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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

57 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



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June 04, 2013

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

Dear Supervisors:

APPROVAL TO AMEND AN EQUIPMENT MAINTENANCE AND REPAIR SERVICES CONTRACT WITH SUPERIOR SCIENTIFIC, INCORPORATED TO EXTEND THE TERM ON A MONTH-TO-MONTH BASIS FOR SIX MONTHS EFFECTIVE JULY 1, 2013 THROUGH DECEMBER 31, 2013 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to amend Contract Number PH-000275 with Superior Scientific, Incorporated to extend the term to provide repair and maintenance services for laboratory equipment at the Department of Public Health Laboratory.

IT IS RECOMMENDED THAT THE BOARD:

Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an amendment, substantially similar to Exhibit I, to extend the term of Contract Number PH-000275 with Superior Scientific, Incorporated (Superior) to continue to provide maintenance and repair services for equipment at DPH's Public Health Laboratory (PHL), on a month-to-month basis effective July 1, 2013 through December 31, 2013, at a total maximum obligation of \$55,824, which is comprised of 100 percent net County cost (NCC) funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this recommendation will allow DPH to extend the term of the contract with Superior for critical laboratory equipment maintenance and repair services to ensure the provision of uninterrupted quality patient care and the safety of patients and staff while DPH concludes its competitive bidding process to secure a new contractor to provide these services.

The PHL provides testing necessary to support disease control and environmental health activities as well as infectious disease reference testing for all public and private clinical laboratories within Los Angeles County (LAC). The current contract for equipment maintenance and repair services expires June 30, 2013.

Implementation of Strategic Plan Goals

The recommended action supports Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation for these services is \$55,824 for the period of July 1, 2013 through December 31, 2013, comprised 100 percent of NCC funds.

Funding is included in DPH's fiscal year (FY) 2012-13 final Adopted Budget and will be requested in future FY's, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

PHL is responsible for ensuring that the equipment is maintained in accordance with the manufacturer's performance standards and in compliance with all accrediting and reviewing agencies' requirements.

County Counsel has approved Exhibit I as to use.

CONTRACTING PROCESS

On December 18, 2007, your Board approved a DPH contract (PH-000275) with Superior for maintenance and repair services of the laboratory equipment effective January 1, 2008 through December 31, 2010, at a total maximum obligation of \$337,740.

On December 7, 2010, your Board authorized an amendment to the contract to extend the term effective January 1, 2011 through December 31, 2012 with provision for automatic renewals on a month-to-month basis through June 30, 2013, or until a competitive bidding process was completed, whichever was sooner, at an annual maximum obligation of \$110,000, and a total maximum obligation of \$275,000.

On February 5, 2013, DPH released an Invitation for Bid (IFB) for Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services to solicit bids for a contract to provide equipment maintenance and repair services within DPH's PHL and Community Health Services (CHS) health centers.

DPH received a total of two bids by the submission deadline. During the bid review process, it was discovered that one of the IFB's minimum mandatory requirements was unclear and, as a result, in consultation with County Counsel, DPH decided to re-open the solicitation to clarify the requirement and allow additional time for the revision and/or submission of bids. DPH is currently evaluating the

The Honorable Board of Supervisors

6/4/2013

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bids received and anticipates returning to your Board in August 2013 to recommend execution of the resulting contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow DPH to ensure that laboratory equipment is maintained appropriately for the provision of uninterrupted, quality patient care and the safety of patients and staff while DPH concludes its competitive bidding process to identify a new contractor to provide these services.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jonathan E. Fielding". The signature is written in a cursive style.

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:nmp

Assignment#02573

Enclosures

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

EXHIBIT I

Contract No. PH-000275

LABORATORY EQUIPMENT MAINTENANCE AND REPAIR

SERVICES AGREEMENT

AMENDMENT NUMBER 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2013,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	SUPERIOR SCIENTIFIC, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "LABORATORY EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT", between County and Contractor, dated January 1, 2008, and further identified as County Agreement No. PH-000275, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and provide for other changes set forth herein; and

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

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on date of Board approval.
2. Paragraph 1, TERM, shall be revised to read as follows:

“1. The term of this Agreement shall commence effective July 1, 2013 and shall continue in full force on a month-to-month basis through December 31, 2013, unless sooner canceled or terminated provided herein.”

3. Paragraph 2, DESCRIPTION OF SERVICES, subparagraph “A” shall be amended to read as follows:

“A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit A-2, attached hereto and incorporated by reference.”

5. Paragraph 4, BILLING AND PAYMENT, subparagraphs “A” and “B” of the Agreement shall be amended to read as follows:

“A. County agrees to compensate Contractor in accordance with the terms set forth in Exhibit A-2 and Schedule 2-A, attached hereto and incorporated by reference.

B. Contractor shall bill DPH’s Public Health Laboratory (“PHL”), 12750 Erickson Avenue, Downey, California 90242, hereunder according to the terms set forth in the payment requirements of said Exhibit A-2.”

5. Paragraph 5, MAXIMUM OBLIGATION OF THE COUNTY, subparagraph “D” shall be added to the Agreement as follows:

“D. The maximum obligation of County for all services provided hereunder shall not exceed Fifty-five Thousand, Eight Hundred Twenty-four Dollars (\$55,824) effective July 1, 2013 through December 31, 2013.”

6. Paragraph 8, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, subparagraph C, Cancellation of Insurance of the Agreement shall be amended to read as follows:

“C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor’s Insurance policies shall contain a provision that County shall receive, written notice of cancellation or any changes in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.”

7. Paragraph 8, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, subparagraph E, Failure to Maintain Insurance of the Agreement shall be amended to read as follows:

“E. 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 Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

By _____
Patricia Gibson, Chief
Contracts and Grants Division

#02573-NMP

SCHEDULE 2-A
SUPERIOR SCIENTIFIC SERVICES AGREEMENT NUMBER PH-000275

LABORATORY EQUIPMENT MAINTENANCE SERVICES
JULY 1, 2013 THROUGH DECEMBER 31, 2013

	Item	Total # of Items	Service Cost Per Item	# of Service Times Per Year	Total Cost
1	Bacti-cinerator	4	\$ 77.25	1	\$309.00
2	Balance	17	\$ 183.34	1	\$3,116.78
3	Centrifuge	14	\$ 154.50	1	\$2,163.00
4	Centrifuge, Mirco	5	\$ 154.50	1	\$772.50
5	Centrifuge, Mini	11	\$ 154.50	1	\$1,699.50
6	Centrifuge, Refrigerated	11	\$ 1,093.86	1	\$12,032.46
7	Cooling Module	2	\$ -	1	\$0.00
8	Counter, Bacteria Colony	4	\$ 61.80	1	\$247.20
9	Heat Block	23	\$ 92.70	1	\$2,132.10
10	Hejet drier	1	\$ 77.25	1	\$77.25
11	Hood Fume	4	\$ 162.74	1	\$650.96
12	Hot Plate	3	\$ 15.45	1	\$46.35
13	Hot Plate/Stirrer	5	\$ 92.70	1	\$463.50
14	Incinerator	3	\$ 77.25	1	\$231.75
15	Incubator	32	\$ 92.70	1	\$2,966.40
16	Incubator, CO2	7	\$ 494.49	1	\$3,461.43
17	Mixer Vortex	48	\$ 61.80	1	\$2,966.40
18	PCR-System, ABI	4	\$ 643.75	1	\$2,575.00
19	Ph Meter	5	\$ 231.75	1	\$1,158.75
20	Power Supply	3	\$ 92.70	1	\$278.10
21	Pump, Water	2	\$ 92.70	1	\$185.40
22	Reader, Microplate	4	\$ 257.50	1	\$1,030.00
23	Rotator	7	\$ 92.70	1	\$648.90
24	Shaker, Incubated	3	\$ 77.25	1	\$231.75
25	Shaker, Plate	6	\$ 123.60	1	\$741.60
26	Stirrer	2	\$ 92.70	1	\$185.40
27	Stirplate	1	\$ 183.34	1	\$183.34
28	Stomacher	2	\$ 154.50	1	\$309.00
29	Sub-Cell System	5	\$ 550.02	1	\$2,750.10
30	Snythesizer, DNA	8	\$ 92.70	1	\$741.60
31	Toaster, Gel-Bayer	2	\$ 61.80	1	\$123.60
32	Warmer, Slide	3	\$ 123.60	1	\$370.80
33	Washer, Glassware	1	\$ 61.80	1	\$61.80
34	Washer, Microplate	3	\$ 61.80	1	\$185.40
35	Waterbath	25	\$ 77.25	1	\$1,931.25
36	Work Station	7	\$ 75.00	1	\$525.00
37	Waterbath/Shaker	3	\$ 77.25	1	\$231.75
38	Unanticipated Repairs	1	\$ 8,038.88	1	\$8,038.88
	TOTAL	291	\$ 14,309.42		\$55,824.00

SUPERIOR SCIENTIFIC, INC.

EXHIBIT A-2
STATEMENT OF WORK

LABORATORY EQUIPMENT MAINTENANCE AND REPAIR SERVICES
AGREEMENT NUMBER PH-000275

1. SCOPE OF WORK: Contractor shall provide services described in this Exhibit A-2 for equipment listed in Schedule 2-A, attached hereto and referenced herein. Contractor's services shall include, but not be limited to, the following:

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

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

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

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

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

3. CONTRACTOR PERSONNEL:

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

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

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide services hereunder, which shall be prepared in writing and submitted to

the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), salary history, and experience in providing services hereunder.

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

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

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

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

provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

5. COUNTY FURNISHED PROPERTY AND SERVICES: At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by Contractor. In the event the Director 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 purposes other than the performance of this Agreement.

At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement. Contractor is prohibited from use of such equipment for purposes other than for the performance of this Agreement.

6. SERVICES TO BE PERFORMED BY CONTRACTOR: Contractor shall provide the following services for all equipment listed in Schedule 2-A:

A. Comprehensive Equipment Inventory and Preventive Maintenance

Schedule:

(1) Each year, Contractor shall, in association with appropriate Facility staff, develop and maintain a comprehensive equipment inventory listing all equipment covered under this Agreement. Such list shall include each equipment's model number, serial/site number, and specific location (e.g. room number) at each Facility. Such listing shall also include the Los

Angeles County Capital Asset Leasing or Los Angeles County number, where applicable.

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

B. Routine Preventive Maintenance Services: Contractor shall provide routine Preventive Maintenance Services covered under this Agreement, at the rates and frequency set forth in Schedule 2-A. Such services shall be performed on Monday through Friday between 8:00 a.m. and 5:00 p.m., excluding County holidays, on days and times mutually agreed upon by Facility and Contractor. The scheduled number of Preventive Maintenance Services shall meet the reasonable needs of each Facility, shall be performed at regularly scheduled intervals, and shall comply with all appropriate licensing and accrediting agencies [e.g., The Joint Commission, Occupational Safety and Health Administration ("OSHA") standards, as applicable]. In any event, Contractor shall ensure that all equipment are maintained to minimum regulatory compliance standards.

Preventive maintenance services shall include, but not be limited to, inspection, cleaning and lubrication, safety inspection, functional tests and

adjustments or calibrations necessary to facilitate proper functioning of the equipment, and replacement of worn, defective or broken parts with new parts specifically designed for the Equipment and an electrical check on all equipment that has been serviced. Contractor shall submit a "Record of Service" to the Supervisor of the Laboratory at the Facility.

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

C. As-Needed Repair Services: Contractor shall perform as-needed repair services within four (4) hours after notification by the Facility, Monday through Friday between the hours of 8:00 a.m. through 5:00 p.m., excluding County Holidays, at no additional cost to County.

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

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

Repair and maintenance services provided by contractor shall be made

on Facility grounds and shall include all travel, labor, parts, and materials necessary to maintain said equipment. Replacement parts shall be new or equivalent to new parts.

Repair shall include diagnosis and corrections of malfunctions and/or failure occurring to said equipment. With approval by Facility's Administrator or his designee, temporary repair procedures may be followed by County's personnel while Contractor is concurrently developing a permanent repair to said equipment. If Contractor is unable to procure necessary additional parts or resources within twenty-four (24) hours after repair to said equipment had begun Facility's Administrator or his designee shall have the option of: (1) requiring replacement equipment if available until service can be completed by Contractor to resume repair services to said equipment as soon as repair parts or resources are available. In any event, Contractor shall repair the said equipment or have approved plan for repair of said equipment or provide County with temporary replacement equipment if available within twenty-four hours after repair work on County-owned equipment has begun.

D. Emergency Repair Services: Contractor shall provide emergency repair services on twenty-four (24) hours per day, seven (7) days per week basis, including all legal County holidays. Contractor shall respond telephonically within one (1) hour of a request for emergency repair services and shall have its service personnel at Facility to provide the repair services within four (4) hours of receiving the request for emergency repair services. If the repair services

commence prior to 5:00 p.m. Monday through Friday, but extend beyond 5:00 p.m., no additional service charges are to be incurred by County, in accordance with Schedule 2-A.

If repair services are required after 5:00 p.m., Monday through Friday, or on weekends and holidays, such services shall be considered "Out-of-Scope" services and shall be billed to County at the hourly rate listed in Schedule 2-A. Any replacement parts provided hereunder shall be billed to County at the rate listed in Schedule 2-A, upon written consent of Director. Replacement parts shall be new or equivalent to new parts.

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

D. Risk Management Program: Contractor shall, in association with Facility staff, develop and maintain an equipment risk management program. Such Program shall require written documentation of all medical incidents that involve equipment covered under this Agreement, whereby such equipment has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall describe the incident, the equipment involved in the medical incident, and any subsequent examination of such equipment. The Facility administrator, or his designee, in consultation with Contractor and Facility's Risk Manager, shall provide direct oversight of all activities to decommission, sequester, and examine any equipment which has been involved

in a medical incident. Neither party shall use, clean, discard, alter, or repair any equipment involved in such incident prior to said equipment's examination.

F. Major Equipment Overhaul Services: Contractor shall provide regularly scheduled major overhaul services for all equipment listed in Schedule 2-A in accordance with the Original Equipment Manufacturer's recommended schedule for such overhaul services. If the repair services commence prior to 5:00 p.m. (Monday through Friday), but extend beyond 5:00 p.m., no additional service charges are to be incurred by County.

G. 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.

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

I. Equipment Abuse and/or Negligence: All breakage or damage to Equipment due to abuse and/or negligence shall first be verified and determined to be due to abuse and/or negligence by County personnel. Contractor shall

repair such equipment broken and/or damaged due to abuse and/or negligence on the part of Facility personnel only with the prior written authorization of Director. Such services shall be considered "Out-of-Scope" services and shall be billed to County at the rate listed in Schedule 2-A.

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

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

Contractor shall provide Director with an itemization of the repair(s) necessary, including estimated cost of such repair required to bring said equipment up to current regulatory compliance standards. Director may authorize said repair or reconditioning or take said Equipment out of service. Repair or reconditioning, when authorized by Director in writing, shall be considered, for purposes of this Agreement, as "Out-of-Scope" services and submitted on separate invoices at the hourly rate that listed in Schedule 2-A to the Facility.

8. EQUIPMENT PERFORMANCE STANDARDS: The guaranteed performance uptime for each piece of equipment is a minimum of ninety-eight percent (98%). The performance of each equipment will be reviewed four (4) times or as often as necessary as determined by Facility to verify uptime performance standard yearly, during each year the equipment is covered under this Agreement. Should the equipment fail to meet the uptime criteria in any calendar week, a credit based upon the service contract price for the calendar month will be determined as follows:

<u>Equipment Uptime</u>	<u>Monthly Price Credit</u>
97%- 100.0% uptime	0%

90%- 96.9% uptime	30%
85% - 89.9% uptime	40%
80% - 84.9% uptime	45%
Below 79.9% uptime	50%

The basis for each measurement period is the total number of hours per day the equipment is in service at Facility times number of days in service per week. "In Service" is defined as in use or in stand-by status available for and by Facility. Downtime is calculated from the time a telephone call is made to Contractor.

Downtime shall be determined in monthly increments by calendar month in accordance with the following:

Total hours per day equipment is in service times the number of days in service per week times ninety-seven percent (97%).

The equipment shall be considered out-of-service if the equipment is inoperable or not able to perform the function it was designed to perform. County will determine the function of the equipment.

Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, time the equipment is not operable due to damage from misuse, operator error, inadequate environmental conditions including air conditioning, failure or fluctuations in Facility's electrical power supply, acts of God, strikes or fires, will also be excluded from these performance standards.

Contractor shall maintain a log specifying the dates and the causes of all unplanned equipment downtime. Facility will validate the log as often as necessary, not

less than annually. Credit shall be applied to the following month's invoice. Failure to request credit in following month's invoices shall not constitute a waiver of such right which may be exercised at any subsequent time.

Equipment uptime below the ninety percent (90%) uptime defined above, for thirty (30) consecutive calendar days or more, shall be considered as a default and County shall have the right to give Contractor notice thereof.

9. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Public Health, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

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

- (1) Diagnosis and inspection of equipment to determine maintenance and repair needs;
- (2) Routine cleaning, lubrication, and repair as necessary, of equipment;

- (3) Electrical and safety inspection as necessary, of equipment;
- (4) Calibration and functional testing as necessary; and
- (5) Required accreditation, regulatory and licensing needs for equipment serviced.

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

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

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, Facility shall report such occurrences to Contractor. For purposes of this Agreement,

the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

E. Physical Examination: Contractor shall ensure that each person who performs services under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual or biannual basis, as required by The Joint Commission and California Code of Regulations, Title 22, Section 70723, and shall provide County, upon request, with evidence that each such person is free of infectious and/or contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place at each Facility. Such evidence shall include documentation that the person:

- (1) received a physical examination, including a chest X-ray or tuberculin skin test, and
- (2) is immune to measles (Rubeola and Rubella) and Hepatitis B through vaccination or anti-body titer test demonstrating such immunity.

In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform

the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

10. BILLING AND PAYMENT:

A. Billing:

(1) Billings to County shall be submitted monthly in arrears in accordance with the rate schedule set forth in Schedule 2-A.

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

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

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

B. Payment:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days in arrears upon receipt of Contractor's billing(s).

County shall pay for all services which County considers complete and

correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(2) County shall compensate Contractor monthly in arrears in accordance with the rate schedules described in Schedule 2-A.

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