Health Services
LOS ANGELES COUNTY

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 FEBRUARY 16, 2010

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EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

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February 16, 2010

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

Dear Supervisors:

APPROVAL OF AMENDMENT TO AGREEMENT FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICES (SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

Request approval of an Amendment for equipment maintenance and repair services at LAC+USC Medical Center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 4 to Agreement No. H-700772 with Johnson Controls, Inc. (JCI), effective upon Board Approval, to include maintenance and repair services for the new comprehensive security system, the chillers, and the Metasys Control System at LAC+USC Medical Center (LAC+USC), and increase the maximum obligation by $1,708,614 to $2,141,858, with no change to the expiration date of June 30, 2013.

2. Delegate authority to the Interim Director of Health Services, or his designee, to amend Agreement No. H-700772 to increase the total maximum obligation of $2,141,858 by no more than 25 percent, for a potential increase of $535,464, to include other Department of Health (DHS) facilities and/or for any unanticipated emergency equipment repair services and any added services to new equipment coming off warranty. The total potential cost for the term of this Agreement is $2,677,322.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Interim Director of Health Services to execute an Amendment, substantially similar to Exhibit I, to increase the maximum obligation to add maintenance and repair services for the comprehensive security system and chillers at LAC+USC. Under the Amendment, JCI will also maintain the Metasys Control System which controls all the building systems such as heating, ventilation and cooling, including the new chillers that service the facility. Approval of the second recommendation will allow the Interim Director of Health Services to increase the maximum obligation to obtain the necessary services for unanticipated maintenance and repair services to ensure compliance with all accrediting and licensing agencies' requirements including The Joint Commission.

The security system, the chillers, and the Metasys Control System were purchased from JCI and incorporated into the building of the new facility. When possible, DHS contracts with Original Equipment Manufacturers (OEMs) to ensure that the equipment, which often uses proprietary technology, performs in accordance with equipment specifications and complies with all accrediting and licensing agencies' requirements. JCI is the OEM and due to the proprietary nature of the technology and the systems, no other firms can provide the required maintenance services. JCI agreed to sign an Amendment for three years and four months under the same terms and conditions without an increase in rates. The warranties for the systems expired in August 2009. Repairs and services have been minimal and were reimbursed through purchase orders.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The recommended Amendment will increase the total potential cost for FY 2009-10 through FY 2012 -13 by $2,244,078. This includes $1,708,614 for new services at LAC+USC, and $535,464 in potential increases under delegated authority for emergency equipment repair and any added services to new equipment coming off warranty for any DHS facilities. The total Agreement cost will be $2,677,322, which includes the current Agreement cost of $433,244 for equipment maintenance and repair services. Funding is included in DHS' FY 2009-10 Final Budget and will be requested in future fiscal years. Any increases implemented under delegated authority will be funded within existing resources.

Total funding, including total potential increases for this amendment, are identified on Attachment 1.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 29, 2004, your Board delegated authority to the Director of Health Services to execute an Agreement with York International Corporation (York) who had formerly provided maintenance and repair services, through the purchase order process, for the chillers at Rancho Los Amigos National Rehabilitation Center (Rancho). Subsequently, your Board approved a delegation and assignment of the agreement following JCI's acquisition of York and an extension of the Agreement through June 30, 2011. Most recently, on October 20, 2009, your Board approved a two-year extension of the Agreement through June 30, 2013, in exchange for a 10 percent reduction in cost for the preventive

maintenance services of the chillers at Rancho, with an annual maximum obligation of $123,784.

Under the Amendment, JCI will be providing maintenance and repair services for their systems that were custom designed for the new LAC+USC: the security system, chillers, and Metasys Control System. As for repair services, in most cases, LAC+USC staff will review the problem and determine if assistance is needed from JCI to correct the problem.

The security system protects all four LAC+USC buildings (Inpatient Tower, Clinic Tower, Diagnostic & Treatment, and Central Plant) and is comprised of the following integrated systems: Access Control system, Nurse Call, Closed Circuit Television, and Public Address-Intercom. JCI will provide all-inclusive services and ensure that the systems operate correctly, by providing two trained, on-site staff Monday through Friday. The staff will monitor the systems in all the buildings using a detailed protocol which includes the maintenance of more than 500 surveillance cameras, a complex integrated access control system encompassing more than 400 access readers and their associated hardware components, and pro logic controllers which integrate the systems. The Nurse Call component of this system is comprised of more than 5,000 integrated control points and devices utilized by 125 hospital units serving 600 patient beds. It controls all aspects of the immediate patient care environment including room fire communication, nurse assistance, patient assistance, staff emergencies, and Code Blue calls. Also included for the integrated systems is routine preventive maintenance, including software updates, that is scheduled multiple times throughout the year. Delegated authority to increase the maximum obligation of this Agreement will be used if emergency or unanticipated services are required for any of these systems.

Preventive maintenance is required for the five 1,000-ton capacity, state-of-the-art chillers. It is critical that routine maintenance and checks are carried out to prevent any chiller failure. The chillers are needed to keep up with the cooling demands of the summer months. JCI technicians are the subject matter experts able to perform the checks needed to avoid any problem with the chiller controls.

The Metasys Control System links the building automation systems at the four LAC+USC buildings and allows total control of the environment and easier access to information regarding the equipment status, as well as the fire control components. JCI-trained technicians will trouble shoot critical sensing components, as well as provide the necessary system maintenance backups and programming to maintain the more than 27,000 control points and sensors throughout the four buildings.

The Agreement contains all of the latest Board-mandated provisions including the Defaulted Property Tax Reduction Program. The County may terminate the Agreement with 10 days prior written notice. DHS has determined that it is not a Proposition A agreement because the services provided are intermittent and highly specialized. The County's Living Wage Program does not apply.

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

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of these actions will allow for the continued provision of equipment preventive maintenance and repair services and other highly specialized, critically needed hospital services for LAC+USC.

Respectfully submitted,

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:ds

Enclosures

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

Attachment 1

JOHNSON CONTROLS, INC.
PREVENTIVE MAINTENANCE & REPAIR SERVICES AGREEMENT

	AMENDMENT NO. 4				
LAC+USC Medical Center	**FY 2009-10**	**FY 2010-11**	**FY 2011-12**	**FY 2012-13**	**Total**
Security	$175,417	$421,000	$421,000	$421,000	$1,438,417
Metasys	$23,400	$56,160	$56,160	$56,160	$191,880
Chillers	$9,551	$22,922	$22,922	$22,922	$78,317
Maximum Obligation:	$208,368	$500,082	$500,082	$500,082	**$1,708,614**

	TOTAL AGREEMENT COSTS				
	FY 2009-10	**FY 2010-11**	**FY 2011-12**	**FY 2012-13**	**Total**
Current Cost - Amendment No. 3	$61,892	$123,784	$123,784	$123,784	$433,244
New Cost - Amendment No. 4	$208,368	$500,082	$500,082	$500,082	$1,708,614
Maximum Obligation:	$270,260	$623,866	$623,866	$623,866	$2,141,858
25% Delegated Authority:	$67,565	$155,967	$155,967	$155,967	$535,464
Total Potential Cost	$337,824	$779,833	$779,833	$779,833	$2,677,322

Exhibit I

Contract No. H-700772-4

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 4

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

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

and **JOHNSON CONTROLS, INC.** (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT," dated July 1, 2004, and further identified as County Agreement No. H-700772 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of both parties hereto to add services for LAC+USC Medical Center, increase the maximum obligation, and to make other changes described hereinafter; and

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

NOW, THEREFORE, the parties agree as follows:

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

2. Exhibit A-1 is deleted in its entirety and replaced with the attached new Exhibit A-1, Statement of Work, General Terms.

3. Exhibits A-2 through A-4 and Schedules A-3 through A-5 shall be added to the Agreement, all attached hereto and incorporated herein by reference. Wherever

Schedule A-2 is referenced, it shall now also reference Schedules A-3 through A-5. Wherever Exhibit A-1 is referenced, it shall now also reference Exhibits A-2 through A-4.

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

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services at Rancho Los Amigos National Rehabilitation Center (RANCHO) and LAC+USC Medical Center (LAC+USC), in the form as described in the body of this Agreement and Exhibits A-1 through A-4, attached hereto and incorporated herein by reference.

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

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

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in Exhibits A-1 through A-4 and at the rates set forth in Schedules A-2 through A-5.

B. Contractor shall bill RANCHO Finance Department, Attention: Chief Financial Officer, SSA Building – Room 2208, 7601 E. Imperial Highway, Downey, CA, 90242 and LAC+USC, Attention: Contract Invoice Processing, 2064 Marengo Street, Los Angeles, CA, 90033, hereunder

according to the terms set forth in the BILLING AND PAYMENT Paragraph of said Exhibits."

6. Subparagraphs C and D to Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows:

"C. The maximum obligation of County for the services provided at LAC+USC in Exhibit A-2 hereunder shall not exceed Nine Thousand, Five Hundred Fifty One Dollars ($9,551), in accordance with Schedule A-3, for the period beginning date of Board approval through June 30, 2010. The annual maximum obligation of County for the services provided at LAC+USC in Exhibit A- 2 hereunder shall not exceed Twenty-Two Thousand, Nine Hundred Twenty-Two Dollars ($22,922) in accordance with Schedule A-3, effective July 1, 2010 through June 30, 2013.

D. The maximum obligation of County for the services provided at LAC+USC in Exhibit A-3 hereunder shall not exceed One Hundred Seventy-Five Thousand, Four Hundred Seventeen Dollars ($175,417) in accordance with Schedule A-4, for the period beginning date of Board approval through June 30, 2010. The annual maximum obligation of County for the services provided at LAC+USC in Exhibit A-3 hereunder shall not exceed Four Hundred Twenty-One Thousand Dollars ($421,000) in accordance with Schedule A-4, effective July 1, 2010 through June 30, 2013."

7. Subparagraphs E and F are hereby added to Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, to read as follows:

"E. The maximum obligation of County for the services provided at LAC+USC in Exhibit A-4 hereunder shall not exceed Twenty-Three Thousand,

Four Hundred Dollars ($23,400) in accordance with Schedule A-5, for the period beginning date of Board approval through June 30, 2010. The annual maximum obligation of County for the services provided at LAC+USC in Exhibit A-4 hereunder shall not exceed Fifty-Six Thousand, One Hundred Sixty Dollars ($56,160) in accordance with Schedule A-5, effective July 1, 2010 through June 30, 2013.

F. During the term of this Agreement, the Director may increase the total maximum obligation of the Agreement by amending Schedules A-2 through A-5 if additional maintenance and repair services are needed. Such increase to the total maximum obligation shall be no more than twenty-five percent (25%) above the Fiscal Year ("FY") 2010-11 allocation for unanticipated maintenance and repair services and if equipment is added/removed to/from any Medical Facility."

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

"47. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor

warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

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

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

10. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

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

COUNTY OF LOS ANGELES

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

JOHNSON CONTROLS, INC.
Contractor

_____
Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

JOHNSON CONTROLS, INC.

EXHIBIT A-1

STATEMENT OF WORK

GENERAL TERMS

1. SCOPE OF WORK: Contractor shall provide services as described in herein and as set forth in the following Exhibits.

Exhibit A-2: Preventive Maintenance and Repair Services for Chiller Systems

Exhibit A-3: Preventive Maintenance and Repair Services for Security Systems

Exhibit A-4: Preventive Maintenance and Repair Services for Metasys Control System

2. DEFINITIONS: Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in Exhibits A-1, A-2, A-3, and A-4.

A. "Equipment" shall mean any instrument, apparatus, machine, or other similar or related article, including all operating software, components, parts, accessories, replacements, and/or upgrades, which is intended for the functioning of the Facility's chillers, Security Systems and Metasys Control System, as further described and set forth in Exhibits A-2 – A-4 and Schedules A-1 through A-5.

B. "Routine Preventive Maintenance Services" shall mean services performed by Contractor to preserve the original functional and operational state

of Equipment covered under the terms of this Agreement, at the rates and frequency set forth in Schedules A-2, A-3, A-4 and A-5.

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

3. COUNTY RESPONSIBILITIES: County will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by Contractor. County may provide access to telephones, fax machines, typewriters, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs and use of such equipment for purposes other than the performance of this Agreement.

4. CONTRACTOR PERSONNEL:

A. Administrator: Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of services described hereunder. Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.), excluding County and Johnson Controls holidays, to act as a central point of contact with County personnel.

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

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

C. Qualifications: Contractor shall screen all personnel prior to assigning such personnel to provide services at the Facility to assure that all such persons have the qualifications and training necessary to perform the services contemplated under this Agreement. Contractor personnel providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise,

Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis. If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, each Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

E. Physical Examination: Contractor shall ensure that each person who performs services at a Facility site under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual basis or biannual basis, as required by each Facility based on such person's work location. Upon request by Director or his designee, Contractor shall provide County with evidence that each such person is free of infectious and/or contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place at each Facility. Such evidence shall include documentation that the person:

(1) received a physical examination, including a chest X-ray or tuberculin skin test, and

(2) is immune to measles (Rubeola and Rubella) and Hepatitis B through vaccination or antibody titer test demonstrating such immunity. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

5. SERVICES TO BE PERFORMED BY CONTRACTOR:

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

B. Preventive Maintenance Schedule: Contractor shall provide each Facility with a preventive maintenance service schedule for all equipment covered under this Agreement. Contractor shall include, as part of such schedule, the preventive maintenance services requirements established by the Facility for the systems listed in the Attachments. In any event, Contractor shall

ensure that all equipment is maintained to minimum regulatory compliance standards. Such services shall be performed on Monday through Friday between 8:00 a.m. and 5:00 p.m., excluding County holidays, on days and times mutually agreed upon by Facility and Contractor. The scheduled number of Preventive Maintenance Services shall meet the reasonable needs of each Facility, shall be performed at regularly scheduled intervals, and shall comply with all appropriate licensing and accrediting agencies [e.g., The Joint Commission, Occupational Safety and Health Administration ("OSHA") standards, as applicable]. In any event, Contractor shall ensure that all equipment is maintained to minimum regulatory compliance standards. Routine Preventive Maintenance Services exclude major overhaul, special services, installation of equipment, equipment relocation, equipment modification or refurbishing.

C. Repair Services: Contractor shall respond to as-needed non-emergency repair services within four (4) hours after notification by the Facility, Monday through Friday between the hours of 8:00 a.m. through 5:00 p.m., excluding County and Johnson Controls holidays, at no additional cost to County.

If such services commence prior to 5:00 p.m., Monday through Friday, but extend beyond 5:00 p.m., no additional service charges beyond the rates set forth in Schedules A-2, A-3, A-4, and A-5 are to be incurred by County for work performed by Contractor after 5:00 p.m.

If the emergency repair services are required after 5:00 p.m., Monday through Friday or on weekends or on County and Johnson Controls holidays, such services shall be billed to County at the rates specified in Schedule A-4 of

this Exhbit. Contractor shall respond to as-needed repair emergency services within six (6) hours after notification by the Facility.

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

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

Repair shall include diagnosis and corrections of malfunctions and/or failure occurring to said equipment. With approval by Facility's Administrator or his designee, temporary repair procedures may be followed by County's personnel while Contractor is concurrently developing a permanent repair to said equipment.

Repair or replacement parts for existing Equipment shall be of the Original Equipment Manufacturer (OEM) or shall equal or exceed that of OEM. All replacement parts must follow the guidelines established by State, local, and American Society of Mechanical Engineers (ASME) regulations. Parts replaced shall be warranted for a minimum period of one (1) year. Contractor shall be responsible for obtaining all parts necessary to comply with the specifications herein. All labor for repairs will have a minimum 90-day warranty for specific repairs only.

If Contractor is unable to procure necessary additional parts or resources within twenty-four (24) hours after repair to said equipment had begun, Facility's Administrator or his designee shall have the option of using replacement

parts/equipment if available until service can be completed by Contractor to resume repair services to said equipment as soon as repair parts of resources are available. In any event, Contractor shall repair said equipment or have approved plan for repair of said equipment or provide County with temporary replacement equipment if spare parts are available within twenty-four (24) hours after repair work on County-owned equipment has begun.

D. Specific Services: Contractor shall be responsible to provide specific services as outlined herein and in Exhibits A-2, A-3, and A – 4.

Contractor reserves the right to evaluate the system(s) condition for the first 30 days after contract execution to determine all non functioning equipment and devices. Contractor will provide a written quote to repair or replace all equipment and devices that became faulty between the end of the warranty and beginning of the service contract. Equipment and devices will be serviced under this contract once repaired or replaced.

E. Additional Services:

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

(2) Rework: Contractor shall rework improperly repaired equipment, correct any damage resulting therefrom, and supply all necessary parts and materials therefore at no additional cost to County. Service personnel shall also repair any defective parts purchased and

installed by such service personnel and shall repair any damage to the equipment resulting from, and to the extent of, Contractor's negligence or willful misconduct, at no additional cost to County.

F. Risk Management Program: Contractor shall, in collaboration with Facility staff, develop and maintain an Equipment Risk Management Program. Such Program shall require written documentation of all medical incidents that involve equipment covered under this Agreement. Such documentation shall describe the incident, the equipment involved in the medical incident, and any subsequent examination of such equipment.

The Facility administrator, or his designee, in consultation with Contractor and Facility's Risk Manager, shall provide direct oversight of all activities to decommission, sequester, and examine any equipment which has been involved in a medical incident. Neither party shall use, clean, discard, alter, or repair any equipment involved in such incident prior to the said equipment's examination.

G. Reports: Contractor shall prepare and maintain a written record of all services (service report) provided on all equipment at the Facility. Such service report(s) shall: (a) include a record of maintenance in accordance with the manufacturer's recommendations and provide such other information as required by the Facility in order to meet all licensing, accrediting and regulatory agency requirements, (b) clearly identify the equipment serviced by model number, Los Angeles County Capital Asset Leasing or Los Angeles County number (if available), (c) include an itemization and description of services performed, including electrical checks and calibration reading, (d) list any parts installed, (e) include the service date(s), and (f) give the name of the service

technician who performed the service. A copy of such service report shall be given to the Facility at the time the service is performed. Such service reports are the property of County and shall remain on-site at each Facility.

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

A. Improper use, gross neglect, misplacement, air conditioner or humidity control malfunction or failure, Facility electrical system malfunction or failure (except for the malfunction or failure of any equipment that is subject to this Agreement and the malfunction or failure results from or is attributable to Contractor's failure to maintain or repair such equipment in accordance with this Agreement);

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

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

In the event that excluded services are required by a Facility, such services shall be billed to County at the hourly rates described in Schedules A-2, A-3, A-4, and A-5, or quarterly portion thereof, rounded up to the nearest quarter hour.

7. BILLING AND PAYMENT:

A. Billing:

(1) Billings to County shall be submitted monthly or quarterly in accordance with the rate schedule and time frames set forth herein and in Exhibits A-2, A-3, and A-4 and Schedules A-2, A-3, A-4, and A-5.

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

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

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

B. Payment:

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

(2) County shall compensate Contractor monthly or quarterly in arrears in accordance with the rate schedule described in Schedules A-2, A-3, A-4, and A-5. Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a

written assessment of the deficiencies. Contractor shall, within ten (10) business days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

JOHNSON CONTROLS, INC.

EXHIBIT A-2

STATEMENT OF WORK

PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR CHILLERS

1. SCOPE OF WORK: Contractor shall provide preventive maintenance and repair services for the chillers at DHS facilities as described in this Exhibit A-2 and Schedules A-2 and A-3.

Contractor shall provide as-needed Equipment Repair Services:

(1) Contractor shall be available to provide as-needed repair (emergency and non-emergency) services to County, 365 days per year, 24 hours per day, at the rates listed in Schedule A.

(a) Contractor shall provide as-needed non-emergency Equipment repair services within four hours after notification by Facility. The four-hour response time shall carry over to the next working day if called into Contractor's office after 12:30 p.m.

(b) Contractor shall provide emergency Equipment repair services within two hours after notification by Facility.

(2) All repairs are subject to approval by Facility and its certified State chiller and inspection insurance company prior to acceptance of such repairs and the effective date of any applicable warranties for such work.

2. Rancho Los Amigos National Rehabilitation Center: Contractor shall perform Preventive Maintenance and Inspection Services for Chiller Equipment, at the rates set forth in Schedule A-2. Such services shall include, but are not limited to, the following:

(1) Centrifugal Refrigeration Units: Contractor shall perform quarterly operating inspections; and annual equipment shutdown inspection and Preventive Maintenance; and conduct energy source inspections three (3) times per year.

(2) Paraflow Chillers-Heaters: Contractor shall perform annual equipment shutdown inspection, semi-annual solution analysis and inspection and preventive maintenance, and conduct energy source inspections three (3) times each year.

3. LAC+USC Medical Center: Contractor shall provide the following services for the Equipment listed in Schedule A-3:

Chillers, Air Cooled Screw

Operational – Three Times per Year

- Check with appropriate County Administrator for operational deficiencies
- Check system pressures and temperatures
- Check refrigerant charge
- Check compressor oil level(s)
- Visually inspect starter
- Check crankcase heater
- Visually inspect for refrigerant and oil leaks
- Check condition of condenser coils
- Check condenser fan blades and motors
- Check for proper condenser fan rotation

- Check for unusual noise and vibration
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate County Administrator

Comprehensive – One Time per Year

- Check with appropriate County Administrator for operational deficiencies
- Check compressor oil level(s)
- Change oil filter(s)
- Inspect starter
- Check oil heater
- Meg ohm test compressor motor(s)
- Conduct refrigerant leak test
- Check and tighten electrical connections
- Check safeties
- Check operating controls
- Check contactor(s)
- Check condition of condenser coils
- Check condenser fan blades and motors
- Check for proper condenser fan rotation
- Check for unusual noise and vibration
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate County Administrator

Oil Analysis – Three Times per Year

Standard Oil Change – One Time per Year

Drive & GBox or Steam Turbines (1000HP)

(These turbines work in conjunction with the Cooled Screw Chillers)

Operational – Three Times Per Year

Comprehensive – One Time Per Year

Oil Analysis – One Time Per Year

Chillers, Centrifugal

Operational – Three Times per Year.

- Check with appropriate County Administrator for operational deficiencies
- Check for proper water flow
- Check system pressures and temperatures
- Check refrigerant charge
- Check compressor oil level(s)
- Check capacity control
- Check oil heater
- Check operation of purge (if applicable)
- Visually inspect for refrigerant and oil leaks
- Check for unusual noise and vibration
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate County Administrator

Comprehensive – One Time per Year

- Check with appropriate County Administrator for operational deficiencies
- Conduct refrigerant leak check
- Meg ohm test compressor motor(s)
- Check compressor oil level(s)
- Change oil filter(s)
- Conduct visual inspection of condenser tubes (head removal by County)

- Check capacity control and linkage
- Inspect starter
- Check oil heater
- Change purge filter(s) (if applicable)
- Reset purge counter (if applicable)
- Check and tighten electrical connections
- Check safeties
- Check operating controls
- Lubricate motor bearings
- Check for unusual noise and vibration
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate County Administrator

<u>Oil Samples – Analysis – One Time per Year</u>

- Take compressor oil samples
- Take compressor oil filter samples

SCHEDULE A-3
JOHNSON CONTROLS, INC.

Chillers
Equipment Inventory and Rates

LAC+USC Medical Center

Date of Board Approval through June 30, 2013

PREVENTIVE MAINTENANCE

EQUIPMENT TYPE	QTY	MANUFACTURER	ANNUAL RATE
Air Cooled Screw Chiller	2	York	N/A
Centrifugal Chiller	3	York	N/A
Steam Turbine (10000HP)	2	York	N/A
			$22,922

RATES FOR AS NEEDED REPAIRS, EMERGENCY SERVICES AND EXCLUSIONS

COVERAGE	HOURLY LABOR RATE
Standard Rate applies Monday through Friday, 7:00 a.m. to 4:00 p.m.	$103.50
Overtime Rate applies Monday through Friday, after 4:00 p.m., and all day Saturday and Sunday.	$155.25
Holiday Rate applies Monday through Sunday, all day	$207.00

TRAVEL AND MILEAGE

No charge for mileage and travel

PARTS

Manufacturer's Listed Price (MLP) Less 20% on JCI Parts with a minimum of one year warranty

ANNUAL MAXIMUM OBLIGATION	$22,922

SCHEDULE A-3
JOHNSON CONTROLS, INC.

Chillers
Equipment Inventory and Rates

LAC+USC Medical Center

Date of Board Approval through June 30, 2013

(continued)

Chillers	Model Number	Serial Number
#1	YSTHFGBJ1-K2G7	SAPM 597850
#2	YSTHFGBJ1-K2G7	SAPM 598010
#3	YKGFGBJ1CAF	SAPM 659630
#4	YKGFGBJ1CAF	SAPM 659770
#5	YKGFGBJ1CAF	SAPM 659400
#1-B	YCAS030E846	RGNM - 008960
#2-B	YCAS030E846	RGNM – 008959

JOHNSON CONTROLS, INC.

EXHIBIT A-3

STATEMENT OF WORK

PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR SECURITY SYSTEMS

1. Scope of Work: Contractor shall provide all-inclusive preventive maintenance and repair services for the security systems at DHS facilities as described in this Exhibit A-3 and Schedule A-4. Contractor shall have sufficient on site staff, Monday through Friday, excluding JCI and County holidays,at no additional cost to County.

2. Access Control Systems: Annually, Contractor shall provide services as follows:

Overall Responsibilities:

- Meet with County Administrator
- Record and report abnormal conditions, measurements taken, etc. on the JCI test and survey form
- Review operation with County Administrator for problems and trends
- Provide overall inspection of the access control system.

Specific Duties:

Card Readers

- Clean and maintain card reader electronics
- Clean key pad and check for proper operation

Head-End Software

- Review software parameters for maximum system performance
- Provide software upgrades
- Review archiving and backup procedures

Head-End

- Clean the monitor and Central Processor Chassis
- Ensure Clock Board is operating properly; replace battery if needed
- Back up operational database

Terminal/Controller

- Vacuum the unit
- Check continuity of grounding circuits
- Verify proper operation
- Back up operational database
- Test voltages against manufacturer's recommendation

Miscellaneous Security Detectors

- Verify proper operation of door locks
- Verify invalid card request operation
- Verify anti-passback if applicable
- Verify request to exit operation using local devices
- Replace RAM batteries whenever they are not functioning

3. **Nurse Call Systems:** Annually, Contractor shall provide services as follows:

Overall Responsibilities:

- Meet with County Administrator
- Provide overall inspection of the Nurse Call System
- Record and report abnormal conditions, measurements taken, etc.
- Review operation with County for problems and trends

Specific Duties:

Head-End Software

- Review software parameters for maximum system performance
- Provide software upgrades
- Review archiving and back up procedures

Head-End

- Clean the monitor and Central Processor Chassis
- Back up operational database

Terminal/Controller

- Vacuum the unit
- Check continuity of grounding circuits
- Verify proper operation

- Back up operational database
- Test voltages against manufacturer's recommendation

Miscellaneous Nurse Call Stations

- Activate call station, code blue, patient stations, pull cords, etc., and verify that signal is received at master controller panel
- Verify proper operation of Master Station
- Verify proper operation of dome lights and verify correct placement
- Check wiring for wear
- Test remote Code Blue monitoring
- Test remote TQI Reporting
- Confirm ADT Interface
- Confirm Bed Connections
- Take necessary action to repair or replace any item included in service
- Submit report to DHS on results of annual testing and further action needed
- Replace RAM batteries whenever they are not functioning

4. **Operator Workstations:** Quarterly, Contractor shall provide services as follows:

Overall Responsibilities:

- Meet with County Administrator
- Review Workstation for system EXCEPTION ACTIVITY and OFF-LINE status indications
- Review system for OVERRIDE, DISABLED and SUPPRESSED status indications
- Review System Event Log with County; discuss access control operational concerns
- Perform or schedule "Corrective Maintenance" procedures as appropriate to resolve situations noted in the preceding Reviews

- Install appropriate *Security Management System software (i.e. Cardkey®) providing* refinement and problem correction revisions ("Minor Rev's"), as they become available.

Revisions to other software programs not produced by JCI are not included. Likewise, "Major Revisions" to the Security Management System software (i.e. P2000® and P2000LE®) which add new features and capabilities or significantly enhance existing features, are not included.

Specific Duties:

All Operator Workstations

- Check monitor for clarity, focus and color
- Clean Read/Write heads of removable disk drive(s)
- Cycle power; listen for unusual motor/bearing noise
- Verify proper system restart, check system date, time, hardware status, and associated I/O devices
- Clean exterior surfaces

All Operator Server/Workstations and Badging Workstations

- Save/Copy Security Management System Data Base, including custom graphics, as indicated in the agreement

Additional Tasks and/or Special Instructions

Any hardware (RAM, Hard Drive, etc.) and/or non-JCI software platform upgrades (Windows®, DOS, UNIX, etc.) required by revisions of JCI software are not included in this agreement, and shall be billed at cost as indicated on Schedule A-4, following approval by the Director of DHS.

5. **Field Devices:** On a scheduled basis, Contractor shall provide services as follows:

Specific Duties:

Power Supplies

- Check L.E.D. indications, D.C. power levels, ground continuity, and where present, measure battery levels and replace as required
- Inspect wiring for signs of corrosion, fraying, and rapid discoloration and replace as required. Verify component mounting integrity

Door Position Sensors

- Verify door position status monitoring
- Verify component mounting integrity
- Verify Duress Buttons

Request to Exit (REX) Devices

- Verify REX Device function for door release and door position sensor bypass as Applicable
- Verify component mounting integrity

Critical Point Verification

- Verify critical point functionality

Additional Tasks and/or Special Instructions

- Verify the access control system seamlessly integrates with the PLC system as to unlock appropriate doors on valid card reads and authorized request to exit sensors
- Verify field devices, motion detectors, door position switches, and duress switches activate alarms and indicate on the master control stations
- Verify the CCTV system seamlessly integrates with the PLC system as to allow control and selection of cameras and visual monitor on a CCTV Monitor
- Verify the PLC will remotely unlock associated doors using the master station

Access Modules (Cardreaders)

- Verify valid/invalid card transaction
- Verify proper L.E.D. operation
- Clean exterior surfaces of cardreader
- Clean read head surfaces (where applicable)
- Seasonally validate operation of cardreader heater (where applicable)
- Verify component mounting integrity

Electric Locking Devices

- Inspect mechanical operation of device, lubricate latching devices as required
- Validate electrical operation of device, test for momentary and maintain active states
- Verify component mounting integrity
- Visually inspect associated door hardware for indications of misalignment and deterioration and replace as necessary
- Drop power and validate the lock action functions as expected
    1) Fail safe mode; door is unlocked on power loss
    2) Fail secure mode; door remains locked on power loss

Anti-tailgate Function

- Alarm shut time programmed to indicate door prop, door held open beyond predetermined time

6. **Programmable Logic Controllers & Control (PLCC) System:** Annually, Contractor shall provide services as follows:

Overall Responsibilities:

- Meet with County Administrator
- Provide overall inspection of the PLCC System
- Record and report abnormal conditions, measurements taken, etc. on the JCI test and verify form
- Review operation with customer for problems and trends

Specific Duties**:**

Head-End Software

- Review software parameters for maximum system performance
- Provide software upgrades
- Review archiving and back up procedures

Head-End

- Clean the monitor and Central Processor Chassis
- Clean the monitor
- Back up operational database

Terminal/Controller

- Vacuum the unit
- Check continuity of grounding circuits
- Verify proper operation
- Back up operational database
- Test voltages against manufacturer's recommendation

Miscellaneous Connections

- Activate stations, access control panels, door position switches, duress alarms, etc., and verify that signal is received at controller/panel
- Verify proper operation of Master Stations
- Check wiring for wear
- Test remote lock control
- Test interface to Access Control System and CCTV Systems

7. **Intercom System**: Annually, Contractor shall provide services as follows:

Overall Responsibilities:

- Meet with County Administrator
- Provide overall inspection of the Intercom System
- Record and report abnormal conditions, measurements taken, etc. on the JCI test and survey form
- Review operation with County for problems and trends

Specific Duties:

Head-End Software

- Provide software upgrades
- Review archiving and backup procedures as applicable

Head-End

- Clean the Central Processor Chassis
- Back up operational database

Master + Door Stations

- Vacuum the unit
- Check continuity of grounding circuits
- Verify proper operation
- Test voltages against manufacturer's recommendation
- Verify proper operation of Master Station
- Check wiring for wear and replace as required
- Check proper operation from master to door stations
- Replace RAM batteries whenever they are not functioning

8. **CCTV:** Annually, Contractor shall provide services as follows:

Specific Duties;

Camera and Monitor

- Verify sharpness of image on monitor
- Clean monitor
- Adjust camera for better focus
- Clean lens and housing
- Check for proper operation of pan, tilt and zone control
- Verify scene for washout from the sun

Video Switcher

- Inspect connections to insure tightness
- Clean exterior
- Check all switches for proper function
- Verify proper integration to other systems
- Check keyboard for proper operation

Digital Video Recorder

- Check operation and connections
- Verify time and date stamp, camera and title display
- Test Alarm Inputs and preset actions
- Check video retention which shall be equal to the system's current capacity

Schedule A-4
JOHNSON CONTROLS, INC.

Security Systems – All inclusive costs

LAC+USC Medical Center
Date of Board approval through June 30, 2013

Building	Monthly Costs	Annual Costs
Central Plant	$380.00	$ 4,552.00
Clinical Testing	$ 9,606.75	$115,281.00
Inpatient Tower	$16,430.83	$197,170.00
Diagnostic & Treatment	$ 8,666.42	$103,997.00
Totals	**$35,084.00**	**$421,000.00**

Service	Overtime	Double Time
Security On-Site Service Call	4 hour Minimum **$195.00 Hour**	4 hour Minimum **$260/Hour**
Fire On-Site Service Call	4 hour Minimum **$195.00 Hour**	4 hour Minimum **$270/Hour**

- Hourly rates start when technician is dispatched to site and end when technician leaves service site. No charge for mileage.
- Overtime rates in the table apply for calls Monday through Friday 5:00 p.m. – 8:00 a.m. excluding Holidays
- Double time applies for Sundays and Johnson Controls Holidays

PARTS

Manufacturer's Listed Price (MLP) Less 20% on JCI Parts with a minimum of one year warranty

ANNUAL MAXIMUM OBLIGATION (ALL SERVICES SHALL BE BILLED MONTHLY IN THE ARREARS)	**$421,000**

JOHNSON CONTROLS, INC.

EXHIBIT A-4

STATEMENT OF WORK

PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR METASYS CONTROL SYSTEM

1. Scope of Work: Contractor shall provide preventive maintenance and repair services for the Metasys Control System at DHS Facilities as described in this Exhibit A-4 and Schedule A-5, excluding parts which shall be billed as described in Schedule A-5.

2. Metasys Control System: Contractor shall provide services as follows:

Facility Management Systems

- Monitor system performance, and to consult with County Administrator on service history and application strategies
- Telephone assistance shall be provided to assist County Administrator in identifying and resolving operational needs
- Onsite consulting four times per year to County operating engineers, maintenance and supervisory maintenance of the Facilities Management System
- Each Scheduled Service Visit shall begin and end with a review with the County Administrator of system status
- All problems detected by an operator and recorded in the "System Event Log" shall be reviewed with operating personnel during the next scheduled service visit to determine appropriate corrective action
- Enhancement Engineering – Contractor shall monitor the overall performance of County's equipment

- When Contractor identifies alterations, upgrades, retrofits, etc., which will benefit the County, Contractor shall suggest the appropriate action.

Headend Equipment (CPUs, Input/Output, Workstations, etc.)

- "Basic" Coverage scheduled service and preventive maintenance on all covered components shall be scheduled and provided according to the Original Equipment Manufacturer's (OEM's) standards
- Contractor shall make a copy of current working database one (1) time per year

Field Panel Equipment (Digital System Controllers, Loop Remotes, Field Processing Units, etc.)

- "Basic" Coverage scheduled service and preventive maintenance on all covered components shall be scheduled and provided according to OEM's proprietary standards
- JCI shall make a copy of current working database one (1) time per year
- Critical points shall be verified/calibrated during scheduled service visits

Field Devices (Sensors, Transducers, Relays, etc.)

- "Basic" Coverage scheduled service and preventive maintenance on all covered components shall be scheduled and provided according to the OEM's proprietary maintenance standards

SCHEDULE A-5
JOHNSON CONTROLS, INC.
Metasys Control System Rates

LAC+USC Medical Center

Date of Board Approval through June 30, 2013

PREVENTIVE MAINTENANCE AND REPAIR SERVICES

The rate per hour shall be $135.00 for the first 416 hours for each 12 month period, beginning on date of Board approval. Maximum annual obligation is $56,160.
County shall pay quarterly in arrears for service calls on an as-needed basis.
Each service call shall be for a minimum of one hour.
The rate per hour shall be $182.50 beyond the initial 416 hours for each 12 month period.

TRAVEL AND MILEAGE

No charge for mileage and travel

PARTS

Parts for Metasys Control System shall be billed at 50% off purchased list price with a minimum one year warranty

ANNUAL MAXIMUM OBLIGATION	**$56,160**