



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 March 20, 2018

A handwritten signature in black ink, appearing to read "Celia Zavala".

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

Los Angeles County  
Board of Supervisors

Hilda L. Solis  
First District

Mark Ridley-Thomas  
Second District

Sheila Kuehl  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District

Christina R. Ghaly, M.D.  
Acting Director

Hal F. Yee, Jr., M.D., Ph.D.  
Chief Medical Officer

March 20, 2018

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:

## APPROVAL OF A NEW SOLE SOURCE AGREEMENT WITH GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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

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

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.*

### **SUBJECT**

Request delegated authority to execute a new sole source Agreement with GE Healthcare, a Division of the General Electric Company, for the provision of equipment maintenance and repair services at various Department of Health Services facilities.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Acting Director of Health Services (Director), or her designee, to execute a sole source Agreement with GE Healthcare (GE), a Division of the General Electric Company, effective on the latter of Board approval or April 1, 2018 through March 31, 2023 with an option to extend the term for up to five additional one-year periods for radiology and anesthesia equipment maintenance and repair services located throughout various Department of Health Services (DHS) facilities, at an annual contract amount of \$2,808,025.
2. Delegate authority to the Director, or her designee, to execute amendments to the Agreement to: (a) extend the term and increase the annual contract amount for such extension periods and/or incorporate administrative changes to the Agreement, including but not limited to: the addition, modification, or removal of any relevant terms and conditions, to clarify terms and conditions, and to comply with changes in applicable law, with prior



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approval as to form by County Counsel; (b) add/delete equipment/services for additional DHS facilities and/or County Departments; and (c) cover emergency or unforeseen as-needed equipment maintenance, repair, and support services.

3. Delegate authority to the Director, or her designee, to amend the Agreement to increase the initial annual contract amount (\$2,808,025) by no more than 40% for emergency or unforeseen, as-needed maintenance, repair and professional/support services, to add equipment coming off warranty, and/or for excluded or out-of-scope repairs.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

#### Background

There was a prior agreement between GE and the County for anesthesia and radiology equipment maintenance and repair services for equipment manufactured by GE that was set to expire December 31, 2010. During negotiations to extend the agreement, GE refused to agree to the standard County terms and conditions for any additional period of time. Unable to conclude a successful negotiation at that time with GE, DHS made arrangements to add the anesthesia equipment to an existing Board approved Agreement with Philips Healthcare (Philips), with the understanding that Philips would utilize its ongoing subcontracting relationship with GE for the maintenance and repair of the anesthesia equipment. This pass-through allowed DHS to obtain the benefits of preventive maintenance and repair services of GE, the original equipment manufacturer (OEM), as this would allow the County to maintain the contractual guarantees of OEM serviced equipment, as well as the assurance that the OEM is best equipped to meet The Joint Commissions requirements for its equipment, parts and maintenance services. Most of the GE radiology equipment was moved into the Phillips agreement, with a small amount moved into another agreement with EP Radiological Services, Inc. (EP Rad). These contractors were able to maintain the equipment with their own trained technicians who used GE OEM parts. The County's agreement with GE was allowed to expire.

Over the last three years, DHS has purchased additional GE anesthesia equipment, as well as imaging equipment that includes proprietary software. Some of the equipment is under the initial GE purchase warranty and other pieces of equipment are covered via Purchase Orders (PO) with GE. As a result, GE approached DHS and expressed a desire to re-open contract negotiations and accept the County's standard terms and conditions. Since GE is the OEM and this anesthesia equipment consists of proprietary products, covered by GE Healthcare patents and/or other intellectual property rights that are best serviced by the OEM, DHS welcomed the opportunity to negotiate a new Agreement. Both the radiology and anesthesia equipment manufactured by GE that is currently on the Philips Agreement, will be removed from the Philips Agreement and transferred to this new sole source Agreement with GE. The small amount of radiology equipment with EP Rad will also be moved to the new GE Agreement.

#### Recommendations

As a result of the continuing purchases of GE anesthesia and GE radiology equipment with GE's proprietary software, DHS is requesting a direct contractual relationship with GE for consistency of service quality, technical expertise, and availability of proprietary parts, in addition to the technologies and upgrades that only GE can provide.

Approval of the first recommendation will allow the Director to execute a new sole source Agreement

with GE substantially similar to Exhibit I, for an initial five-year term effective upon the latter of Board approval or April 1, 2018 through March 31, 2023 with five one-year renewal options. The recommended equipment maintenance and services Agreement with GE ensures that the services are provided by factory trained GE certified technicians that use genuine GE fabricated parts which preserves equipment integrity for optimal performance and provide services that are compliant as specified by regulatory and accrediting agencies such as The Joint Commission. As the OEM, GE will provide technology updates as they become available and can also offer remote servicing on the newer equipment, which benefits DHS' timely delivery of vital patient care. The Agreement includes locked in pricing for GE equipment coming off original purchase warranties, as well as from POs when they expire.

Approval of the second recommendation will allow the Director, or her designee, to amend the Agreement to extend the term of the Agreement and increase the annual contract amount for such extension periods, incorporate administrative changes, add equipment to additional locations, and cover emergency or unforeseen as-needed equipment maintenance and repairs.

Approval of the third recommendation will allow the Director to exercise the option to amend the Agreement to increase the annual contract amount (\$2,808,025) by no more than 40%, for emergency or unforeseen, as-needed maintenance, repair and professional/support services, to add equipment coming off warranty, and/or for excluded or out-of-scope repairs. In accordance with Board Policy 5.120, on February 28, 2018 DHS provided the Board with a copy to the Chief Executive Officer, the required two-week notice of intent to request a delegation of authority in excess of 10%.

Based on previous experience with equipment maintenance and repair services, DHS believes that the 40% requested for potential increases is appropriate because adding even a few pieces of equipment or funding an unexpected repair may quickly use the entire 10%. DHS will monitor each situation to ensure that cost of maintenance for additional equipment or equipment repairs does not exceed the 40% authorized amount.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategies II.2, "Support the Wellness of Our Communities" and III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The annual contract amount is \$2,808,025 with up to \$1,123,210 of delegated authority, if needed, for equipment maintenance and repair service of the GE radiology and anesthesia equipment located at various DHS facilities identified in Attachment A.

Funding is included in the DHS Fiscal Year (FY) 2017-18 Final Budget and will be requested in future years as continuing appropriation as needed.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The services provided under this Agreement are highly specialized and cannot be provided by County staff. Further, these services are only needed on a part-time and intermittent basis.

Therefore, the Agreements are exempt from Proposition A (Los Angeles County Code Chapter 2.121) and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

The Agreement includes all Board of Supervisors' required provisions, including the most recent provision - Compliance With County's Zero Tolerance Policy On Human Trafficking.

County Counsel has approved Exhibit I as to form.

### **CONTRACTING PROCESS**

In accordance with Board Policy No. 5.100, on March 6, 2015 DHS notified your Board of its intent to negotiate a sole source Agreement with GE Healthcare for the continued provision of equipment maintenance and repair services provided under a subcontract with Philips (Attachment B). The GE equipment under the existing Philips Agreement will transfer to this new sole source Agreement with GE. The sole source checklist is attached as Attachment C.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will ensure the continued provision of critical on-going equipment maintenance and repair services by GE for the equipment located throughout DHS facilities and the specialized technical support, diagnostic assistance, and availability of OEM parts and compliance with regulatory and accreditation authorities.

Respectfully submitted,



Christina R. Ghaly, M.D.

Acting Director

CRG:ld

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

Attachment A

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
PREVENTIVE MAINTENANCE AND REPAIR SERVICES

Equipment List Pricing Schedule

April 1, 2018 through March 31, 2023

| FACILITY   | ANNUAL COST      |
|--|------------------|
| LAC+USC MEDICAL CENTER                           | 1,403,730        |
| HARBOR-UCLA MEDICAL CENTER                       | 578,166          |
| OLIVE VIEW-UCLA MEDICAL CENTER                   | 305,875          |
| RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER | 339,566          |
| MARTIN LUTHER KING, JR. OUTPATIENT CENTER        | 57,537           |
| HIGH DESERT REGIONAL HEALTH CENTER               | 10,364           |
| MID-VALLEY COMPREHENSIVE HEALTH CENTER           | 37,335           |
| H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER     | 48,917           |
| EL MONTE COMPREHENSIVE HEALTH CENTER             | 13,268           |
| EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER     | 13,268           |
| <b>ANNUAL TOTAL OF ALL FACILITIES</b>            | <b>2,808,025</b> |



# Health Services

LOS ANGELES COUNTY

March 6, 2015

Los Angeles County  
Board of Supervisors

Hilda L. Solis  
First District

Mark Ridley-Thomas  
Second District

Sheila Kuehl  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

Mitchell H. Katz, M.D.  
Director

Hal F. Yee, Jr., M.D., Ph.D.  
Chief Medical Officer

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

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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners

**TO:** Michael D. Antonovich, Mayor  
Supervisor Hilda Solis  
Supervisor Mark Ridley-Thomas  
Supervisor Sheila Kuehl  
Supervisor Don Knabe

**FROM:** ~~Mitchell H. Katz, M.D.~~  
~~Director~~

**SUBJECT: ADVANCED NOTIFICATION OF SOLE SOURCE AGREEMENT NEGOTIATIONS WITH GE HEALTHCARE**

This is to advise the Board that in two weeks' time, the Department of Health Services (DHS) intends to enter into sole source agreement negotiations with GE Healthcare (GE) for equipment maintenance and repair services of various GE equipment, including anesthesiology equipment. Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for agreements over \$250,000.

### Background

On June 30, 1998 the Board approved an Agreement with GE for the provision of maintenance and repair services of imaging and anesthesiology equipment at a number of DHS facilities. Subsequent amendments extended the term through June 30, 2010. However, the Agreement expired on December 31, 2010 due to an inability to agree to terms and conditions for an extension. Existing GE equipment was then added to the existing Philips Healthcare (Philips) Agreement. However GE is the Original Equipment Manufacturer (OEM), and Philips subsequently subcontracted with GE to repair GE's equipment.

Since 2010, a number of other pieces of GE equipment have been purchased enterprise wide, and this equipment is either serviced through Internal Service Department (ISD) issued Purchase Orders (PO) or added to the Philips' Agreement.

GE recently approached DHS and expressed a desire to accept the County's standard terms and conditions and renew the contracting relationship with the County.



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Each Supervisor  
March 6, 2015  
Page 2

Negotiations will include additional product support such as free software upgrades and patches that are not available through the Philips' Agreement.

Justification

The sole source determination is based on the fact that GE is the OEM and is the sole provider of maintenance services and parts for this proprietary equipment. Only GE technicians are certified to repair and maintain the proprietary equipment. It is preferable to have a direct contract with GE rather than continue the current subcontract relationships.

DHS will proceed with the sole source negotiations with GE within two weeks from the date of this memo unless the Department is instructed otherwise by the Board.

If you have any questions, please let me know.

MHK:kh

c:      Chief Executive Office  
          County Counsel  
          Executive Office, Board of Supervisors

## SOLE SOURCE CHECKLIST

| Check (✓) | <b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b><br><b>Identify applicable justification and provide documentation for each checked item.</b>   |
|-----------|---|
|           | <ul style="list-style-type: none"> <li>➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i></li> </ul>  |
|           | <ul style="list-style-type: none"> <li>➤ Compliance with applicable statutory and/or regulatory provisions.</li> </ul>  |
|           | <ul style="list-style-type: none"> <li>➤ Compliance with State and/or federal programmatic requirements.</li> </ul>   |
|           | <ul style="list-style-type: none"> <li>➤ Services provided by other public or County-related entities.</li> </ul>   |
|           | <ul style="list-style-type: none"> <li>➤ Services are needed to address an emergent or related time-sensitive need.</li> </ul>  |
|           | <ul style="list-style-type: none"> <li>➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.</li> </ul>  |
|           | <ul style="list-style-type: none"> <li>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</li> </ul>   |
| ✓         | <ul style="list-style-type: none"> <li>➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.</li> </ul> <p>DHS owns anesthesia and radiology equipment manufactured by GE Healthcare, some of which includes proprietary software and technology that requires ongoing maintenance and repair services. DHS is requesting an Agreement with GE for continuity of service quality, technical expertise, and availability of proprietary parts, in addition to the technologies and software upgrades that only GE can provide. Only GE technicians are certified to repair and maintain the proprietary equipment in accordance with the set standards as the OEM, and in compliance with the requirements of regulatory agencies such as The Joint Commission.</p> |
|           | <ul style="list-style-type: none"> <li>➤ It is more cost-effective to obtain services by exercising an option under an existing contract.</li> </ul>  |
|           | <ul style="list-style-type: none"> <li>➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.</li> </ul>   |



Chief Executive Office

2/23/2018

Date

**DEPARTMENT OF HEALTH SERVICES**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**GE HEALTHCARE, A DIVISION OF THE  
GENERAL ELECTRIC COMPANY**

**FOR**

**EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

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**AGREEMENT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**GE HEALTHCARE, A DIVISION OF THE**  
**GENERAL ELECTRIC COMPANY**  
**FOR**  
**EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Los Angeles, hereinafter referred to as County and GE Healthcare, a Division of the General Electric Company, hereinafter referred to as Contractor. Contractor is located at 9900 W. Innovation Drive, Wauwatosa, Wisconsin 53226.

**RECITALS**

WHEREAS, the County may contract with private businesses for Equipment Maintenance and Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Equipment Maintenance and Repair Services; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for Specialized Medical Services; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, D, E, F, G, H, I, and J, are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other

work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

- 1.10 EXHIBIT J - Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Agreement:** This contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Exhibit A - Statement of Work.
- 2.2 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into this Agreement with

the County to perform or execute the work covered by the Exhibit A - Statement of Work.

- 2.3 **Contractor's Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.4 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.5 **DHS:** Department of Health Services.
- 2.6 **Director:** Director of Health Services (acting, interim or permanent) or his/her authorized designee.
- 2.7 **Facility:** Medical Centers, Health Centers, or Outpatient Centers all within Department of Health Services.
- 2.8 **Facility's Project Director:** Person designated by the County with authority for the County on administrative matters relating to this Agreement that cannot be resolved by the Facility's Project Manager.
- 2.9 **Facility's Project Manager:** Person designated by Facility's Project Director to manage the operations under this Agreement.
- 2.10 **Facility's Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

## **4.0 TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall commence on the date first written above as authorized by the County's Board of Supervisors through March 31, 2023, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the sole option to extend this Agreement term for up to five (5) additional one-year periods. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 - Amendments.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- 4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

## **5.0 AGREEMENT SUM, BILLING AND PAYMENT**

- 5.1 The Contractor shall be paid in accordance with Exhibit B – Pricing Schedule.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or 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, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall

send written notification to DHS at the address herein provided in Exhibit E - County's Administration.

**5.4 No Payment for Services Provided Following Expiration/Termination of Agreement**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

**5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B – Equipment List Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Equipment List Pricing Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Agreement shall be submitted in two (2) copies in accordance with Exhibit A – Attachment 1, Facility Billing Address.

**5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.6 Maximum Obligation of County**

5.6.1 The annual contract amount for all services provided hereunder is \$2,808,025.

5.6.2 During the term of this Agreement, the Director may amend Exhibit B – Pricing Schedule if additional maintenance and repair services and professional services are needed to adjust the total annual amount by no more than forty percent (40%) of the initial annual contract amount for exclusionary or unforeseen needed maintenance and repair services and if equipment is added/removed to/from any County facility. To implement such a change, a written amendment to the Agreement must be formally executed by the parties.

**6.0 ADMINISTRATION OF AGREEMENT – COUNTY**

**COUNTY ADMINISTRATION**

The Director shall have the authority to administer this Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

**6.1 Facility's Project Director**

Responsibilities of the Facility's Project Director include:

- ensuring that the objectives of this Agreement are met; and

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## **6.2 Facility's Project Manager**

- 6.2.1 The responsibilities of the Facility's Project Manager include:
  - meeting with the Contractor's Project Manager on a regular basis; and
  - inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 6.2.2 The Facility's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

## **6.3 Facility's Project Monitor**

The Facility's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the Facility's Project Manager.

# **7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR**

## **7.1 Contractor's Project Manager**

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Facility's Project Manager and Facility's Project Monitor on a regular basis.

## **7.2 Contractor's Authorized Official(s)**

- 7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit F. The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of

the Contractor's Authorized Official(s) within five (5) business days of such change.

7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of the Contractor.

### **7.3 Approval of Contractor's Staff**

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.4 Contractor's Staff Identification**

7.4.1 The Contractor shall provide, at the Contractor's expense, all staff providing services under this Agreement with a photo identification badge.

7.4.2 The Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. The Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 The Contractor shall notify the County within one (1) business day when staff is terminated from working under this Agreement. The Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.4 If the County requests the removal of the Contractor's staff, the Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

## **7.5 Background and Security Investigations**

- 7.5.1 At the discretion of the County, all Contractor staff performing work under this Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County may perform the Livescan background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor. Contractor will manage and control any other background investigation process and will provide the County with the necessary information in order to comply with the County's policy.
- 7.5.2 The County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement. The County acknowledges that any such disqualification may cause delays to complete the work, which delays will not constitute a breach of this Agreement.

## **7.6 Confidentiality**

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, the County records and patient records, in

accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.6.4 The Contractor shall sign and adhere to the provisions of the Exhibit G - Contractor Acknowledgement and Confidentiality Agreement.

## **7.7 Intentionally Omitted**

## **7.8 Staff Performance under the Influence**

The Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

# **8.0 STANDARD TERMS AND CONDITIONS**

## **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written

consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The 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 the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, the County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Agreement.
- 8.2.3 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 the County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

### **8.3 AUTHORIZATION WARRANTY**

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

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

### **8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)**

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally

funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended. Failure of the Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

**8.6 Intentionally Omitted**

**8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

8.7.1 In the performance of this Agreement, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.7 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County

Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so the Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

#### **8.7.3 Facilities' Rules and Regulations**

During the time that the Contractor's agents, employees, or subcontractors are at a Facility, the Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to the Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. The 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 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.

### **8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Agreement or under any project, program, or activity supported by this Agreement.

- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: 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.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular

business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.

8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the 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 the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

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

8.8.9 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

## **8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.9.1 Jury Service Program:**

This Agreement is subject to the 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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

### **8.9.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the

Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 (5) 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 Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "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 County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "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 County, or 2) the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-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 the Contractor is not required to comply with the Jury Service Program when this Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program.

The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.10 CONFLICT OF INTEREST**

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

## **8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

## **8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.13.1 Responsible Contractor**

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 the County's policy to conduct business only with responsible Contractors.

### **8.13.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires

information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the 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 but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

#### **8.13.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the 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 the County or any other public entity.

#### **8.13.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the 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 the Contractor should be debarred, and, if so, the appropriate length of

time of the debarment. The 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.

3. 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 to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. 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. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 the County.
5. 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.

6. 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.

#### **8.13.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

### **8.14 CONTRACTOR'S ACKNOWLEDGEMENT 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 Contractor, and its subcontractors, can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

### **8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM**

- 8.15.1 The Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors 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, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these

parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

- 8.15.2 The Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
- 8.15.3 Failure by the Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Agreement.

#### **8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the 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 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department 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).

**8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.
- 8.17.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

**8.18 COUNTY'S QUALITY ASSURANCE PLAN**

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

**8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the

County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.19.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

## **8.20 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

## **8.21 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile)

transmission of “original” versions of such documents.

## **8.22 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees 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 work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.23 FEDERAL ACCESS TO RECORDS**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the 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), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

## **8.24 FORCE MAJEURE**

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or

negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

- 8.24.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.24.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.25 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The 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 venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit J in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit J - Business

Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

### **8.27 INDEPENDENT CONTRACTOR STATUS**

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.
- 8.27.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 - Confidentiality.

### **8.28 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting the Contractor's indemnification of the County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon the Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### **8.29.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000)

dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

#### **8.29.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the

Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.29.3 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

#### **8.29.4 Failure to Maintain Insurance**

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

#### **8.29.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

#### **8.29.6 Contractor's Insurance Shall Be Primary**

The Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.29.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.29.8 Sub-Contractor Insurance Coverage Requirements**

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.29.9 Deductibles and Self-Insured Retentions (SIRs)**

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.29.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### **8.29.11 Application of Excess Liability Coverage**

The Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.29.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.29.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.29.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

### **8.30 INSURANCE COVERAGE**

#### **8.30.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

**8.30.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.30.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less 30 days' advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.30.4 Professional Liability/Errors and Omissions**

Insurance covering the Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations,

accreditations, and certificates required by law which are applicable to its performance of this Agreement, and 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 law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

### **8.32 LIQUIDATED DAMAGES**

- 8.32.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the

County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.32.3 The action noted in Sub-paragraph 8.32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.
- 8.32.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Sub-paragraph 8.32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

### **8.33 INTENTIONALLY OMITTED**

### **8.34 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict DHS from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.35 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 one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.36 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Facility's Project Manager and/or Facility's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility's Project Manager or

Facility's Project Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

**8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.38 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 set forth in Exhibit I of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.39 NOTICES**

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party.

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – "Contractor's Administration". This includes all notices or demands required or permitted by the County under this Agreement.

**8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or

persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.41 PUBLIC RECORDS ACT**

- 8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.42 PUBLICITY**

- 8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
  - The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 shall apply.

#### **8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

8.43.1 The Contractor shall maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

#### **8.44 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

## **8.45 RESTRICTIONS ON LOBBYING**

If any Federal funds are to be used to pay for the Contractor's services under this Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of 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 complies with all such certification and disclosure requirements.

## **8.46 SUBCONTRACTING**

- 8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
  - A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

- 8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for its files.
- 8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street – 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

#### **8.47 SURVIVAL**

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

Exhibit J – Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

**8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - 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 the County under any other provision of this Agreement, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

## **8.50 TERMINATION FOR CONVENIENCE**

8.50.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

8.50.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

## **8.51 TERMINATION FOR DEFAULT**

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.51.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.51.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.

8.51.5 The rights and remedies of the County provided in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **8.52 TERMINATION FOR IMPROPER CONSIDERATION**

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

8.52.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org).

8.52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.53 TERMINATION FOR INSOLVENCY**

8.53.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding

the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.53.2 The rights and remedies of the County provided in this Sub-paragraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

#### **8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.56 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted

conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

#### **8.57 UNLAWFUL SOLICITATION**

The 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. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

#### **8.58 VALIDITY**

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.

#### **8.59 WAIVER**

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the 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 rights and remedies set forth in this Sub-paragraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.60 WARRANTY AGAINST CONTINGENT FEES**

8.60.1 The 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 the Contractor for the purpose of securing business.

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

## **8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

- 8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.61.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 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 of this Agreement.

### **9.2 DATA DESTRUCTION**

- 9.2.1 All County data and information is deemed sensitive and confidential. Therefore, except as otherwise provided under this Agreement, the Contractor has the sole responsibility to ensure all County data and/or information in Contractor's possession, in any form (implied or expressed) or format including storage media (e.g., hard drives and flash drives) are appropriately sanitized in a

manner that ensures the information is not recoverable as it applies to the following:

- 9.2.1.1 If in the course of providing Services, the Contractor has knowingly or inadvertently maintained, processed, or stored any of the County's data and/or information; or
- 9.2.1.2 After it has served the purpose for which the data and/or information was released; or
- 9.2.1.3 Upon removal or destructions of any Scheduled Equipment that had County data and/or information within it, whether that equipment was purchased, leased, or rented; or
- 9.2.1.4 After completion of the services; or
- 9.2.1.5 Termination of this Agreement; or
- 9.2.1.6 Otherwise specified in the Statement of Work.

9.2.2 The data destruction described above must comply and be consistent with National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization.*, Appendix A.

### **9.3 OWNERSHIP AND LICENSE**

- 9.3.1 System Data. All System Data provided or made accessible by County to Contractor is and shall remain the property of County.
- 9.3.2 Work Product. Contractor, or the rightful owner, shall remain the sole owner of the Software provided by Contractor under the Agreement and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials previously owned by County or designed or developed by Contractor for County.
  - 9.3.2.1 License Grant. Contractor hereby grants to County a non-exclusive, unrestricted, irrevocable license to use the Software and Work Products, including any related Documentation (hereinafter

“License”), by all users in accordance with the scope set forth in Subparagraph 9.3.2.3 (Scope of License) and subject to the restrictions set forth in Sub-paragraph 9.3.2.4 (License Restrictions) during the term specified in Paragraph 9.3.2.2 (License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third Party Software, the term and scope of which shall be subject to the terms of County’s agreement with the provider of such Third Party Software.

- 9.3.2.2 License Term. The License granted under this Agreement shall commence on the effective date and shall continue for the term of this Agreement, unless otherwise specified herein.
- 9.3.2.3 Scope of License. In addition to use of the System by County, the License granted by Contractor under this Agreement provides County with the right to permit agents or contractors to use the System on County’s behalf subject to full compliance by County and such agents or contractors with the terms and conditions set forth in this Agreement. County agrees that neither County nor Contractor grants any other rights or License with respect to the System, or any component thereof, to such agent or contractor and in no event will such agent or contractor use the System for its internal business operations or for any other purpose other than on County’s behalf pursuant to this Agreement.
- 9.3.2.4 License Restrictions. Unless specified otherwise elsewhere in the Agreement, the License granted by Contractor under the Agreement is subject to the following restrictions: (i) except as set forth herein, County will not sell, sublicense, assign, lease, encumber, grant a security interest in or otherwise transfer the License or the rights granted hereunder to any third party; (ii) County will not permit any timesharing, service bureau, subscription service or rental use

of the Software subject to the License; (iii) County will not reverse engineer, decompile, disassemble or create derivative works of any Software component of the System provided by Contractor under the Agreement, including without limitation the Software; (iv) County will not remove or alter any proprietary notices, labels or marks on or contained in the Software; (v) County will not install the Software on any hardware other than as permitted by this Agreement or otherwise by Contractor; and (vi) County will not publish or otherwise release the results of any benchmark test of any Software component of the System provided by Contractor

#### **9.4 INTELLECTUAL PROPERTY INDEMNIFICATION**

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from Contractor's provision of the System and/or services as described in this Agreement. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and Contractor shall have sole control of the defense and settlement thereof.
- 9.4.2 In the event the System and/or services become the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure pursuant to Sub-paragraph 9.4.2., such that County's continued ability to receive the System and/or services is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, shall either: (i) obtain for County a license to continue receiving the System and/or services; (ii) modify the System and/or services so that it is non-infringing but remains functionally equivalent; (iii) substitute functionally equivalent non-infringing products; or (iv) if the foregoing are not commercially reasonable, allow Customer to remove the infringing product from this Agreement.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon; (i) use of any non-Contractor System and/or services, information, design, specification, instruction, software, data, or material in combination with the System and/or services where such infringement would not have arisen but for such combination; (ii) the infringement is caused by the modification of the System and/or services by a party other than Contractor or approved by Contractor where such infringement would not have arisen but for such modification; or (iii) the infringement is caused by the use of other than the supported version of the System and/or services, if the supported version would be non-infringing and had been offered by Contractor to County; (iv) use in a manner prohibited by this Agreement or Contractor's Documentation; or, where County continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement.

## **9.5 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION**

During the term of this Agreement, Contractor may receive access to County's software, computers, and equipment (in this Paragraph 9.5, "County systems"), including but not limited to voicemail, customer databases, and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications made with such County systems or equipment by or on behalf of Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, email communications sent by users across the intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of County systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to County), to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of

such security does not give rise to any privacy rights in the communication as between Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Confidential Information or County systems. For the sake of clarification, the use of Contractor's computers over County's internet is excluded from this Section.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services or her designee, and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_ for  
Christina R. Ghaly, M.D.  
Acting Director of Health Services

CONTRACTOR

GE HEALTHCARE, A DIVISION OF THE  
GENERAL ELECTRIC COMPANY

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
MARY C. WICKHAM County Counsel

By \_\_\_\_\_  
Emily D. Issa, Deputy County Counsel

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**EXHIBIT A**

**STATEMENT OF WORK**

## **EXHIBIT A**

### **STATEMENT OF WORK**

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#### Attachments

- A-1 Facility List
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## STATEMENT OF WORK

### 1.0 SCOPE OF WORK

Contractor shall provide Maintenance and Support Services as described in this Exhibit A (Statement of Work), for County Facilities set forth in Attachment A-1 (County Facilities), attached hereto and incorporated herein by reference. Contractor's services shall be provided for all Hardware and Software listed in Exhibit B – Equipment List Pricing Schedule at the applicable rates set forth therein. The parties understand and acknowledge that Contractor is providing services through nine (9) distinct service offering types, which may include the Equipment or solely a component thereto, in part or in full, depending on the item of Equipment and summarized below:

- Full Service Options: AssurePoint Standard, AssurePoint Performance, and AssurePoint Access
- Partial/Limited Service Options: AssurePoint PM, Magnet Maintenance/Cryogens, and End of Service Life, AssurePoint Basic
- Component Only Coverage Options: AssurePoint Pro and AssurePoint Complete, AssurePoint Return to Factory Repair
- Training Only Option: TiP Pool of Days

Contractor's services may include the following:

- A. Provide Maintenance and Support Services during Support Hours, consisting of:
  - a. Routine Preventative Maintenance Services
  - b. As Needed Repair and Support Services
  - c. Software Updates and Support Services
- B. Provide onsite and remote support including access to Contractor's technical support;
- C. Maintain and make available service reports in order to meet regulatory guidelines;
- D. Develop and maintain a current, comprehensive Hardware and Software inventory database for each County Facility for Equipment covered under this Agreement;
- E. Provide Additional Services, if authorized by County and pursuant to requirements in Section 4.0 (Additional Services) below;
- F. Attend required meetings as agreed to by both County and Contractor.

## 2.0 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 – Statement of Work.

- 2.1 **As Needed Support** – shall mean repairs and support needed for the restoration of equipment listed in Exhibit B – Equipment List and Pricing Schedule.
- 2.2 **After Hours** – shall mean hours other than Regular Business Hours (e.g. Monday through Friday 5:01 p.m. through 7:59 a.m., weekends and Contractor Holidays).
- 2.3 **Equipment** – shall mean the product listed in Exhibit B – Equipment List Pricing Schedule.
- 2.4 **Contractor Holidays** – shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Day of Christmas Eve and Christmas Day. Holidays that fall on Saturday or Sunday may be observed on Friday and Monday respectively.
- 2.5 **Interface** – Shall mean the set of software mechanisms which will be provided by Contractor which will allow for transfer of electronic data and/or software commands between computer systems, networks, applications or modules, including related documentation.
- 2.6 **Preventive Maintenance** – shall mean scheduled/routine maintenance in accordance with the manufacturer's specification for the equipment listed in Exhibit B – Equipment List and Pricing Schedule.
- 2.7 **Regular Business Hours** – shall mean Monday through Friday, between 8:00 a.m. and 5:00 p.m., excluding Contractor Holidays.
- 2.8 **Support Hours** – shall mean Contractor's provision of Maintenance and Support Services under this Statement of Work for County Facilities set forth in Attachment A-1 (County Facilities). Contractor shall provide such Services onsite or remotely at each County Facility or for performance of Maintenance and Support Services under the Agreement.
- 2.9 **Replacement Parts** – shall mean the lowest level component repair part available that will bring the Equipment to OEM specifications. Contractor will only provide subassemblies or assemblies if a lower level replacement part is not available. Replacement Parts may be provided on a new or exchange (refurbished) basis, at Contractor's sole discretion. In the event

an exchange part is provided to County, the part being replaced will become Contractor property and will be removed from County Facility by Contractor or County Facility must return the part to Contractor within a reasonable time frame. Replacement Parts are shipped freight included (excluding "Special Order" parts, which are those parts not stocked by Contractor due to low demand). If Replacement Part delivery priority is indicated on Schedule, it will be subject to shipment cut-off times for the applicable distribution center. Expedited parts delivery is available upon request for an additional fee.

### **3.0 REQUIRED SERVICES**

Except as stated herein, Contractor shall provide all Services described under this Section 3.0 (Required Services) during Support Hours, at the all-inclusive rates set forth in Exhibit B, Equipment List Pricing Schedule, which shall be inclusive of any and all travel expenses, labor and parts. The parties acknowledge that certain offerings will not include certain Services set forth herein and the below description of services may not apply to all Contractor service offerings. The following offerings may not include some of the below description of services: AssurePoint Complete, AssurePoint Pro, AssurePoint Basic, and TiP Pool of Days. AssurePoint Complete and AssurePoint Pro offerings solely apply to certain components, such as probes or detectors, AssurePoint Basic solely applies to labor coverage, and Contractor's TiP Pool of Days offering solely applies to training. All services described in this Section 3.0 shall be provided at no additional cost to the County.

#### **3.1 Preventive Maintenance**

3.1.1 Contractor shall provide County Facilities, routine preventive maintenance services ("Preventive Maintenance") in accordance with the manufacturer's preventative maintenance instructions, for all Hardware related Equipment, including Network and Interfaces covered under this Agreement, including all labor and Replacement Parts, at no additional cost to County (as applicable). Contractor shall ensure that Equipment, including Software and Interfaces, comply with all applicable current and future local, State and Federal requirements.

3.1.2 Preventive Maintenance may include diagnosis; inspection; cleaning; lubrication; safety inspection; functional tests; adjustments or calibrations necessary to facilitate proper functioning of the Equipment and, as applicable, compliance with regulatory agencies' requirements and guidelines and pursuant to OEM recommended frequencies and specifications as set forth in the OEM service manuals (where available) or pursuant to documented alternate PM frequencies and specifications based on

Contractor's risk-based assessment. Preventive Maintenance may also include replacement of worn, defective or broken parts with new and/or Contractor-certified Replacement Parts specifically designed for the Equipment and replacement of unserviceable parts with new parts equivalent to the original parts in performance or original equipment manufacturer ("OEM") parts.

- 3.1.3 Contractor shall perform routine Preventive Maintenance during Regular Business Hours at times mutually agreed upon by both County and Contractor (excluding weekends and Contractor Holidays).
- 3.1.4 Contractor shall perform the regularly scheduled number of Preventive Maintenance activities described above to meet the requirements set by manufacturer specifications and all appropriate licensing and accrediting agencies (e.g. The Joint Commission, Occupational Safety and Health Administration ("OSHA").
- 3.1.5 For applicable Equipment, Contractor shall actively monitor the performance of Equipment, including Software and Interfaces, if applicable, remotely by using standard monitoring tools.

### 3.2 As Needed Repair and Support Services

- 3.2.1 Contractor shall provide as needed support and repair services ("As Needed Support") for Hardware related Equipment and use commercially reasonable efforts to resolve any verifiable and reproducible service issue related to the Equipment not substantially meeting the specifics set forth by the OEM in a reasonable period of time after notification by County, whether through remote or onsite services. As Needed Support Services consist of the support and repair(s) needed for restoration of Hardware related Equipment, so that Equipment performs in all material respects in accordance with its manufacturer specifications, on an as-needed basis, as may be required by the County Facility.
- 3.2.2 The repair process shall also include but not be limited to: all Equipment updates (e.g., updates, enhancements, interfaces, and corrections).
- 3.2.3 Contractor shall provide As Needed Support Services when the County Facility reasonably believes the Equipment is not performing in accordance with manufacturer specifications and performance standards.

- 3.2.4 All Replacement Parts shall be new or refurbished.
- 3.2.5 Contractor shall provide unrestricted access to technical support through Contractor's "On-Line Center", which provides 24 hour a day, 7 days a week (24/7) access to a centralized support staff dedicated to supporting client technical issues.
- 3.2.6 Contractor shall provide a telephone response to request for repairs within four (4) hours. Request for repairs or non-preventive maintenance on all other Equipment will be sent to Contractor for repair service and returned the next day freight, at no additional cost to County, during covered service hours.

### 3.3 Software Updates and Support Services

- 3.3.1 Contractor shall provide Software Updates, including but not limited to: updates, bug fixes, patches, minor enhancements, modifications and corrections to address security vulnerabilities and/or deficiencies to Contractor's Equipment and Software.
  - 3.3.1.1 Contractor is not responsible for County's network security. County is responsible for system database management (backup, data integrity, archiving, etc.) and network security (maintaining secure network, network security components, firewalls, and security related hardware and/or software). Contractor shall not be responsible for any recovery of lost data or images caused by County. Contractor shall not be responsible for any recovery of lost data or images, but shall use commercially reasonable efforts to assist County with any image or data recovery efforts.
- 3.3.2 Contractor shall provide Software Updates to the System as they become available.
- 3.3.3 During Software Updates, Contractor shall have the appropriate number of Contractor personnel on site at each affected County Facility, as determined by Contractor, to minimize impact to the System and ensure uninterrupted service compliance with response times and update or upgrade repair.
- 3.3.4 Contractor shall actively monitor performance of Software and report any deficiencies and/or other issues that impact the availability of the System to the County's Project Manager.

### 3.4 Remote Diagnostics

Contractor shall include its then-current InSite, InSite On Watch, iLinq, iLinq Diagnostic, or iCenter™ tools.

3.5 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 Contractor, and to the extent thereof, at no additional cost to the County.

3.6 Rework

Contractor shall rework improperly repaired Hardware related Equipment, correct any damage resulting therefrom, and supply all necessary Replacement 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, willful misconduct or conduct inconsistent with the requirements of this Agreement, at no additional cost to County.

3.7 Service Reports

Contractor shall develop and maintain written or electronic service reports for services provided on all Equipment, including Hardware, Software and Interfaces identified under this Agreement on an ongoing basis. Such service report(s) shall include:

- 3.7.1 A record of maintenance in accordance with the manufacturer specification and provide such other information as required by the Facility in order to meet all licensing, accrediting and regulatory agency requirements.
- 3.7.2 Clear identification of the equipment serviced by model number, serial number (system identification number), Los Angeles County Capital Asset Leasing or Los Angeles County number (if available).
- 3.7.3 An itemization and description of services performed, including electrical checks and calibration reading and preventive maintenance.
- 3.7.4 Identification of the name of the service technician who performed the service, service date, and list any Replacement Parts installed during repair site visit.

Electronic copy of such service report(s) shall be made available 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.

3.8 Contractor's Work Schedule

- 3.8.1 For Equipment Maintenance Services, to the extent applicable, Contractor shall submit a work schedule to the Facility Project Manager prior to starting work. Facility Project Manager may review and approve prior to Contractor's initiation of work. Said work schedules shall be set on an annual calendar identifying all the required ongoing maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 3.8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. However, in all cases, Maintenance and Support Services shall be performed at a time that will not cause additional charges to County. Contractor shall submit said revisions to the Facility Project Manager for review prior to scheduled time for work.
- 3.8.3 No work is authorized for any time or for any service that will cause additional cost to County above the rates set forth in Exhibit B Equipment List Pricing Schedule, unless it has been specifically authorized by a written amendment to the Agreement that has been executed by both parties.

3.9 Comprehensive Equipment and Software Inventory

Contractor shall provide County, on an annual basis, on-site Equipment and Software inventory audits for the Equipment included in this Agreement, or as mutually agreed to by both parties. Contractor shall complete and maintain a comprehensive inventory listing for each County Facility and provide to each Facility Project Monitor. Such inventory shall include each piece of Equipment including make, model number, serial number (system identification number), and specific location (e.g. room number) at each County Facility. Such inventory shall also include the Los Angeles County Capital Asset Leasing or Los Angeles County number provided by County, where applicable and shall identify Equipment that will need to be added and removed from the Equipment inventory.

3.10 Educational Training

If applicable, Contractor shall provide County employees with training at a price to be mutually agreed upon by the parties.

### 3.11 Product Inspection

Any product covered under this Service Agreement must be in safe, normal operating condition and substantially in compliance with Original Equipment Manufacturer (OEM) specifications when added to the Product Schedule, and Contractor will not be liable or responsible for any defect or malfunction that existed prior to addition to the Product Schedule. Contractor may inspect any Product that has been without Contractor warranty or Service Agreement coverage for more than 30 days or after upgrades, modifications of peripheral equipment, and/or room moves. The Service Agreement will be effective for such Product only after a Contractor service representative has determined its eligibility. If after such inspection, service or initial repair is required to reach a safe and normal operating condition or meet performance specifications, the cost will be separately invoiced to Customer at Contractor's then-current list prices.

### 3.12 Exclusions

Contractor is not financially responsible to provide the repair services above for the following:

- 3.12.1 Defects or damage to Equipment resulting from gross misuse, abuse, negligence, acts of God and other disasters, non-performance or scheduled operator and maintenance items or non-approved reprocessing methods.
- 3.12.2 Equipment which does not contain a validly placed and recorded contractor's serial number.
- 3.12.3 Repair, maintenance, modification, relocation, or reinstallation by any other than Contractor-authorized personnel, unless repair by others is made with the written consent of Contractor.
- 3.12.4 Repair or replacement of supplies and consumables including, without limitation, lamps, cables, thermal head printers, filters, and connectors.
- 3.12.5 All breakages or damages to equipment by Facilities shall first be verified and determined to be caused by Exclusions set forth in this Section 3.12 by Facility Project Manager.
- 3.12.6 Contractor shall provide Additional Services as described in Section 4.0 to equipment listed in this Section 3.11 that is not

covered by Required Services.

3.12.7 Equipment may be excluded from coverage and County will not be entitled to any remedy if Contractor's failure to provide PM or corrective maintenance service results from (i) County cancellation, requested rescheduling or inability to access the Equipment, (ii) County's failure to make timely payments, (iii) improper care of the Equipment related to damage or abuse (e.g. broken screen due to drop or fall), or (iv) any cause beyond Contractor's reasonable control. Unless expressly indicated on a Schedule, and in addition to the exclusions herein and in the Agreement, the following items are excluded from coverage: stand-alone workstations, sensors, transmission pin sources, transducers, non-Contractor supplied coils, MR surface coils on non-Contractor Equipment (other than the body coil), MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, and cryogens. Contractor will charge County separately for such items. Contractor will not be responsible for providing system database maintenance for County, including all activities related to backup, new users, user privileges, physician list updates, or archive/data entry, or otherwise.

## **4.0 ADDITIONAL SERVICES**

Services, other than the services described in Section 3.0, Required Services above, are Additional Services, including Professional Services. These Additional Services may be required during Regular Business Hours or After Hours. In the event that Additional Services are authorized by the County, these services shall be billed at the rates identified on Exhibit B – Equipment List Pricing Schedule. However, prior to the authorization of any Additional Services, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. To effectuate Additional Services beyond the reserve amount allocated for each facility according to Exhibit B - Equipment List Pricing Schedule, all changes must be made in accordance with the Agreement, Sub-paragraph 8.1 - Amendments, must be signed and executed by both parties prior to any work beginning.

## **5.0 RESPONSIBILITES**

### **5.1 County Personnel**

The County will administer the Agreement according with the Agreement, Paragraph 6.0, County Administration. Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.

- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments.

5.2 Contractor Personnel

- 5.2.1 Contractor shall designate a Contractor Project Manager (a Director of Service or Service Program Manager) to lead and coordinate Contractor's provision of services described hereunder and act as a central point of contact with County personnel. Contractor Project Manager shall be reasonably available during business of Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.
- 5.2.2 Contractor Project Manager shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide services hereunder, as well as escalation of service issues, providing agreed upon reports, attending quarterly business reviews, and periodic site visits (no more than 2 visits per month per facility). Such Project Manager shall not be responsible for performing corrective or preventive maintenance, first call for service issues, or all-day visits to sites. In the event the Equipment under this Agreement is reduced to where such a Project Manager is no longer reasonable, Contractor may remove such Project Manager upon thirty (30) days prior notice.
- 5.2.3 Contractor shall, as a minimum, provide on-site response service personnel at Facilities listed in Attachment A. Such service personnel shall be of a sufficient number so as to be available to provide maintenance and repair services to equipment located at Facilities.
- 5.2.4 Contractor Project Manager 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.
- 5.2.5 Contractor service personnel shall be appropriately licensed, certified, credentialed, and trained in accordance with Contractor requirement to perform the preventive maintenance and repair services hereunder and shall have, as a minimum, knowledge and

expertise in the following areas including but not limited to (as applicable):

- 5.2.5.1 Diagnosis and inspection of Equipment to determine maintenance and repair needs;
- 5.2.5.2 Routine cleaning and lubrication of Equipment as necessary; and
- 5.2.5.3 Electrical and safety inspection of Equipment as necessary.

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

#### 5.3 Risk Management Program

- 5.3.1 Contractor shall maintain an Equipment concern reporting program to identify, document, and resolve any incidents which have a safety concern.
- 5.3.2 The Facility Project Director, or Facility Project Manager, 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.
- 5.3.3 Any equipment, equipment component(s) or equipment part(s) involved in a medical incident shall be moved by Contractor and retained onsite until the equipment has been repaired and is ready for use.

#### 5.4 Reporting Responsibility

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall immediately contact the Facility Project Manager or his/her designee.

#### 5.5 Contractor's Office

Contractor shall maintain a centralized call center with a telephone where a manager can be reached upon request within a reasonable response time. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one (1) employee who can

respond to inquiries and complaints which may be received about the Contractor's performance of the Agreement. When the office is closed, the Contractor shall have the capability to receive messages and respond within two (2) hours after contact by County staff was made to Contractor.

## 5.6 Infection Control

- 5.6.1 Personnel shall strictly adhere to Infection Control and Employee Health Guidelines to prevent the transmission of infections and to assure prompt and appropriate treatment for employee exposure. If any Personnel is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to Facility's Employee Health and Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.
- 5.6.2 If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Personnel without the benefit of Personal Protective Equipment (PPE) during the usual incubation period for such infectious disease, Facility will report such occurrences to Contractor. Confirmation that an exposure occurred is made by Employee Health and Infection Control.
- 5.6.3 For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

## 6.0 ADDITION/DELETION OF FACILITIES AND EQUIPMENT

The Director or his/her designee may add County Facility(s) and related equipment as necessary to provide services or to assure that Facility(s) operations are maintained. All changes must be made in accordance with the Agreement, Sub-paragraph 8.1 Amendments. Individual items of Equipment sold (not including a general assignment of this Agreement) or scrapped by County may be deleted from coverage under this Agreement with at least 60 days' prior written notice to Contractor of the Equipment to be deleted and the effective date of such deletion, whereby Contractor will decrease the price established by the portion of the existing price allocated to the deleted Equipment. Pricing adjustments shall take effect on the latter of (a) the 60 days' notice, or (b) the date that the Equipment is actually sold or scrapped from clinical use. After the date of any price adjustment for Equipment deletion, neither party will have any further obligations under this Agreement for Service with respect to the deleted Equipment except for (i) payment obligations arising prior to the date of the price adjustment and (ii) obligations, promises, or covenants contained in this

Agreement that, by their terms, must extend beyond the date of the price adjustment.

## **7.0 QUALITY CONTROL**

- 7.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County has consistently high level of service throughout the term of the Agreement. The plan shall be submitted to the Facility Project Manager for review. The plan shall include, but may not be limited to, the following:
  - 7.2 Contractor's method of monitoring to ensure that Agreement requirements are being met;
  - 7.3 Contractor's procedures for conducting and maintaining complete records of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action;
  - 7.4 Contractor shall provide records of inspections and corrective actions to the County upon request.

## **8.0 QUALITY ASSURANCE PLAN**

The County will evaluate Contractor's performance under this Agreement using the quality assurance procedures as defined in the Agreement, Sub-paragraph 8.18, County's Quality Assurance Plan.

### **8.1 Contract Discrepancy Report**

- 8.1.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever an Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.
- 8.1.2 The Facility Project Monitor will determine whether a formal Contract Discrepancy Report (Attachment A-2) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility Project Monitor within five (5) workdays with a plan for correction of all deficiencies identified in the Contract Discrepancy Report.

### **8.2 County Observations**

In addition to departmental contracting staff, other County personnel may

observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

- 8.3 End of Life. If Contractor announces to its customers that it will no longer offer support for an Equipment or component ("End of Life"), then upon at least 12 months' prior written notice to County, Contractor may, at its option, remove any such item from this Agreement, with an appropriate decrease of charges, without otherwise affecting this Agreement. Contractor will use commercially reasonable efforts to continue its support obligations under the Agreement for any Equipment or component that is approaching its End of Life for as long as it is covered by the Agreement. Alternatively, the parties may agree to move such Equipment to a Contractor end of life offering if such offering is available for the specific Equipment.
- 8.4 Warranties. Contractor warrants that its Services will be performed by trained individuals in a professional, workman-like manner. Contractor will promptly re-perform any non-conforming Services for no charge as long as County provides reasonably prompt written notice to Contractor. Contractor may, at its sole discretion and subject to (i) availability; (ii) any applicable regulatory approvals; provide County with a comparable loaner system during periods of extended Service to the Contractor Equipment. Any part for which Contractor has supplied a replacement (excluding biomed parts, which shall be properly disposed of by County) shall become Contractor property.

## 9.0 EQUIPMENT PERFORMANCE STANDARDS

- 9.1 Except for Equipment noted as AssurePoint PM, AssurePoint Pro, AssurePoint Complete, EOSL or TiP, or any other partial service offering, Contractor shall guarantee performance uptime for Equipment at the percentage described below. The performance of each piece of equipment will be reviewed quarterly during each year the equipment is covered under this Agreement. Should a piece of Equipment fail to meet the uptime criteria in any calendar year, a credit for the particular item of Equipment based upon the service agreement price for the calendar year will be determined as follows:

| <u>Percent Less Than Uptime Commitment</u> | <u>Annual Price Credit</u> |
|--|----------------------------|
| 1-5%                                       | 5%                         |
| 5.1-10%                                    | 10%                        |
| >10%                                       | 15%                        |

- 9.2 Uptime percentage determination. The uptime percentage is determined

according to the following formula. Uptime percentage = (Uptime hours/Base hours) x 100. Base hours are the hours Equipment is covered under this Agreement (24 hours x 7 days x 365 days/year).

This remedy is County's sole and exclusive remedy for Contractor's failure to meet the specific uptime commitment.

- 9.3 The equipment shall be considered out-of-service if the equipment is inoperable and unusable or the County reasonably initiates down-time procedures due to lack of system or equipment functionality (in either case, not due to those items set forth in the definition of excluded services, or a force majeure event). Any credit for equipment downtime or out-of-services shall be applied to the following year's invoice.
- 9.4 The equipment is considered out-of-service when it is not functioning according to the material specification of the user manual. "In service" is defined as in use or in stand-by status available for use by County.
- 9.5 Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, time the equipment is not operable due to damage from misuse, operator error, inadequate environmental conditions including air conditioning, failure or fluctuations in County's electrical power supply, acts of God, strikes or fires, will also be excluded from these performance standards.
- 9.6 Contractor shall maintain a service record history specifying the time, date, and the causes of all unplanned equipment downtime.
- 9.7 County will review the performance of each piece of equipment to evaluation uptime performance standard for equipment items covered under this Agreement.

## COUNTY OF LOS ANGELES FACILITIES

| Facility   | Facility Billing Address  |
|--|---|
| <b>LAC+USC Medical Center (LAC+USC MC)</b>                       | LAC+USC Medical Center<br>Attn: Invoice Processing<br>P.O. Box 86601,<br>Los Angeles, CA 90031  |
| <b>Edward R. Roybal Comprehensive Health Center (Roybal CHC)</b> |   |
| <b>EL Monte Comprehensive Health Center (EL Monte CHC)</b>       |   |
| <b>H. Claude Hudson Comprehensive Health Center (Hudson CHC)</b> |   |
| <b>Harbor-UCLA Medical Center (H-UCLA MC)</b>                    | Harbor-UCLA Medical Center<br>Attn: General Accounting<br>Box 479, 1000 West Carson St.,<br>Building 3.5,<br>Torrance, CA 90509   |
| <b>Martin Luther King, Jr. Outpatient Center (MLK OC)</b>        |   |
| <b>High Desert Regional Health Center (High Desert RHC)</b>      | High Desert Regional Health Center<br>Expenditure Management<br>High Desert Regional Health Center<br>335 E Ave I<br>Lancaster, CA 93535  |
| <b>Olive View-UCLA Medical Center (OV-UCLA MC)</b>               | Olive View-UCLA Medical Center<br>Attn: Materials Management<br>14445 Olive View Drive,<br>Sylmar, CA 91342   |
| <b>Mid-Valley Comprehensive Health Center (Mid-Valley CHC)</b>   |   |
| <b>Rancho Los Amigos National Rehabilitation Center (RLANRC)</b> | Rancho Los Amigos National<br>Rehabilitation Center<br>Attn: Chief Financial Officer, Finance<br>Department<br>SSA Building - Room 2208,<br>7601 East Imperial Highway,<br>Downey, CA 90242 |

### CONTRACT DISCREPANCY REPORT

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATES:

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_ Action Completed: \_\_\_\_\_

#### DISCREPANCY PROBLEMS:

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Signature of County Representative \_\_\_\_\_ Date \_\_\_\_\_

#### CONTRACTOR RESPONSE: *(Cause and Corrective Action)*

Signature of Contractor Representative \_\_\_\_\_ Date \_\_\_\_\_

#### COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative \_\_\_\_\_ Date. \_\_\_\_\_

**COUNTY ACTIONS:** \_\_\_\_\_

#### CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**AGREEMENT FOR  
EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

**TABLE OF CONTENTS OF EXHIBITS**

**STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B EQUIPMENT LIST PRICING SCHEDULE
- C CONTRACTOR'S SCHEDULE (Intentionally Omitted)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**UNIQUE EXHIBITS**

- J BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY  
& ACCOUNTABILITY ACT OF 1996 (HIPAA)

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
Equipment List Pricing Schedule

| FACILITY   | ANNUAL COST |
|--|-------------|
| LAC+USC MEDICAL CENTER                           | 1,403,730   |
| HARBOR-UCLA MEDICAL CENTER                       | 578,166     |
| OLIVE VIEW-UCLA MEDICAL CENTER                   | 305,875     |
| RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER | 339,566     |
| MARTIN LUTHER KING, JR. OUTPATIENT CENTER        | 57,537      |
| HIGH DESERT REGIONAL HEALTH CENTER               | 10,364      |
| MID-VALLEY COMPREHENSIVE HEALTH CENTER           | 37,335      |
| H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER     | 48,917      |
| EL MONTE COMPREHENSIVE HEALTH CENTER             | 13,268      |
| EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER     | 13,268      |
| ANNUAL TOTAL OF ALL FACILITIES                   | 2,808,025   |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

**Definitions:**

|                 |   |
|-----------------|---|
| Full service    | All labor and parts included (Inclusions: Repair parts such as tubes, detector, image intensifiers, probes, etc.) |
| PM Only         | Preventative maintenance only included  |
| Partial/Limited | PM and labor included, no parts   |
| Basic           | Labor Only  |
| Training only   | 2 training days included annually   |

**Possible Exclusions:**

*The following list of exclusions identify possible exclusions based on the inventory provided. Coverage varies by system type and items may be covered as a separate line item or as part of the system offering. Product coverage detail available upon request.*

|                            |   |
|----------------------------|---|
| VCR                        |   |
| Printers                   |   |
| Peripheral devices         |   |
| Printers                   |   |
| Carts                      |   |
| Mobile Unit                |   |
| MTS/Cardiac                |   |
| Workstation                | Unless listed as a line item on Exhibit B |
| Uninterrupted Power Supply | Unless listed as a line item on Exhibit B |
| Battery Replacement        | Excluded for UPS systems                  |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

## FACILITY: LAC+USC MEDICAL CENTER

*Definitions:*

|                     |  |
|---------------------|--|
| Full service        | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc.) |
| PM Only             | Preventative maintenance only included   |
| Partial/Limited     | PM and labor included, no parts  |
| Basic               | Labor Only   |
| Training only       | 2 training days included annually  |
| Possible Exclusions |  |

| Equipment Description | Model Name                                | System ID/Serial# | Location/Room      | Department          | Equipment coverage | GE Offering name               | Annual Amount | Added    |
|-----------------------|---|-------------------|--------------------|---------------------|--------------------|--------------------------------|---------------|----------|
| DIGITAL DETECTOR      | TRAD - Tethered Detector                  | 323226RAD116TBD   | D&T 3E116          | RADIOLOGY           | Full Service       | AssurePoint Complete           | \$12,173      | 4/1/2018 |
| DIGITAL DETECTOR      | TRAD - Tethered Detector                  | 323226RAD119TBD   | IPT IR119          | RADIOLOGY           | Full Service       | AssurePoint Complete           | \$12,173      | 4/1/2018 |
| DIGITAL DETECTOR      | TRAD - Tethered Detector                  | 323226RAD122TBD   | D&T 3E122          | RADIOLOGY           | Full Service       | AssurePoint Complete           | \$12,173      | 4/1/2018 |
| DIGITAL DETECTOR      | TRAD - Tethered Detector                  | 323226RAD225TBD   | D&T 3E225          | RADIOLOGY           | Full Service       | AssurePoint Complete           | \$12,173      | 4/1/2018 |
| DIGITAL DETECTOR      | TRAD - Tethered Detector                  | 323226RADOP3TBD   | Clinic Tower 3B322 | RADIOLOGY           | Full Service       | AssurePoint Complete           | \$12,173      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 2 DET                     | 323226RAD116      | D&T 3E116          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$30,335      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 2 DET                     | 323226RAD119      | IPT IR119          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$30,335      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 2 DET                     | 323226RAD122      | D&T 3E122          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$30,335      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD126      | D&T 3E126          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD128      | D&T 3E128          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD212      | D&T 3E212          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD214      | D&T 3E214          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD218      | D&T 3E218          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD220      | D&T 3E220          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD223      | D&T 3E223          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 2 DET                     | 323226RAD225      | D&T 3E225          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$30,335      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD229      | D&T 3E229          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD231      | D&T 3E231          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD313      | D&T 3E313          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD315      | D&T 3E315          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RAD326      | D&T 3E326          | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RADOP1      | Clinic Tower 3B419 | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 1 DET                     | 323226RADOP2      | Clinic Tower 3B416 | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$28,987      | 4/1/2018 |
| DIGITAL RAD           | DEFINiUM 8000 - 2 DET                     | 323226RADOP3      | Clinic Tower 3B322 | RADIOLOGY           | Full Service       | AssurePoint Standard           | \$30,335      | 4/1/2018 |
| COMPACT ULTRASOUND    | LOGIQ e                                   | LE63485           |                    | Compact Ultrasound  | Full Service       | AssurePoint Standard           | \$6,300       | 4/1/2018 |
| COMPACT ULTRASOUND    | VOLUSON I                                 | VSI5061           | Room 3P111         | Room 3P111          | Full Service       | AssurePoint Standard           | \$5,952       | 4/1/2018 |
| HANDHELD ULTRASOUND   | Vscan                                     | VHO19338HZ        |                    | Handheld Ultrasound | Full Service       | AssurePoint Standard           | \$700         | 4/1/2018 |
| HANDHELD ULTRASOUND   | Vscan                                     | VHO1499759        |                    | Handheld Ultrasound | Full Service       | AssurePoint Standard           | \$700         | 4/1/2018 |
| HANDHELD ULTRASOUND   | Vscan                                     | VHO15664RC        |                    | Handheld Ultrasound | Full Service       | AssurePoint Standard           | \$700         | 4/1/2018 |
| HANDHELD ULTRASOUND   | Vscan                                     | VHO165175K        |                    | Handheld Ultrasound | Full Service       | AssurePoint Standard           | \$700         | 4/1/2018 |
| HANDHELD ULTRASOUND   | Vscan                                     | VHO18977VT        |                    | Handheld Ultrasound | Full Service       | AssurePoint Standard           | \$700         | 4/1/2018 |
| HANDHELD ULTRASOUND   | Vscan                                     | VHO19098RW        |                    | Handheld Ultrasound | Full Service       | AssurePoint Standard           | \$700         | 4/1/2018 |
| HANDHELD ULTRASOUND   | Vscan                                     | VHO19278ZL        |                    | Handheld Ultrasound | Full Service       | AssurePoint Standard           | \$700         | 4/1/2018 |
| HANDHELD ULTRASOUND   | Vscan                                     | VHO19337MB        |                    | Handheld Ultrasound | Full Service       | AssurePoint Standard           | \$700         | 4/1/2018 |
| HANDHELD ULTRASOUND   | Vscan                                     | VHO0417435        |                    | Handheld Ultrasound | Full Service       | AssurePoint Standard           | \$700         | 4/1/2018 |
| MR                    | 1.5T HDMR TWINSPEED                       | 323441MR1         | D&T 3D337          | MRI                 | Full Service       | AssurePoint Performance        | \$74,020      | 4/1/2018 |
| MR                    | 1.5T HDMR HISPEED, ECHOSPEED (NON-MOBILE) | 323441MR2         | D&T 3D417          | MRI                 | Full Service       | AssurePoint Performance        | \$74,020      | 4/1/2018 |
| MR                    | 1.5T HDMR HISPEED, ECHOSPEED (NON-MOBILE) | 323441MR3         | D&T 3D228          | MRI                 | Full Service       | AssurePoint Performance        | \$74,020      | 4/1/2018 |
| MR MAGNET AND CRYOGEN | MR MAGNET MAINTENANCE AND CRYOGEN         | 323441MR1CRYO     | D&T 3D337          | MRI                 | Full Service       | Magnet Maintenance and Cryogen | \$22,116      | 4/1/2018 |
| MR MAGNET AND CRYOGEN | MR MAGNET MAINTENANCE AND CRYOGEN         | 323441MR2CRYO     | D&T 3D417          | MRI                 | Full Service       | Magnet Maintenance and Cryogen | \$22,116      | 4/1/2018 |
| MR MAGNET AND CRYOGEN | MR MAGNET MAINTENANCE AND CRYOGEN         | 323441MR3CRYO     | D&T 3D228          | MRI                 | Full Service       | Magnet Maintenance and Cryogen | \$22,116      | 4/1/2018 |

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| Basic               | Labor Only   |
| Training only       | 2 training days included annually  |
| Possible Exclusions |  |

| Equipment Description    | Model Name                          | System ID/Serial# | Location/Room        | Department           | Equipment coverage | GE Offering name        | Annual Amount | Added    |
|--------------------------|-------------------------------------|-------------------|----------------------|----------------------|--------------------|-------------------------|---------------|----------|
| MULTISLICE CT            | LIGHTSPEED RT (4 SLICE)             | 323441RT          | Clinic Tower 1A311   | Radiation Oncology   | Full Service       | AssurePoint Performance | \$54,784      | 4/1/2018 |
| PORTABLE XRAY            | AMX4+ AND PRIOR                     | 323226A106        | Rand Schrader Clinic | Rand Schrader Clinic | Full Service       | AssurePoint Standard    | \$3,481       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO22021038       |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27714074       |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27714043       |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27714081       |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27708020       |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27708061       |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27709023       |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27709031       |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27725014       | D&T 1D321            | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27725029       | D&T 3C427            | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| PROBE CLEANER            | TROPHON                             | TRO27716055       | D&T 3C427            | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$1,080       | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ P5 PREMIUM                    | TBD1004           |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ P5 PREMIUM                    | TBD1005           |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ E9 R4/R5                      | LE9126272         | D&T 3C433            | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$13,268      | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ E9 R4/R5                      | LE9128931         | D&T 3C440            | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$13,268      | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ E9 R4/R5                      | LE9128932         | D&T 3C426            | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$13,268      | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ E9 R4/R5                      | LE9128939         | D&T 3C436            | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$13,268      | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ E9 R4/R5 & ABOVE              | LE9132859         |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$13,268      | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ P5 PREMIUM                    | LP581419          | 58814SU4             | LABOR & DELIVERY     | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ P5 PREMIUM                    | LP579218          | 81455SU8             | LABOR & DELIVERY     | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ P5 PREMIUM                    | LP581413          | 79218SU4             | LABOR & DELIVERY     | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ E9 R4/R5 & ABOVE              | TBD1007           |                      | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$13,268      | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ E9 R4/R5 & ABOVE              | LE9200290         | D&T 3C437            | ULTRASOUND           | Full Service       | AssurePoint Standard    | \$13,268      | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ P5 PREMIUM                    | LP581455          | 81413SU7             | WOMEN'S CLINIC       | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| RADIOLOGY ULTRASOUND     | LOGIQ P5 PREMIUM                    | LP558814          | 18143SO7             | WOMEN'S CLINIC       | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| ULTRASOUND               | LOGIQ A5                            | LA580632          | 814095L5             | LABOR & DELIVERY     | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| ULTRASOUND               | KRETZ V730 EXPERT                   | TBD1006           |                      | WOMEN'S CLINIC       | Full Service       | AssurePoint Standard    | \$12,771      | 4/1/2018 |
| ULTRASOUND               | VOLUSON E8                          | K803918           | D03918               | OB/GYN               | Full Service       | AssurePoint Standard    | \$13,064      | 4/1/2018 |
| ULTRASOUND               | VOLUSON E6                          | K659894           | D59894               | WOMEN'S CLINIC       | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| ULTRASOUND               | LOGIQ A5                            | LA581409          | 80632SU3             | WOMEN'S CLINIC       | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| ULTRASOUND               | KRETZ V730 EXPERT                   | K7E12132          | A12132               | WOMEN'S CLINIC       | Full Service       | AssurePoint EOPL        | \$17,550      | 4/1/2018 |
| WOMENS HEALTH ULTRASOUND | LOGIQ P6 PRO                        | LP6P214718        | Room 3M104A          |                      | Full Service       | AssurePoint Standard    | \$6,300       | 4/1/2018 |
| WORKSTATION              | ADVANTAGE WORKSTATION 4.1 AND PRIOR | 323441AW          | Clinic Tower         | Radiation Oncology   | Full Service       | AssurePoint Standard    | \$3,481       | 4/1/2018 |
| WORKSTATION              | ADVANTAGE WORKSTATION 4.3           | 323441AWMR        | D&T 3F216            | MRI                  | Full Service       | AssurePoint Standard    | \$3,481       | 4/1/2018 |
| Anesthesia               | Aestiva MRI                         | AMTL00294         |                      | Anesthesia           | Full service       | AssurePoint Standard    | \$1,512       | 4/1/2018 |
| Anesthesia               | Aespire                             | AMXS01198         |                      | Anesthesia           | Full service       | AssurePoint Standard    | \$1,336       | 4/1/2018 |
| Anesthesia               | Aisys CS2                           | APWT00589         |                      | Anesthesia           | Full service       | AssurePoint Standard    | \$2,041       | 4/1/2018 |
| Anesthesia               | Aisys CS2                           | APWT00590         |                      | Anesthesia           | Full service       | AssurePoint Standard    | \$2,041       | 4/1/2018 |
| Anesthesia               | Aisys CS2                           | APWT00591         |                      | Anesthesia           | Full service       | AssurePoint Standard    | \$2,041       | 4/1/2018 |
| Anesthesia               | Aisys CS2                           | APWT00592         |                      | Anesthesia           | Full service       | AssurePoint Standard    | \$2,041       | 4/1/2018 |
| Anesthesia               | Aisys CS2                           | APWT00603         |                      | Anesthesia           | Full service       | AssurePoint Standard    | \$2,041       | 4/1/2018 |
| Anesthesia               | Aisys CS2                           | APWT00977         |                      | Anesthesia           | Full service       | AssurePoint Standard    | \$2,041       | 4/1/2018 |

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| Partial/Limited     | PM and labor included, no parts  |
| Basic               | Labor Only   |
| Training only       | 2 training days included annually  |
| Possible Exclusions |  |

| Equipment Description | Model Name                 | System ID/Serial# | Location/Room | Department | Equipment coverage | GE Offering name     | Annual Amount | Added    |
|-----------------------|----------------------------|-------------------|---------------|------------|--------------------|----------------------|---------------|----------|
| Anesthesia            | Aisys CS2                  | APWT00978         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01486         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01487         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01488         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01489         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01490         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01491         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01492         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01493         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01494         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWU01495         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00633         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00634         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00635         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00636         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00637         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00638         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00639         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00856         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00857         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00858         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00859         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00860         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00861         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00862         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APVV00863         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWW00649         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWW00646         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWW00648         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Anesthesia            | Aisys CS2                  | APWW00647         |               | Anesthesia | Full service       | AssurePoint Standard | \$2,041       | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA14233947GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA14233956GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA14233958GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA14243978GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA14243980GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA14243982GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA14284273GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA15290597SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA15290599SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA15290600SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA15290601SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA15290602SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA15290603SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU | SKA15290605SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |

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| Full service        | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc.) |
| PM Only             | Preventative maintenance only included   |
| Partial/Limited     | PM and labor included, no parts  |
| Basic               | Labor Only   |
| Training only       | 2 training days included annually  |
| Possible Exclusions |  |

| Equipment Description | Model Name                      | System ID/Serial# | Location/Room | Department | Equipment coverage | GE Offering name     | Annual Amount | Added    |
|-----------------------|---------------------------------|-------------------|---------------|------------|--------------------|----------------------|---------------|----------|
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA15290606SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA15290607SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA15290609SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16136092SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16136098SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16136141SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16136145SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16136166SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16136177SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16136179SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16177889SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16177945SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16177951SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16177953SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16177959SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16177961SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16177963SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16177979SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA17120047SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA17120048SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA17120049SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA17120050SA     |               | Anesthesia | Full service       | AssurePoint Standard | \$596         | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTO121K1818       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTO121K1874       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTO121K1961       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTO121K1965       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTO121K1984       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTO121K1987       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTO121K1991       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0700       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0710       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0813       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0843       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0875       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0898       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0932       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0948       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0983       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP101K0990       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP271K3140       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP441K5443       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP441K5484       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP441K5521       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTP441K5527       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

## FACILITY: LAC+USC MEDICAL CENTER

*Definitions:*

|                     |  |
|---------------------|--|
| Full service        | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc.) |
| PM Only             | Preventative maintenance only included   |
| Partial/Limited     | PM and labor included, no parts  |
| Basic               | Labor Only   |
| Training only       | 2 training days included annually  |
| Possible Exclusions |  |

| Equipment Description | Model Name                            | System ID/Serial# | Location/Room | Department | Equipment coverage | GE Offering name     | Annual Amount | Added    |
|-----------------------|---------------------------------------|-------------------|---------------|------------|--------------------|----------------------|---------------|----------|
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP441K5535       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP441K5638       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP491K6555       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP491K6567       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP531K7029       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP531K7030       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP531K7031       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP531K7037       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP531K7046       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTP531K7047       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTQ401K4406       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTQ231K3132       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTQ061K0472       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY       | DTQ401K4564       |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15400040HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15400046HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15410024HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15410026HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15430003HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15430006HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15430009HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF14063098HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF14063118HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF14083908HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF14083909HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF14083915HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF14083916HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF14083920HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15145305HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15145306HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15145307HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15145308HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15145309HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15156699HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15155700HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15155702HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15155703HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15155706HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15320043HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15500006HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15500042HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15500043HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15500050HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15500053HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

## FACILITY: LAC+USC MEDICAL CENTER

*Definitions:*

|                     |  |
|---------------------|--|
| Full service        | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc.) |
| PM Only             | Preventative maintenance only included   |
| Partial/Limited     | PM and labor included, no parts  |
| Basic               | Labor Only   |
| Training only       | 2 training days included annually  |
| Possible Exclusions |  |

| Equipment Description | Model Name                            | System ID/Serial# | Location/Room | Department | Equipment coverage | GE Offering name     | Annual Amount | Added    |
|-----------------------|---------------------------------------|-------------------|---------------|------------|--------------------|----------------------|---------------|----------|
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15500054HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF15510022HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF16420001HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF16420027HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF16420008hx     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY FRAME | SEF16420028HX     |               | Anesthesia | Full service       | AssurePoint Standard | \$0           | 4/1/2018 |
| Monitors              | B850 Printer                          | A1929090          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1929091          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1929092          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1929094          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1929189          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1930799          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1930829          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1930831          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1930832          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1968879          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1970284          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1976859          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1976861          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1976916          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1991829          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1993486          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1993509          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1993555          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1993628          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1993651          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | RPV14246032GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | RPV14246046GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | RPV14246048GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | RPV14246049GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | RPV14246052GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | RPV14246053GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | RPV14246093GA     |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1968865          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1976892          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1993615          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1993627          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A1929157          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A2056890          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A2056887          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A2056854          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A2056893          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A2056864          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |
| Monitors              | B850 Printer                          | A2056885          |               | Anesthesia | Full service       | AssurePoint Standard | \$176         | 4/1/2018 |

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## FACILITY: LAC+USC MEDICAL CENTER

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| Basic               | Labor Only   |
| Training only       | 2 training days included annually  |
| Possible Exclusions |  |

| Equipment Description | Model Name                    | System ID/Serial#                          | Location/Room | Department | Equipment coverage | GE Offering name                         | Annual Amount | Added    |
|-----------------------|-------------------------------|--|---------------|------------|--------------------|--|---------------|----------|
| TESTING               | TRACE GAS ANALYSIS            | Trace Gas Testing, Qty 34: QTY34_1538591TG |               | Anesthesia | Labor Only         | Assurepoint Basic                        | \$4,896       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA314212215GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA314212221GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA314212230GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA314212237GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA314212245GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA314212247GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA314212249GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA314212251GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315270904GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315270915GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315270922GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315270927GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315270995GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315271003GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315271022GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315271023GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315271041GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA315271047GA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316129126SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316129167SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316129172SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316129175SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316129178SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316129186SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316129192SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316129210SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316160660SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316171226SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316171227SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316171231SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316171269SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316171291SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316171298SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA316171321SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA317120112SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA317120139SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA317120135SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE | SA317120063SA                              |               | Anesthesia | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE          | SGS15240004HA                              |               | Anesthesia | Full service       | Assurepoint Return to Repair Center      | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE          | SGS15260008HA                              |               | Anesthesia | Full service       | Assurepoint Return to Repair Center      | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE          | SGS17030026HA                              |               | Anesthesia | Full service       | Assurepoint Return to Repair Center      | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE          | SGS17030033HA                              |               | Anesthesia | Full service       | Assurepoint Return to Repair Center      | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE          | SGS17030032HA                              |               | Anesthesia | Full service       | Assurepoint Return to Repair Center      | \$487         | 4/1/2018 |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

## FACILITY: LAC+USC MEDICAL CENTER

*Definitions:*

|                     |  |
|---------------------|--|
| Full service        | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc.) |
| PM Only             | Preventative maintenance only included   |
| Partial/Limited     | PM and labor included, no parts  |
| Basic               | Labor Only   |
| Training only       | 2 training days included annually  |
| Possible Exclusions |  |

| Equipment Description | Model Name                                  | System ID/Serial# | Location/Room | Department | Equipment coverage | GE Offering name                    | Annual Amount | Added    |
|-----------------------|---|-------------------|---------------|------------|--------------------|-------------------------------------|---------------|----------|
| Modules               | E-BIS-01, BIS MODULE                        | SGS17030029HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15210034HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15210054HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15230019HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15230020HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15240005HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15240008HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15240030HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15240031HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15260001HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15260002HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15260003HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15260004HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15260006HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15260007HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS15260009HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16010018HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16010019HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16010030HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16010031HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16080014HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16080033HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16080034HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16130015HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16130016HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16130019HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16130034HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16130036HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16130040HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16130041HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-BIS-01, BIS MODULE                        | SGS16130043HA     |               | Anesthesia | Full service       | Assurepoint Return to Repair Center | \$487         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14063134HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14063139HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14063149HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14149063HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14149093HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14149268HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14159391HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14159491HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV15124077HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV15200004HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV15200008HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV15200014HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |
| Modules               | E-SCAIO-00, RESPIRATORY MODULE, ENGLISH USA | SGV15200032HA     |               | Anesthesia | Full service       | AssurePoint Standard                | \$622         | 4/1/2018 |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
Equipment List Pricing Schedule

FACILITY: LAC+USC MEDICAL CENTER

### Definitions:

|                     |  |
|---------------------|--|
| Full service        | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc.) |
| PM Only             | Preventative maintenance only included   |
| Partial/Limited     | PM and labor included, no parts  |
| Basic               | Labor Only   |
| Training only       | 2 training days included annually  |
| Possible Exclusions |  |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

FACILITY: HARBOR-UCLA MEDICAL CENTER

Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Training only   | 2 training days included annually  |

| Equipment Description | Model Name   | System ID       | Serial#               | Department/Loc            | Equipment coverage    | GE Offering name     | Annual Amount        | Added     |           |
|-----------------------|--|-----------------|-----------------------|---------------------------|-----------------------|----------------------|----------------------|-----------|-----------|
| C-ARM                 | OEC SERIES 9900 ELITE                                | E2-3026         | T:E2-3026 A:D323324   | Radiology                 | Full Service          | AssurePoint Standard | \$13,000             | 4/1/2018  |           |
| C-ARM                 | OEC SERIES 9900 ELITE                                | E2-3028         | T:E2-3028 A:13E070D   | Radiology                 | Full Service          | AssurePoint Standard | \$13,000             | 4/1/2018  |           |
| C-ARM                 | OEC SERIES 9900 Motorized MTS/CARDIAC                | E2-3607         | T:E2-3607 A:13E14D    | Radiology                 | Full Service          | AssurePoint Standard | \$13,000             | 4/1/2018  |           |
| C-ARM                 | OEC SERIES 9900 Motorized MTS/CARDIAC                | E2-3608         | T:E2-3608 A:13E070D   | Radiology                 | Full Service          | AssurePoint Standard | \$13,000             | 4/1/2018  |           |
| C-ARM                 | OEC SERIES 9900 Motorized MTS/CARDIAC                | E2-3609         | T:E2-3609 A:D325351   | Radiology                 | Full Service          | AssurePoint Standard | \$13,000             | 4/1/2018  |           |
| C-ARM                 | OEC SERIES 9900 Motorized MTS/CARDIAC                | E2-3610         | T:E2-3610 A:325354    | Radiology                 | Full Service          | AssurePoint Standard | \$13,000             | 4/1/2018  |           |
| C-ARM                 | OEC SERIES 9900 ELITE                                | E2-3611         | T:E2-3611 A:325342    | Radiology                 | Full Service          | AssurePoint Standard | \$13,000             | 4/1/2018  |           |
| C-ARM                 | OEC SERIES 9900 Motorized MTS/CARDIAC                | E2-3612         | T:E2-3612 A:13E175D   | Radiology                 | Full Service          | AssurePoint Standard | \$13,000             | 4/1/2018  |           |
| C-ARM                 | OEC SERIES 9900 Motorized MTS/CARDIAC                | E2-3614         | T:E2-3614 A:D325091   | Radiology 2W 40           | Full Service          | AssurePoint Standard | \$13,000             | 4/1/2018  |           |
| COMPACT ULTRASOUND    | VOLUSON I  | VSI04086        | VSIO4086              | Room 7E-6                 | Full Service          | AssurePoint Standard | \$6,300              | 4/1/2018  |           |
|                       |  | 310222FP1       |                       |                           |                       |                      |                      |           |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector (component)     | 310222XR656H21  |                       | Radiology                 | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector                 | 310222FP2       | UA4584-6              | Radiology                 | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector                 | 310222XRFP1     | 1030916WK7/UA4539 4-2 | Radiology SE 1H21 (ED)    | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector                 | 310222XRFP2     | 1030916WK8/UA4550 7-3 | Radiology SE H22-XRI (ED) | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL RAD           | DISCOVERY XR656 2-D Shared                           | 310222XR656H22  | 1030916WK9            | Radiology SE H22XR1       | Full Service          | AssurePoint Standard | \$24,597             | 4/1/2018  |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector                 | 310222PORTDR1FP | UA46986-3             | Radiology                 | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector                 | 310222PORTDR2FP | 121845                |                           | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector                 | 310222DT3       | UA45765-7             | Radiology                 | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector                 | 310222DT4       | UA46844-5             | Radiology                 | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector                 | 310222DT5       | UA46565-8             | Radiology                 | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector                 | 310222DT6       | UA46523-4             | Radiology                 | Full Service          | AssurePoint Complete | \$17,360             | 4/1/2018  |           |
| DIGITAL PORTABLE XRAY | OPTIMA XR220AMX - DIGITAL MOBILE X-RAY SYSTEM (pure) | 310222PORTDR1   | 12M533                | ED #1                     | Full Service          | AssurePoint Standard | \$6,300              | 4/1/2018  |           |
| DIGITAL PORTABLE XRAY | OPTIMA XR220AMX - DIGITAL MOBILE X-RAY SYSTEM (pure) | 310222PORTDR2   | 121845                | SE ED                     | Full Service          | AssurePoint Standard | \$6,300              | 4/1/2018  |           |
| DIGITAL PORTABLE XRAY | OPTIMA XR220AMX - DIGITAL MOBILE X-RAY SYSTEM (pure) | 310322ERD7      | 14E826                | ER                        | Full Service          | AssurePoint Standard | \$6,300              | 4/1/2018  |           |
| DIGITAL PORTABLE XRAY | OPTIMA XR220AMX - DIGITAL MOBILE X-RAY SYSTEM (pure) | 310222PODR3     | 14B847                | Radiology 2W-R7           | Full Service          | AssurePoint Standard | \$6,300              | 4/1/2018  |           |
| DIGITAL PORTABLE XRAY | OPTIMA XR220AMX - DIGITAL MOBILE X-RAY SYSTEM (pure) | 310222PODR4     | 14D1043               | 2W RM #4                  | Full Service          | AssurePoint Standard | \$6,300              | 4/1/2018  |           |
| DIGITAL PORTABLE XRAY | OPTIMA XR220AMX - DIGITAL MOBILE X-RAY SYSTEM (pure) | 310222PODR5     | 14D1042               | Radiology                 | Full Service          | AssurePoint Standard | \$6,300              | 4/1/2018  |           |
| DIGITAL PORTABLE XRAY | OPTIMA XR220AMX - DIGITAL MOBILE X-RAY SYSTEM (pure) | 310222PODR6     | 14D398                | 2W RM #6                  | Full Service          | AssurePoint Standard | \$6,300              | 4/1/2018  |           |
| DIGITAL RAD           | DISCOVERY XR656 2-D Shared                           | 310222XR656H21  | (component)           | Radiology                 | Full Service          | AssurePoint Standard | \$24,597             | 4/1/2018  |           |
| HANDHELD ULTRASOUND   | Vscan  | VH010825IK      | VH010825IK            | 4W CCU NS drawer          | Full Service          | AssurePoint Standard | \$700                | 5/1/2018  |           |
| HANDHELD ULTRASOUND   | Vscan  |                 |                       | Bay Harbor Dr. Ofc A      |                       |                      |                      |           |           |
| HANDHELD ULTRASOUND   | Vscan  |                 | VH120296YJ            | VH120296YJ                | side                  | Full Service         | AssurePoint Standard | \$700     | 5/1/2018  |
| HANDHELD ULTRASOUND   | Vscan  |                 | VH122474KP            | VH122474KP                | B 255 Dr. Ofc         | Full Service         | AssurePoint Standard | \$700     | 9/19/2020 |
| HANDHELD ULTRASOUND   | Vscan  |                 | VH122486BG            | VH122486BG                | Urgent Care 102-16    | Full Service         | AssurePoint Standard | \$700     | 9/19/2020 |
| HANDHELD ULTRASOUND   | Vscan  |                 | VH120291YQ            | VH120291YQ                | 5W ICU MED ROOM       | Full Service         | AssurePoint Standard | \$700     | 5/1/2018  |
| HANDHELD ULTRASOUND   | Vscan  |                 | VH121928UX            | VH121928UX                | Bay Harbor Ns. Stn. B | Full Service         | AssurePoint Standard | \$700     | 2/7/2020  |
| HANDHELD ULTRASOUND   | Vscan  |                 | VH122082ZA            | VH122082ZA                | Bay Harbor Dr. Ofc B  |                      |                      |           |           |
| HANDHELD ULTRASOUND   | Vscan  |                 | VH010714GU            | VH010714GU                | side                  | Full Service         | AssurePoint Standard | \$700     | 2/7/2020  |
| NM WORKSTATION SERVER | XELERIS 4 SERVER                                     | 310222NMXEL4    | 310222NMXEL4          | Nuclear Medicine          | Full Service          | AssurePoint Standard | \$6,300              | 7/26/2018 |           |

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 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

FACILITY: HARBOR-UCLA MEDICAL CENTER

Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Training only   | 2 training days included annually  |

| Equipment Description       | Model Name   | System ID   | Serial#          | Department/Loc       | Equipment coverage | GE Offering name           | Annual Amount    | Added     |
|-----------------------------|--|-------------|------------------|----------------------|--------------------|----------------------------|------------------|-----------|
| NUC MED                     | OPTIMA NM/CT 640   | 310222NM640 | 310222NM640      | Nuclear Medicine     | Full Service       | AssurePoint Standard       | \$41,607         | 7/26/2018 |
| PROBE CLEANER               | TROPHON  | TRO21945030 | 21945-030        | B157                 | Full Service       | AssurePoint Standard       | \$1,080          | 4/1/2018  |
| PROBE CLEANER               | TROPHON  | TRO27718026 | 27718-026        | B153                 | Full Service       | AssurePoint Standard       | \$1,080          | 4/1/2018  |
| PROBE CLEANER               | TROPHON  | TRO52379015 | 52379-015        | SE 1H19(ED)          | Full Service       | AssurePoint Standard       | \$1,080          | 4/1/2018  |
| PROBE CLEANER               | TROPHON  | TRO20125066 | TRO20125066      | B154                 | Full Service       | AssurePoint Standard       | \$1,080          | 4/1/2018  |
| PROBE CLEANER               | TROPHON  | TRO26323067 | *64246-040       | B154                 | Full Service       | AssurePoint Standard       | \$1,080          | 4/1/2018  |
| RADIOLOGY ULTRASOUND        | LOGIQ E BT12   | LE251867    | *427923WX8       | BAY HARBOR 1st floor | Full Service       | AssurePoint Standard       | \$6,300          | 4/1/2018  |
| RADIOLOGY ULTRASOUND        | LOGIQ E9 R4  | LE9127445   | H4913Z/5205000-7 | B153                 | Full Service       | AssurePoint Standard       | \$13,268         | 4/1/2018  |
| RADIOLOGY ULTRASOUND        | LOGIQ E9 R4  | LE9127449   | 127449-U57       | B157                 | Full Service       | AssurePoint Standard       | \$13,268         | 4/1/2018  |
| RADIOLOGY ULTRASOUND        | LOGIQ E9 R4  | LE9120842   | 120842-US0       | B153                 | Full Service       | AssurePoint Standard       | \$13,268         | 4/1/2018  |
| RADIOLOGY ULTRASOUND        | LOGIQ S7 R2/R3 EXPERT  | LS7E296297  | LS7E296297       | 2W10                 | Full Service       | AssurePoint Standard       | \$6,300          | 4/1/2018  |
| RADIOLOGY ULTRASOUND        | LOGIQ S7 R2/R3 EXPERT  | LS7E500675  | LS7E500675       | 2W41                 | Full Service       | AssurePoint Standard       | \$6,300          | 4/1/2018  |
| RADIOLOGY ULTRASOUND        | LOGIQ E9 R4/RS & ABOVE   | LE9200220   | LE9200220        | SE1H19               | Full Service       | AssurePoint Standard       | \$13,268         | 4/1/2018  |
| TRAINING DAYS               | CUSTOMER LEVEL OFFERING (POOL OF DAYS, STANDALONE TIP, TECH LIFECYCLE, TIP ED ONLINE, TIP NURSING LIBRARY) | HARBORTIP   |                  | Radiology            | Training only      | TiP Lifecycle Pool of Days | \$6,300          | 4/1/2018  |
| ULTRASOUND                  | KRETZV730 PRO  | K7PR25011   | K7PR25011        | 7W ROOM 2            | Full Service       | AssurePoint Standard       | \$12,529         | 4/1/2018  |
| ULTRASOUND                  | VOLUSON E6   | K659905     | K659905          | MFI-1000             | Full Service       | AssurePoint Standard       | \$6,300          | 4/1/2018  |
| ULTRASOUND                  | VOLUSON S6   | KS6244381   | 244381-SU0       | OB/GYN 4C RM 30      | Full Service       | AssurePoint Standard       | \$6,300          | 4/1/2018  |
| ULTRASOUND                  | VOLUSON S8   | KS8251691   | 500035-SU2       | B157                 | Full Service       | AssurePoint Standard       | \$6,300          | 4/1/2018  |
| ULTRASOUND                  | VOLUSON E8   | K8E21390    | K8E21390         | MFI-1000             | Full Service       | AssurePoint Standard       | \$13,064         | 4/1/2018  |
| ULTRASOUND                  | VOLUSON S8   | KS8249628   | (KS8) 249628-SU9 | Room 7E-15           | Full Service       | AssurePoint Standard       | \$6,300          | 4/1/2018  |
| <b>TOTAL HARBOR-UCLA MC</b> |  |             |                  |                      |                    |                            | <b>\$578,166</b> |           |

## GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY

## PREVENTIVE MAINTENANCE AND REPAIR SERVICES

## Equipment List Pricing Schedule

## FACILITY: OLIVE VIEW-UCLA MEDICAL CENTER

Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Training only   | 2 training days included annually  |

| Equipment Description | Model Name                              | System ID/Serial# | Alternate ID# | Department            | Equipment coverage | GE Offering name     | Annual Amount                   | Added            |
|-----------------------|---|-------------------|---------------|-----------------------|--------------------|----------------------|---------------------------------|------------------|
| BONE DENSITOMETERS    | PRODIGY                                 | DF+13649          | 63621         | Radiology             | Full Service       | AssurePoint Standard | \$3,481                         | 4/1/2018         |
| C-ARM                 | OEC SERIES 9800                         | OEC893216         | 893216        | Radiology             | Full Service       | AssurePoint Standard | \$13,000                        | 4/1/2018         |
| C-ARM                 | OEC SERIES 9800                         | OEC893219         | 893219        | Radiology             | Full Service       | AssurePoint Standard | \$13,000                        | 4/1/2018         |
| COMPACT ULTRASOUND    | VOLUSON I                               | VSI04084          |               | Fetal Assessment      | Full Service       | AssurePoint Standard | \$6,300                         | 4/1/2018         |
| DIGITAL DETECTOR      | TRAD - Tethered Detector                | 818364ERTBD       |               | ER                    | Full Service       | AssurePoint Complete | \$12,173                        | 4/1/2018         |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector    | 818364WDR1        |               | Radiology             | Full Service       | AssurePoint Complete | \$17,360                        | 4/1/2018         |
| DIGITAL DETECTOR      | FlashPad - Digital Wireless Detector    | 818364WDR3        |               | Radiology             | Full Service       | AssurePoint Complete | \$17,360                        | 4/1/2018         |
| DIGITAL FLUOROSCOPY   | PRECISION 500D                          | 818364R1          | 1024911WK8    | Radiology             | Full Service       | AssurePoint Standard | \$26,975                        | 4/1/2018         |
| DIGITAL FLUOROSCOPY   | PRECISION 500D                          | 818364R3          |               | Radiology             | Full Service       | AssurePoint Standard | \$26,975                        | 4/1/2018         |
| DIGITAL MAMMO         | SENOGRAPHES ESSENTIAL FFDM (NON-MOBILE) | 818364OVES        |               | Mammography           | Full Service       | AssurePoint Standard | \$39,147                        | 4/1/2018         |
| DIGITAL RAD           | DISCOVERY XR650 2-D                     | 818364ER          | 1024293WK1    | Radiology             | Full Service       | AssurePoint Standard | \$28,099                        | 4/1/2018         |
| MAMMO WORKSTATION     | IDI READING WORKSTATION                 | 818364IDI         |               | Mammography           | Full Service       | AssurePoint Standard | \$6,365                         | 4/1/2018         |
| MAMMO WORKSTATION     | IDI READING WORKSTATION                 | 818364OVSH        |               | Mammography           | Full Service       | AssurePoint Standard | \$6,365                         | 4/1/2018         |
| PROBE CLEANER         | TROPHON                                 | TRO20125018       |               | Clinic D              | Full Service       | AssurePoint Standard | \$1,080                         | 4/1/2018         |
| PROBE CLEANER         | TROPHON                                 | TRO24266065       |               | Fetal Assesment       | Full Service       | AssurePoint Standard | \$1,080                         | 4/1/2018         |
| PROBE CLEANER         | TROPHON                                 | TRO24266066       |               | Clinic D              | Full Service       | AssurePoint Standard | \$1,080                         | 4/1/2018         |
| PROBE CLEANER         | TROPHON                                 | TRO27714058       |               | Fetal Assesment       | Full Service       | AssurePoint Standard | \$1,080                         | 4/1/2018         |
| PROBE CLEANER         | TROPHON                                 | TRO28994038       |               | Mid Valley Clinic     | Full Service       | AssurePoint Standard | \$1,080                         | 4/1/2018         |
| PROBE CLEANER         | TROPHON                                 | TRO28995019       |               | Ultrasound            | Full Service       | AssurePoint Standard | \$1,080                         | 4/1/2018         |
| PROBE CLEANER         | TROPHON                                 | TRO34291046       |               | Ultrasound            | Full Service       | AssurePoint Standard | \$1,080                         | 4/1/2018         |
| PROBE CLEANER         | TROPHON                                 | TRO34291050       |               | ER Dept               | Full Service       | AssurePoint Standard | \$1,080                         | 4/1/2018         |
| PROBE CLEANER         | TROPHON                                 | TRO64598008       |               | N. Annex Building Rm. | Full Service       | AssurePoint Standard | \$1,080                         | 4/1/2018         |
| RADIOLOGY ULTRASOUND  | LOGIQ E9                                | LE9106780         |               | Ultrasound            | Full Service       | AssurePoint Standard | \$13,268                        | 4/1/2018         |
| RADIOLOGY ULTRASOUND  | LOGIQ E9                                | LE9107729         |               | Ultrasound            | Full Service       | AssurePoint Standard | \$13,268                        | 4/1/2018         |
| ULTRASOUND            | VOLUSON E8                              | K8E21437          |               | L+D                   | Full Service       | AssurePoint Standard | \$13,064                        | 4/1/2018         |
| ULTRASOUND            | VOLUSON E8                              | K8E21356          |               | Fetal Assesment       | Full Service       | AssurePoint Standard | \$13,064                        | 4/1/2018         |
| ULTRASOUND            | VOLUSON S6                              | KS6246351         |               | L+D                   | Full Service       | AssurePoint Standard | \$6,300                         | 4/1/2018         |
| ULTRASOUND            | VOLUSON E6                              | K659805           |               | Clinic D              | Full Service       | AssurePoint Standard | \$6,300                         | 4/1/2018         |
| ULTRASOUND            | VOLUSON E8                              | K8E16731          |               | Clinic D              | Full Service       | AssurePoint Standard | \$14,291                        | 4/1/2018         |
|                       |   |                   |               |                       |                    |                      |                                 |                  |
|                       |   |                   |               |                       |                    |                      | <b>TOTAL OLIVE VIEW-UCLA MC</b> | <b>\$305,875</b> |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

## FACILITY: RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Basic           | Labor Only   |
| Training only   | 2 training days included annually  |

| Equipment Description | Model Name                      | System ID/Serial# | Alternate ID# | Department      | Equipment coverage | GE Offering name                         | Annual Amount | Add:      |
|-----------------------|---------------------------------|-------------------|---------------|-----------------|--------------------|--|---------------|-----------|
| C-ARM                 | OEC SERIES 9900 ELITE           | E2-4173           | E2-4173       | Radiology       | Full Service       | AssurePoint Standard                     | \$13,000      | 4/1/2018  |
| C-ARM                 | OEC SERIES 9900 ELITE           | E9-0231           | E9-0231       | Radiology       | Full Service       | AssurePoint Standard                     | \$13,000      | 4/1/2018  |
| MULTISLICE CT         | REVOLUTION EVO EL/EX/ES         | 562385EVO         |               | Warranty        | Full Service       | AssurePoint Standard                     | \$93,626      | 8/28/2018 |
| NM WORKSTATION SERVER | XELERIS 4 SERVER                | 562401XEL         |               | Warranty        | Full Service       | AssurePoint Standard                     | \$6,300       | 8/28/2018 |
| NUC MED/CT            | DISCOVERY NM/CT 670             | 562401D670CT      |               | Warranty        | Full Service       | AssurePoint Standard                     | \$70,986      | 9/12/2018 |
| NUC MED/CT            | DISCOVERY NM/CT 670 PRO         | 562401D670NM      |               | Warranty        | Full Service       | AssurePoint Standard                     | \$74,020      | 9/12/2018 |
| PROBE CLEANER         | TROPHON                         | TRO26323018       |               | Echo Lab Room 6 | Full Service       | AssurePoint Standard                     | \$1,080       | 4/1/2018  |
| PROBE CLEANER         | TROPHON                         | TRO62801049       |               | Room 276        | Full Service       | AssurePoint Standard                     | \$1,080       | 4/1/2018  |
| RAD XRAY              | OTHER RAD                       | 213940R166        |               | Room 166        | Partial/Limited    | EOSL Care Plus                           | \$6,300       | 4/1/2018  |
| RADIOLOGY ULTRASOUND  | LOGIQ E9 R4/R5                  | LE9128871         |               | Room 272        | Full Service       | AssurePoint Standard                     | \$13,268      | 4/1/2018  |
| RADIOLOGY ULTRASOUND  | LOGIQ E9 R4/R5                  | LE9128872         |               | Room 276        | Full Service       | AssurePoint Standard                     | \$13,268      | 4/1/2018  |
| UPS                   | POWERWARE UPS 14 KVA            | 562385CTUPS       |               | Warranty        | Full Service       | AssurePoint Standard                     | \$3,000       | 8/28/2018 |
| UPS                   | POWERWARE UPS 14 KVA            | 562401D670CTUPS   |               | Warranty        | Full Service       | AssurePoint Standard                     | \$3,000       | 8/28/2018 |
| UPS                   | POWERWARE UPS 6 KVA             | 562401D670NMUPS   |               | Warranty        | Full Service       | AssurePoint Standard                     | \$1,600       | 9/12/2018 |
| UPS                   | POWERWARE UPS 10 KVA (9155)     | 562401XELUPS      |               | Warranty        | Full Service       | AssurePoint Standard                     | \$3,000       | 9/12/2018 |
| Anesthesia            | AISYS CS2                       | APWT00898         | APWT00898     | Anesthesia      | Full service       | AssurePoint Standard                     | \$2,041       | 4/1/2018  |
| Anesthesia            | AISYS CS2                       | APWT00899         | APWT00899     | Anesthesia      | Full service       | AssurePoint Standard                     | \$2,041       | 4/1/2018  |
| Anesthesia            | AISYS CS2                       | APWW01097         | APWW01098     | Anesthesia      | Full service       | AssurePoint Standard                     | \$2,041       | 6/1/2018  |
| Anesthesia            | Aisys                           | ANAS01525         | ANAS01525     | Anesthesia      | Full service       | AssurePoint Standard                     | \$2,041       | 4/1/2018  |
| Anesthesia            | Aisys                           | ANAS01526         | ANAS01526     | Anesthesia      | Full service       | AssurePoint Standard                     | \$2,041       | 4/1/2018  |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA13460989GA     | SKA13460989GA | Anesthesia      | Full service       | AssurePoint Standard                     | \$596         | 4/1/2018  |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA13461003GA     | SKA13461003GA | Anesthesia      | Full service       | AssurePoint Standard                     | \$596         | 4/1/2018  |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA14193359GA     | SKA14193359GA | Anesthesia      | Full service       | AssurePoint Standard                     | \$596         | 4/1/2018  |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA14193526GA     | SKA14193526GA | Anesthesia      | Full service       | AssurePoint Standard                     | \$596         | 4/1/2018  |
| Monitors              | CARESCAPE MONITOR B850 CPU      | SKA16032772GA     | SKA16032772GA | Anesthesia      | Full service       | AssurePoint Standard                     | \$596         | 6/1/2018  |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTN321K2959       | DTN321K2959   | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 4/1/2018  |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTN321K2951       | DTN321K2951   | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 4/1/2018  |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTQ481K4849       | DTQ481K4850   | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 6/1/2018  |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTO131K2868       | DTO131K2868   | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 4/1/2018  |
| Monitors              | *CARESCAPE B850 MONITOR DISPLAY | DTO131K2918       | DTO131K2918   | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 4/1/2018  |
| Monitors              | *B850 Frame                     | SEF13400878HX     | SEF13400878HX | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 4/1/2018  |
| Monitors              | *B850 Frame                     | SEF13400881HX     | SEF13400881HX | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 4/1/2018  |
| Monitors              | *B850 Frame                     | SEF14224741HX     | SEF14224741HX | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 4/1/2018  |
| Monitors              | *B850 Frame                     | SEF14235258HX     | SEF14235258HX | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 4/1/2018  |
| Monitors              | *B850 Frame                     | SEF17220018HX     | SEF17220018HX | Anesthesia      | Full service       | AssurePoint Standard                     | \$0           | 6/1/2018  |
| Modules               | CARESCAPE PATIENT DATA MODULE   | SA317240483SA     | SA317240483SA | Anesthesia      | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 6/1/2018  |
| Modules               | CARESCAPE PATIENT DATA MODULE   | SA313451970GA     | SA313451970GA | Anesthesia      | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018  |
| Modules               | CARESCAPE PATIENT DATA MODULE   | SA313451978GA     | SA313451978GA | Anesthesia      | Full service       | Assurepoint PM / Return to Repair Center | \$1,124       | 4/1/2018  |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
Equipment List Pricing Schedule

**FACILITY: RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

### Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Basic           | Labor Only   |
| Training only   | 2 training days included annually  |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

FACILITY: MARTIN LUTHER KING, JR. OUTPATIENT CENTER

Definitions

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Training only   | 2 training days included annually  |
| Basic           | Labor Only   |

| Equipment Description | Model Name                                 | Serial Number  | Alternate ID# | Department          | Equipment Coverage | GE Offering Name                  | Annual Cost | Add      |
|-----------------------|--|----------------|---------------|---------------------|--------------------|-----------------------------------|-------------|----------|
| PROBE CLEANER         | TROPHON                                    | TRO34067016    |               | Radiology room 1F22 | Full Service       | AssurePoint Standard              | \$1,080     | 4/1/2018 |
| PROBE CLEANER         | TROPHON                                    | TRO34291033    |               | Radiology room 1F22 | Full Service       | AssurePoint Standard              | \$1,080     | 4/1/2018 |
| PROBE CLEANER         | TROPHON                                    | TRO34291039    |               | Radiology room 1F22 | Full Service       | AssurePoint Standard              | \$1,080     | 4/1/2018 |
| Anesthesia            | Aisys CS2                                  | APKT00458      | APKT00458     | Anesthesia          | Full service       | AssurePoint Standard              | \$2,041     | 4/1/2018 |
| Anesthesia            | Aisys CS2                                  | APKT00457      | APKT00457     | Anesthesia          | Full service       | AssurePoint Standard              | \$2,041     | 4/1/2018 |
| Anesthesia            | Aisys CS2                                  | APKT00465      | APKT00465     | Anesthesia          | Full service       | AssurePoint Standard              | \$2,041     | 4/1/2018 |
| Anesthesia            | Aisys CS2                                  | APKT00464      | APKT00464     | Anesthesia          | Full service       | AssurePoint Standard              | \$2,041     | 4/1/2018 |
| Anesthesia            | Aisys CS2                                  | APKT00463      | APKT00463     | Anesthesia          | Full service       | AssurePoint Standard              | \$2,041     | 4/1/2018 |
| Anesthesia            | Aisys CS2                                  | APKT00462      | APKT00462     | Anesthesia          | Full service       | AssurePoint Standard              | \$2,041     | 4/1/2018 |
| Anesthesia            | Aisys CS2                                  | APKT00461      | APKT00461     | Anesthesia          | Full service       | AssurePoint Standard              | \$2,041     | 4/1/2018 |
| Anesthesia            | Aisys CS2                                  | APKT00460      | APKT00460     | Anesthesia          | Full service       | AssurePoint Standard              | \$2,041     | 4/1/2018 |
| Anesthesia            | Aisys CS2                                  | APKT00459      | APKT00459     | Anesthesia          | Full service       | AssurePoint Standard              | \$2,041     | 4/1/2018 |
| Modules               | E-SCAO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14105653HA  | SGV14105653HA | Anesthesia          | Full service       | AssurePoint Standard              | \$622       | 4/1/2018 |
| Modules               | E-SCAO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14105663HA  | SGV14105663HA | Anesthesia          | Full service       | AssurePoint Standard              | \$622       | 4/1/2018 |
| Modules               | E-SCAO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14105668HA  | SGV14105668HA | Anesthesia          | Full service       | AssurePoint Standard              | \$622       | 4/1/2018 |
| Modules               | E-SCAO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14105676HA  | SGV14105676HA | Anesthesia          | Full service       | AssurePoint Standard              | \$622       | 4/1/2018 |
| Modules               | E-SCAO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14105761HA  | SGV14105761HA | Anesthesia          | Full service       | AssurePoint Standard              | \$622       | 4/1/2018 |
| Modules               | E-SCAO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14105638HA  | SGV14105638HA | Anesthesia          | Full service       | AssurePoint Standard              | \$622       | 4/1/2018 |
| Modules               | E-SCAO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14105666HA  | SGV14105666HA | Anesthesia          | Full service       | AssurePoint Standard              | \$622       | 4/1/2018 |
| Modules               | E-SCAO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14105679HA  | SGV14105679HA | Anesthesia          | Full service       | AssurePoint Standard              | \$622       | 4/1/2018 |
| Modules               | E-SCAO-00, RESPIRATORY MODULE, ENGLISH USA | SGV14105744HA  | SGV14105744HA | Anesthesia          | Full service       | AssurePoint Standard              | \$622       | 4/1/2018 |
|                       |  |                |               |                     |                    | Assurepoint PM / Return to Repair |             |          |
| Modules               | CARESCAPE PATIENT DATA MODULE              | SA313282745GA  | SA313282745GA | Anesthesia          | Full service       | Center                            | \$1,124     | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE              | SA313282777GA  | SA313282777GA | Anesthesia          | Full service       | Assurepoint PM / Return to Repair | \$1,124     | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE              | SA313282778GA  | SA313282778GA | Anesthesia          | Full service       | Assurepoint PM / Return to Repair | \$1,124     | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE              | SA313282793GA  | SA313282793GA | Anesthesia          | Full service       | Assurepoint PM / Return to Repair | \$1,124     | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE              | SA314004130GA  | SA314004130GA | Anesthesia          | Full service       | Assurepoint PM / Return to Repair | \$1,124     | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE              | SA314004190GA  | SA314004190GA | Anesthesia          | Full service       | Assurepoint PM / Return to Repair | \$1,124     | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE              | SA314004179GA  | SA314004179GA | Anesthesia          | Full service       | Assurepoint PM / Return to Repair | \$1,124     | 4/1/2018 |
| Modules               | CARESCAPE PATIENT DATA MODULE              | SA314004185GA  | SA314004185GA | Anesthesia          | Full service       | Center                            | \$1,124     | 4/1/2018 |
| Monitors              | CARESCAPE B650 UNIT                        | SEW13327802HA  | SEW13327802HA | Anesthesia          | Full service       | AssurePoint Standard              | \$353       | 4/1/2018 |
| Monitors              | CARESCAPE B650 UNIT                        | SEW13327803HA  | SEW13327803HA | Anesthesia          | Full service       | AssurePoint Standard              | \$353       | 4/1/2018 |
| Monitors              | CARESCAPE B650 UNIT                        | SEW13327804HA  | SEW13327804HA | Anesthesia          | Full service       | AssurePoint Standard              | \$353       | 4/1/2018 |
| Monitors              | CARESCAPE B650 UNIT                        | SEW13327772HA  | SEW13327772HA | Anesthesia          | Full service       | AssurePoint Standard              | \$353       | 4/1/2018 |
| Cardiology            | MAC5500                                    | SCD05461247PA  |               | Cardiology          | Full service       | AssurePoint Standard              | \$859       | 4/1/2018 |
| Cardiology            | MAC5500                                    | SKJ14483859PA  |               | Cardiology          | Full service       | AssurePoint Standard              | \$859       | 4/1/2018 |
| Cardiology            | MAC5500                                    | SKJ14322453PA  |               | Cardiology          | Full service       | AssurePoint Standard              | \$859       | 4/1/2018 |
| Cardiology            | MAC5500                                    | SCD05461245PA  |               | Cardiology          | Full service       | AssurePoint Standard              | \$859       | 4/1/2018 |
| Cardiology            | MAC5500                                    | SCD06210640 GA |               | Cardiology          | Full service       | AssurePoint Standard              | \$859       | 4/1/2018 |
| Cardiology            | MAC5500                                    | SCD05461374PA  |               | Cardiology          | Full service       | AssurePoint Standard              | \$859       | 4/1/2018 |
| Cardiology            | MAC5500                                    | SCD05461304PA  |               | Cardiology          | Full service       | AssurePoint Standard              | \$859       | 4/1/2018 |
| Cardiology            | MAC5500                                    | SCD05461282PA  |               | Cardiology          | Full service       | AssurePoint Standard              | \$859       | 4/1/2018 |
| Cardiology            | MAC5500                                    | SCD05461263PA  |               | Cardiology          | Full service       | AssurePoint Standard              | \$859       | 4/1/2018 |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

FACILITY: MARTIN LUTHER KING, JR. OUTPATIENT CENTER

Definitions

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Training only   | 2 training days included annually  |
| Basic           | Labor Only   |

| Equipment Description                         | Model Name         | Serial Number | Alternate ID# | Department | Equipment Coverage | GE Offering Name     | Annual Cost | Add      |
|---|--------------------|---------------|---------------|------------|--------------------|----------------------|-------------|----------|
| Cardiology                                    | MAC5500            | SCD06210633GA |               | Cardiology | Full service       | AssurePoint Standard | \$859       | 4/1/2018 |
| Cardiology                                    | MAC5500            | SCD06210682GA |               | Cardiology | Full service       | AssurePoint Standard | \$859       | 4/1/2018 |
| Cardiology                                    | T2100 TREADMILL    | SIV14172350SA |               | Cardiology | Full service       | AssurePoint Standard | \$605       | 4/1/2018 |
| Cardiology                                    | CASE STRESS SYSTEM | SKY14220374SA |               | Cardiology | Full service       | AssurePoint Standard | \$1,806     | 4/1/2018 |
| MARS  | V8 SAA             |               |               | Cardiology | Full service       | Service 24x7         | \$7,152     | 4/1/2018 |
| MARS  | SEER AP RTF        |               |               | Cardiology | Full service       | Service 24x7         | \$924       | 4/1/2018 |
| TOTAL MARTINLUTHER KING, JR OUTPATIENT CENTER |                    |               |               |            |                    |                      | \$57,537    |          |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

## FACILITY: HIGH DESERT REGIONAL HEALTH CENTER

Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Basic           | Labor Only   |
| Training only   | 2 training days included annually  |

| Equipment Description  | Model Name         | System ID/Serial#        | Alternate ID# | Department         | Equipment coverage | GE Offering name     | Annual Amount                                   | Add             |
|--|--------------------|--------------------------|---------------|--------------------|--------------------|----------------------|---|-----------------|
| PROBE CLEANER  | TROPHON            | TRO19790026              |               | Radiology          | Full Service       | AssurePoint Standard | \$1,080   | 4/1/2018        |
| PROBE CLEANER  | TROPHON            | TRO20124034              |               | Radiology          | Full Service       | AssurePoint Standard | \$1,080   | 4/1/2018        |
| PROBE CLEANER  | TROPHON            | TRO20125022              |               | Radiology          | Full Service       | AssurePoint Standard | \$1,080   | 4/1/2018        |
| PROBE CLEANER  | TROPHON            | TRO20125062              |               | Radiology          | Full Service       | AssurePoint Standard | \$1,080   | 4/1/2018        |
| Anesthesia   | *AESTIVA 7900      | AMRT00144                | AMRT00144     | Anesthesia         | Full service       | AssurePoint Standard | \$1,067   | 4/1/2018        |
| Anesthesia   | *AESTIVA 7900      | AMRT00126                | AMRT00126     | Anesthesia         | Full service       | AssurePoint Standard | \$1,067   | 4/1/2018        |
| Anesthesia   | *AESTIVA 7900      | AMRT00127                | AMRT00127     | Anesthesia         | Full service       | AssurePoint Standard | \$1,067   | 4/1/2018        |
| Testing  | TRACE GAS ANALYSIS | Trace Gas Testing, Qty 3 |               | Anesthesia         | Labor Only         | Assurepoint Basic    | \$432   | 4/1/2018        |
| Cardiology   | Stress Test System | SKY14160235SA            | SKY14160235SA | Electro-Diagnostic | Full Service       | Assurepoint Standard | \$605   | 4/1/2018        |
| Cardiology   | Treadmill          | SJV14172351SA            | SJV14172351SA | Electro-Diagnostic | Full Service       | Assurepoint Standard | \$1,806   | 4/1/2018        |
| *Serviceable only until June 30, 2020 due to end of service life |                    |                          |               |                    |                    |                      |   |                 |
|  |                    |                          |               |                    |                    |                      | <b>TOTAL HIGH DESERT REGIONAL HEALTH CENTER</b> | <b>\$10,364</b> |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
Equipment List Pricing Schedule

**FACILITY: MID-VALLEY COMPREHENSIVE HEALTH CENTER**

### Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Training only   | 2 training days included annually  |

| Equipment Description       | Model Name        | System ID/Serial# | Alternate ID# | Department | Equipment coverage | GE Offering name     | Annual Amount   | Add      |
|-----------------------------|-------------------|-------------------|---------------|------------|--------------------|----------------------|-----------------|----------|
| DIGITAL MAMMO               | SENOGRAPHIC DS    | 818947MVDS        |               | Radiology  | Full Service       | AssurePoint Standard | \$30,335        | 4/1/2018 |
| MAMMO WORKSTATION           | IDI DICOM SHUTTLE | 818947MVSH        |               | IT         | Full Service       | AssurePoint Standard | \$700           | 4/1/2018 |
| RAD XRAY                    | PROTEUS XR/A      | 818947RAD1        | 21380HL1      | Radiology  | Full Service       | AssurePoint Standard | \$6,300         | 4/1/2018 |
|                             |                   |                   |               |            |                    |                      |                 |          |
| <b>TOTAL MID-VALLEY CHC</b> |                   |                   |               |            |                    |                      | <b>\$37,335</b> |          |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
 PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
 Equipment List Pricing Schedule

FACILITY: H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Training only   | 2 training days included annually  |

| Equipment Description | Model Name                                      | System ID/Serial#              | Alternate ID# | Department | Equipment coverage | GE Offering name           | Annual Amount | Add      |
|-----------------------|---|--------------------------------|---------------|------------|--------------------|----------------------------|---------------|----------|
| PORTABLE XRAY         | OPTIMA XR200AMX - CR/ANALOG MOBILE X-RAY SYSTEM | 213744PORT1                    | 1032955WK5    | Radiology  | Full Service       | AssurePoint Standard       | \$3,481       | 4/1/2018 |
| RAD XRAY              | PROTEUS XR/A                                    | 213744PROTXR1                  | 19491HL0      | Radiology  | Full Service       | AssurePoint Standard       | \$6,300       | 4/1/2018 |
| RAD XRAY              | PROTEUS XR/A                                    | 213744PROTXR2                  | 29808HL3      | Radiology  | Full Service       | AssurePoint Standard       | \$6,300       | 4/1/2018 |
| RADIOLOGY ULTRASOUND  | LOGIQ E9 R4                                     | LE9127634                      | LE9127637     | Radiology  | Full Service       | AssurePoint Standard       | \$13,268      | 4/1/2018 |
| ULTRASOUND            | VOLUSON E6                                      | K659975                        |               | Room 1114  | Full Service       | AssurePoint Standard       | \$6,300       | 4/1/2018 |
|                       | LOGIQ E9 R4                                     | LE9201092USS                   | D59975        | Radiology  | Full Service       | AssurePoint Standard       | \$13,268      | 4/1/2018 |
|                       | Has this been serviced through a PO?            | Found during inventory process |               |            |                    |                            |               |          |
|                       |   |                                |               |            |                    | TOTAL H. CLAUDE HUDSON CHC | \$48,917      |          |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
Equipment List Pricing Schedule

**FACILITY: EL MONTE COMPREHENSIVE HEALTH CENTER**

### Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Training only   | 2 training days included annually  |

| Equipment Description | Model Name | System ID/Serial# | Alternate ID | Department | Equipment coverage | GE Offering name     | Annual Amount | Add      |
|-----------------------|------------|-------------------|--------------|------------|--------------------|----------------------|---------------|----------|
| RADIOLOGY ULTRASOUND  | LOGIQ E9   | LE9128500         |              | Radiology  | Full Service       | AssurePoint Standard | \$13,268      | 4/1/2018 |

GE HEALTHCARE, A DIVISION OF THE GENERAL ELECTRIC COMPANY  
PREVENTIVE MAINTENANCE AND REPAIR SERVICES  
Equipment List Pricing Schedule

FACILITY: EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

### Definitions:

|                 |  |
|-----------------|--|
| Full service    | All labor and parts included (Inclusions: Tubes, detector, image intensifiers, probes, etc., Exclusions: Peripherals, consumables) |
| PM Only         | Preventative maintenance only included   |
| Partial/Limited | PM and labor included, no parts  |
| Training only   | 2 training days included annually  |

| Equipment Description | Model Name             | System ID/Serial# | Alternate ID# | Department | Equipment coverage | GE Offering name     | Annual Amount | Add      |
|-----------------------|------------------------|-------------------|---------------|------------|--------------------|----------------------|---------------|----------|
| RADIOLOGY ULTRASOUND  | LOGIQ E9 R4/R5 & ABOVE | LE9130018         | 130018U5      | Radiology  | Full Service       | AssurePoint Standard | \$13,268      | 4/1/2018 |

**CONTRACTOR'S SCHEDULE**  
(Intentionally Omitted)

## CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

|  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

## COUNTY'S ADMINISTRATION

AGREEMENT NO. \_\_\_\_\_

### FACILITY'S PROJECT DIRECTOR:

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### FACILITY'S PROJECT MANAGER:

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### FACILITY'S PROJECT MONITOR:

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** \_\_\_\_\_**AGREEMENT NO.:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

## **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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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

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**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



No shame. No blame. No names.

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

[www.babysafela.org](http://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.

### 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?

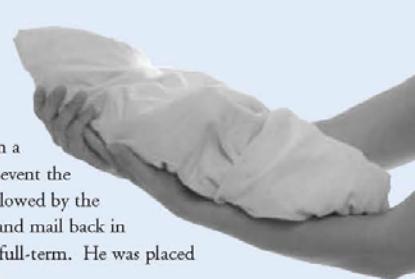
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### 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](http://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 tres días (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, infórmeme 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.*

## 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 franquero 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.

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### ¿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 Ángeles. 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 Ángeles 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.



## **BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County of Los Angeles is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA rules.

Therefore, the parties agree as follows:

### **1. DEFINITIONS**

- 1.1    "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2    "Business Associate" or "Contractor" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that

creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County of Los Angeles.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if

the information being exchanged did not exist in electronic form immediately before the transmission.

- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)
- 1.23 Capitalized terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

**2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health

Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make a prompt telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012,**

**HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

5.2.3

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

- 5.2.4 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
  - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
  - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, as soon as possible but within five (5) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall direct the Individual to contact the Covered Entity directly and shall notify Covered Entity in writing within two (2) days of the

receipt of the written request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Covered Entity with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall direct the Individual to contact the Covered Entity directly and shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
  - 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
    - (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall direct the Individual to contact the Covered Entity directly and shall notify Covered Entity in writing within five (5) business days of the receipt of the request. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of

Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number,

diagnosis, disability code, or other types of information were involved);

- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL BUSINESS ASSOCIATE BE

RESPONSIBLE FOR COSTS ASSOCIATED WITH REPUTATIONAL DAMAGES AND/OR LOSS OF PROFITS OF THE COVERED ENTITY.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

15.1 Covered Entity shall notify Business Associate in writing of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term

of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation and no less than thirty (30) days, the non-breaching party may terminate this Business Associate Agreement.

- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information

which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

**19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Upon reasonable request, Business Associate agrees to provide Covered entity with documentation summarizing Business Associate's internal and external auditing processes to assess its compliance with HIPAA and any other applicable privacy laws, regulations and other legal requirements. Such documentation will be provided within a reasonable period of time after receipt of a request and in a form selected by Business Associate.

**20. MISCELLANEOUS PROVISIONS**

- 20.1 **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.
- 20.8 Independent Contractors. Except otherwise provided in this BAA, none of the provisions of this Business Associate Agreement are intended to create, nor will be deemed to create, any relationship between the Parties other than that of independent contracting parties with each other solely for the purposes of affecting the provisions of this Business Associate Agreement and any other agreements between the Parties evidencing their business relationship.

## BUSINESS ASSOCIATE LISTING

**Business Associate Name:** \_\_\_\_\_

**Type of Services Provided:** \_\_\_\_\_

**Website URL:** \_\_\_\_\_

**First Point of Contact:**

**Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Second Point of Contact:**

**Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_