____, 2010,

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

and GE MEDICAL SYSTEMS
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 30, 1998, and further identified as County Agreement No. H-209794 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term for Olive View-UCLA Medical Center only and to make other changes described hereinafter; and

WHEREAS, the 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 hereby agree as follows:

1. This Amendment shall become effective upon execution.
2. Schedule 1 shall be added to the Agreement and replaces all previous schedules. Wherever any schedule is referenced, it shall now also reference Schedule 1, attached hereto and incorporated herein by reference.
3. Subparagraph A of Agreement Paragraph 1, TERM AND TERMINATION, shall be deleted in its entirety and replaced to read as follows:

“1. TERM AND TERMINATION:

A. This Agreement shall commence on July 1, 1998, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to and including December 31, 2010. This Agreement may be cancelled or terminated by County or Contractor, with or without cause upon the giving of at least thirty (30) calendar days prior written notice to the other party.”

4. Subparagraph B of Agreement Paragraph 3, BILLING AND PAYMENT, shall be deleted in its entirety and replaced to read as follows:

“B. Contractor shall bill DHS’ Olive View-UCLA Medical Center (OLIVE VIEW), Expenditure Management, 14445 Olive View Drive, Sylmar, CA 91342; hereunder, according to the terms set forth in the BILLING AND PAYMENT Paragraph of Exhibit A.”

5. Subparagraph F of Agreement Paragraph 16, MAXIMUM OBLIGATION OF COUNTY, shall be added to read as follows:

“F. The six-month maximum obligation of County for all services provided hereunder shall not exceed Forty-Two Thousand, One Hundred Sixty-Two (\$42,162) for the period of July 1, 2010 through December 31, 2010.”

6. ADDITIONAL PROVISIONS Paragraph 29, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be deleted in its entirety and replaced to read as follows:

“29. 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.”

7. Paragraph 35, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be added to the Agreement’s ADDITIONAL PROVISIONS to read as follows:

"35. 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. Paragraph 36, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's ADDITIONAL PROVISIONS to read as follows:

“36. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

9. Paragraph 37, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM,

shall be added to the Agreement ADDITIONAL PROVISIONS to read as follows:

“37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 36 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

Director of Health Services and Contractor has caused the same 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

GE MEDICAL SYSTEMS
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

GE MEDICAL SYSTEMS
Effective July 1, 2010 through December 31, 2010

MODEL	EQUIPMENT DESCRIPTION	GE SYSTEM ID/ SERIAL NUMBER	ANNUAL RATE	MONTHLY COST	Cost for 7/1/10 - 12/31/10	Comments
OLIVE VIEW-UCLA MEDICAL CENTER						
R&F	SFX90 MVP WITH 9" II, TOMO, PHOTOSPOT	GE SID: 818364R6 SERIAL#: 46-184101	T & M *	T & M	T & M	End of Service Life
R&F	PRESTILIX 1600E WITH 9" II, TOMO, VTR	GE SID: CGR2401 SERIAL#: 11640/9	T & M	T & M	T & M	End of Service Life
BONE DENS	GE LUNAR PRODIGY SYSTEMS (ULPROD)	GE SID: DF+13649 SERIAL#: 63621	\$5,920	\$493	\$2,960	<u>COVERAGE:</u> Included - Tube Coverage; Detector Coverage; External Hard Drive; Host PC, Monitor, & Printers. Excluded - Mobile. <u>FEATURES:</u> FE Cov Weekdays: M-F, 8 am-5am; FE onsite response: 72 hours; InSite/Tech. Phone Support; PM Cov.: M-F, 8 am-5 pm; Software Updates: Safety & Quality. Updates: Uptime Commitment 95%.
PORTABLE	GE XR AMX 4 PLUS (XMB002)	GE SID: 323226A101 SERIAL#: 1004516WK9	\$4,743	\$395	\$2,372	<u>COVERAGE:</u> Included - Tube Coverage; Auto Exposure Control; Battery Replacement Coverage; & Techswitch. Excluded - Printers & VCR. <u>FEATURES:</u> FE Cov Weekdays: M-F, 8 am-5am; FE onsite response: 4 hours; iCenter Maintenance Reports: Silver; InSite/Tech. Phone Support; Parts Delivery: Priority; PM Cov.: M-F, 8 am-9 pm; Software Updates: Safety & Quality. Updates: TIP Answer Line; Uptime Commitment 97%.
PORTABLE	GE XR AMX 4 PLUS (XMB002)	GE SID: 323226A102 SERIAL#: 1001322WK8	\$4,743	\$395	\$2,372	Same as above
PORTABLE	GE XR AMX 4 PLUS (XMB002)	GE SID: 323226A103 SERIAL#: 1004655WK5	\$4,743	\$395	\$2,372	Same as above
PORTABLE	GE XR AMX 4 PLUS (XMB002)	GE SID: 323226A104 SERIAL#: 98249TX6	\$4,743	\$395	\$2,372	Same as above
PORTABLE	GE XR AMX 4 PLUS (XMB002)	GE SID: 323226A105 SERIAL#: 1004657WK1	\$4,743	\$395	\$2,372	Same as above
PORTABLE	GE OEC SERIES 9800 PLUS	OEC893216	\$13,010	\$1,084	\$6,505	<u>COVERAGE:</u> Included - Tube Coverage; Battery Replacement Coverage; Dicom Gateway; Digital Acquisition Sysm; Image Intensifier: 9" II; & Printers. Excluded - VCR. <u>FEATURES:</u> FE Cov Weekdays: M-F, 8 am-5am; FE onsite response: 4 hours; iCenter Maintenance Reports: Silver; InSite/Tech. Phone Support; Parts Delivery: Priority; PM Cov.: M-F, 8 am-9 pm; Software Updates: Safety & Quality. Updates: TIP Answer Line; Uptime Commitment 97%.
PORTABLE	GE OEC SERIES 9800 PLUS	OEC893219	\$13,464	\$1,122	\$6,732	<u>COVERAGE:</u> Included - Tube Coverage; Battery Replacement Coverage; Dicom Gateway; Digital Acquisition Sysm; Image Intensifier: 12" II; & Printers. Excluded - VCR. <u>FEATURES:</u> FE Cov Weekdays: M-F, 8 am-5am; FE onsite response: 4 hours; iCenter Maintenance Reports: Silver; InSite/Tech. Phone Support; Parts Delivery: Priority; PM Cov.: M-F, 8 am-9 pm; Software Updates: Safety & Quality. Updates: TIP Answer Line; & Uptime Commitment 97%.
Mid Valley Comprehensive Health Center						
RAD	GE XR PROTEUS XR/A (XRA560)	GE SID: 818947RAD1 SERIAL#: 21380HL1	\$8,214	\$685	\$4,107	<u>COVERAGE:</u> Included - Tube Coverage & Tomography. Excluded - Printers. <u>FEATURES:</u> FE Cov Weekdays: M-F, 8 am-5am; FE onsite response: 4 hours; IcENTER Maintenance Reports: Silver; InSite/Tech. Phone Support; Parts Delivery: Priority; PM Cov.: M-F, 8 am-9 pm; Software Updates: Safety & Quality. Updates: TIP Answer Line; Uptime Commitment 97%.
TOTAL Services				\$5,360	\$32,162	
RESERVE FUNDS					\$10,000	
TOTAL					\$42,162	

* T&M = Time and Materials

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this ____ day of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

DATEX-OHMEDA, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700835 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term for LAC+USC Medical Center and Olive View-UCLA Medical Center only and to make 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 upon execution.
2. Schedule 1 shall be added to the Agreement and replace all previous schedules. Wherever any schedule is referenced, it shall now reference Schedule 1, attached hereto and incorporated herein by reference.
3. Agreement Paragraph 1, TERM, shall be replaced as follows:

“1. TERM: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including December 31, 2010, unless sooner canceled or terminated as provided herein.”

4. Agreement Paragraph 4, BILLING AND PAYMENT, shall be deleted in its entirety and replaced 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 at the rates set forth in Schedule 1.

B. Contractor shall bill LAC+USC Medical Center (LAC+USC), Attention: Expenditure Management, P.O. 851749, Los Angeles, CA 90085-1749 ; and Olive View-UCLA Medical Center (OLIVE VIEW), Attention: Invoice Processing, 14445 Olive View Drive, Sylmar, CA 91342, hereunder according to the terms set forth in the BILLING AND PAYMENT paragraph of said Exhibit.”

5. Subparagraph G of Agreement Paragraph 5, MAXIMUM OBLIGATION, shall be added to read as follows:

“G. The six-month maximum obligation of County for services provided hereunder shall not exceed Eighty-Nine Thousand, Five Hundred Forty-Six Dollars (\$89,546), of which Eighty-Five Thousand, Four Hundred Eighteen Dollars (\$85,418) is for LAC+USC; and Four Thousand, One Hundred Twenty-Eight Dollars (\$4,128) is for OLIVE VIEW, for the period of July 1, 2010 through December 31, 2010.”

6. Paragraph 47, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's STANDARD PROVISIONS to read as follows:

"47. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

7. Paragraph 48, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's STANDARD PROVISIONS to read as follows:

"48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute

default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

8. Paragraph 10, ADJUSTMENTS IN EQUIPMENT COVERED UNDER THIS AGREEMENT, of Exhibit A, STATEMENT OF WORK, shall be deleted in its entirety.

9. 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

/

/

/

/

/

/

/

/

/

/

/

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

DATEX-OHMEDA, INC.

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

GE/Datex Ohmeda Inc.

Schedule 1

Effective July 1, 2010 through December 31, 2010

Line #	Description	Serial Number	Annual Rate	Cost for 7/1/10 through 12/31/10	Coverage
--------	-------------	---------------	-------------	----------------------------------	----------

OLIVE VIEW-UCLA MEDICAL CENTER

1	S/5 ADU System Config w/Two LCD Displays	40104728	\$2,551.92	\$1,275.96	Assurepoint Standard 2 8-5
2	S/5 -Module Frame, F-CU8, 110-120V	40104740	\$2,551.92	\$1,275.96	Assurepoint Standard 2 8-5
3	S/5 Compact Airway Module, M-CAiOV, English	4686298	\$776.16	\$388.08	Assurepoint Standard 2 8-5
4	S/5 ADU System Config w/Two LCD Displays	4690461	\$776.16	\$388.08	Assurepoint Standard 2 8-5
5	S/5 -Module Frame, F-CU8, 110-120V	4679415	\$799.68	\$399.84	Assurepoint Standard 2 8-5
6	S/5 Compact Airway Module, M-CAiOV, English	4718813	\$799.68	\$399.84	Assurepoint Standard 2 8-5

Total - OV	\$4,127.76
-------------------	-------------------

LAC+USC MEDICAL CENTER

1	S/5 ADU CARESTATION	6353709	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
2	S/5 ADU CARESTATION	6351434	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
3	S/5 ADU CARESTATION	6351442	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
4	S/5 ADU CARESTATION	6353707	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
5	S/5 ADU CARESTATION	6351440	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
6	S/5 ADU CARESTATION	6358406	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
7	S/5 ADU CARESTATION	6351438	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
8	S/5 ADU CARESTATION	6351437	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
9	S/5 ADU CARESTATION	6358408	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
10	S/5 ADU CARESTATION	6353706	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
11	S/5 ADU CARESTATION	6353701	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
12	S/5 ADU CARESTATION	6351441	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
13	S/5 ADU CARESTATION	6353703	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
14	S/5 ADU CARESTATION	6353697	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
15	S/5 ADU CARESTATION	6353702	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
16	S/5 ADU CARESTATION	6353705	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
17	S/5 ADU CARESTATION	6355786	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
18	S/5 ADU CARESTATION	6351435	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
19	S/5 ADU CARESTATION	6358405	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
20	S/5 ADU CARESTATION	6353708	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
21	S/5 ADU CARESTATION	6358409	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
22	S/5 ADU CARESTATION	6355787	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
23	S/5 ADU CARESTATION	6353695	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
24	S/5 ADU CARESTATION	6358407	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
25	S/5 ADU CARESTATION	6351436	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
26	S/5 ADU CARESTATION	6351433	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
27	S/5 ADU CARESTATION	6351439	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
28	S/5 ADU CARESTATION	6353704	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
29	S/5 ADU CARESTATION	6353696	\$3,464.64	\$1,732.32	Assurepoint Standard 2 24X7
30	AESTIVA/5 7900 MRI CONFIGURATION	AMTL00294	\$1,754.40	\$877.20	Assurepoint Standard 2 24X7
31	BASE MODEL, S/5 AM	6303473	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
32	BASE MODEL, S/5 AM	6303498	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
33	BASE MODEL, S/5 AM	6303477	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7

Line #	Description	Serial Number	Annual Rate	Cost for 7/1/10 through 12/31/10	Coverage
34	BASE MODEL, S/5 AM	6303428	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
35	BASE MODEL, S/5 AM	6303439	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
36	BASE MODEL, S/5 AM	6303435	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
37	BASE MODEL, S/5 AM	6303503	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
38	BASE MODEL, S/5 AM	6303443	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
39	BASE MODEL, S/5 AM	6303466	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
40	BASE MODEL, S/5 AM	6303417	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
41	BASE MODEL, S/5 AM	6303479	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
42	BASE MODEL, S/5 AM	6303445	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
43	BASE MODEL, S/5 AM	6303480	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
44	BASE MODEL, S/5 AM	6303472	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
45	BASE MODEL, S/5 AM	6303449	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
46	BASE MODEL, ICENTRAL	CZC7414GJD	\$971.04	\$485.52	Assurepoint Standard 2 24X7
47	BASE MODEL, ICENTRAL	CZC7414GLN	\$971.04	\$485.52	Assurepoint Standard 2 24X7
48	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341908	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
49	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6340513	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
50	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6344953	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
51	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341862	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
52	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6340523	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
53	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6340545	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
54	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341843	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
55	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341851	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
56	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341864	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
57	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341879	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
58	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6344981	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
59	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341888	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
60	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341892	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
61	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341900	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
62	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6345017	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
63	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341917	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
64	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6344961	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
65	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6298479	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
66	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6301366	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
67	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6340477	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
68	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341841	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
69	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341883	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
70	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341903	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
71	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341889	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
72	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6341902	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
73	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6298472	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
74	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6336482	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
75	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6340483	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
76	CAIOV, ENGLISH, FINISHED GOOD - MAKE	6340515	\$1,034.40	\$517.20	Assurepoint Standard 2 24X7
77	BASE MODEL, S/5 AM	6310791	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
78	BASE MODEL, S/5 AM	6303423	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
79	BASE MODEL, S/5 AM	6310789	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
80	BASE MODEL, S/5 AM	6303409	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
81	BASE MODEL, S/5 AM	6303478	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
82	BASE MODEL, S/5 AM	6303482	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
83	BASE MODEL, S/5 AM	6303481	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
84	BASE MODEL, S/5 AM	6303426	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
85	BASE MODEL, S/5 AM	6303475	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7

Line #	Description	Serial Number	Annual Rate	Cost for 7/1/10 through 12/31/10	Coverage
86	BASE MODEL, S/5 AM	6303463	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
87	BASE MODEL, S/5 AM	6303495	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
88	BASE MODEL, S/5 AM	6303430	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
89	BASE MODEL, S/5 AM	6303497	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
90	BASE MODEL, S/5 AM	6303312	\$1,023.12	\$511.56	Assurepoint Standard 2 24X7
91	TRACE GAS ANALYSIS	QTY34_1538591TG	\$6,997.20	\$3,498.60	Assurepoint Standard 2 24X7
92	Asset #: 333954661	1538591ZC12D	\$0.00	\$0.00	Assurepoint Standard 2 24X7

Total - LAC+USC	\$85,418.16
------------------------	--------------------

GRAND TOTAL	\$89,545.92
--------------------	--------------------

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this ____ day of _____, 2010

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

and SIEMENS MEDICAL SOLUTIONS USA, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 29, 1999, further identified as County Agreement No. H-210686, and any amendments thereto, (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of both parties to extend said Agreement through June 30, 2015, for Olive View-UCLA Medical Center only and make other changes described hereinafter; and

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

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon on execution.
2. Schedules 1 through 12 shall be deleted in their entirety and be replaced by Schedule OLIVE VIEW 1, attached hereto and incorporated herein by reference.
3. The first sentence of Subparagraph A of Agreement Paragraph 1, TERM AND TERMINATION, shall be revised to read as follows:

"1. TERM AND TERMINATION:

A. This Agreement shall commence on July 1, 1999, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight June 30, 2015."

4. Agreement Paragraph 3, BILLING AND PAYMENT, shall be revised to read as follows:

"3. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph of Exhibit H and at the rates set forth in schedule OLIVE VIEW 1.

B. Contractor shall bill DHS' Olive View-UCLA Medical Center (Olive View), Attention: Materials Management, 14445 Olive View Drive, Sylmar, CA 91342, hereunder according to the terms set forth in the BILLING AND PAYMENT paragraph of Exhibit H."

5. Agreement Paragraph 11, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be replaced in its entirety by the following:

"11. 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."

6. Subparagraph H of Agreement Paragraph 19, MAXIMUM OBLIGATION, shall be added as follows:

"H. The total maximum obligation for the period of July 1, 2010 through June 30, 2015 shall not exceed Two Hundred Fifty-Five Thousand, Six Hundred Forty Dollars (\$255,640) as shown on Schedule – OLIVE VIEW 1."

7. Additional Provisions Paragraph 36, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be deleted and replaced in its entirety to read as follows:

"36. 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.”

8. Paragraph 43, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's ADDITIONAL PROVISIONS to read as follows:

"43. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

9. Paragraph 44, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's ADDITIONAL PROVISIONS to read as follows:

"44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 43 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies

available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

10. 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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

SIEMENS MEDICAL SOLUTIONS USA, INC.
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

SIEMENS MEDICAL SOLUTIONS USA, INC.
 Effective July 1, 2010 through June 30, 2015

OLIVE VIEW-UCLA MEDICAL CENTER

ITEM NUMBER	MODEL	SERIAL NUMBER	SITE NUMBER	ANNUAL COST	COMMENTS
1	Sequoia	55654	400-107569	\$19,200	Gold Contract - 3 probes/yr
2	Cypress	73421	400-163694	\$6,799	(Transferred from Agreement No. H-210611) Gold Contract - 3 Standard Probes
3	Sequoia	59285	400-164289	\$14,000	Gold Contract - 3 Standard Probes, Printer, VCR
4	E-Cam Dual/Signature	8147	400-097578	\$45,410	Gold Contract
5	AXIOM Sensis Hemo	2086	400-150769	\$7,755	Gold Contract
6	ECAT ART	3600066	400-183358	\$95,000	Gold Contract
7	CT		400-198113	\$22,500	Equipment under warranty - adding "24x7 Emergency Hard Down"
8	Sequoia		400-174289	\$17,000	(Transferred from Agreement No. H-210611) Gold Contract - 3 Standard Probes, Printer, VCR
9	Cypress	72560	400-321790	\$4,736	(Transferred from Agreement No. H-210611) Gold Contract - (Includes transducer coverage, wear/failure/ damage)
Total Maximum Obligation				\$232,400	
Reserve Funds for As-Needed After Hours Emergency Repairs**				\$23,240	
Total Potential Cost				\$255,640	

* End of Product Life-coverage for one year only during the term of the agreement. Contractor shall provide service on a time and material basis.

** Reserve Funds for As-Needed After Hours Emergency Repairs.

After-hours as needed emergency repair services shall be invoiced separately, in arrears, in accordance with Preferred Labor rates for Contract Customers.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this ____ day of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PHILIPS MEDICAL SYSTEMS, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated July 1, 2005, and further identified as County Agreement No. H-701585 (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to increase the maximum obligation to obtain services for additional equipment manufactured by other Original Equipment Manufacturers and make other changes described hereinafter; and

WHEREAS, under delegated authority the Department has added the Sheriff's Department and Department of Coroner's equipment to this Agreement; 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 July 1, 2010.
2. Schedules 1.1, 1.2 and 1.3 of Exhibit A shall be added, attached hereto and incorporated herein by reference. Wherever any of the Schedule 1 and Schedules 1A through 1M are referenced, it shall now also reference Schedules 1.1, 1.2 and 1.3.

3. Subparagraph G of Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be added as follows:

“G. The maximum obligation of County for all services provided to the equipment listed on Schedules 1.1, 1.2, and 1.3 (manufactured by GE Medical Systems, GE/Datex Ohmeda, and Siemens Medical Solutions) shall not exceed Two Million, Three Hundred Ninety-Six Thousand, Four Hundred Thirty-Eight Dollars (\$2,396,438). During the term of this Agreement, the Director may amend Schedules 1.1, 1.2, and 1.3 if additional services are needed and increase the maximum obligation by no more than twenty percent (20%) above the Fiscal Year 2010-11 allocation for unanticipated maintenance and repair services and if equipment is added/removed to/from any Medical Facility.”

4. Standard Provisions Paragraph 19, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be replaced in its entirety to read as follows:

"19. 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."

5. Standard Provisions Paragraph 42, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety to read as follows:

"42. 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.”

6. Paragraph 48, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's STANDARD PROVISIONS to read as follows:

“48. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles

Code Chapter 2.206.”

7. Paragraph 49, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement STANDARD PROVISIONS to read as follows:

“49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

8. Paragraphs 5F and 5G shall be added to Exhibit A, Statement of Work, to read as follows:

“5F. Effective July 1, 2010, Contractor shall provide preventive maintenance and repair services to the GE, GE/Datex Ohmeda, and Siemens equipment listed on Schedules 1.1, 1.2, and 1.3. Contractor shall implement one-stop service protocols enabling Facilities to call Philips Healthcare Customer Care Solution Center's toll free number at (800) 722-9377 for the equipment added to this Agreement and the new equipment from the above mentioned Original Equipment Manufacturers (OEMs) that are under warranty. Contractor shall

provide additional engineers to meet the service needs of Facilities. In addition to the standards of the regulatory agencies, Contractor shall maintain and repair in accordance to the OEMs' specifications. All replacement parts shall meet or exceed the OEMs' specifications. Contractor shall make every effort to provide a loaner if repair will take longer than and without it there will be an adverse effect on patient care.

5G. Effective July 1, 2010, Contractor shall provide a fulltime Site Manager who is exclusively assigned to the Department of Health Services and its Facilities. The Site Manager shall be responsible for monitoring the overall service delivery and coordination of all aspects of customer service, including, but not limited to:

- Manage Facilities' equipment inventory and oversee the service schedules for equipment covered under this Agreement and the new equipment under the OEM's warranty.
- Resolve any service-related issues with Philips Service Center and other OEMs.
- Coordinate with OEMs to ensure Facilities receive any no-cost upgrades and enhancements in a timely manner.
- Provide reports (i.e., The Joint Commission reports) upon mutual agreement between the Site Manager and DHS' Contract Coordinators at Harbor, High Desert, LAC+USC, MLK, and Rancho at the beginning of each fiscal year.
- Coordinate with Facility Finance Offices/Accounts Payable on any invoicing and payment-related issues.

- Respond to any additional requests by Facility with prior approval of the Contracts and Grants Division.

The on-site schedule will be coordinated in conjunction with the Contracts and Grants Division and distributed to each Facility in the beginning of each fiscal year.”

9. 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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

PHILIPS MEDICAL SYSTEMS, INC. _____
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

Philips Medical System

Schedule 1.1

Effective July 1, 2010 through December 31, 2014

Manufacturer: GE Medical Systems

Philips Coverage Type: Gold

Description	Serial Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes Covered per Year	Effective Date for Srv. Contract
HARBOR-UCLA MEDICAL CENTER							
MONITROL 15 R&F WITH 9" II AND PHOTOSPOT		\$9,984	\$9,984		None		
RT TBL MS GEN		\$3,200	\$3,200		None		
RFX AND SFX WITH MS GENERATOR AND 9" II		\$16,000	\$16,000		None		
ADVANTX AFM WITH MX150 TUBE, DIGITAL, 16" FRONTAL AND 12" LATERAL II'S		\$18,700	\$18,700		None		
RT TBL MS GEN		\$17,920	\$17,920		None		
RFX/SFX WITH MPX GENERATOR WITH 9" II		\$16,000	\$16,000		None		
VRT RAD SYSTEM MS GEN WITH TOMO		\$3,904	\$3,904		None		
VRT RAD SYSTEM MS GEN WITH TOMO		\$3,904	\$3,904		None		
AMX 4		\$2,496	\$2,496		None		
AMX 4		\$2,496	\$2,496		None		
AMX 4		\$2,496	\$2,496		None		
MONITROL 15 RAD		\$9,984	\$9,984		None		
PROVIEW		\$0	\$0		None		
9800 WITH 9" II AND B&W PRINTER	89-2899	\$6,720	\$6,720		None		
9800 WITH 9" II AND B&W PRINTER	89-2896	\$6,720	\$6,720		None		
9800 WITH 9" II AND B&W PRINTER	89-2891	\$6,720	\$6,720		None		
ULTIMAX MULTIPURPOSE ROOM WITH MDX8000A TABLE, KXO80XM GENERATOR, AND ADR 1000A EPS-PLUS DIGITAL		\$12,000	\$12,000		None		

Total - Harbor	\$139,244
----------------	------------------

Description	Serial Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes Covered per Year	Effective Date for Srv. Contract
-------------	---------------	--	--------------	-----------	--------------------	------------------------------	----------------------------------

HIGH DESERT HEALTH SYSTEM

AMX 2		\$3,648	\$2,496	\$1,152	Tubes		
9800 WITH 12" II AND MF CAMERA	82-1000	\$12,320	\$6,720	\$5,600	Tube w II ("12")		
PROTEUS XR/A		\$4,992	\$3,200	\$1,792			
SENOGRAPHE DMR+ WITH DATAFLASH		\$13,440	\$3,200	\$10,240	Tubes		
ASSEMBLY CASE SERIES SD	SCF0708108BSA	\$200	\$200				
ASSEMBLY T2100 TREADMILL NEW DRIVE	SBC07222410SA	\$352	\$352				
ASSEMBLY CASE SERIES SD	SCF07081088SA	\$200	\$200				
ASSEMBLY T2100 TREADMILL NEW DRIVE	SBC0722241 OSA	\$352	\$352				

	Total - High Desert	\$35,503					
--	---------------------	----------	--	--	--	--	--

LAC+USC MEDICAL CENTER

GE KRETZ V730 EXPERT	K7E12132	\$12,256	\$9,760	\$2,496	Glassware		
----------------------	----------	----------	---------	---------	-----------	--	--

	Total - LAC+USC	\$12,256					
--	-----------------	----------	--	--	--	--	--

Description	Serial Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes Covered per Year	Effective Date for Srv. Contract
Equipment under warranty							
	System I.D.						
LOCAL AREA NETWORK		\$0					
Definium 8000 (Dual Detector) & Wall Stand Tomo	323226RAD119	\$47,360	\$14,720	\$32,640	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RADOP1	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RADOP2	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RADOP3	\$47,360	\$14,720	\$32,640	x-ray tubes & flat detectors		9/11/2010
1.5 TWINSPEED HD 8	323441MR1	\$106,080			x-ray tubes & flat detectors		9/17/2010
CONFIRMA CADSTREAM	323441MR1CCS	inc			x-ray tubes & flat detectors		9/17/2010
CRYOGEN1	323441MR1CRYO	inc			x-ray tubes & flat detectors		9/17/2010
1.5 ECHOSPEED HD 8	323441MR2	\$106,080			x-ray tubes & flat detectors		9/17/2010
CRYOGEN	323441MR2CRYO	inc			x-ray tubes & flat detectors		9/17/2010
1.5 ECHOSPEED HD 8	323441MR3	\$106,080			x-ray tubes & flat detectors		9/17/2010
CRYOGEN3	323441MR3CRYO	inc			x-ray tubes & flat detectors		9/17/2010
Definium 8000 w/ Digital Tilting Wallstand	323226RAD313	\$10,000			x-ray tubes & flat detectors		9/11/2010
Definium 8000 w/ Digital Tilting Wallstand	323226RAD315	\$10,000			x-ray tubes & flat detectors		9/11/2010
Definium 8000 w/ Digital Tilting Wallstand	323226RAD326	\$10,000			x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Dual Detector) w Wallstand & Mobile Stretcher/Table	323226RAD116	\$47,360	\$14,720	\$32,640	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Dual Detector) Wallstand & TomoSynthesis	323226RAD122	\$47,360	\$14,720	\$32,640	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RAD126	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RAD128	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RAD212	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RAD214	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RAD218	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RAD220	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RAD223	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Dual Detector) w Wallstand & Mobile Stretcher/Table	323226RAD225	\$47,360	\$14,720	\$32,640	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RAD229	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 (Single Detector)	323226RAD231	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 w/ Digital Tilting Wallstand	323226RAD313	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 w/ Digital Tilting Wallstand	323226RAD315	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Definium 8000 w/ Digital Tilting Wallstand	323226RAD326	\$32,960	\$14,720	\$18,240	x-ray tubes & flat detectors		9/11/2010
Total - LAC+USC New Equipment		\$1,046,480					
Grand Total - LAC+USC		\$1,058,736					

Description	Serial Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes Covered per Year	Effective Date for Srv. Contract
-------------	---------------	--	--------------	-----------	--------------------	------------------------------	----------------------------------

EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

MVP601 COMPAX 400		\$9,280	\$5,440	\$3,840	Tubes		
-------------------	--	---------	---------	---------	-------	--	--

Total - Roybal	\$9,280
----------------	---------

H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

RT 3200 ADVANTAGE I WITH 1 STD AND 1 SPECIALTY PROBE AND B&W PRINTER	101316YM8	\$2,720	\$1,760	\$960	Probes	1	
Specialty probe for 213744RT32A1		\$1,920	\$1,920		None		
PROTEUS XR/A	19491HL0	\$4,992	\$3,200	\$1,792	Tubes		
PROTEUS XR/A	29808HL3	\$4,992	\$3,200	\$1,792	Tubes		

Total - Hudson	\$14,624
----------------	----------

MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER

CAMSTAR AC/T CAMERA SYSTEM, SINGLE HEAD, WITH 1 WORKSTATION		\$23,456	\$23,456	\$0			
MONITROL 90 RAD DX/KX GEN		\$13,184	\$9,984	\$3,200			
9800 WITH 12" II AND COLOR PRINTER	892231	\$12,320	\$6,720	\$5,600			
75,76,77 TABLE DX/KX GEN		\$4,992	\$3,200	\$1,792			
FL-IMD WET LASER IMAGER		\$4,000	\$4,000	\$0			
FL-IMD WET LASER IMAGER		\$4,000	\$4,000	\$0			

Total - MLK	\$61,952
-------------	----------

Description	Serial Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes Covered per Year	Effective Date for Srv. Contract
-------------	---------------	--	--------------	-----------	--------------------	------------------------------	----------------------------------

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

MVP/RTE GEN with TOMO (Room 166)		\$4,992	\$3,200	\$1,792	Tubes		
MPX/RFX/L300 (Room 156)		\$14,912	\$9,984	\$4,928	Tube w II ("9")		
AMX 4 Portable		\$3,648	\$2,496	\$1,152	Tubes & batteries		
AMX 4 Portable		\$3,648	\$2,496	\$1,152	Tubes & batteries		
PRODIGY ADVANCE FULL SIZE		\$5,440	\$4,480	\$960	Tubes		
ASSY MAC5000 W/PKNG	AAY05187263PA	\$708	\$708		Coverage: FS		
ASSY MAC5000 W/PKNG	AAY05177082PA	\$708	\$708		Coverage: FS		
ASSYT2100 TREADMILL NEW DRIVE	SBC05440024SA	\$352	\$352		Coverage: FS		
ASSYCASE SERIES	SBW05450833SA	\$200	\$200		Coverage: FS		

Total - Rancho	\$34,608
----------------	-----------------

Grand Total - All Facilities	\$1,353,947
-------------------------------------	--------------------

Philips Medical System

Schedule 1.2

Effective July 1, 2010 through December 31, 2014

Manufacturers: GE/Datex Ohmeda

Coverage: Gold

Description	Serial Number	Annual Cost	Service Coverage Code
HARBOR-UCLA MEDICAL CENTER			
ADU (ADU-98)	40022364	\$810.00	FS
ADU (ADU-98)	40027778	\$810.00	FS
Aestiva 3000 w/ 7900 Vent (AES-3000)	AMRG01467	\$636.35	FS
M-SERIES GAS (Compact Airway Module)	395109	\$289.25	FS
M-SERIES GAS (Compact Airway Module)	4742580	\$289.25	FS
M-SERIES GAS (Compact Airway Module)	4761172	\$289.25	FS
M-SERIES GAS (Compact Airway Module)	6103956	\$289.25	FS
M-SERIES GAS (Compact Airway Module)	4012955	\$289.25	FS
S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	4291558	\$1,223.75	FS
S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	4736537	\$1,223.75	FS
S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	4742600	\$1,223.75	FS
S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	812749	\$1,223.75	FS
S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	819903	\$1,223.75	FS
Aestiva	AMRGO1863	\$578.50	FS
Aestiva	AMRGO2316	\$578.50	FS
Aestiva	AMRGO2429	\$578.50	FS
S/5 ADU System Config. w/ two LCD Displays	40104733	\$2,335.00	FS
S/5 ADU System Config. w/ two LCD Displays	40104747	\$2,335.00	FS

Total - Harbor	\$16,226.85
-----------------------	--------------------

MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER

Aestiva/5 7900 Configuration (MLK #21099)	AMRF01818	\$578.50	FS
Aestiva/5 7900 Configuration (MLK #22054)	AMRH02787	\$578.50	FS
Aestiva/5 7900 Configuration (MLK #22052)	AMRH02789	\$578.50	FS
Aestiva/5 7900 Configuration (MLK #21014)	AMRH00593	\$578.50	FS
Aestiva/5 7900 Configuration (MLK #22704)	AMRJ01718	\$578.50	FS
Aestiva/5 7900 Configuration (MLK #22053)	AMRH02786	\$578.50	FS
Aestiva/5 7900 Configuration (MLK #21489)	AMRF01816	\$578.50	FS
Aestiva/5 7900 Configuration (MLK #21016)	AMRH00592	\$578.50	FS
Aestiva/5 7900 Configuration (MLK #22705)	AMRJ01717	\$578.50	FS
Aestiva/5 7900 Configuration (MLK #22055)	AMRH02788	\$578.50	FS

Total - MLK	\$5,785.00
--------------------	-------------------

Description	Serial Number	Annual Cost	Service Coverage Code
-------------	---------------	-------------	-----------------------

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

Anesthesia Machine ADU	40107992	\$809.90	FS
Anesthesia Machine ADU	40122659	\$809.90	FS
M-Series Gas Compact Airway Module		\$289.25	FS
M-Series Gas Compact Airway Module		\$289.25	FS
S5 AM without Gas Module		\$890.00	FS
S5 AM without Gas Module		\$890.00	FS
S/5 ADU Anesthesia Machine	6097454	\$809.90	FS
Base Model, S/5 AM	6081584	\$890.00	FS
S/5 Compact Airway Module, M-CAiOV, English	6111456	\$1,321.65	FS
S/5 ADU System Config. w/ two LCD Displays	40104734	\$2,335.00	FS
Aestiva/5 7900 Configuration	AMRF01819	\$578.50	FS
S/5 8-Module Frame, F-CU8, 110-120V	AM4679653	\$45.00	FS
S/5 Compact Airway Module, M-CAiOV, English	6068928	\$1,321.65	FS

Total - Rancho	\$11,280.00
-----------------------	--------------------

Grand Total - All Facilities	\$33,291.85
-------------------------------------	--------------------

Philips Medical System

Schedule 1.3

Effective July 1, 2010 through December 31, 2014

Manufacturer: Siemens Medical Solutions

Philips Coverage Type: Gold

Description	Siemens Site Number	Serial Number	Room Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes	Comments
								Covered	

HARBOR-UCLA MEDICAL CENTER

Sequoia Ultrasound	400-193636	67135		\$11,040	\$8,700	\$2,340	Probes	3	
Sequoia Ultrasound	400-193661	G20/JB00581		\$11,040	\$8,700	\$2,340	Probes	3	
Sequoia Ultrasound	400-194823	67231		\$11,040	\$8,700	\$2,340	Probes	3	
Multix Top	400-68452	475509/2450		\$6,780	\$5,100	\$1,680	Tubes		
Multix Top	400-68451	475509/2402		\$6,780	\$5,100	\$1,680	Tubes		
Ultrasound (Model X300)	400-209879	311021		\$5,340	\$3,000	\$2,340	Probes	3	
XP/10C	400-113276	15800		\$5,400	\$5,400		None	3	Camera, VCR
XP/10	400-113601	16537		\$7,740	\$5,400	\$2,340	Probes	3	Printer, VCR
Sequoia	400-123136	60084		\$11,040	\$8,700	\$2,340	Probes	3	3 Standard Probes, b&w Printer, VCR
Sequoia	400-107829	56048		\$11,040	\$8,700	\$2,340	Probes	3	8C4 Transducer; 1245308 15L8W Transducer
S2000	400-312199	201091		\$13,560	\$9,600	\$3,960	Probes	6	Transducers: 6C2, 4C1, EC 9-4, 4Va, 14L5, 9L4
X300	400-314156	311021		\$5,340	\$3,000	\$2,340	Probes	1	Transducer: CH5-2/ VF13-5

Total - Harbor	\$106,140
----------------	------------------

Description	Siemens Site Number	Serial Number	Room Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes	Comments
								Covered	

HIGH DESERT HEALTH SYSTEM

Microscan Autoscan 4 System	AS4-IBM		9788	\$1,669	\$1,669				
Sequoia	400-121923	54282		\$11,040	\$8,700	\$2,340	Probes	3	

Total - High Desert	\$12,709
---------------------	-----------------

LAC+USC MEDICAL CENTER

S2000 Ultrasound	400-294782			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-294783			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-294784			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-294785			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-294786			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-294812			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-294814			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-295077			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-295084			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-295086			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-295089			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-295090			\$11,940	\$9,600	\$2,340	Probes	3	
S2000 Ultrasound	400-295094			\$11,940	\$9,600	\$2,340	Probes	3	
Sequoia	400-162176			\$11,040	\$8,700	\$2,340	Probes	3	
Sequoia	400-153045	62639		\$12,000	\$8,700	\$3,300	Probes	5	Probes, b&w Printer, VCR
Sequoia #10	400-198221	67472		\$11,040	\$8,700	\$2,340	Probes	3	
Sequoia #3	400-198215	67470		\$11,040	\$8,700	\$2,340	Probes	3	

Total - LAC+USC	\$200,340
-----------------	------------------

Description	Siemens Site Number	Serial Number	Room Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes	Comments
								Covered	

Equipment under warranty

Effective Date for Service Agreement

Axiom Luminox - Bronch	400-168405		DT 4F215	\$17,500			x-ray tubes and ii		10/1/2010
Axiom Sireskop - Bronch	400-168403		DT 4F410	\$15,600			x-ray tubes and ii		10/1/2010
Axiom Sireskop	400-168411		DT 3E210	\$15,600			x-ray tubes and ii		10/1/2010
Axiom Sireskop	400-168469		DT 3E217	\$15,600			x-ray tubes and ii		10/1/2010
Axiom Sireskop	400-168468		DT 3F110	\$15,600			x-ray tubes and ii		10/1/2010
Axiom Sireskop	400-168467		DT 3F119	\$15,600			x-ray tubes and ii		10/1/2010
Axiom Sireskop	400-168405		DT 4C318	\$15,600			x-ray tubes and ii		10/1/2010
Axiom MX Digital w/ Wallstand	400-168351		DT 1D323	\$31,200			x-ray tubes and ii		10/1/2010
Axiom MX Digital w/ Wallstand	400-168349		DT 1D430	\$31,200			x-ray tubes and ii		10/1/2010
Axiom Artis DBA (Bi-plane)	400-168144		DT 3F313	\$110,400			x-ray tubes and ii		10/1/2010
Axiom Artis DTA (Single Plane)	400-168141		DT 3F314	\$85,500			x-ray tubes and ii		10/1/2010
Axiom Artis DTA (Single Plane)	400-168171		DT 3F413	\$85,500			x-ray tubes and ii		10/1/2010

Total - Warranty	\$454,900
------------------	------------------

Grand Total - LAC+USC	\$655,240
-----------------------	------------------

EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

Sireskop 30	400-010139			\$18,810	\$13,410	\$5,400	Tube w II (12")		
-------------	------------	--	--	----------	----------	---------	-----------------	--	--

Total - Roybal	\$18,810
----------------	-----------------

H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

Sequoia	400-16274	63631		\$11,040	\$8,700	\$2,340	Probes	3	
Sequoia	400-16275	63617		\$11,040	\$8,700	\$2,340	Probes	3	

Total - Hudson	\$22,080
----------------	-----------------

EL MONTE COMPREHENSIVE HEALTH CENTER

Sequoia 512	400-181425			\$11,040	\$8,700	\$2,340	Probes	3	
-------------	------------	--	--	----------	---------	---------	--------	---	--

Total - El Monte	\$11,040
------------------	-----------------

Description	Siemens Site Number	Serial Number	Room Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes	Comments
								Covered	

MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER

Mammomat 300	400-036221		211-A	\$24,000	\$6,000	\$18,000	Tube w FD		
Mammomat 300	400-036222		211-B	\$24,000	\$6,000	\$18,000	Tube w FD		
Sequoia	400-104756	5014		\$11,040	\$8,700	\$2,340	Probes	3	Printer, VCR
XP/10C	400-113896	17253		\$5,400	\$5,400		None		VCR
Sequoia	400-106851	54417		\$11,040	\$8,700	\$2,340	Probes	3	Printer, VCR
Sequoia	400-106049	52939		\$11,040	\$8,700	\$2,340	Probes	3	Printer, VCR
Cypress	400-158415	73573		\$4,440	\$2,100	\$2,340	Probes	3	3 Standard Probes
Cypress	400-135195	72908		\$4,440	\$2,100	\$2,340	Probes	3	3 Standard Probes
Antares	400-167112	111899		\$9,690	\$7,350	\$2,340	Probes	3	
Antares	400-167113	111905		\$9,690	\$7,350	\$2,340	Probes	3	

Total - MLK	\$114,780
-------------	------------------

H. H. HUMPHREY COMPREHENSIVE HEALTH CENTER

Siregraph*	400-004281		Room 2	\$16,500	\$11,100	\$5,400			
Lamiflex*	400-003298		Room 3	\$6,480	\$4,800	\$1,680			
Thoromat*	400-013546		Room 4	\$600	\$600				

Total - Humphrey	\$23,580
------------------	-----------------

Description	Siemens Site Number	Serial Number	Room Number	Total Annual Cost (Labor/ Parts + Glassware)	Labor/ Parts	Glassware	Glassware Coverage	# of Probes	Comments
								Covered	

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

Sequoia	400-180012			\$4,440	\$2,100	\$2,340	Probes	3	
Cypress Acuson (Model 10034261)	400-211269	82651	Bldg 100, Room SP114.1	\$11,040	\$8,700	\$2,340	Probes	3	Includes transducer coverage wear/failure/damage
Sequoia	400-105305	51707		\$11,040	\$8,700	\$2,340	Probes	3	Printer, VCR
XP/10C	400-108105	152		\$5,400	\$5,400		None	3	VCR
S2000	400-309037	201008		\$12,900	\$9,600	\$3,300	Probes	3	Transducers: 6C2, EV-8C4, 4V1, 14L5, 9L4)

Total - Rancho	\$44,820
----------------	-----------------

Grand Total - All Facilities	\$1,009,199
------------------------------	--------------------

* End of Life