



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#27 MAY 31, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

May 31, 2011

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First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

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Fifth District

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

Mitchell H. Katz, M.D.
Director

Dear Supervisors:

John F. Schunhoff, Ph.D.
Chief Deputy Director

APPROVAL OF MASTER AGREEMENTS FOR ENDOSCOPE PREVENTIVE MAINTENANCE AND REPAIR SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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

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www.dhs.lacounty.gov

SUBJECT

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

Request approval to execute Master Agreements with five vendors for the provision of preventive maintenance and repair services for endoscopes at Department of Health Services' facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute a Master Agreement with Associated Endoscopy, Inc., Endo Choice, Medical Resources, Inc., Scope Connection, and Total Repair Express as listed on Attachment A, for the provision of preventive maintenance and repair services for endoscopes located at Department of Health Services (DHS) facilities, effective on July 1, 2011 for the period through June 30, 2016, with an estimated annual cost of \$97,000 and total estimated cost of \$485,000 for the term of the Master Agreement.
2. Delegate authority to the Director, or his designee, to amend the above mentioned Master Agreement to add or delete other DHS facilities and add or delete endoscope equipment contingent upon available funding.
3. Delegate authority to the Director, or his designee, to execute a Master Agreement with new qualified vendors, who have been identified and selected



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through a qualification process, during the entire term of the Master Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director to execute a new Master Agreement, substantially similar to Exhibit I, with the five vendors initially qualified through a DHS Request for Statement of Qualifications (RFSQ) process. The Master Agreement is for provision of preventive maintenance and repair services for a wide variety of endoscopes located at DHS facilities. Endoscope preventive maintenance and repair services are currently provided under an agreement that expires June 30, 2011, as well as under various Purchase Orders.

Facility staffs use endoscopes to aid in medical diagnoses, determine treatment options and treat certain conditions. Endoscopes supply doctors with clear images of internal organs and are frequently used in operating rooms and gastro-intestinal labs. Endoscopes must be checked frequently for leaks, clogging, fluid invasion, and other needed repair services. Proper maintenance is crucial to maximizing the endoscope's effectiveness and longevity. The Master Agreement will provide five qualified vendors that DHS facilities can utilize for maintenance and repair services for the variety of endoscopes used to provide vital patient care. Contracting with more than one vendor will ensure the facilities have access to qualified service vendors to meet their needs.

Approval of the other two recommended actions will allow for the effective administration of the Master Agreement and ensure timely response to needed equipment repair services to ensure continued critical patient care needs throughout DHS.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

Under the Master Agreement, DHS Facilities will be able to select the appropriate contractor(s) to meet equipment repair needs as they arise. Expenditures under the Master Agreements will vary depending on services provided. Based on historical expenditures, the estimated cost for Fiscal Year 2011-12 is \$97,000 and \$485,000 through June 30, 2016. Attachment B provides a breakdown of the DHS facilities estimated annual cost under the Master Agreement.

If other DHS facilities are added to this Master Agreement, each facility will ensure that their budget can support and reflect their access to the Master Agreement.

Funding is included in DHS' FY 2011-12 Recommended Budget and will be requested in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Master Agreement contains all of the latest Board-mandated provisions. The County may terminate each of the Agreements with 10 days prior written notice. DHS has determined that these are not Proposition A Agreements because the services provided are intermittent and highly

specialized, therefore, the County's Living Wage Program County Code Charter 2.201 does not apply. Rates are standardized throughout all DHS facilities with the implementation of this Master Agreement.

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

CONTRACTING PROCESS

On June 30, 2010, DHS released a RFSQ for Preventive Maintenance and Repair of Endoscopes. The RFSQ was advertised in the L.A. County Online and DHS websites. Additionally, a notice of the RFSQ was sent directly to the current and other potential vendors. By the July 30, 2010 initial deadline to submit responses to the RFSQ, five responses were received. All five vendors, including the current contractor, Total Repair Express, met the minimum qualifications and are being recommended for a Master Agreement at this time to provide endoscope preventive maintenance and repair services. The RFSQ for Preventive Maintenance and Repair of Endoscopes is an ongoing solicitation posted on the DHS website. Additional vendors can be added to the Master Agreement if they meet the minimum qualifications.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these Agreements will allow DHS to obtain vital endoscope preventive maintenance and repair services and ensure continuity of care.

Respectfully submitted,



Mitchell H. Katz, M.D.

Director

MHK:jec

Enclosures

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

**ENDOSCOPES
PREVENTIVE MAINTENANCE AND REPAIR SERVICES**

QUALIFIED VENDORS

ASSOCIATED ENDOSCOPY, INC.

45 E. St. Joseph Street
Arcadia, CA 91006
Tel: (626) 445-5400
Fax: (626) 445-0033

Steven Cha, CEO
Email: steven.cha@aeiscopes.com

TOTAL REPAIR EXPRESS

10-1 Elene Court
Hillsborough, New Jersey 08844
Tele: (908) 904-1317
Fax: (908) 904-9083

Grace Paonessa, Contract Administrator
gpaonessa@totalrepairexpress.com

MEDICAL RESOURCES, INC.

5655 Lindero Canyon Road, #104
Westlake Village, CA 91362
Tel: (818) 735-0404
Fax: (818) 735-0608

Richard Ojalvo, President
Email: richard@medicalresourcesinc.com

ENDO CHOICE

11810 Wills Road, Suite 100
Alpharetta, GA 30009
Tel: (770) 682-8700
Fax: (866) 567-8218

Brit Young, CEO
Email: sales@endochoice.com

SCOPE CONNECTION

3 West Capital, Inc. DBA: Scope
Connection
440 Hindry Avenue, Unit C
Inglewood, CA 90301
Tel: (310) 670-9378
Fax: (888) 812-6247

Jeffrey Sole, President
Email: jsole@scopeconnection.com

Jake Buchanan, Territory Manager
Tel: (714) 656-7749 (Cell)
Email: jake.buchanan@endochoice.com

DEPARTMENT OF HEALTH SERVICES
ENDOSCOPES
Preventive Maintenance & Repair Services

DHS Facilities	July 1, 2011 - June 30, 2012	Jul 1, 2012 - June 30, 2013	Jul 1, 2013 - June 30, 2014	Jul 1, 2014 - June 30, 2015	Jul 1, 2015 - June 30, 2016	5-Year Total
HARBOR-UCLA MC	\$82,000	\$82,000	\$82,000	\$82,000	\$82,000	\$410,000
OLIVE VIEW-UCLA MC	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Total Estimated Annual Cost	\$97,000	\$97,000	\$97,000	\$97,000	\$97,000	\$485,000

DEPARTMENT OF HEALTH SERVICES



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

**ENDOSCOPE PREVENTIVE MAINTENANCE AND
REPAIR SERVICES**

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STANDARD EXHIBITS

- A. STATEMENT OF WORK
- B. PRICING SCHEDULE
- C. COUNTY'S ADMINISTRATION
- D. CONTRACTOR'S ADMINISTRATION
- E. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F. CONTRACTOR'S EEO CERTIFICATION
- G. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM
- H. SAFELY SURRENDERED BABY LAW
- I. MEDICAL HEALTH SCREENING

**MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
ENDOSCOPE EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Master Agreement and Exhibits (hereinafter referenced to as "Agreement")
made and entered into this _____ day of _____, 2011

by and between the

COUNTY OF LOS ANGELES
(hereinafter referred to as "County")

and

(hereinafter referred to as "Contractor")

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

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

WHEREAS, the Contractor is a private firm specializing in providing preventive maintenance and repair services for endoscope equipment; and

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

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

WHEREAS, Contractor is authorized under the laws of the State of California to engage in the business of providing endoscope preventive maintenance and repair services, and possesses the competence, expertise, and personnel necessary to provide such services described hereunder; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B-1 and B-2, C, D, E, F, G, H and I 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-1** - Pricing Schedule (All inclusive)
- EXHIBIT B-2** - Pricing Schedule (Fee For Service)
- 1.3 EXHIBIT C** - County's Administration
- 1.4 EXHIBIT D** - Contractor's Administration
- 1.5 EXHIBIT E** - Contractor Acknowledgement and Confidentiality Agreement
- 1.6 EXHIBIT F** - Contractor's EEO Certification
- 1.7 EXHIBIT G** - Compliance with the County's Jury Service Program
- 1.8 EXHIBIT H** - Safely Surrendered Baby law
- 1.9 EXHIBIT I** - Medical Health Screening

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:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contract:** Agreement executed between County and Contractor.
- 2.3 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.4 **Contractor Representative:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **DHS:** Department of Health Services
- 2.7 **Director:** Director of DHS or his/her authorized designee.
- 2.8 **DHS Facility(s):** Medical Centers, Rehabilitation Center, Health Centers, or Ambulatory Care Centers all within DHS.
- 2.9 **Facility Contract Manager:** DHS Facility staff designated to manage the operations under this Agreement.
- 2.10 **Facility Contract Monitor:** DHS Facility staff 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 July 1, 2011, and shall continue in full force and effect to and include June 30, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 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 DHS at the address herein provided in Exhibit C - County's Administration.

5.0 BILLING AND PAYMENT

- 5.1 The Contractor shall be paid in accordance with Exhibits B-1 and B-2 - Pricing Schedules.
- 5.2 The Contractor's rates to County shall remain firm and fixed for the term of the Agreement.
- 5.3 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.

- 5.4** 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 C - County's Administration.
- 5.5** The rates indicated in Exhibits B-1 and B-2 - Pricing Schedules shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all system components provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of System Maintenance and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.
- 5.6** Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.
- 5.7 **No Payment for Services Provided Following Expiration/ Termination of Agreement****
- The Contractor shall have no claim against 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 County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of

County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.8 Invoices and Payments

5.8.1 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 Exhibits B-1 and B-2 - Pricing Schedules, 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.

5.8.2 The Contractor's invoices shall be priced in accordance with Exhibits B-1 and B-2 - Pricing Schedules.

5.8.3 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(s) and/or other work for which payment is claimed.

5.8.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.8.5 County shall not pay Contractor for travel or mileage or miscellaneous expenses.

5.8.6 All invoices under this Agreement shall be submitted in two (2) copies to the appropriate Facility address (set forth in Exhibit C) where endoscope repairs are done.

5.8.7 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Facility Contract 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.

5.8.8 The County shall pay sales tax on taxable purchase (tangible personal property) from Contractors who possess and maintain a California State "Valid Seller's Permit" as required by the California State, Board of Equalization. Contractors who sell personal property from outside of the State of California and possess a valid California seller's permit shall pay the sales tax.

The County shall verify the seller's permit number by contacting the California State Board of Equalization or via the Internet at, www.boc.ca.gov.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. 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 C - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 FACILITY CONTRACT MANAGER

The responsibilities of the Facility Contract Manager include:

- meeting with the Contractor's Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The Facility Contract 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 County in any respect whatsoever.

6.2 FACILITY CONTRACT MONITOR

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

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 CONTRACTOR'S REPRESENTATIVE

7.1.1 The Contractor's Representative is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Representative.

7.1.2 The Contractor's Representative shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Facility Contract Manager and Facility Contract Monitor on a regular basis.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

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

7.3 APPROVAL OF CONTRACTOR'S STAFF

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 Representative.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

(Intentionally Omitted)

7.6 CONFIDENTIALITY

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, 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 Contractor shall indemnify, defend, and hold harmless 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. 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 County without County's prior written approval.

7.6.3 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 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit E.

7.7 MEDICAL SCREENING

Contractor shall ensure that all of its staff providing services in a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit I, Medical Health Screening. The cost of the Medical Health Screening shall be at the expense of the Contractor.

7.8 STAFF PERFORMANCE UNDER THE INFLUENCE

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.

7.9 MANDATORY PERSONNEL MONITORING REPORTS

(Intentionally Omitted)

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the term or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Board of Supervisors and the Contractor.

8.1.2 The Director or his authorized designee is authorized to execute and approve amendments in the form of Administrative Amendments which may add or delete, contractors, facilities or equipment at DHS Facilities as necessary to provide patient care or to assure that Facility(s) operations are maintained.

8.1.3 The County's Board of Supervisors 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 Supervisor or Director. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Board of Supervisors and Contractor.

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 County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, 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 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 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 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 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 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, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by 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 County employees and imposes similar reductions with respect to 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 (45 C.F.R. PART 76)

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, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of 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 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.6.1 Within 30 business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 15 business days for County approval.

8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility Contract Manager of the status of the investigation within 15 business days of receiving the complaint.

8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.6.7 Copies of all written responses shall be sent to the Facility Contract Manager within 15 business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, 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 Contractor shall indemnify, defend, and hold harmless 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 Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own

counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. 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 County without County's prior written approval.

8.7.3 Facilities Rules and Regulations

During the time that Contractor's agents, employees, or subcontractors are at a Facility(s), Contractor and such persons shall be subject to the rules and regulations of that Facility(s). Facility Contract Manager shall furnish a copy of rules and regulations to Contractor pertaining to the Facility(s) prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

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 F - 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 G 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 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) 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 the contract 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 contract 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. 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 PROGRAM 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 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.

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 years but may exceed five 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 County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from 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 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of contract upon which 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 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.

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

8.18 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 identified in the Work Order. 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 of Supervisors.

The report 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 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, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.19.3 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. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to 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, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

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

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 (HIPAA)

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

8.26.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

8.26.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

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 subparagraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

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 liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 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 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 County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to 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 (\$50,000.00) 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, Director
Contract Administration & Monitoring
and

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to 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 Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against

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 Contractor and/or 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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. 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 Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.29.4 Failure to Maintain Insurance

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 County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

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 County.

8.29.6 Contractor's Insurance Shall Be Primary

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 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 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

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage.

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 Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain 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)

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 Contractor to reduce or eliminate policy

deductibles and SIRs as respects the County, or to provide a bond guaranteeing 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. 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

Contractors 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, 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 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 County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$2 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 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 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 County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to 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.

8.31 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES

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 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 Invoice; 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 Five Hundred Dollars (\$500) per day per infraction, 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. Equipment Specific Performance Standards are described in the Statement of Work (SOW), Paragraph 8, Quality Control.

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 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 MOST FAVORED PUBLIC ENTITY

(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 the Department of Health Services 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 Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility Contract Manager 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 H of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

8.39.1 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 C - County's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.39.2 Electronic Notice - In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit D 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 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 those documents which were required to be submitted in response to the

solicitation process for this Master 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 Facility Contract Director. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of 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 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 maintain 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 Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (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 Contractor's services under this Agreement, 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 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, Contractor shall forward a fully executed subcontract to the County for their 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. 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 – 6th Floor East
Los Angeles, CA 90012
Attention: Kathy K. Hanks, Director
Contract Administration & Monitoring

Before any subcontractor employee may perform any work hereunder.

8.47 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 ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

8.49 TERMINATION FOR CONVENIENCE

8.49.1 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 ten (10) days after the notice is sent.

8.49.2 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.

8.49.3 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.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of Facility Contact Manager:

- 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.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, 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.

8.50.3 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 8.50.2 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.

8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 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.

8.51.2 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.52 TERMINATION FOR INSOLVENCY

8.52.1 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 sixty (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.

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 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.

8.54 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.

8.55 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees 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.

8.56 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.

8.57 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 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.58 WARRANTY AGAINST CONTINGENT FEES

8.58.1 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.

8.58.2 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.

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.

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

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

**ENDOSCOPE PREVENTIVE
MAINTENANCE AND REPAIR SERVICES**

STANDARD EXHIBITS

TABLE OF CONTENTS STANDARD EXHIBITS

STANDARD EXHIBITS

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STATEMENT OF WORK



STATEMENT OF WORK

ENDOSCOPE PREVENTIVE MAINTENANCE AND REPAIR SERVICES

1. SCOPE OF WORK: Contractor shall provide Preventive Maintenance Services and As-Needed Repair Services in this Statement of Work.
2. DEFINITIONS: Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Exhibit A.
 - "Equipment" shall mean an instrument, apparatus, machine, or other similar or related article, including all components, parts, accessories, replacements, and/or upgrades, which is intended for viewing the interior of a hollow organ of a Facility patient.
 - "Preventive Maintenance Services" shall mean services performed by Contractor to preserve the original functional and operational state of the equipment covered under the terms of this Agreement.
 - "Repair Services" shall mean the restoration of each piece 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,
 - "Medical Incident" shall mean the involvement of any equipment covered under this Agreement that has or may have caused or contributed to a patient's injury, serious illness, or death.
 - "In Service" shall mean the in use or in stand-by status available for use by Facility.
3. SERVICES TO BE PERFORMED BY CONTRACTOR: Contractor shall provide the following services for equipment listed in Exhibit B-1 and any others that may be added:

- A. Preventive Maintenance Services: Contractor shall perform routine Preventive Maintenance Services for equipment covered under this Agreement, listed in the pricing schedules set forth in Exhibits B-1 and B-2, as selected by Facility. Such services shall be performed 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 [including, but not limited to The Joint Commission, Occupational Safety and Health Administration ("OSHA"), CCR Title 22, and College of American Pathologist ("CAP") 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.

Contractor shall provide on-site Preventive Maintenance Inspections, as required by Facility, to identify situations that may materially impact repair costs. Contractor shall advise facility of any unusual conditions and provide training to the Gastro-intestinal and Operating Room Departments related to equipment handling in the cleaning room (100% leak testing commitment, cleaning room logistics, cleaning tech knowledge, etc.).

- B. As-Needed Repair Services: Contractor shall perform as-needed repair services including minor and major repairs, e.g. overhaul, modification or refurbishing based on the pricing schedules set forth in Exhibits B-1 and B-2, as selected by Facility. Contractor shall respond to a service call within four (4) hours. Contractor shall perform such services within a time period mutually agreed upon by Facility and Contractor.
- C. Education and Training for County Employees: Contractor shall provide on-site in-service education and training sessions on the correct care,

cleaning, and handling of scopes for the Gastro-Intestinal and Operating Room Departments.

D. Compliance with Facility Equipment Risk Management Program:

Contractor shall, in association with Facility staff, comply with facility equipment risk management program. Such Program shall require written documentation of all Medical Incidents that involve equipment covered under this Agreement, whereby such equipment has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall describe the incident, the equipment involved in the Medical Incident, and any subsequent examination of such equipment.

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

E. Loaner or Replacement Program:

- 1) Contractor shall provide a Loaner or Replacement Program to help continue services without interruption while equipment is being repaired at no cost to County. Loaners shall be provided when scope repairs are scheduled to take more than 3 business days.
- 2) Contractor shall provide an inventory list of loaner scopes available and contact information to each facility within ten (10) calendar days prior to the effective date of the agreement.
- 3) Contractor shall pay for the shipping and handling expenses of Loaner or Replacement endoscopes.

F. 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. Contractor service personnel shall also repair any defective parts purchased and installed by such contractor service personnel and shall repair any damage to the equipment resulting from, and to the extent of, Contractor's negligence or willful misconduct, at no additional cost to County.
- 3) Reports: Contractor shall prepare, submit to Facility Administrator, and maintain a written record of all services (service report) provided on each piece of equipment at the Facility on a monthly basis. Such service report(s) shall: (a) meet all licensing, accrediting and regulatory agency requirements, (b) clearly identify the equipment serviced by model number, serial number, Los Angeles County Capital Asset Leasing or Los Angeles County number (if available), (c) include an itemization and description of services performed, including electrical checks and calibration reading, (d) list any parts installed, (e) include the service date(s), and (f) give the name of the service technician who performed the service. A copy of such service report shall be given to the Facility at the time the service is performed. Such service reports are the property of County and shall remain on-site at each Facility.

4. CONTRACTOR PERSONNEL:

- A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of services described hereunder. Contractor's administrator shall be available at all times (Monday through Friday, 8:00 a.m. to 5:00 p.m.), excluding County holidays, to act as a central point of contact with County personnel.
- B. Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, email address, 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.

- C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.
 - D. Contractor service personnel shall be appropriately licensed, certified, credentialed, and/or trained to perform the preventive maintenance and repair services hereunder.
 - E. Contractor shall assume the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.
5. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director, or his designee, to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.
6. COUNTY FURNISHED PROPERTY AND SERVICES: At the Director's, or his designee, sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by Contractor. In the event the Director or his designee assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for the purposes other than the performance of this Agreement.

At the Director's, or his designee, sole discretion, County may provide access to telephones, fax machines, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement.

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

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

- A. Improper use, gross neglect, misplacement, air conditioner or humidity control malfunction or failure, Facility electrical system malfunction or failure;
- B. Repair, maintenance, modification, relocation, or reinstallation by any other than Contractor-authorized personnel;
- C. Acts of God, fires, floods, war, acts of sabotage, riots, accidents, or other causes;

In the event that excluded services are required by a Facility, such services shall be billed to County at the rates described in Exhibits B-1 and B-2.

PRICING SCHEDULES



**County of Los Angeles
DEPARTMENT OF HEALTH SERVICES**

**ENDOSCOPES
Preventive Maintenance and Repair Services (All Inclusive)**

VENDOR NAME:

Number	Model #	Serial#	Type of Scope	Category	Annual Cost per Scope
1	0502-457-010	202087	10MM 0 DEGREE	RIGID	
2	0502-457-010	200323	10MM 0 DEGREE	RIGID	
3	FLEXISCOPE	6212	ACMI ACN2 CE0344	FLEXIBLE	
4	ACN-2	0344	ACMI CYSTOSCOPE	FLEXIBLE	
5	M3-0	036393	ACMI CYSTOSCOPE	RIGID	
6	M3-12	018292	ACMI CYSTOSCOPE	RIGID	
7	M3-30	029867	ACMI CYSTOSCOPE	RIGID	
8	M3-30	10-30FOA	ACMI CYSTOSCOPE	RIGID	
9	M3-70	039428	ACMI CYSTOSCOPE	RIGID	
10	G27L30WA	069043	ACMI HYSTERESCOPE	RIGID	
11	FLEXISCOPE	564	ACMI INVISIO	FLEXIBLE	
12	M3-30A	729439	ACMI M3-30A	RIGID	
13	M3-30A	744254	ACMI M3-30A	RIGID	
14	DUR-8 ELITE		ACMI URETEROSCOPE	FLEXIBLE	
15	0 SCOPE	064256	ACMI/CIRCON	RIGID	
16	30 SCOPE	317389	ACMI/CIRCON	RIGID	
17	30 SCOPE	389924	ACMI/CIRCON	RIGID	
18	30 SCOPE	019567	ACMI/CIRCON	RIGID	
19	30 SCOPE	040611	ACMI/CIRCON	RIGID	
20	30 SCOPE	063465	ACMI/CIRCON	RIGID	
21	30 SCOPE		ACMI/CIRCON	RIGID	
22	70 SCOPE	356765	ACMI/CIRCON	RIGID	
23	70 SCOPE	366117	ACMI/CIRCON	RIGID	
24	70 SCOPE	020545	ACMI/CIRCON	RIGID	
25	70 SCOPE	041388	ACMI/CIRCON	RIGID	
26	G27L 30WA	070181	ACMI/CIRCON	RIGID	
27	M2 30 SCOPE	009836	ACMI/CIRCON	RIGID	
28	M3 12 SCOPE	038480	ACMI/CIRCON	RIGID	
29	M3 30' GOLD	749104	ACMI/CIRCON	RIGID	
30	M3 30'	29867	ACMI/CIRCON	RIGID	
31	M3 30'	40611	ACMI/CIRCON	RIGID	
32	M3 70'	046126	ACMI/CIRCON	RIGID	
33	M3 70' GOLD	748744	ACMI/CIRCON	RIGID	
34	M3-30A GOLD	721443	ACMI/CIRCON	RIGID	
35	M3-30A GOLD	722242	ACMI/CIRCON	RIGID	
36	M3-70A GOLD	57090	ACMI/CIRCON	RIGID	
37	M3-70A GOLD	726133	ACMI/CIRCON	RIGID	
38	G27L 12A	63862	ACMI/CIRCON G27L 12A	RIGID	
39	G27L 30 WA	70181	ACMI/CIRCON G27L 30WA	RIGID	
40	LAP 10-0	082082	ACMI/CIRCON LAPAROSCOPE 0 10mm	RIGID	
41	LAP5-0MA	053640	ACMI/CIRCON LAPAROSCOPE 0 5mm	RIGID	

Number	Model #	Serial#	Type of Scope	Category	Annual Cost per Scope
42	M2 30'	9836	ACMI/CIRCON M2 30 DEGREE	RIGID	
43	M3 12'	38480	ACMI/CIRCON M3 12 DEGREE	RIGID	
44	M3G 12'	29775	ACMI/CIRCON M3G 12 DEGREE	RIGID	
45	M3 0'	36393	ACMI/CIRON M3	RIGID	
46	M3 12A 12'	54068	ACMI/CIRON M3 12A 12 DEGREE	RIGID	
47	83-1340	CSE708004	CODMAN VENTRICULOSCOPE	RIGID	
48	10020ATA	30861	HOPKINS 0 DEGREE	RIGID	
49	27017A	LQ03	HOPKINS 0 DEGREE	RIGID	
50	27005AA	057242S	HOPKINS 4MM 0 DEGREE	RIGID	
51	26006 AA	300601	HOPKINS II 0 DEGREE	RIGID	
52	26006AA	3005601	HOPKINS II 0 DEGREE	RIGID	
53	7210BA	43365	HOPKINS II 30 DEGREE	RIGID	
54	A952	2-95	JARIT LAPAROSCOPE 30 10mm	RIGID	
55	MRI 530	1466	JARIT LAPAROSCOPE 30 10mm	RIGID	
56	MRI 543	1443	JARIT LAPAROSCOPE 30 5mm	RIGID	
57	0 SCOPE	27005A	KARL STORZ	RIGID	
58	30 SCOPE	72106A	KARL STORZ	RIGID	
59	8702D	29500	KARL STORZ-HOPKINS 90 DEGREE	RIGID	
60	8702D	CT03	KARL STORZ-HOPKINS 90 DEGREE	RIGID	
61	8702D	IQ02	KARL STORZ-HOPKINS 90 DEGREE	RIGID	
62	8702D	IR03	KARL STORZ-HOPKINS 90 DEGREE	RIGID	
63	10MM	62082	LAP 10-0 FDA	RIGID	
64		63640	LAP 5-OMA	RIGID	
65	30 SCOPE	1081/NT-443	MRI	RIGID	
66	540	1485	MRI 0 DEGREE	RIGID	
67	NT-443	1081	MRI 30 DEGREE	RIGID	
68	540	1481	MRI 540 0 DEGREE	RIGID	
69	540	1484	MRI 540 0 DEGREE	RIGID	
70	540	1486	MRI 5MM 0 DEGREE	RIGID	
71	30'	1462	NT-543	RIGID	
72	CYF-5		OLYMPUS	FLEXIBLE	
73	CYF-5		OLYMPUS	FLEXIBLE	
74	GIF - XP10	262066	OLYMPUS - Pediatric Gastroscope	FLEXIBLE	
75	GIF 2T100	2861321	OLYMPUS - Therapeutic Gastroscope	FLEXIBLE	
76	GIF H180	2703978	OLYMPUS - Therapeutic Gastroscope	FLEXIBLE	
77	GIF IT140	2810540	OLYMPUS - Therapeutic Gastroscope	FLEXIBLE	
78	CHF-B20	1900140	OLYMPUS (Daughter Scope)	FIBER FLEXIBLE	
79	TJF-M20	1310456	OLYMPUS (Mother Scope)THERAPEUTIC ERCP	FIBER FLEXIBLE	
80		310027	OLYMPUS 10 MM	RIGID	
81	A5254	101978	OLYMPUS 10 MM 0 DEGREE LAPAROSCOPE	RIGID	
82	GIF-XTQ 160	2700403	OLYMPUS 6MM BIG SCOPE	FLEXIBLE	
83	GIF-XTQ 160	2700403	OLYMPUS 6MM BIG SCOPE	FLEXIBLE	
84	BF-10	2500914	OLYMPUS BRONCHOSCOPE	FIBER FLEXIBLE	
85	BF-10	2500914	OLYMPUS BRONCHOSCOPE	FIBER FLEXIBLE	
86	BF-10	2612757	OLYMPUS BRONCHOSCOPE	FIBER FLEXIBLE	
87	BF-10	2612757	OLYMPUS BRONCHOSCOPE	FIBER FLEXIBLE	
88	BF-160	1312044	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
89	BF-160	1513349	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
90	BF-20	2800293	OLYMPUS BRONCHOSCOPE	FIBER FLEXIBLE	
91	BF-IT180	2600257	OLYMPUS BRONCHOSCOPE	FLEXIBLE	

Number	Model #	Serial#	Type of Scope	Category	Annual Cost per Scope
92	BF-MP160F	2600154	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
93	BF-P20D	2901068	OLYMPUS BRONCHOSCOPE	FIBER FLEXIBLE	
94	BF-P30	514379	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
95	BF-P30 (PEDS 3C-10)	2302208	OLYMPUS BRONCHOSCOPE	FIBER FLEXIBLE	
96	BF-P40	1910095	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
97	BF-P40	2800540	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
98	BF-Q180	2600344	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
99	BF-Q180	2600807	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
100	BF-Q180	2600812	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
101	BF-Q180	2600344	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
102	BF-XP40	2500914	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
103	CYF-4	W102714	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
104	CYF-4	W102715	OLYMPUS BRONCHOSCOPE	FLEXIBLE	
105	OTV-S6H-1F	7100871	OLYMPUS CAMERA	FLEXIBLE	
106	OTV-S6H-1F	7101264	OLYMPUS CAMERA	FLEXIBLE	
107	CHF-P20	2000879	OLYMPUS CHOLEDOSCOPE	FLEXIBLE	
108	CF - H180AL	2703566	OLYMPUS COLONOSCOPE	FLEXIBLE	
109	CF - H180AL	2703615	OLYMPUS COLONOSCOPE	FLEXIBLE	
110	CF -IT100L	2070364	OLYMPUS COLONOSCOPE	FLEXIBLE	
111	CF100TL	2462207	OLYMPUS COLONOSCOPE	FLEXIBLE	
112	CF-100TL	2361349	OLYMPUS COLONOSCOPE	FLEXIBLE	
113	CF-100TL	2361364	OLYMPUS COLONOSCOPE	FLEXIBLE	
114	CF-10L	2412050	OLYMPUS COLONOSCOPE	FIBER FLEXIBLE	
115	CF-1T100L	2221258	OLYMPUS COLONOSCOPE	FLEXIBLE	
116	CF-1T100L	2352172	OLYMPUS COLONOSCOPE	FLEXIBLE	
117	CF-1T100L	2863330	OLYMPUS COLONOSCOPE	FLEXIBLE	
118	CF-1T10L	2611587	OLYMPUS COLONOSCOPE	FIBER FLEXIBLE	
119	CF-H180AL	2602044	OLYMPUS COLONOSCOPE	FLEXIBLE	
120	CF-H180AL	2602062	OLYMPUS COLONOSCOPE	FLEXIBLE	
121	CF-H180AL	2602072	OLYMPUS COLONOSCOPE	FLEXIBLE	
122	CF-H180AL	2602073	OLYMPUS COLONOSCOPE	FLEXIBLE	
123	CF-H180AL	2602062	OLYMPUS COLONOSCOPE	FLEXIBLE	
124	CF-Q160AL	2315454	OLYMPUS COLONOSCOPE	FLEXIBLE	
125	CF-Q180AL	2501283	OLYMPUS COLONOSCOPE	FLEXIBLE	
126	CF-Q180AL	2501286	OLYMPUS COLONOSCOPE	FLEXIBLE	
127	CF-Q180AL	2501291	OLYMPUS COLONOSCOPE	FLEXIBLE	
128	CF-130S	2300008	OLYMPUS COLONOSCOPE SIG (SHORT)	FLEXIBLE	
129	CF-130S	2400541	OLYMPUS COLONOSCOPE SIG (SHORT)	FLEXIBLE	
130	CF-140S	2811077	OLYMPUS COLONOSCOPE SIG (SHORT)	FLEXIBLE	
131	CF-140S	2600193	OLYMPUS COLONOSCOPE SIG (SHORT)	FLEXIBLE	
132	MH-240	1610630	OLYMPUS ENDOSCOPE	FLEXIBLE	
133	TJF-100	2240911	OLYMPUS ENDOSCOPE	FLEXIBLE	
134	TJF-100	2351351	OLYMPUS ENDOSCOPE	FLEXIBLE	
135	ENF GP	1402388	OLYMPUS ENT SCOPE	FLEXIBLE	
136	ENF TYPE GP	1801668	OLYMPUS ENT SCOPE	FLEXIBLE	
137	ENF TYPE GP	1301510	OLYMPUS ENT SCOPE	FLEXIBLE	
138	ENF-GP	1301558	OLYMPUS ENT SCOPE	FLEXIBLE	
139	JF-100	2241803	OLYMPUS ERCP	FLEXIBLE	
140	JF-130	2410244	OLYMPUS ERCP	FLEXIBLE	
141	JF-IT10	1623008	OLYMPUS ERCP SCOPE	FIBER FLEXIBLE	

Number	Model #	Serial#	Type of Scope	Category	Annual Cost per Scope
142	UC1140P-AL5	1600378	OLYMPUS FNA SCOPE GF	FLEXIBLE	
143	GF-UM130	1500557	OLYMPUS GASTROSCOPE	FLEXIBLE	
144	GF-UM130	1900268	OLYMPUS GASTROSCOPE	FLEXIBLE	
145	GF-UM20	1400632	OLYMPUS GASTROSCOPE	FLEXIBLE	
146	GIF-100	2315317	OLYMPUS GASTROSCOPE	FLEXIBLE	
147	GIF-100	2351299	OLYMPUS GASTROSCOPE	FLEXIBLE	
148	GIF-100	2351317	OLYMPUS GASTROSCOPE	FLEXIBLE	
149	GIF-100	2349517	OLYMPUS GASTROSCOPE	FLEXIBLE	
150	GIF-100	2351299	OLYMPUS GASTROSCOPE	FLEXIBLE	
151	GIF-100	2351317	OLYMPUS GASTROSCOPE	FLEXIBLE	
152	GIF-160	2510826	OLYMPUS GASTROSCOPE	FLEXIBLE	
153	GIF-160	2510846	OLYMPUS GASTROSCOPE	FLEXIBLE	
154	GIF-160	2510873	OLYMPUS GASTROSCOPE	FLEXIBLE	
155	GIF-160	2510826	OLYMPUS GASTROSCOPE	FLEXIBLE	
156	GIF-160	2510846	OLYMPUS GASTROSCOPE	FLEXIBLE	
157	GIF-160	2510873	OLYMPUS GASTROSCOPE	FLEXIBLE	
158	GIF-1T10	2620401	OLYMPUS GASTROSCOPE	FIBER FLEXIBLE	
159	GIF-1T100	2350920	OLYMPUS GASTROSCOPE	FLEXIBLE	
160	GIF-1T100	2350990	OLYMPUS GASTROSCOPE	FLEXIBLE	
161	GIF-1T100	2351028	OLYMPUS GASTROSCOPE	FLEXIBLE	
162	GIF-2T100	2350384	OLYMPUS GASTROSCOPE	FLEXIBLE	
163	GIF-2T100	2650947	OLYMPUS GASTROSCOPE	FLEXIBLE	
164	GIF-2T20	2200434	OLYMPUS GASTROSCOPE	FIBER FLEXIBLE	
165	GIF-H180	2602217	OLYMPUS GASTROSCOPE	FLEXIBLE	
166	GIF-H180	2602231	OLYMPUS GASTROSCOPE	FLEXIBLE	
167	GIF-H180	2602241	OLYMPUS GASTROSCOPE	FLEXIBLE	
168	GIF-H180	2602243	OLYMPUS GASTROSCOPE	FLEXIBLE	
169	GIF-PQ20	2013624	OLYMPUS GASTROSCOPE	FIBER FLEXIBLE	
170	GIF-Q180	2604742	OLYMPUS GASTROSCOPE	FLEXIBLE	
171	GIF-XP10	1400215	OLYMPUS GASTROSCOPE	FIBER FLEXIBLE	
172	GIF-XP160	2612131	OLYMPUS GASTROSCOPE	FLEXIBLE	
173	GIF-XP20	2111263	OLYMPUS GASTROSCOPE	FIBER FLEXIBLE	
174	GIF-XQ140	2913636	OLYMPUS GASTROSCOPE	FLEXIBLE	
175	GIF-XQ20	2700096	OLYMPUS GASTROSCOPE	FIBER FLEXIBLE	
176	LF-GP	1101515	OLYMPUS INTUBATION SCOPE	FLEXIBLE	
177	45-10MM	A5256	OLYMPUS LAP SCOPE 45 10mm	RIGID	
178	CHF-BP30	2820585	OLYMPUS NEW BABY SCOPES	FLEXIBLE	
179	CF-UE160-AL5	1700645	OLYMPUS NEW EUS SCOPE	FLEXIBLE	
180	GF-UC140P-AL5	1600378	OLYMPUS NEW EUS SCOPE	FLEXIBLE	
181	PCF-100	2350650	OLYMPUS PEDIATRIC COLONOSCOPE	FLEXIBLE	
182	PCF-100	2450727	OLYMPUS PEDIATRIC COLONOSCOPE	FLEXIBLE	
183	PCF-160AL	2532000	OLYMPUS PEDIATRIC COLONOSCOPE	FLEXIBLE	
184	PCF-Q180AL	2602535	OLYMPUS PEDIATRIC COLONOSCOPE	FLEXIBLE	
185	OSF-2	2315928	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	
186	OSF-2	2719471	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	
187	OSF-2	2719923	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	
188	OSF-2	2900151	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	
189	OSF-3	2324092	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	
190	OSF-3	2424205	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	
191	OSF-3	2800264	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	

Number	Model #	Serial#	Type of Scope	Category	Annual Cost per Scope
192	OSF-3	2800422	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	
193	OSF-3	NO SN PLT	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	
194	OSF-V60	2100864	OLYMPUS SIGMOIDOSCOPE	FLEXIBLE	
195	SIF-100	2400116	OLYMPUS SMALL INTESTINE SCOPE	FLEXIBLE	
196	TJF-100	2240911	OLYMPUS THERAPEUTIC ERCP	FLEXIBLE	
197	TJF-100	2351351	OLYMPUS THERAPEUTIC ERCP	FLEXIBLE	
198	TJF-130	2620910	OLYMPUS THERAPEUTIC ERCP	FLEXIBLE	
199	TJF-130	2620916	OLYMPUS THERAPEUTIC ERCP	FLEXIBLE	
200	TJF-160F	2302319	OLYMPUS THERAPEUTIC ERCP	FLEXIBLE	
201	TJF-160VF	2601063	OLYMPUS THERAPEUTIC ERCP	FLEXIBLE	
202	TJF-160VF	2601418	OLYMPUS THERAPEUTIC ERCP	FLEXIBLE	
203	TJF-20	2110697	OLYMPUS THERAPEUTIC ERCP	FIBER FLEXIBLE	
204	TJF-160VF	2601428	OLYMPUS THERAPEUTIC ERCP	FLEXIBLE	
205	URF TYPE P2	1100547	OLYMPUS URETEROSCOPE	FLEXIBLE	
206	URF TYPE P2	W200212	OLYMPUS URETEROSCOPE	FLEXIBLE	
207	CV-180	7632294	OLYMPUS VIDEO ENDOSCOPE	FLEXIBLE	
208	CV-180	7632892	OLYMPUS VIDEO ENDOSCOPE	FLEXIBLE	
209	BF-1T60		OLYMPUS 6.0MM DIA 3.0MM CH 60CM LENGTH		
210	BF-3C40		OLYMPUS BF-3C40 PEDIATRIC BRONCHOSCOPE		
211	BF-P180		OLYMPUS EVIS EXERA II DIAGNOSTIC VIDEOBRONCHOSCOPE		
212	BF-P60		OLYMPUS BF-P60 BROCHOFIBERSCOPE5.0MM DIA 2.2MM CH 60CM LENGTH		
213	BF-UC160F-OL8		OLYMPUS EVIS EXERA ULTRASONIC BRONCHOFIBERVIDEOSCOPE		
214	BF-XP160F		OLYMPUS EVIS EXERA BF-XP160FBRONCHOFIBER VIDEO SCOPE		
215	CF-100L		OLYMPUS CF-100L COLONOVIDEOSCOPE		
216	CF-140L		OLYMPUS CF-140L COLONOVIDEOSCOPE		
217	CF-1T140L		OLYMPUS CF-1T140L EVIS COLONOVIDEOSCOPE		
218	CF-2T160L		OLYMPUS CF-2T160L THERAPEUTIC VIDEOCOLONOSCOPE		
219	CF-Q160L		OLYMPUS CF-Q160L VIDEO COLONOSCOPE		
220	CF-Q160S		OLYMPUS CF-Q160S LARGE IMAGE VIDEO SIGMOIDOSCOPE		
221	CHF-B20		OLYMPUS CHF-B20 OES CHOLEDOCHOFIBERSCOPE		
222	CLK-4		OLYMPUS CLK-4 120V SIMPLIFIED LIGHT SOURCE		
223	CLV-160		OLYMPUS CLV-160 LIGHT SOURCE		
224	CLV-180		OLYMPUS CLV-180 EVIS EXERA II LIGHTSOURCE		
225	CLV-U40		OLYMPUS CLV-U40 UNIVERSAL LIGHT SOURCE		
226	CV-140K		OLYMPUS CV-140 KIT		
227	CV-160		OLYMPUS CV-160 VIDEO PROCESSOR WITHKEYBOARD		
228	CV-60		OLYMPUS CV-60		
229	ENF-P4		OLYMPUS ENF-P4 RHINO-LARYNGOFIBERSCOPE		
230	ENF-XP		OLYMPUS ENF-XP RHINOLARYNNGOSCOPE		
231	EU-C60		OLYMPUS EUS EXERA COMPACT ENDOSCOPICULTRASOUND CENTER		
232	EU-M30		OLYMPUS EU-M30 W/KEYBOARD ENDOSCOPICULTRASOUND PROCESSOR		
233	EU-M60		OLYMPUS EUS EXERA PROCESS W/ BROADBANDWIDTH IMAGING CINE REVIEW &DPR		
234	EU-ME1		OLYMPUS EU-ME1 ENDOSCOPIC ULTRASOUNDMECHANICAL-ELECTRONIC		

Number	Model #	Serial#	Type of Scope	Category	Annual Cost per Scope
235	GF-UCT140-AL5		OLYMPUS VIDEO LARGE CHANNEL CLA SCOPEFOR ALOKA, 3.7MM CHANNEL		
236	GF-UCT180		OLYMPUS EVIS EXERA II ULTRASOUNDCURVILINEAR ENDOSCOPE		
237	GF-UE160-AL5		OLYMPUS ORAE-RADIAL ELECTRONIC SCOPE		
238	GF-UM160		OLYMPUS LIGHTWEIGHT VIDEO RADIAL ULTRASOUND COMP W/ EU-M60 & SCAN		
239	GIF-140		OLYMPUS GIF-140 VIDEO GASTROVIDEOSCOPE		
240	GIF-1TQ160		OLYMPUS THERAPEUTIC VIDEO GASTRO SCOPE		
241	GIF-2T160		OLYMPUS GIF-2T160 THERAPEUTIC VIDEOGASTROSCOPE		
242	GIF-Q160		OLYMPUS GIF-Q160 VIDEO GASTROVIDEOSCOPE		
243	GIF-XTQ160		OLYMPUS GIF-XTQ160 6.0MM CHANNEL THERAPEUTIC GASTROSCOPE		
244	IS20040		OLYMPUS 90M0314 NDS 15-INCH VECTOR3 LCD MEDICAL GRADE FLAT PANEL		
245	IS20092		OLYMPUS NDS 19 INCH HD MEDICAL GRADELCD WITH MMI		
246	IS20190		OLYMPUS 90R0013 23" NDS HIGH RES LCDwith HD-SDI & DUAL IMAGING		
247	IS20197		OLYMPUS 90X0424 26" NDS RADIANCEDISPLAY W/MULTI MODALITY		
248	IS70010		OLYMPUS PANASONIC DVR LQ-MD800 MODEL		
249	LF-DP		OLYMPUS LF-DP TRACHEAL INTUBATION FIBERSCOPE-PORTABLE		
250	LF-TP		OLYMPUS LF-TP TRACHEAL INTUBATION FIBERSCOPE-PORTABLE		
251	LTF-160		OLYMPUS LTF-160, EVIS EXERA PLEURAVIDEOSCOPE		
252	MH-247-2-D		OLYMPUS MH-247-2D(BOC-2) ULTRA PROBE(NO PULSE UNIT MH241)		
253	MH-870		MH-870 EVIS EUS CABLE-MONITOREU-M30		
254	MH-878		MH-878 EVIS EUS CABLE-KEYBOARDEU-M30		
255	OBCU		OLYMPUS BALLOON CONTROL UNIT(120V)		
256	OEP-3		OLYMPUS OEP-3 OLYMPUS COLOR VIDEOPRINTER		
257	OEP-4		OLYMPUS OEP-4 OLYMPUS COLOR PRINTER		
258	OEV-143		OLYMPUS OEV-143 13 INCH OLYMPUS COLORVIDEO MONITOR		
259	OEV-191H		OLYMPUS 19" LCD HD TV FLAT PANELMONITOR		
260	OEV-201		OLYMPUS OEV-201 19IN HI-RES MEDICAL RGB COLOR MONITOR		
261	OEV-203		OLYMPUS OEV-203 19 INCH OLYMPUS COLORVIDEO MONITOR		
262	OFFP		OLYMPUS OFFP OLYMPUS FLUSHING PUMP W/FOOTSWITCH KM# 7501349		
263	OTV-S7H-1N		OLYMPUS VISERA CAM HEAD, ANGLED TYPE,MOIRE FILTER		
264	OTV-S7V-C		OLYMPUS VISERA DIGITAL CAMERA PROCESSOR W/DV OUTPUT,PC CARD, PIP BOD		
265	OTV-SC		OLYMPUS OTV-SC VIDEO PROCESSOR		
266	OVC-100		OLYMPUS OVC-100 VIDEO CONVERTER		
267	OVC-140		OLYMPUS OVC-140 OES VIDEO CONVERTER		
268	OVC-200		OLYMPUS OVC-200 VIDEO CONVERTER		
269	PCF-H180AL		OLYMPUS PCF-H180AL EVIS EXERA II ULTRATHIN COLONVIDEOSCOPE, LONG		
270	SIF-Q140		OLYMPUS SIF-Q140 VIDEO PUSH ENTEROSCOPE WITH ST-S2 OVERTUBE		
271	SIF-Q180		OLYMPUS SMALL INTESTINAL VIDEOSCOPEWITH NBI		

Number	Model #	Serial#	Type of Scope	Category	Annual Cost per Scope
272	SSD-ALPHA5-NET		OLYMPUS NEW ALOKA PROCESOR W/DICOM AL5PRO ULTRASOUND CLA ENDOSCOPES		
273	SSD-ALPHA5-PRN-CDR		OLYMPUS ALPHA5-PRN PLUS CD-R		
274	UM-2R-3		OLYMPUS ULTRASONIC PROBE 12MHZFREQUENCY		
275	UM-3R-2		OLYMPUS UM-3R-2 ULTRASONIC PROBE		
276	UM-3R-3		OLYMPUS ULTRASONIC PROBE 20MHZFREQUENCY		
277	UM-G20-29R-3		OLYMPUS WIRE GUIDED ULTRASONIC"THROUGH THE SCOPE" PROBE		
278	UM-S30-25R		OLYMPUS 30 MHZ ULTRASOUND PROBE, 2.5MMOD		
279	UP-5600MD		OLYMPUS SONY UP-5600MD COLOR VIDEO PRINTER		
280	UWS-1		OLYMPUS UWS-1 WATER PUMP FOR EUS		
281	FG-360X	A01168	PENTAX SCOPE AL-OLG9 7.5 MHZ	FLEXIBLE	
282	8880.402	577880	R. WOLF PANOVIEV 25 DEGREE	RIGID	
283	8880.431	583316	R. WOLF PANOVIEV PLUS 0 DEGREE	RIGID	
284	8880.431	160L7	R. WOLF PANOVIEV PLUS 0 DEGREE	RIGID	
285	10020ATA	30881	STORZ	RIGID	
286	10324A	DL0130	STORZ	RIGID	
287	27030B	LK	STORZ	RIGID	
288	26033AP	DR03	STORZ 10 MM	RIGID	
289	10018AA	223057	STORZ 3MM 0 DEGREE ARTHROSCOPE	RIGID	
290	26006AA	300601S	STORZ 5MM 0 DEGREE LAPAROSCOPE	RIGID	
291	STORZ 0	28020A	STORZ BRONCHOSCOPE	RIGID	
292	STORZ 0	10018AA	STORZ BRONCHOSCOPE	RIGID	
293	STORZ 0	10020ATA	STORZ BRONCHOSCOPE	RIGID	
294	STORZ 0	10324AA	STORZ BRONCHOSCOPE	RIGID	
295	STORZ 0	27017AA	STORZ BRONCHOSCOPE	RIGID	
296	STORZ 0	7210AA	STORZ BRONCHOSCOPE	RIGID	
297	STORZ 30	27015	STORZ BRONCHOSCOPE	RIGID	
298	STORZ 30	27005B	STORZ BRONCHOSCOPE	RIGID	
299	STORZ 30	7218BA	STORZ BRONCHOSCOPE	RIGID	
300	STORZ 70	27015C	STORZ BRONCHOSCOPE	RIGID	
301	STORZ 70	7218C	STORZ BRONCHOSCOPE	RIGID	
302	27005AA	57242	STORZ CYSTOSCOPE	RIGID	
303	502-244-070	531259	STRYKER	RIGID	
304	502-457-010	149986	STRYKER 0 DEGREE 10MM	RIGID	
305	502-457-010	158471	STRYKER 0 DEGREE 10MM	RIGID	
306	502-457-010	182305	STRYKER 0 DEGREE 10MM	RIGID	
307	502-485-010	156450	STRYKER 0 DEGREE 5MM	RIGID	
308	502-485-010	186986	STRYKER 0 DEGREE 5MM	RIGID	
309	502-485-010	195716	STRYKER 0 DEGREE 5MM	RIGID	
310	502-555-010	439158	STRYKER 0 DEGREE 5MM	RIGID	
311	502-243-030	279957	STRYKER 30 2.7MM	RIGID	
312	377-32	980901845	STRYKER 30 4MM	RIGID	
313	502-243-070	297944	STRYKER 70 DEGREE 2.7MM	RIGID	
314	502-457-010	151980	STRYKER LAPAROSCOPE 0 10MM	RIGID	
315	502-457-010	189015	STRYKER LAPAROSCOPE 0 10MM	RIGID	
316	502-457-010	312351	STRYKER LAPAROSCOPE 0 10MM	RIGID	
317	502-485-010	176504	STRYKER LAPAROSCOPE 0 5MM	RIGID	

Number	Model #	Serial#	Type of Scope	Category	Annual Cost per Scope
318	502-485-010	176557	STRYKER LAPAROSCOPE 0 5MM	RIGID	
319	502-485-010	187063	STRYKER LAPAROSCOPE 0 5MM	RIGID	
320	502-485-010	195709	STRYKER LAPAROSCOPE 0 5MM	RIGID	
321	502-457-030	166716	STRYKER LAPAROSCOPE 30 10MM	RIGID	
322	502-485-030	169495	STRYKER LAPAROSCOPE 30 5MM	RIGID	
323	502144975	260332	STRYKER SCOPE 30 1.7MM	RIGID	
324	502243030	279957	STRYKER SCOPE 30 1.9MM	RIGID	
325	502477031	301509	STRYKER SCOPE 30 4MM	RIGID	

Routine Preventive Maintenance and Repair Services Shall Include

- Annual Inspections and Repairs
- Parts and Labor
- Travel and Mileage
- Shipping and Handling (If required)
- Loaner and Replacement (If required)

County of Los Angeles
 Department of Health Services

ENDOSCOPES
 Preventive Maintenance and Repair Services (As Needed)

VENDER NAME:

	REPAIR DESCRIPTION	Unit Price
IMAGE		
	Remove Major Fluid	
	Remove Minor Fluid	
	Remove Humidity	
	Spider Web Stain Removal	
	Replace Image Fiber Bundle	
CCD		
	Reseal CCD Lens Assembly	
	Repair CCD Lens Assembly	
	Rewire EC Connector	
	Clean EC Connector	
	Repair CCD Wiring	
	CCD Rewire/Rebuild	
	Rewire EC Connector, Pentax Only	
	Replace Circuit Board, Pentax Only	
	Replace EC Connector	
	Recalibrate Pentax Video Image	
	Replace CCD Unit	
OCULAR		
	Rebuild Ocular	
	Clean Prism – Pre OES	
	Adjust Focus Ring	
	Reseal Ocular	
	Clean Ocular Contact Pin	
	Clean and Adjust Mask	
	Replace Eye Piece	
VIDEO CONTROL HEAD		
	Repair #1 Switch	
	Replace #1 Video Button	
	Reseal Video Head Button #1, #2, #3, or #4	
	Repair/Reseal Video Control Head Switches, including #1	
	Realign #1 Switch	
	Tighten Video Control Head	
	Replace Video Control Head (100 series)	
	Replace Video Control Head (140 series)	
	Replace Video Control Head (160 series)	
	Replace Video Control Head (200 series)	
	Repair/Replace Video Head Wires	
	Replace (1) Pentax Video Button	

	REPAIR DESCRIPTION	Unit Price
	Replace (2) Pentax Video Buttons	
	Replace (3) Pentax Video Buttons	
	Repair #4 Switch (140 Series only)	
NOZZLE		
	Clear Air/Water Nozzle, Flush Air/Water System	
	Replace Nozzle, Flush Air/Water System	
	Align Air/Water Nozzle	
	Reseal Air/Water Nozzle	
AIR/WATER CHANNEL		
	Clear Air/Water Channel, Insertion Tube	
	Clear Air/Water Channel, Light Guide Tube	
	Replace Air/Water Channel, Light Guide Tube	
	Replace Air/Water Channel, Insertion Tube	
	Reattach Air/Water Channel in Light Guide Tube at Control Body	
	Reattach Air/Water Channel in Insertion Tube at Control Body	
AUXILIARY WATER CHANNEL		
	Realign Auxiliary Water Port	
	Clear Auxiliary Water Port	
	Replace Auxiliary Top Hat	
	Clear Auxiliary Water Channel	
	Replace Auxiliary Water B-Cap	
	Replace Auxiliary Water Channel	
AIR/WATER SEPARATOR		
	Replace Air/Water O-Rings	
	Replace Air/Water Separator	
ETO VALVE		
	Align ETO Valve	
	Replace ETO Valve Pin	
	Reseal ETO Assembly	
	Repair ETO Valve Assembly	
C-COVER		
	Replace C-Cover	
	Reseal C-Cover	
	Clean Distal End Assembly	
LIGHT GUIDE COVER GLASS		
	Replace 1 Light Guide Cover Glass Assembly	
	Replace 2 Light Guide Cover Glass Assembly	
	Clean and Polish Light Guide Cover Glass	
	Reseal Light Guide Cover Glass	
	Clean and Polish Image Guide Cover Glass	
	Replace 1 Light Guide Cover Glass – small diameter and Pentax only	
	Replace 2 Light Guide Cover Glass – small diameter and Pentax only	

	REPAIR DESCRIPTION	Unit Price
OBJECTIVE LENS		
	Clean and Polish Image Guide Cover Glass	
	Repair Objective Lens	
	Reseal Objective Lens/Cover Glass	
	Replace Objective Lens	
BENDING SECTION		
	Reround Bending Section	
	Repair Bending Section Mesh	
	Repair Bending Section Mesh - Major	
	Replace Bending Section Mesh	
	Replace Bending Section	
	Rebuild Bending Section (includes wires and mesh)	
BENDING RUBBER		
	Replace Bending Rubber	
	Replace Bending Rubber under Puncture Proof Policy	
INSERTION TUBE		
	Patch Insertion Tube (At Branch)	
	Install Boot Extender	
	Reround Insertion Tube (PEA to Perform)	
	Exchange Boot Extender with an Extra Long Style	
	Align Insertion Tube	
	Replace Insertion Tube with New Tube	
	Replace Insertion Tube Boot Cone	
	Retube Insertion Tube (includes recoat and artwork)	
BIOPSY CHANNEL		
	Clear Biopsy Channel	
	Replace Biopsy Channel	
	Replace Bronchoscope Biopsy Channel	
BIOPSY ELEVATOR		
	Replace Elevator Retaining Plate	
	Adjust Biopsy Elevator	
	Clean Elevator Arm	
	Replace Elevator Control Hub Assembly	
	Replace Elevator Wire Stopper	
	Replace Elevator Wire Assembly	
ELEVATOR CHANNEL		
	Repair Elevator Cleaning Port	
	Lubricate Biopsy Elevator Channel	
	Replace Elevator Channel	
CONTROL BODY		
	Reseal Biopsy Port Stem	
	Replace Auxiliary Water Retaining Sleeve	
	Reseal S-Cover	
	Tighten Air/Water Cylinder	

	REPAIR DESCRIPTION	Unit Price
	Reseal Biopsy Port	
	Repair/Seal Control Body	
	Replace Control Body Housing	
	Replace Biopsy Port Stem O-Rings	
	Replace Control Body Grip	
	Replace Control Body Sleeve	
KNOBS		
	Rebuild/Reseal Angulation Control Knob Assembly	
	Rebuild/Reseal Free and Engage Knob Assembly	
	Repair Elevator Control Knob	
	Adjust Free and Engage Knob Assembly	
	Tighten Knob Assembly Bronchoscope Only	
	Knob Angle Shaft Replacement - Bronchoscope	
	Knob Angle Shaft Replacement - Gastroscopy	
	Knob Angle Shaft Replacement - Colonoscopy	
	Repair Internal Free Engage Knob Assembly	
	Replace R/L Control Knob Assembly	
	Replace U/D Control Knob Assembly	
	Replace Control Knob 40 Series Bronch	
ANGULATION		
	Tighten and Adjust Angulation	
	Adjust Angulation Stoppers	
	Replace Angulation Stopper	
	Replace Angulation Wire	
	Repair Angle Slide Guide	
	Replace Coil Pipe	
	Reattach Coil Pipe	
	Replace Angulation Wire and Coil Pipe Combo	
	Realign/Clean/Lubricate Angulation System	
	Clean/Lubricate Wire and Coil Pipe Combo	
	Replace Coil Pipe Assembly/Rebuild Angulation System	
	Replace Coil Pipe Assembly	
AL TENSIONER		
	Reseal Adjusting Ring	
	Replace Tension Wire	
	Replace AL System Collar Mount	
	Rebuild AL System	
	Adjust AL Tension	
DRUM WIRE		
	Clean Drum Wire or Chain Assembly	
	Replace Pentax Drum Wire Assembly	
	Replace Fujinon Drum Wires	
	Replace Welch Allyn Drum Wires	
SUCTION CYLINDER		
	Replace Suction Cylinder	
	Tighten Suction Cylinder	
	Deburr Suction Cylinder	

	REPAIR DESCRIPTION	Unit Price
LIGHT GUIDE TUBES		
	Patch Light Guide Tube (At Branch)	
	Reround Light Guide Tube	
	Light Guide Tube Replacement	
	Replace Light Guide Tube Boot Cone	
SUCTION CHANNEL		
	Clear Suction Channel, Light Guide Tube	
	Replace Suction Channel, Light Guide Tube	
	Clear Suction Channel, Control Body	
	Replace Suction Channel, Control Body	
LIGHT GUIDE CONNECTOR		
	Reseal Light Guide Connector	
	Reround Light Guide Connector	
	Reseal Suction Port	
	Clean Light Guide Connector	
	Clean and Reseal Light Guide Prong Pins	
	Replace Light Guide Connector Assembly	
	Replace Screw in Serial # Plate	
	Reseal Ground Connector	
	Rebuild Rear Connector Assembly (140 Series)	
	Reseal A/W Bottle Connector (LG Connector)	
	Replace Light Guide Connector Housing, Fiber Scopes	
	Realign Light Guide Connector	
LIGHT GUIDE PRONG/MOUNT		
	Tighten Prong and Mount	
	Clean and Seal Light Guide Prong	
	Repair Light Guide Prong	
	Replace Retaining Ring	
	Replace Air/Water Feed Prong	
	Tighten Rear Mount Assembly	
	Replace Light Guide Prong Lens	
LIGHT GUIDE BUNDLE		
	Replace Light Guide Fiber Bundle	
	Clean and Polish Light Guide Bundle	
	Reattach Light Guide Bundle at Distal End	
CO₂ CONNECTOR		
	Repair CO ₂ Port Connector	
	Reseal CO ₂ Port	
OSF-2 MODEL		
	Insertion Tube Replacement	
	Insertion Tube Re-Coats	
	Image Bundle Replacement	
	CCD Re-Wire/Re-Build	
	Bending Section Replacement	

	REPAIR DESCRIPTION	Unit Price
180 Series Scopes		
	Insertion Tube Replacement	
	Insertion Tube Re-Coats	
	Image Bundle Replacement	
	CCD Re-Wire/Re-Build	
	Bending Section Replacement	

RIGID SCOPES		
	<p>Flat Rate: Comprehensive external cleaning, complete function and liquid soak testing. Complete inventory of manufacturer model, serial number, and services. Opening and cleaning of scope, fiber optic bonding and polishing, alignment of stainless tube, repair or replacement of optical window, objective lens, rod lense(s), clean and vacuum, test. (Laparoscopes, videoscopes, operating scopes, ureteroscopes, small diamenters scopes - 2.7 mm and leee- and all other speciality scopes are not subject to flat rate pricing)</p>	
	Shaft and Fibers (additional amount)	
	<p>Specialty Endoscopes: Comprehensive external cleaning, complete funtional and liquid soak testing. Complete inventory of manufacturer model, serial number, and service. Opening and cleaning of scope, fiber optic bonding and polishing, alignment of stainless tube, repair or replacement of optical window, objective lens, rod lens, clean and vacum, test.</p>	
	<p>Operating Scopes and Urethroscopes: Comprehensive external cleaning, complete funtional and liquid soak testing. Complete inventory of manufacturer model, serial number, and service. Opening and cleaning of scope, fiber optic bonding and polishing, alignment of stainless tube, repair or replacement of optical window, objective lens, rod lens, clean and vacum, test.</p>	
	Parts:	
	Rod Lens (each)	
	Objective Lens	
	Negative Lens	
	Prism	
	Rebuild Eyepiece	
	Shaft and Fibers	

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- Shipping and Handling (If required)
- Loaner and Replacement (If required)

COUNTY'S ADMINISTRATION
HARBOR-UCLA MEDICAL CENTER

CONTRACT NO. _____

FACILITY'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

FACILITY'S CONTRACT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

INVOICE AND PAYMENTS:

HARBOR-UCLA MEDICAL CENTER
Attention: General Accounting Unit, Box 479
1000 West Carson Street, Building D3.5
Torrance, CA 90509

COUNTY'S ADMINISTRATION
OLIVE VIEW-UCLA MEDICAL CENTER

CONTRACT NO. _____

FACILITY'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

FACILITY'S CONTRACT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

INVOICE AND PAYMENTS:

OLIVE VIEW-UCLA MEDICAL CENTER

Attention: Expenditure Management

Finance Building

14445 Olive View Drive

Sylmar, CA 91342

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S REPRESENTATIVE:

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: _____

EXHIBIT E

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract 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 contract.

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 my performance of work under the above-referenced contract. 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 contract 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, Ordinances, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. 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 to me 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: _____

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

EXHIBIT G

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Ordinance (Ordinance), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Ordinance requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is except from the Ordinance.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Ordinance does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Ordinance. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Ordinance is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Ordinance, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Ordinance if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Ordinance. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Ordinance if the number of employees in my business and my gross annual revenues exceed the above limits.

"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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Ordinance.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga 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, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.