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October 29, 2013

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 October 29, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

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Third District  
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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

Dear Supervisors:

**APPROVAL TO EXECUTE ONE LABORATORY AND CLINIC EQUIPMENT AND MEDICAL  
DEVICE MAINTENANCE, CALIBRATION, AND REPAIR SERVICES CONTRACT EFFECTIVE  
JANUARY 1, 2014 THROUGH DECEMBER 31, 2016  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute one Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services contract with Superior Scientific, Incorporated.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to execute one Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services contract, substantially similar to Exhibit I, with Superior Scientific, Incorporated (Superior), selected under a competitive solicitation process, effective January 1, 2014 through December 31, 2016, at a maximum obligation of \$143,565, with an option to extend thereafter for two additional one-year terms and six month-to-month extensions, if so needed, through June 30, 2019, for an anticipated total maximum obligation of \$263,203, 100% offset by net County cost (NCC).
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the contract to allow the rollover of unspent contract funds and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

3. Delegate authority to the Director of DPH, or his designee, to execute change notices to the contract that authorize modifications to or within budget categories within each budget, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and revisions to the list of covered equipment; and/or corrections of errors in the contract's terms and conditions.

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

Approval of Recommendation 1 will allow DPH to execute a contract with Superior, selected through a competitive solicitation process, to provide Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services within DPH's Public Health Laboratory (PHL) and Community Health Services (CHS) public health centers. DPH's PHL provides testing necessary to support disease control and environmental health activities within DPH programs and services as well as infectious disease reference testing for all public and private clinical laboratories within Los Angeles County (LAC). CHS health centers provide free or low-cost services to those with no insurance or regular health care provider. Services provided focus on population-based interventions, such as immunizations and screening and treatment of tuberculosis and sexually transmitted diseases.

Approval of Recommendation 2 will allow DPH to execute amendments to the contract to rollover unspent funds; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary.

Approval of Recommendation 3 will allow DPH to execute change notices to the contract that authorize modifications to or within budget categories within each budget, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and corresponding service adjustments; allow for the addition and/or deletion of equipment required to be serviced, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

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

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

### **FISCAL IMPACT/FINANCING**

The maximum obligation for the Laboratory and Clinic Equipment and Medical Devices Maintenance, Calibration, and Repair Services contract is \$143,568 for the term of January 1, 2014 through December 31, 2016 and \$47,855 annually thereafter for two additional one-year optional terms and \$3,988 monthly for the six month-to-month extensions option, if so needed, through June 30, 2019, for a total maximum obligation of \$263,203, 100 percent funded by NCC.

Funding is included in DPH's fiscal year (FY) 2013-14 Adopted Budget and will be requested in future FYs, as necessary.

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

PHL and CHS are 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 equipment maintenance and repair services for the PHL effective January 1, 2008 through December 31, 2010, at an annual maximum obligation of \$112,580.

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 occurred sooner, at an annual maximum obligation of \$110,000, and a total maximum obligation of \$275,000.

For a number of years, CHS has been obtaining maintenance and repair services from various vendors through purchase orders. On February 5, 2013, DPH released an Invitation for Bid (IFB) to solicit bids from interested agencies for the provision of laboratory and clinic equipment and medical device maintenance, calibration, and repair services for DPH's PHL and CHS health centers. Services to be provided include, but are not limited to, the development and maintenance of a comprehensive equipment and medical device inventory and preventive maintenance schedule, routine preventive maintenance services, routine calibration services, as-needed and emergency repair services, and development and maintenance of an equipment and medical device risk management program.

To ensure a competitive bidding process, a "Notice of Intent to Release an IFB" was posted on the County's "Doing Business With Us" website, which was also released to appropriate vendors registered on the County's WebVen system.

In response to the IFB, two bids were received by the March 27, 2013 due date. Subsequently, a determination was made that the IFB should be re-released due to a lack of clarity regarding staff certification requirements. The IFB was re-released on April 19, 2013, and no additional bids were received by the May 20, 2013 due date.

On June 4, 2013, your Board authorized an amendment to the contract with Superior to extend the term on a month-to-month basis effective July 1, 2013 through December 31, 2013, to complete the competitive solicitation process.

The Evaluation Committee, which consisted of representatives from various programs and administrative offices within DPH, completed evaluations in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009 and the IFB solicitation process.

As a result of the evaluation process, one bid was disqualified due to failure to pass the financial evaluation. The successful bidder, Superior, met all requirements and submitted the lowest cost bid.

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

Approval of the recommended action will allow DPH to execute a contract with Superior to provide critical equipment maintenance and repair services to ensure that laboratory and clinic equipment is maintained appropriately for the provision of uninterrupted quality patient care and for the safety of patients and staff.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jonathan E. Fielding".

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

Director and Health Officer

JEF:nms  
BL#02746

Enclosures

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

**EXHIBIT I**

**LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE,  
CALIBRATION, AND REPAIR SERVICES CONTRACT**

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**EXHIBIT I**

**LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE,  
CALIBRATION, AND REPAIR SERVICES CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_,

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

WHEREAS, California Health and Safety Code Section 101025 places upon  
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's  
health; and

WHEREAS, California Health and Safety Code Section 101000 requires  
County's Board to appoint a County Health Officer, who is also the Director of County's  
Department of Public Health ("DPH" or "Department"), to provide services directed  
toward the prevention or mitigation of communicable and infectious diseases within the  
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of  
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to  
contract for these services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

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

1. APPLICABLE DOCUMENTS:

Exhibits (A, C, D, E, and F) are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A - Statement of Work

Exhibit B - Scope of Work (Intentionally Omitted)

Exhibit C - Schedule(s)

Exhibit D - Contractor's EEO Certification

Exhibit E - Contractor Acknowledgement and Confidentiality Agreement

Exhibit F - Charitable Act Compliance

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, 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.

3. TERM OF CONTRACT:

The term of this Contract shall be effective January 1, 2014 and shall continue in full force and effect through December 31, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to two additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term.

The Contractor shall notify DPH when this Contract 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 DPH at the address herein provided in Section 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective January 1, 2014 through December 31, 2016, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Forty-Three Thousand Five Hundred Sixty-Five Dollars (\$143,565), as set forth in Schedule A-1, attached hereto and incorporated herein by reference.

B. If contract is extended, effective January 1, 2017 through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Nineteen Thousand Six Hundred Thirty-Eight Dollars (\$119,638), as set forth in Schedule A-2, attached hereto and incorporated herein by reference.

C. 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, 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.

D. 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 contract authorization under this Contract. Upon occurrence of this

event, the Contractor shall send written notification to the Department at the address herein provided under Section 21, Notices.

E. No Payment for Services Provided Following Expiration/Termination of Contract: 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 Contract. 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 Contract 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 Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A hereunder and in accordance with the Schedule(s) attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Schedule(s) attached hereto and incorporated herein by reference.

D. While payments shall be made in accordance with the rate(s) set out in the schedule(s) attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the rate(s) set in the schedule(s), Contractor shall be reimbursed for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

E. Billings for services rendered to DPH's Public Health Laboratory (PH Lab) shall be submitted directly to PH Lab, 12750 Erickson Avenue, Downey, California 90242. Billings for services rendered to DPH's Community Health Services clinics (CHS clinics) shall be submitted directly to CHS clinics, 241 North Figuera Street, Los Angeles, California 90012.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all

required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report 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.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute

Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County

may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (a) through (d) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

(6) County may withhold any claim for payment by Contractor if Contractor, in the judgment of the county is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

I. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up

to 10 percent above or below each term's annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can be more effectively used by Contractor up to 10 percent of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each schedule, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into

and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may

require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation and/or an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation,

and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information 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.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph 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 costs 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.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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 Contract.

10. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF

1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC  
AND CLINICAL HEALTH ACT:

Under this Contract, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

A. DEFINITIONS

(1) "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

(2) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

(3) "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(4) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk,

optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

(5) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

(6) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(7) "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

(8) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

(9) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(10) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or

regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(11) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(12) "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

(13) "Services" has the same meaning as in the body of this Contract.

(14) "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

(15) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

(16) Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

**B. OBLIGATIONS OF BUSINESS ASSOCIATE**

(1) Permitted Uses and Disclosures of Protected Health Information.

Business Associate:

a. Shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections B (4), B (5), B (6), B (7), B (8), B (9), B (10) D (3), and E (2) of this Contract;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

(2) Prohibited Uses and Disclosures of Protected Health Information. Business

Associate:

a. Shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

b. Shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

c. Shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

(3) Adequate Safeguards for Protected Health Information. Business

Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum

Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

b. As to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

(4) Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

Shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

Shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

Shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business

Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

a. Immediate Telephonic Report. Except as provided in Section B. (4) c., notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to telephone number (562) 940-3335.

b. Written Report. Except as provided in Section B (4) c. the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov

(213) 974-2166

i. The notification required by section B (4) shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

ii. The notification required by section B (4) shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R.164.404(c), including:

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

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

(c) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(d) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(e) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(f) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section B (3) (a) or (b) at the time of the notification required by section B (4) ii, Business Associate shall provide such information promptly thereafter as such information becomes available.

c. Request for Delay by Law Enforcement. Business Associate may delay the notification required by section B (4) if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

(5) Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate

of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

(6) Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

a. Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach

b. The notification required by paragraph (a) of this Section B (6) shall include, to the extent possible:

i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

iii. Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

iv. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

v. Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

vi. The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section B (6) and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

(7) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity

of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(8) Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(9) Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(10) Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section B (10) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section B (10), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section B (10) to permit Covered Entity to respond to a request by an Individual for an

accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(11) Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

C. OBLIGATION OF COVERED ENTITY. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION

(1) Term. The term of this Business Associate Agreement shall be the same as the term of this Contract. Business Associate's obligations under Sections B(1) (as modified by Section D (2), B (4), B (5), B (6), B (7), B (8), B (9), B (10), D (3) and E (2) shall survive the termination or expiration of this Contract.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Contract if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

b. Immediately terminate this Contract if a party has breached a material term of this Contract and cure is not possible;  
or

c. If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

a. Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## E. MISCELLANEOUS

(1) No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

(3) Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Contract, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Contract.

(4) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

11. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS paragraph of

this Contract. 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 Contract. 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 Contract.

A. Evidence of Coverage and Notice to County: A 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 the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar 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 Contract 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 Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health  
Contract Monitoring Unit  
5555 Ferguson Drive, Suite 210  
Commerce, California 90022  
Attention: Chief Contract Monitoring Unit

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 Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. 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 Provisions herein.

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 change 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.

D. 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.

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

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, 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.

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

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

I. 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.

J. 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 to 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.

K. 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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. 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.

M. 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.

N. 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.

O. 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.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["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:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. 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 Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. 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 shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they

relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be

corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention

period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or

accountant employed by contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing

by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

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

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County’s representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor’s

photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of

services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

15. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. 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 Contract, upon which the

County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

16. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) 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 participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

18. 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 from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, 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 Contract, should it or any of its subcontractors or any principals of either being 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 Contract upon which the County may immediately terminate or suspend this Contract.

19. MOST FAVORED PUBLIC ENTITY:

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

20. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

21. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such

certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

22. LIQUIDATED DAMAGES:

A. 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.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director 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 may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, 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.

C. The action noted in sub-paragraph B above 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 Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

23. ADDITIONAL PROVISIONS:

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

24. CONSTRUCTION:

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

25. CONFLICT OF TERMS:

To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

26. CONTRACTOR'S OFFICES:

Contractor's office is located at Superior Scientific, Inc., 201 South Raymond Avenue, Alhambra, California 91801. Contractor's business telephone number is (626) 281-5588, facsimile (FAX) number is (626) 281-5959, and electronic Mail (e-mail) address is cbrokaw@superiorscientific.com. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

27. NOTICES:

Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health  
Public Health Laboratory  
12750 Erickson Avenue  
Downey, California 90242  
  
Attention: Project Director

(2) Department of Public Health  
Community Health Services  
241 North Figueroa Street  
Los Angeles, California 90012

Attention: Project Director

(3) Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street, 6th Floor-West  
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) Superior Scientific, Inc.  
201 South Raymond Avenue  
Alhambra, California 91801

Attention: Charles B. Brokaw, President

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract 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

SUPERIOR SCIENTIFIC, INC.  
\_\_\_\_\_  
Contractor

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

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

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

Rev. 10.23.12

#02746:NMS

## **ADDITIONAL PROVISIONS**

**Laboratory and Clinic Equipment and Medical Device Maintenance,  
Calibration, and Repair Services**

SCIENTIFIC SERVICES, INC.  
ADDITIONAL PROVISIONS  
LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE  
MAINTENANCE, CALIBRATION, AND REPAIR SERVICES

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**ADDITIONAL PROVISIONS**  
**SCIENTIFIC SERVICES, INC.**  
**LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE**  
**MAINTENANCE, CALIBRATION, AND REPAIR SERVICES**

1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. 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 Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services

under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

2. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, 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 Subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. 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 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 Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment,

subcontract, delegation, merger, buyout, or any other mechanism, with our without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. 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.

3. AUTHORIZATION WARRANTY:

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

4. BUDGET REDUCTION:

In the event that the Board 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 Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to 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, Contractor shall continue to provide all of the services set forth in this Contract.

5. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

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

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

B. The plan shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and and/or his/her authorized representative shall receive a copy of the procedure.

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

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.

F. 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.

G. The Contractor shall preliminary investigate all complaints and notify the County's Project Manager of the Status of the investigation within 15 business days of receiving the complaint.

H. 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.

I. Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

7. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs 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 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 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. COMPLIANCE WITH CIVIL RIGHTS LAW:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (3) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

9. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract 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 available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. 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 Contract, 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 Contract.

(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 Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of

future County contracts for a period of time consistent with the seriousness of the breach.

10. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract 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 Contract. 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.

B. 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 Contract. 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 Contract.

11. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

12. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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.

B. 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.

C. 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.

D. Contractor Hearing Board: 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.

E. 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.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to

modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the

proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. 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.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

13. 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](http://www.babysafela.org)

14. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. 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.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract 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).

C. Failure to Comply with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the

requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Contract and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

15. COUNTY'S QUALITY ASSURANCE PLAN:

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

The County maintains databases that track/monitor contractor performance history. Information entered into such databases maybe used for a

variety of purposes, including determining whether the County will exercise a contract term extension option.

16. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

17. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

18. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. 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.

B. 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.

19. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. 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 Contract 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.

B. 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 Contract.

20. 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 the AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

21. 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.

22. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding. (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

23. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, 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 Director may suspend or County may immediately terminate this Contract.

24. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

25. INDEPENDENT CONTRACTOR STATUS:

A. This Contract 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.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract 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 Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

26. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

27. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex,

age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

28. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and state laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

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

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

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

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may

require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

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

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

29. NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department

from acquiring similar, equal, or like goods and/or services from other entities or sources.

30. NOTICE OF DELAYS:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

31. NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

32. 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.

33. 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 available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

34. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract 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.

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. PUBLIC RECORDS ACT:

A. 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 the

## RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, 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.

B. 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.

37. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director of his/her designee prior to its publication, printing, duplication, and

implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

38. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor

using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or

obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

39. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare

and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

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

41. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

42. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

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

43. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In

addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

44. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

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

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

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

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

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

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

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

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

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

F. 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 Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "this contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS paragraphs of the body of this Agreement, and all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. 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.

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

45. 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 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, 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 Contract pursuant to the TERMINATION FOR DEFAULT Paragraph of this Contract and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

46. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to

which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

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

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

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

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with the RECORDS AND AUDITS Paragraph of this contract, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of

Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

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

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

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

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be

liable to County for any reasonable excess costs incurred by County for such similar services.

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

48. TERMINATION FOR GRATUITIES AND/OR IMPROPER

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

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

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

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

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

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

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

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

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

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

50. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract 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.

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

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

52. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply

with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the 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 such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

53. VALIDITY:

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

54. WAIVER:

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

55. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

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

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

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

57. 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 the WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM Paragraph of this Contract shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

58. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the county name, its department names and/or its marks and logos on all items

developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: “© Copyright 2012 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

# **EXHIBIT B**

## **STATEMENT OF WORK LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE, CALIBRATION, AND REPAIR SERVICES**

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**EXHIBIT B**  
**STATEMENT OF WORK**  
**LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE**  
**MAINTENANCE, CALIBRATION, AND REPAIR SERVICES**

**1.0 SCOPE OF WORK**

The County of Los Angeles (hereafter referred to as “County”), Department of Public Health (hereafter referred to as “DPH” or “Facility”), unless otherwise stated, require contracted laboratory and clinic equipment and medical device maintenance, calibration, and repair services to support public health efforts in both the public and private clinical laboratories throughout the County of Los Angeles.

Contractor’s service shall include, but not be limited to, the development and maintenance of a comprehensive equipment and medical device inventory and preventive maintenance schedule, routine preventive maintenance services, routine calibration services, as-needed and emergency repair services, and development and maintenance of an Equipment and Medical Device Risk Management Program.

**2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS, EQUIPMENT, AND/OR MEDICAL DEVICES**

2.1 An Amendment to the Contract shall be prepared by the County and executed by the Contractor and by Director or his/her authorized designee to add, delete, or change facilities, specific tasks, equipment, and/or medical devices to meet the needs of DPH. Any such change will affect the laboratory and clinic maintenance and repair service needs required herein, and may result in a reduction or augmentation of required contract services.

2.2 All changes must be made in accordance with Paragraph 7, ALTERATION OF TERMS/AMENDMENTS, of the Contract.

**3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review and approval. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

#### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 15, COUNTY'S QUALITY ASSURANCE PLAN, of the Additional Provisions.

##### **4.1 Monthly Meetings**

Contractor may be required to attend monthly meetings with the County on an as-needed basis.

##### **4.2 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

##### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **5.0 DEFINITIONS**

Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Statement of Work.

- 5.1 **As-Needed Equipment Repair Services:** Services requested outside the routine scheduled preventive maintenance specified in Exhibit C, whereby the Contractor is required to provide the repair services within twenty-four (24) 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.
- 5.2 **Calibration:** To check, adjust, or determine by comparison with a standard to ensure performance.
- 5.3 **Emergency Repair Services:** Services requested outside the routine scheduled preventive maintenance specified in Exhibit C, whereby the Contractor is required to respond to provide the repair services within four (4) hours after notification by the Facility, after 5:00 p.m. Monday through Friday, or on weekends and County Holidays.
- 5.4 **Equipment or Medical Device:** An instrument, apparatus, machine, or other similar or related article, including all components, parts, accessories, replacements, and/or upgrades, which is intended for testing, diagnosis, care, treatment, or monitoring of a DPH patient.
- 5.5 **Facility:** Public Health Laboratory and Community Health Services (CHS) health center clinics.
- 5.6 **Holiday:** County recognized holidays include, but may not be limited to, New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- 5.7 **Overhaul Services:** The process of restoring and maintaining an equipment or medical device in a serviceable condition. Overhaul services involve partial or complete disassembly of the item; inspection to detect damaged, defective, or worn parts; repair or replacement of such parts; and reassembly and testing prior to returning the item to its full operating level.
- 5.8 **Repair Services:** The restoration of equipment to its original function on an as-needed basis, as may be required by DPH in response to the failure or malfunctioning of such equipment. The repair process may also include servicing, reconditioning, modification, and refurbishment.
- 5.9 **Routine Preventive Maintenance Services:** Services performed by Contractor to preserve the original functional and operational state of equipment covered under the terms of this Contract.

## **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 1, ADMINISTRATION OF CONTRACT, of the Additional Provisions. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Paragraph 7, ALTERATION OF TERMS/AMENDMENTS, of the Contract.
- 6.1.4 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 Contract. 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 County Facility Administrator at each work site location to be served under this Contract.

#### **6.2 Furnished Items**

- 6.2.1 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 Contract.
- 6.2.2 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 Contract. Contractor is prohibited from use of such equipment for purposes other than for the performance of this Contract.

## **CONTRACTOR**

### **6.3 Project Manager**

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis, seven (7) days a week. Program hours of operation are from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 6.3.2 Project Manager shall act as a central point of contact with the County.
- 6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.3.4 Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's Project Manager within ten (10) calendar days prior to the effective date of the Contract.
- 6.3.5 Contractor's Project Manager 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.
- 6.3.6 During the term of this Contract, 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), applicable certifications and/or licenses, salary history, and experience in providing services hereunder.
- 6.3.7 Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract. Further, unless directed pursuant to this Contract by Director to do otherwise, while in the facilities, Contractor personnel shall work independently of direct supervision by Contractor or County personnel on designated assignments in accordance with the Statement of Work duties contained hereunder, and as indicated in Section 6.1.4.

6.3.8 Contractor service personnel shall be appropriately licensed, certified, credentialed, or trained to perform the services hereunder.

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

#### **6.4 Contractor Personnel**

6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak, write, and understand English.

6.4.2 Contractor shall be required to background check their employees as set forth in Paragraph 1, ADMINISTRATION OF CONTRACT, Subparagraph D - Background and Security Investigations, of the Contract's Additional Provisions.

6.4.3 Recruitment: Contractor shall screen all personnel prior to assigning such personnel to provide services at each Facility to assure that all such persons have the qualifications and training necessary to perform the services contemplated under this Contract. 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 and medical devices to determine maintenance and repair needs;
- (2) Routine cleaning, lubrication, and repair as necessary, of equipment and medical devices;
- (3) Electrical and safety inspection as necessary, of equipment and medical devices;
- (4) Calibration and functional testing as necessary, of equipment and medical devices; and
- (5) Required accreditation, regulatory and licensing needs for equipment and medical devices serviced.

6.4.4 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 Contract, 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.

6.4.5 Infection Control: If any of Contractor's personnel are diagnosed with an infectious disease, and Contractor is made aware of such 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.

6.4.5.1 If a County employee or patient is diagnosed with 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 Contract, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

6.4.6 Physical Examination: Contractor shall ensure that each person who performs services under this Contract 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, tuberculin skin test, or Interferon-gamma release assay test for tuberculosis.

- (2) Is immune to measles (Rubeola and Rubella) and Hepatitis B through vaccination or antibody titer test demonstrating such immunity.

In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request. Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and is 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.

- 6.4.7 Business License: Prior to the execution of this Contract, 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.

## **6.5 Identification Badges**

- 6.5.1 Contractor employees assigned to County facilities shall be identified by a name badge with company name included on the badge while on County premises.
- 6.5.2 Contractor employees must sign-in with the Facility security personnel upon arrival at the Facility and ask that their designated Facility personnel be notified of their arrival.
- 6.5.3 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 1, ADMINISTRATION OF CONTRACT, Subparagraph C - Contractor's Staff Identification, of the Contract's Additional Provisions.

## **6.6 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

## **6.7 Training**

- 6.7.1 Contractor shall assure all Contractor personnel are provided training prior to performing County scheduled maintenance and service and provide evidence/documentation of said training upon County's request. In-service training should be at least on an annual basis

and must be in compliance with OSHA/Cal-OSHA, Title 22, and all other applicable regulatory requirements.

6.7.1.a All employees shall be trained in use of appropriate safety and protective gear (e.g., gloves, masks) according to OSHA standards and as appropriate to their work environment and assigned task.

6.7.1.b All employees shall be trained in Bloodborne Pathogens Standards, Respiratory Protection Precautions, and other Infection Control guidelines.

6.7.1.c All Contractor employees shall be trained in proper procedures and responsibilities in regards to the handling of protected health information in accordance with the Contractor's obligations as a business associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment and medical devices. All equipment and medical devices shall be checked for safety as required pursuant to Paragraph 10.0 - Specific Work Requirements.

## **6.8 Contractor's Office**

**6.8.1.** Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to service requests, inquiries and complaints which may be received about the Contractor's service performance under said Contract.

**6.8.2.** County may contact the Contractor's Project Manager for As-Needed or Emergency Repair Services when Contractor's Office does not respond to calls during their operating hours or to calls received by Contractor's answering service within two (2) hours.

**6.8.3** Contractor's Project Manager or alternate must be available during operating hours and after hours to provide assistance or consultation with County Facility Administrator.

## **6.9 Smoking**

Facilities are non-smoking facilities. Contractor's personnel shall comply with each Facility's policies regarding smoking.

## **6.10 Unacceptable Behavior**

Inappropriate behavior by Contractor personnel will not be tolerated. These behaviors include, but are not limited to, improper physical actions (touching, fondling), improper verbal statements (using derogatory comments, slurs, verbal abuse, etc.), and improper visual actions (leering, making sexual gestures). No weapons are allowed in County facilities. Contractor's personnel may not bring visitors into the County facilities. Contractor's personnel are subject to security screening at Facilities.

## **7.0 HOURS/DAYS OF WORK**

Contractor shall provide equipment and medical device maintenance, calibration, and repair services, as needed by County and as specified in Paragraph 10.0 - Specific Work Requirements and in times of strike, riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide.

## **8.0 WORK SCHEDULES**

8.1 Contractor shall submit for review and approval a work schedule for each Facility to the County Project Manager within ten (10) calendar days prior to beginning work under the Contract. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon that the tasks will be performed.

8.2 For the duration of the Contract, Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review

## **9.0 SPECIFIC WORK REQUIREMENTS**

Contractor shall provide the following services for all equipment and medical devices listed in Exhibit C:

9.1 Comprehensive Equipment and Medical Device Inventory and Preventive Maintenance and Calibration Services Schedule

9.1.1 Maintenance and Calibration Schedule:

(1) Each year, Contractor shall, in association with

appropriate D P H staff, develop and maintain a comprehensive equipment and medical device inventory listing all equipment and medical devices covered under this Contract. Such list shall include each equipment and medical device'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 and calibration service schedule for all equipment and medical devices covered under this Contract. Contractor shall include, as part of such schedule, the preventive maintenance and calibration service requirements established by the Facility for each listed equipment and medical device.

## 9.2 Routine Preventive Maintenance and Calibration Services:

- 9.2.1 Contractor shall provide routine Preventive Maintenance and Calibration Services covered under this Contract, at the rates and frequency set forth in Exhibit C. Such services shall be performed 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.
- 9.2.2 The scheduled number of Preventive Maintenance and Calibration 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., Centers for Medicare and Medicaid Services, Occupational Safety and Health Administration ("OSHA") standards, Food and Drug Administration, as applicable].
- 9.2.3 Preventive maintenance and calibration 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 medical devices; replacement of worn, or defective, or broken parts with new parts specifically designed for the equipment and medical devices; and an electrical check on all equipment and medical devices that have been serviced. In any event, Contractor shall ensure that all equipment and medical devices

are maintained in original functional and operational state, meeting regulatory compliance standards.

9.2.4 Contractor shall:

9.2.4.1 Submit a "Record of Service" to the Facility Administrator at each Facility.

9.2.4.2 Affix stickers, labels on equipment and medical devices or by other means identify that maintenance or calibration status is correct and current.

9.2.5 Routine Preventive Maintenance and Calibration Services exclude major overhaul, special services, installation of equipment or medical device, equipment or medical device relocation, equipment or medical device modification, or refurbishing.

9.3 As-Needed Repair Services:

9.3.1 The County Project Manager or their designee may authorize the Contractor to perform As-Needed repair services when the need for such work arises. Contractor shall perform As-Needed repair services, outside the scope of the routine scheduled preventive maintenance specified in Appendix ?, within twenty - four (24) 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. Such services shall be billed to County at the rates specified in Exhibit C.

9.3.2 Prior to performing any As-Needed repair services, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. Replacement parts required shall be billed to County at the rate of cost plus ten percent (10%) The County Project Manager or their designee must approve the cost in advance. In any case, no As-Needed repair services shall commence without written authorization by 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 Exhibit C are to be incurred by County for work performed by Contractor after 5:00 p.m. If such services are required after 5:00 p.m., Monday through Friday, or on weekends and County holidays, such

services shall be billed to County at the hourly rates specified in Exhibit C, or quarterly portion thereof, rounded up to the nearest quarter hour.

- 9.3.3 If, upon arrival at County Facility, Contractor determines that the equipment or medical device cannot be immediately repaired, then Contractor's service representative shall indicate, in writing, an estimated time frame for repair.
- 9.3.4 Repair, maintenance, and calibration services provided by contractor shall be made on Facility grounds and shall include all travel, labor, parts, and materials necessary to maintain said equipment or medical device. Replacement parts shall be new or equivalent to new parts.
- 9.3.5 Repair shall include diagnosis and corrections of malfunctions and/or failure occurring to said equipment or medical device. With approval by County's Facility Administrator or their designee, temporary repair procedures may be followed by County's personnel while Contractor is concurrently developing a permanent repair to said equipment or medical device.
- 9.3.6 If Contractor is unable to procure necessary additional parts or resources within twenty-four (24) hours after repair to said equipment or medical device had begun, County's Facility Administrator or their designee shall have the option of: (1) requiring replacement equipment or medical device, if available, until service can be completed by Contractor to resume repair services to said equipment or medical device or as soon as repair parts or resources are available. In any event, Contractor shall repair the said equipment or medical device or have approved plan for repair of said equipment or medical device or provide County with temporary replacement equipment or medical device if available within twenty-four hours after repair work on County-owned equipment or medical device has begun.

#### 9.4 Emergency Repair Services:

- 9.4.1 The County's Facility Administrator or his designee may authorize the Contractor to perform Emergency repair services when the need for such work arises. Contractor shall perform Emergency repair services, outside the scope of the routine scheduled preventive maintenance services specified in Appendix ?, within

four (4) hours after notification to Contractor by the Facility, after 5:00 p.m., Monday through Friday, or on weekends and holidays.

- 9.4.2 Prior to performing any Emergency work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. Replacement parts required shall be billed to County at the rate of cost plus ten percent (10%) The County's Facility Administrator or his designee must approve the cost in advance. In any case, no Emergency work shall commence without written authorization by County.
- 9.4.3 If Emergency repair services are required, such services shall be billed to County at the hourly rates listed in Exhibit C or quarterly portion thereof, rounded up to the nearest quarter hour, upon written consent of County's Facility Administrator or their designee. Replacement parts shall be new or equivalent to new parts.
- 9.4.4 If, upon arrival at Facility, Contractor determines that the Equipment or Medical Device cannot be immediately repaired, then Contractor's service representative shall indicate, in writing, an estimated time frame for repair.
- 9.4.5 If Contractor is unable to procure necessary additional parts or resources within twenty-four (24) hours after repair to said equipment or medical device had begun, County's Facility Administrator or their designee shall have the option of: (1) requiring replacement equipment or medical device, if available, until service can be completed by Contractor to resume repair services to said equipment or medical device or as soon as repair parts or resources are available. In any event, Contractor shall repair the said equipment or medical device or have approved plan for repair of said equipment medical device or provide County with temporary replacement equipment or medical device if available within twenty-four hours after repair work on County-owned equipment or medical device has begun.

## 9.5 Risk Management Program:

- 9.5.1 Contractor shall, in association with Facility staff, develop and maintain an equipment and medical device risk management program. Such Program shall require written documentation of all medical incidents that involve equipment

and medical devices covered under this Contract, whereby such equipment or medical device has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall describe the incident, the equipment or medical device involved in the medical incident, and any subsequent examination of such equipment or medical device. County's Facility Administrator, or their designee, in consultation with Contractor and Facility's Risk Manager, shall provide direct oversight of all activities to decommission, sequester, and examine any equipment or medical device, which has been involved in a medical incident. Neither party shall use, clean, discard, alter, or repair any equipment or medical device involved in such incident prior to said equipment or medical device's examination.

9.6 Major Equipment and Medical Device Overhaul Services:

9.6.1 Contractor shall provide regularly scheduled major overhaul services for all equipment and medical devices listed in Exhibit C in accordance with the Original Equipment or Medical Device's Manufacturer's recommended schedule for such overhaul services. If the overall 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.

9.7 Breakage and/or Loss:

9.7.1 Contractor shall replace and/or repair (at the time of servicing) any equipment and medical device 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.

9.8 Rework:

9.8.1 Contractor shall rework improperly repaired equipment or medical device, 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 or medical device resulting from, and to the extent of, Contractor's

negligence or willful misconduct, at no additional cost to County.

9.9 Reports:

9.9.1 Contractor shall prepare and maintain a written record of all services provided on each piece of Equipment and Medical Device at each Facility. Such service report(s) shall: (a) meet all licensing, accrediting and regulatory agency requirements, (b) clearly identify the equipment and medical device 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, calibration reading and traceable National Institute of Standards and Technology (NIST) standard serial number if applicable, (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.

9.10 Exclusions:

9.10.1 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 and medical devices, as determined by County. All breakage or damage to Equipment and Medical Device due to abuse and/or negligence by County personnel shall first be verified and determined to be due to abuse and/or negligence by County personnel. Contractor shall repair such equipment and medical device 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 prices listed in Exhibit C.

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.

9.10.2 Contractor shall provide DPH with an itemization of the repair(s) necessary, including estimated cost of such repair required to bring said equipment or medical device up to current regulatory compliance standards. Replacement parts required shall be billed to County at the rate of cost plus ten percent (10%). Director may authorize said repair or reconditioning or take said Equipment or medical device out of service.

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

9.11 Equipment and Medical Device Performance Standards:

9.11.1 The guaranteed performance uptime for each piece of equipment or medical device is a minimum of ninety-seven percent (97%). Should the equipment or medical device fail to meet the uptime criteria in any calendar month, a credit based upon the service contract price for the calendar month will be determined as follows:

<b>Equipment or Medical Device Uptime</b>	<b>Monthly Price Credit</b>
97% - 100% uptime	0%
93% - 96.9% uptime	20%
90% - 92.9% uptime	40%
87% - 89.9% uptime	60%
83% - 86.9% uptime	80%
Below 82.99% uptime	100%

9.11.2 The basis for each measurement period is the total number of hours per month the equipment or medical device is in-service at Facility divided by the total number of hours in a service month including weekends and holidays.

- 9.11.3 "In Service" is defined as in use or in stand-by status available for use by Facility.
- 9.11.4 Downtime shall be determined in monthly increments by calendar month in accordance with the following:
- A. Total hours per month equipment or medical device is out-of-service divided by the total number of hours in the service month.
  - B. The equipment or medical device shall be considered out-of-service if the equipment or medical device is inoperable or not able to perform the function it was designed to perform. County will determine the function of the equipment and medical devices.
  - C. Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, time the equipment or medical device 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.
  - D. Downtime is calculated from the time a telephone call is made to the time Contractor places item back in service.
- 9.11.5 Contractor shall maintain a log specifying the dates and the causes of all unplanned equipment or medical device 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 or medical device uptime below the ninety percent (90%) uptime defined above, within thirty (30) consecutive calendar days, shall be considered as a contractual default and County shall have the right to give Contractor notice thereof.

## **10.0 GREEN INITIATIVES**

- 10.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 10.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives.

Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Exhibit C - Schedule and Equipment Price List  
January 1, 2014 through December 31, 2016

PUBLIC HEALTH LABORATORIES (PHL) - CONTRACTOR'S FLAT RATE SECTION							
Item	Manufacturer	Model #	Total # of Items	Contractor's Service Cost Per Item	Service Times Per Year	Contractor's Total Annual (12 Months) Cost	
<b>PHL Equipment Items</b>							
Bacteriometer	McCormick Scientific IV	IV	1.0	\$ 15.00	1.0	\$ 15.00	
Bacteriometer	McCormick Scientific IV	IV	1.0	\$ 15.00	1.0	\$ 15.00	
Bacteriometer	McCormick Scientific IV	IV	1.0	\$ 15.00	1.0	\$ 15.00	
Bacteriometer III	Scientific Products	B9750-1	1.0	\$ 15.00	1.0	\$ 15.00	
Bacteriometer III	Scientific Products	B9750-1	1.0	\$ 15.00	1.0	\$ 15.00	
<b>Total</b>			<b>5.0</b>	<b>\$ 75.00</b>	<b>5.0</b>	<b>\$ 75.00</b>	
Balance	Denver Instrument	APX-1502	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Ohaus	AV213	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Ohaus	PA1502	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Mettler Toledo	PL601-S	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Sartorius	B310S-OUR	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Mettler Toledo	AG204	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Mettler Instruments	PN1210	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Mettler Toledo	PB1502-S	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Ohaus	EP4102C	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Ohaus	Harvard	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Ohaus	SC2020	1.0	\$ 25.00	2.0	\$ 50.00	
Balance	Mettler Instruments	MS304S	1.0	\$ 25.00	2.0	\$ 50.00	
<b>Total</b>			<b>12.0</b>	<b>\$ 300.00</b>	<b>24.0</b>	<b>\$ 600.00</b>	
Centrifuge	Eppendorf	5415D	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge	Eppendorf	5415D	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge	Eppendorf	5417R	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge	Sigma Diagnostics	4-15C	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge	Eppendorf	5415D	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge	Beckman	Allegra 6	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge	Beckman	Allegra 6	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge	Eppendorf	5415D	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge	Eppendorf	5415D	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Micro	USA Scientific Plastic S.D.	None	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Micro	VWR	Galaxy 16	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Micro	USA Scientific Plastic S.D.	None	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Micro	USA Scientific Plastic S.D.	None	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Micro	USA Scientific Plastic S.D.	None	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Micro	USA Scientific Plastic S.D.	None	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Micro	USA Scientific Plastic S.D.	None	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	Eppendorf	5415R	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	Labnet	C1200	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	Labnet	C1200	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	VWR	Galaxy mini	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	VWR	Galaxy mini	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	VWR	Galaxy mini	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	ARGOS	VS-100BN	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	ARGOS	VS-100BN	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	ARGOS	VS-100BN	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	VWR	Galaxy mini	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Mini	Eppendorf	Mini Spin	1.0	\$ 25.00	2.0	\$ 50.00	
Centrifuge Refrigerated	Beckman	GS-6KR	1.0	\$ 100.00	2.0	\$ 200.00	
Centrifuge Refrigerated	Sorvall	RC2-B	1.0	\$ 100.00	2.0	\$ 200.00	
Centrifuge Refrigerated	Eppendorf	5804R	1.0	\$ 100.00	2.0	\$ 200.00	
Centrifuge Refrigerated	Eppendorf	5415R	1.0	\$ 100.00	2.0	\$ 200.00	
Centrifuge Refrigerated	Beckman	Allegra 64R	1.0	\$ 100.00	2.0	\$ 200.00	
Centrifuge Refrigerated	IEC	GP8R	1.0	\$ 100.00	2.0	\$ 200.00	
Centrifuge Refrigerated	IEC	GP8R	1.0	\$ 100.00	2.0	\$ 200.00	
<b>Total</b>			<b>34.0</b>	<b>\$ 1,375.00</b>	<b>68.0</b>	<b>\$ 2,750.00</b>	
Counter, Bacteria Colony	American Optical	3330	1.0	\$ 35.00	2.0	\$ 70.00	
Counter, Bacteria Colony	American Optical	3330	1.0	\$ 35.00	2.0	\$ 70.00	
Counter, Bacteria Colony	LEICA	3325	1.0	\$ 35.00	2.0	\$ 70.00	
<b>Total</b>			<b>3.0</b>	<b>\$ 105.00</b>	<b>6.0</b>	<b>\$ 210.00</b>	
Decapper	Greiner	Bio-One	1.0	\$ 50.00	2.0	\$ 100.00	
<b>Total</b>			<b>1.0</b>	<b>\$ 50.00</b>	<b>2.0</b>	<b>\$ 100.00</b>	
Heat block	Fisher Scientific	11-718-2	1.0	\$ 20.00	2.0	\$ 40.00	
Heat block	Fisher Scientific	11-718-6	1.0	\$ 20.00	2.0	\$ 40.00	
Heat block	Fisher Scientific	11-718-6	1.0	\$ 20.00	2.0	\$ 40.00	
Heat block	Fisher Scientific	11-718-6	1.0	\$ 20.00	2.0	\$ 40.00	
Heat block	VWR	12621-088	1.0	\$ 20.00	2.0	\$ 40.00	
Heat block	VWR	12621-088	1.0	\$ 20.00	2.0	\$ 40.00	
Heat block	VWR	12621-088	1.0	\$ 20.00	2.0	\$ 40.00	
Heat block	VWR	13259-011	1.0	\$ 20.00	2.0	\$ 40.00	
Heat block	VWR	13259-052	1.0	\$ 20.00	2.0	\$ 40.00	
Heat block	Fisher Scientific	11-718-2	1.0	\$ 20.00	2.0	\$ 40.00	

Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Exhibit C - Schedule and Equipment Price List  
January 1, 2014 through December 31, 2016

Item	Manufacturer	Model #	Total # of Items	Contractor's Service Cost Per Item	Service Times Per Year	Contractor's Total Annual (12 Months) Cost
Heat block	Fisher Scientific	11-718-6	1.0	\$ 20.00	2.0	\$ 40.00
Heat block	Labnet	D1200	1.0	\$ 20.00	2.0	\$ 40.00
Heat block	Barnstead Thermolyne	DB17615	1.0	\$ 20.00	2.0	\$ 40.00
Heat block	Fisher Scientific	11-718-2	1.0	\$ 20.00	2.0	\$ 40.00
Heat block	Gen-Probe	2775	1.0	\$ 20.00	2.0	\$ 40.00
Heat block	Gen-Probe	2775	1.0	\$ 20.00	2.0	\$ 40.00
Heat block	Gen-Probe	DB59915	1.0	\$ 20.00	2.0	\$ 40.00
Heat block	Gen-Probe	DB59915	1.0	\$ 20.00	2.0	\$ 40.00
Heat block	LabNet	D1200	1.0	\$ 20.00	2.0	\$ 40.00
Heat block	Thermo Scientific	2002	1.0	\$ 20.00	2.0	\$ 40.00
<b>Total</b>			<b>1.0</b>	<b>\$ 400.00</b>	<b>40.0</b>	<b>\$ 800.00</b>
Heat Module	Pierce Chemical	18835	1.0	\$ 20.00	2.0	\$ 40.00
Heat Module	Pierce Chemical	18835	1.0	\$ 20.00	2.0	\$ 40.00
<b>Total</b>			<b>2.0</b>	<b>\$ 40.00</b>	<b>4.0</b>	<b>\$ 80.00</b>
Hood, Fume	AirClean Systems	AC632DB	1.0	\$ 30.00	1.0	\$ 30.00
Hood, Fume	AirClean Systems	AC632DB	1.0	\$ 30.00	1.0	\$ 30.00
Hood, Fume	AirClean Systems	AC632DB	1.0	\$ 30.00	1.0	\$ 30.00
Hood, Fume	AirClean Systems	AC600	1.0	\$ 30.00	1.0	\$ 30.00
Hood, Fume	AirClean Systems	AC600	1.0	\$ 30.00	1.0	\$ 30.00
Hood, Fume	AirClean Systems	AC600	1.0	\$ 30.00	1.0	\$ 30.00
Hood, Fume	AirClean Systems	AC600	1.0	\$ 30.00	1.0	\$ 30.00
Hood, Fume	AirClean Systems	AC632DB-671	1.0	\$ 30.00	1.0	\$ 30.00
Hood, Fume	AirClean Systems	AC632DB	1.0	\$ 30.00	1.0	\$ 30.00
Hood, PCR	CBS Scientific	P-030-202	1.0	\$ 30.00	1.0	\$ 30.00
Hood, PCR	CBS Scientific	P-030-202	1.0	\$ 30.00	1.0	\$ 30.00
Hood, PCR	CBS Scientific	P-030-202	1.0	\$ 30.00	1.0	\$ 30.00
<b>Total</b>			<b>12.0</b>	<b>\$ 360.00</b>	<b>12.0</b>	<b>\$ 360.00</b>
Hot Plate	Corning	PC-300	1.0	\$ 25.00	2.0	\$ 50.00
Hot Plate	Corning	PC-300	1.0	\$ 25.00	2.0	\$ 50.00
Hot Plate	Corning	PC-300	1.0	\$ 25.00	2.0	\$ 50.00
Hot Plate, stirrer	Fisher Scientific	Isotemp	1.0	\$ 25.00	2.0	\$ 50.00
Hot Plate, stirrer	Thermolyne	SP18425	1.0	\$ 25.00	2.0	\$ 50.00
Hot Plate, stirrer	Thermolyne	SP18425	1.0	\$ 25.00	2.0	\$ 50.00
Hot Plate, stirrer	Fisher Scientific	11-500-49SH	1.0	\$ 25.00	2.0	\$ 50.00
Hot Plate, stirrer	Fisher Scientific	310T	1.0	\$ 25.00	2.0	\$ 50.00
<b>Total</b>			<b>8.0</b>	<b>\$ 200.00</b>	<b>16.0</b>	<b>\$ 400.00</b>
Illuminator, UV	UVP	TL-33E	1.0	\$ 20.00	2.0	\$ 40.00
<b>Total</b>			<b>1.0</b>	<b>\$ 20.00</b>	<b>2.0</b>	<b>\$ 40.00</b>
Incubator	Lab-Line	120	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1545	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1545	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1925	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1565B	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1565T	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Lab-Line	120	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Precision Scientific	Thelco 2	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Precision Scientific	Thelco 6M	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Sheldon	R140	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Precision Scientific	31480	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Precision Scientific	Thelco 6	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Precision Scientific	Thelco 6	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	2010	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	35960-054	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Baxter	J1450-1	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Lab-Line	120	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Lab-Line	203	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Thermo Fisher	818	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1545	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1545	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1925	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1925	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1555	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	VWR	1555	1.0	\$ 30.00	2.0	\$ 60.00
Incubator	Yamato Scientific	IC400	1.0	\$ 30.00	2.0	\$ 60.00
Incubator, CO2	VWR	2350 - B	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	2350 - T	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	2450B	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	2450T	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	2475B	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	2475T	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	1927	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	1927	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	1927	1.0	\$ 35.00	2.0	\$ 70.00

Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Exhibit C - Schedule and Equipment Price List  
January 1, 2014 through December 31, 2016

Item	Manufacturer	Model #	Total # of Items	Contractor's Service Cost Per Item	Service Times Per Year	Contractor's Total Annual (12 Months) Cost
Incubator, CO2	VWR	1927	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	1927	1.0	\$ 35.00	2.0	\$ 70.00
Incubator, CO2	VWR	1927	1.0	\$ 35.00	2.0	\$ 70.00
<b>Total</b>			<b>38.0</b>	<b>\$ 1,200.00</b>	<b>76.0</b>	<b>\$ 2,400.00</b>
Lamp- UV	Spectronics	BEA-160	1.0	\$ 20.00	1.0	\$ 20.00
Lamp- UV	Spectronics	BEA-160	1.0	\$ 20.00	1.0	\$ 20.00
<b>Total</b>			<b>2.0</b>	<b>\$ 40.00</b>	<b>2.0</b>	<b>\$ 40.00</b>
Media Dispenser	Brewer Company	60453	1.0	\$ 25.00	1.0	\$ 25.00
Media Dispenser	Brewer Company	60480	1.0	\$ 25.00	1.0	\$ 25.00
Media Dispenser	Brewer Company	60480	1.0	\$ 25.00	1.0	\$ 25.00
Media Dispenser	Monostat	72-665-000	1.0	\$ 25.00	1.0	\$ 25.00
<b>Total</b>			<b>4.0</b>	<b>\$ 100.00</b>	<b>4.0</b>	<b>\$ 100.00</b>
Meter, pH	Mettler Toledo	MP230	1.0	\$ 35.00	2.0	\$ 70.00
Meter, pH	Corning	M240	1.0	\$ 35.00	2.0	\$ 70.00
Meter, pH	Mettler Toledo	Seven Multi	1.0	\$ 35.00	2.0	\$ 70.00
Meter, pH	Oakton Instruments	1100	1.0	\$ 35.00	2.0	\$ 70.00
<b>Total</b>			<b>4.0</b>	<b>\$ 140.00</b>	<b>8.0</b>	<b>\$ 280.00</b>
Mini Sub-Cell GT System	Bio Rad	170-4487	1.0	\$ 15.00	1.0	\$ 15.00
Mini Sub-Cell GT System	Bio Rad	170-4487	1.0	\$ 15.00	1.0	\$ 15.00
Mini Sub-Cell GT System	Bio Rad	Mini C	1.0	\$ 15.00	1.0	\$ 15.00
<b>Total</b>			<b>3.0</b>	<b>\$ 45.00</b>	<b>3.0</b>	<b>\$ 45.00</b>
Mixer, Maxi Mix	Thermolyne	M16700	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Maxi Mix	Thermolyne	M16700	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Barnstead Thermolyne	M16715	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Barnstead Thermolyne	M16715	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Barnstead Thermolyne	M37615	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Barnstead Thermolyne	M37615	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	VM-3000 Mini	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	VM-3000 Mini	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	None	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	IKA-Works	MS1-S1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Barnstead Thermolyne	M16715	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Velp Scientific	F202A0175	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Barnstead Thermolyne	M16715	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Curtin Matheson	215-434	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Fisher Scientific	2215365	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Fisher Scientific	2215365	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	VM-3000 Mini	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Fisher Scientific	MS1-S1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Scientific Industries	SI-0136	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	VWR	MV1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Barnstead Thermolyne	M16715	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Fisher Scientific	G-560	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Fisher Scientific	2215365	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	IKA-Works	MS1-S1	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Scientific Industries	G-560	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex	Scientific Industries	G-560	1.0	\$ 25.00	2.0	\$ 50.00
Mixer, Vortex, Multi-Tube	Fisher Scientific	02-215-450	1.0	\$ 25.00	1.0	\$ 25.00
Mixer, Vortex, Multi-Tube	Troemner	VX01	1.0	\$ 25.00	1.0	\$ 25.00
Mixer, Vortex, Multi-Tube	Troemner	VX01	1.0	\$ 25.00	1.0	\$ 25.00
Mixer, Vortex, Multi-Tube	VWR	VX-2500	1.0	\$ 25.00	1.0	\$ 25.00
Mixer, Vortex, Multi-Tube	VWR	VX-2500	1.0	\$ 25.00	1.0	\$ 25.00
<b>Total</b>			<b>42.0</b>	<b>\$ 1,050.00</b>	<b>79.0</b>	<b>\$ 1,925.00</b>
Oven, Microwave	General Electric	Domestic	1.0	\$ 30.00	1.0	\$ 30.00
<b>Total</b>			<b>1.0</b>	<b>\$ 30.00</b>	<b>1.0</b>	<b>\$ 30.00</b>
PCR System - ABI	Applied Biosystems	9700	1.0	\$ 15.00	1.0	\$ 15.00
PCR System - ABI	Applied Biosystems	9700	1.0	\$ 15.00	1.0	\$ 15.00
PCR System - ABI	Applied Biosystems	9700	1.0	\$ 15.00	1.0	\$ 15.00
<b>Total</b>			<b>3.0</b>	<b>\$ 45.00</b>	<b>3.0</b>	<b>\$ 45.00</b>
Power Supply	Bio Rad	PAC 300	1.0	\$ 15.00	1.0	\$ 15.00

Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Exhibit C - Schedule and Equipment Price List  
January 1, 2014 through December 31, 2016

Item	Manufacturer	Model #	Total # of Items	Contractor's Service Cost Per Item	Service Times Per Year	Contractor's Total Annual (12 Months) Cost
Power Supply	Bio Rad	PAC 300	1.0	\$ 15.00	1.0	\$ 15.00
Power Supply	Bio Rad	PAC 1000	1.0	\$ 15.00	1.0	\$ 15.00
<b>Total</b>			<b>3.0</b>	<b>\$ 45.00</b>	<b>3.0</b>	<b>\$ 45.00</b>
Pump, Peristaltic	Cole Parmer	7520-40	1.0	\$ 30.00	1.0	\$ 30.00
Pump, Vacuum	GAST	DOA-P704-AA	1.0	\$ 30.00	1.0	\$ 30.00
<b>Total</b>			<b>2.0</b>	<b>\$ 60.00</b>	<b>2.0</b>	<b>\$ 60.00</b>
Reader, Microplate	Biotek Instruments	ELX800	1.0	\$ 30.00	2.0	\$ 60.00
Reader, Microplate	Biotek Instruments	ELX800	1.0	\$ 30.00	2.0	\$ 60.00
Reader, Microplate	Biotek Instruments	ELX800	1.0	\$ 30.00	2.0	\$ 60.00
<b>Total</b>			<b>3.0</b>	<b>\$ 90.00</b>	<b>6.0</b>	<b>\$ 180.00</b>
Rocker, Tube	Unico	L-TTR200	1.0	\$ 25.00	1.0	\$ 25.00
<b>Total</b>			<b>1.0</b>	<b>\$ 25.00</b>	<b>1.0</b>	<b>\$ 25.00</b>
Rotator	Boekel	260250	1.0	\$ 30.00	2.0	\$ 60.00
Rotator	SLT	MPS-4	1.0	\$ 30.00	2.0	\$ 60.00
Rotator	Baxter	R4140	1.0	\$ 30.00	2.0	\$ 60.00
Rotator	Fisher Scientific	341	1.0	\$ 30.00	2.0	\$ 60.00
Rotator	Fisher Scientific	341	1.0	\$ 30.00	2.0	\$ 60.00
<b>Total</b>			<b>5.0</b>	<b>\$ 150.00</b>	<b>10.0</b>	<b>\$ 300.00</b>
Sealer	IDEXX	2X - Quantitray	1.0	\$ 25.00	1.0	\$ 25.00
Sealer	IDEXX	9-10894-04 - Quantitray	1.0	\$ 25.00	1.0	\$ 25.00
<b>Total</b>			<b>2.0</b>	<b>\$ 50.00</b>	<b>2.0</b>	<b>\$ 50.00</b>
Shaker, Incubated	Barnstead Thermolyne /Lab-Line	Max Q 4000	1.0	\$ 25.00	2.0	\$ 50.00
Shaker, Plate	Lab-Line	4625	1.0	\$ 25.00	2.0	\$ 50.00
Shaker, Plate	Perkin-Elmer	1296-004	1.0	\$ 25.00	2.0	\$ 50.00
Shaker, Plate	Wallac	1296-002	1.0	\$ 25.00	2.0	\$ 50.00
Shaker, Rotisserie	Barnstead Thermolyne	T4001100	1.0	\$ 25.00	2.0	\$ 50.00
<b>Total</b>			<b>5.0</b>	<b>\$ 125.00</b>	<b>10.0</b>	<b>\$ 250.00</b>
Stirrer	Lab-Line	Magnestir 1266	1.0	\$ 25.00	2.0	\$ 50.00
Stirrer	Thermolyne	Nuova II	1.0	\$ 25.00	2.0	\$ 50.00
<b>Total</b>			<b>2.0</b>	<b>\$ 50.00</b>	<b>4.0</b>	<b>\$ 100.00</b>
Stomacher	Seward	Stomacher 400	1.0	\$ 30.00	2.0	\$ 60.00
Stomacher	Seward	Stomacher 400	1.0	\$ 30.00	2.0	\$ 60.00
<b>Total</b>			<b>2.0</b>	<b>\$ 60.00</b>	<b>4.0</b>	<b>\$ 120.00</b>
Stove, Table Top	Frigidaire	FEC4	1.0	\$ 30.00	1.0	\$ 30.00
<b>Total</b>			<b>1.0</b>	<b>\$ 30.00</b>	<b>1.0</b>	<b>\$ 30.00</b>
Sub-Cell GT DNA System	Bio Rad	DNA SubCell	1.0	\$ 15.00	1.0	\$ 15.00
Sub-Cell GT DNA System	Bio Rad	DNA SubCell	1.0	\$ 15.00	1.0	\$ 15.00
<b>Total</b>			<b>2.0</b>	<b>\$ 30.00</b>	<b>2.0</b>	<b>\$ 30.00</b>
Turbidity Meter	Dade Behring	5400-2479A	1.0	\$ 25.00	1.0	\$ 25.00
Turbidity Meter	Dade Behring	5400-2479A	1.0	\$ 25.00	1.0	\$ 25.00
<b>Total</b>			<b>2.0</b>	<b>\$ 50.00</b>	<b>2.0</b>	<b>\$ 50.00</b>
Ultrasonic Cleaner	Cole-Parmer	8849-00	1.0	\$ 25.00	1.0	\$ 25.00
Ultrasonic Cleaner	Lab-Line	9303 GEN	1.0	\$ 25.00	1.0	\$ 25.00
<b>Total</b>			<b>2.0</b>	<b>\$ 50.00</b>	<b>2.0</b>	<b>\$ 50.00</b>
Warmer, Slide	Premier	XH-2001	1.0	\$ 20.00	2.0	\$ 40.00
Warmer, Slide	Premier	XH-2001	1.0	\$ 20.00	2.0	\$ 40.00
Warmer, Slide	Premier	XH-2001	1.0	\$ 20.00	2.0	\$ 40.00
<b>Total</b>			<b>3.0</b>	<b>\$ 60.00</b>	<b>6.0</b>	<b>\$ 120.00</b>
Washer, Glassware	Labconco	4420411	1.0	\$ 25.00	2.0	\$ 50.00
Washer, Microplate	Biotek Instruments	ELX 50	1.0	\$ 25.00	2.0	\$ 50.00
Washer, Microplate	Biotek Instruments	ELX 50	1.0	\$ 25.00	2.0	\$ 50.00
Washer, Microplate	Biotek Instruments	ELX 50	1.0	\$ 25.00	2.0	\$ 50.00
<b>Total</b>			<b>4.0</b>	<b>\$ 100.00</b>	<b>8.0</b>	<b>\$ 200.00</b>
Waterbath	Lab-Line	18010	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Precision Scientific	51221048	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Precision Scientific	51221054	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Fisher Scientific	202S	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Fisher Scientific	202S	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Fisher Scientific	205	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Lab-Line	Imperial III 18000	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Lab-Line	Imperial III 18000	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Precision Scientific	51221052	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	GEN-Probe	303 GEN	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Precision Scientific	51221052	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	VWR	1230	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Lab-Line	18002A	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Lab-Line	18002A	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Lab-Line	18002A	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Precision Scientific	51221048	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Lab-Line	18002A	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Lab-Line	18002A	1.0	\$ 35.00	2.0	\$ 70.00

Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Exhibit C - Schedule and Equipment Price List  
January 1, 2014 through December 31, 2016

Item	Manufacturer	Model #	Total # of Items	Contractor's Service Cost Per Item	Service Times Per Year	Contractor's Total Annual (12 Months) Cost
Waterbath	Precision Scientific	180	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	VWR	1203	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath	Lab-Line	Aqua Bath	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath, Circulating	Precision Scientific	260	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath, Circulating	Precision Scientific	51221035	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath, Circulating	Precision Scientific	51221035	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath, Shaker	Precision Scientific	66799	1.0	\$ 35.00	2.0	\$ 70.00
Waterbath, Shaker	New Brunswick	Innova 3100	1.0	\$ 35.00	2.0	\$ 70.00
<b>Total</b>			<b>26.0</b>	<b>\$ 910.00</b>	<b>52.0</b>	<b>\$ 1,820.00</b>
<b>CONTRACTOR'S PHL FLAT RATE SECTION - TOTAL</b>			<b>241.0</b>	<b>\$ 7,460.00</b>	<b>470.0</b>	<b>\$ 13,710.00</b>

**Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Exhibit C - Schedule and Equipment Pricing List  
January 1, 2014 through December 31, 2016**

<b>CONTRACTOR'S PHL HOURLY RATE SECTION</b>			
Type of Hourly Rate	Hourly Rate	Estimated Hours	Estimated Total Annual (12 Months) Cost
AS-NEEDED Repair Services (response and/or service performed within 24 hours of notification to Contractor):	\$ 65.00	15.0	\$975.00
EMERGENCY Repair Services (response and/or service provided within 4 hours of notification to Contractor):	\$ 95.00	15.0	\$1,425.00
EXCLUSIONS (response and/or service provided within 24 hours of notification to Contractor):	\$ 95.00	15.0	\$1,425.00
<b>CONTRACTOR'S HOURLY RATE SECTION - TOTAL</b>			<b>\$3,825.00</b>

**Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Schedule C - Budget and Equipment Price List  
January 1, 2014 through December 31, 2016**

CONTRACTOR'S COMMUNITY HEALTH SERVICES (CHS) FLAT RATE SECTION							
Item	Manufacturer	Model #	Total # of Items	Comments	Contractor's Service Cost Per Item	Service Times Per Year	Contractor's Total Annual (12 Months) Cost
<b>CHS Medical Equipment Items</b>							
Audiometer	Eckstein	EB390MB	1.0	Not Applicable	\$ 35.00	2.0	\$ 70.00
Audiometer	MAICO	MA-25	1.0	Not Applicable	\$ 35.00	2.0	\$ 70.00
Audiometer	MAICO	MA-27	3.0	Not Applicable	\$ 35.00	2.0	\$ 210.00
Audiometer	Welch Allyn	AM232	3.0	Not Applicable	\$ 35.00	2.0	\$ 210.00
<b>Total</b>			<b>8.0</b>		<b>\$ 140.00</b>	<b>8.0</b>	<b>\$ 560.00</b>
Centrifuge	Becton Dickinson	Adams Compact II #0225; Other	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Centrifuge	Becton Dickinson	None	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Centrifuge	Clay Adams	Compact II	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Centrifuge	IEC	HNS II	3.0	Not Applicable	\$ 25.00	2.0	\$ 150.00
Centrifuge	LW Scientific	CXR	2.0	Not Applicable	\$ 25.00	2.0	\$ 100.00
Centrifuge	LW Scientific	U8TL-1	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Centrifuge	LW Scientific	Straight 8-3K	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Centrifuge	Vanguard	V6500	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
<b>Total</b>			<b>11.0</b>		<b>\$ 200.00</b>	<b>16.0</b>	<b>\$ 550.00</b>
Exam Light	Phillips Burton	WM50FL	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Exam Light	Phillips Burton	152113	2.0	Not Applicable	\$ 25.00	2.0	\$ 100.00
Exam Light	Phillips Burton	C100110	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Exam Light	Phillips Burton	2N20FL	2.0	Not Applicable	\$ 25.00	2.0	\$ 100.00
Exam Light	Welch Allyn	GSEXAM IV M344	5.0	Not Applicable	\$ 25.00	2.0	\$ 250.00
<b>Total</b>			<b>11.0</b>		<b>\$ 125.00</b>	<b>28.0</b>	<b>\$ 550.00</b>
Exam Table	Enochs	Power 4000	1.0	Not Applicable	\$ 20.00	2.0	\$ 40.00
Exam Table	Enochs	5252	2.0	Not Applicable	\$ 20.00	2.0	\$ 80.00
Exam Table	Hamilton	E-Series	1.0	Not Applicable	\$ 20.00	2.0	\$ 40.00
Exam Table	Midmark Corp	05460/75 L 061064800	1.0	Not Applicable	\$ 20.00	2.0	\$ 40.00
Exam Table	Midmark Corp	75 L	2.0	Not Applicable	\$ 20.00	2.0	\$ 80.00
Exam Table	Midmark Corp	604-001	13.0	Not Applicable	\$ 20.00	2.0	\$ 520.00
Exam Table	Midmark Corp	104 Ritter	1.0	Not Applicable	\$ 20.00	2.0	\$ 40.00
Exam Table	Midmark Corp	305 Ritter	2.0	Not Applicable	\$ 20.00	2.0	\$ 80.00
Exam Table	Midmark Corp	300 Ritter	2.0	Not Applicable	\$ 20.00	2.0	\$ 80.00
Exam Table	Midmark Corp	223 Ritter	2.0	Not Applicable	\$ 20.00	2.0	\$ 80.00
<b>Total</b>			<b>27.0</b>		<b>\$ 200.00</b>	<b>20.0</b>	<b>\$ 1,080.00</b>
Freezer	Sanyo	SF-L6111W	10.0	Not Applicable	\$ 30.00	2.0	\$ 600.00
Freezer	Sanyo	HF-5017	7.0	Not Applicable	\$ 30.00	2.0	\$ 420.00
Freezer	Sanyo	None	6.0	Not Applicable	\$ 30.00	2.0	\$ 360.00
Freezer	Revco	ULT2330A19	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Freezer	Whirlpool	RT18DKXK203	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
<b>Total</b>			<b>25.0</b>		<b>\$ 150.00</b>	<b>10.0</b>	<b>\$ 1,500.00</b>
Incubator	Boekel	UL 61010-1	4.0	Not Applicable	\$ 30.00	2.0	\$ 240.00
Incubator	Boekel	132000	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Incubator	Boekel	13300	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00
Incubator	Curtin Mathenson Scientific, Inc	C1574	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Incubator	Sheldon MFG	SHEL-LAB	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Incubator	Thelco/Precision Scientific	None	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
<b>Total</b>			<b>10.0</b>		<b>\$ 180.00</b>	<b>12.0</b>	<b>\$ 600.00</b>
Microscope	Unknown	None	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Unknown	M-1	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	ABCO	None	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Allegiance	M3000	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	American Optical	10	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	American Optical	1130	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	American Optical/Seiler Instrument	1051/Micro LV X2	2.0	Not Applicable	\$ 50.00	2.0	\$ 200.00
Microscope	Bausch & Lomb	KHS	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Cambridge Instruments	Galen 111	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Fisher Scientific	None	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Micro Optics	None	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Nikon	LABOPHOT	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Olympus	CX41RF	2.0	Not Applicable	\$ 50.00	2.0	\$ 200.00
Microscope	Olympus	V-DO3	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Olympus	BH-2	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Olympus	CH30 RF100	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Olympus	None	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
Microscope	Seiler Instrument	MICROLUX 111	1.0	Not Applicable	\$ 50.00	2.0	\$ 100.00
<b>Total</b>			<b>20.0</b>		<b>\$ 900.00</b>	<b>36.0</b>	<b>\$ 2,000.00</b>

**Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Schedule C - Budget and Equipment Price List  
January 1, 2014 through December 31, 2016**

Item	Manufacturer	Model #	Total # of Items	Comments	Contractor's Service Cost Per Item	Service Times Per Year	Contractor's Total Annual (12 Months) Cost
Mixer	AMES	4651	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
<b>Total</b>			<b>1.0</b>		<b>\$ 25.00</b>	<b>2.0</b>	<b>\$ 50.00</b>
Refrigerator	Danby	DFE9102BLS	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Frigidaire	GWRO4AAMWW	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Frigidaire	MRT15CNEW	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Frigidaire	GLRT183TDIC	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	General Electric	GTS22KC	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00
Refrigerator	General Electric	RTS22KC/MARW	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00
Refrigerator	Hotpoint	HTR16BBSARWW	3.0	Not Applicable	\$ 30.00	2.0	\$ 180.00
Refrigerator	Kenmore	25393380	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Kenmore	654.8961720	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Kenmore	9334310	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Revco	RCF252A14	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Revco	ULT2330A19	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Sanyo	MPR-513R	10.0	Not Applicable	\$ 30.00	2.0	\$ 600.00
Refrigerator	Sanyo	MPR-514	4.0	Not Applicable	\$ 30.00	2.0	\$ 240.00
Refrigerator	Sanyo	MPR-514R	5.0	Not Applicable	\$ 30.00	2.0	\$ 300.00
Refrigerator	Sanyo	MPR-1014R	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Sanyo	U-2075RFW	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Sanyo	Unknown	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Sanyo	8001A	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Sanyo	SR-L4110W	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Sanyo	MPR-414F	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Summit	CM40K	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00
Refrigerator	Norlake Scientific	NSPR241WWG/C	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Panasonic	5RL-4110W-PA1	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Whirlpool	None	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Refrigerator	Whirlpool	ET18BKJW00	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
<b>Total</b>			<b>47.0</b>		<b>\$ 780.00</b>	<b>52.0</b>	<b>\$ 2,820.00</b>
Standard Balance Scale	Health O Meter	None	4.0	Not Applicable	\$ 25.00	2.0	\$ 200.00
Standard Balance Scale	Health O Meter	400 ADE	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Standard Balance Scale	Health O Meter	400 DGE	3.0	Not Applicable	\$ 25.00	2.0	\$ 150.00
Standard Balance Scale	Cardinal Detecto	None	3.0	Not Applicable	\$ 25.00	2.0	\$ 150.00
Standard Balance Scale	Seca	None	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Standard Balance Scale	Acculab	VIC-303	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
<b>Total</b>			<b>13.0</b>		<b>\$ 150.00</b>	<b>12.0</b>	<b>\$ 650.00</b>
Digital Scale	Cardinal Detecto	758C	3.0	Not Applicable	\$ 25.00	2.0	\$ 150.00
Digital Scale	Cardinal Detecto	CN20	2.0	Not Applicable	\$ 25.00	2.0	\$ 100.00
Digital Scale	Health O Meter	None	4.0	Not Applicable	\$ 25.00	2.0	\$ 200.00
Digital Scale	Health O Meter Pro+Plus	None	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Digital Scale	Seca	Unknown	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Digital Scale	Seca	7802321138	3.0	Not Applicable	\$ 25.00	2.0	\$ 150.00
Digital Scale	Seca	7802321134	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
<b>Total</b>			<b>15.0</b>		<b>\$ 175.00</b>	<b>14.0</b>	<b>\$ 750.00</b>
Thermometer (equipment)	Core	None	2.0	Not Applicable	\$ 30.00	1.0	\$ 60.00
Thermometer (equipment)	Fisher Scientific/Other	None	80.0	Not Applicable	\$ 30.00	1.0	\$ 2,400.00
<b>Total</b>			<b>82.0</b>		<b>\$ 60.00</b>	<b>22.0</b>	<b>\$ 2,460.00</b>
Veriteq Temperature Logger	Veriteq	SP-1000-22N; SP-1400-44N	25.0	Not Applicable	\$ 30.00	1.0	\$ 750.00
<b>Total</b>			<b>25.0</b>		<b>\$ 30.00</b>	<b>1.0</b>	<b>\$ 750.00</b>
Vision Test Device	Good Lite	A+ 600600	3.0	Not Applicable	\$ 35.00	1.0	\$ 105.00
Vision Test Device	IVAC	420	1.0	Not Applicable	\$ 35.00	1.0	\$ 35.00
<b>Total</b>			<b>4.0</b>		<b>\$ 70.00</b>	<b>2.0</b>	<b>\$ 140.00</b>
Ophthalmoscope/Otoscope (Blood Pressure)	Welch Allyn	767 Series	2.0	Not Applicable	\$ 25.00	2.0	\$ 100.00
Ophthalmoscope/Otoscope (Blood Pressure)	Welch Allyn	20524	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Ophthalmoscope/Otoscope (Blood Pressure)	Welch Allyn	74710	1.0	Not Applicable	\$ 25.00	2.0	\$ 50.00
Ophthalmoscope/Otoscope (Blood Pressure)	Welch Allyn	None	26.0	Not Applicable	\$ 25.00	2.0	\$ 1,300.00
<b>Total</b>			<b>30.0</b>		<b>\$ 100.00</b>	<b>8.0</b>	<b>\$ 1,500.00</b>
Blood Pressure	American Diagnostic Corp.	6013	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Blood Pressure	Dinamap	None	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Blood Pressure	Dinamap	Pro 200V2	3.0	Not Applicable	\$ 30.00	2.0	\$ 180.00
Blood Pressure	IVAC	4200	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00
Blood Pressure	Omron Digital B/P	HEM-712C	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Blood Pressure	Omron Digital B/P	HEM-780N3	5.0	Not Applicable	\$ 30.00	2.0	\$ 300.00
Blood Pressure	Omron Digital B/P	HEM-907XL	3.0	Not Applicable	\$ 30.00	2.0	\$ 180.00
Blood Pressure	Welch Allyn	None	6.0	Not Applicable	\$ 30.00	2.0	\$ 360.00
Blood Pressure	Welch Allyn	530TP	4.0	Not Applicable	\$ 30.00	2.0	\$ 240.00
<b>Total</b>			<b>26.0</b>		<b>\$ 270.00</b>	<b>18.0</b>	<b>\$ 1,560.00</b>
Pulse Oximeter	Dinamap	400NV2	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00

**Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Schedule C - Budget and Equipment Price List  
January 1, 2014 through December 31, 2016**

Item	Manufacturer	Model #	Total # of Items	Comments	Contractor's Service Cost Per Item	Service Times Per Year	Contractor's Total Annual (12 Months) Cost
Pulse Oximeter	Welch Allyn	KIMAS 7.2V 1000	4.0	Not Applicable	\$ 30.00	2.0	\$ 240.00
<b>Total</b>			<b>6.0</b>		<b>\$ 60.00</b>	<b>4.0</b>	<b>\$ 360.00</b>
Thermometer (patient)	Braun	THERMOSCAN	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Thermometer (patient)	Core	None	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Thermometer (patient)	Healthy Living	TSR-6165	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Thermometer (patient)	IVAC	2090E	7.0	Not Applicable	\$ 30.00	2.0	\$ 420.00
Thermometer (patient)	IVAC	4200	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Thermometer (patient)	IVAC	2080A	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00
Thermometer (patient)	IVAC	2017	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Thermometer (patient)	IVAC	None	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
Thermometer (patient)	Welch Allyn	SURETEMP	5.0	Not Applicable	\$ 30.00	2.0	\$ 300.00
Thermometer (patient)	Welch Allyn	300 Series	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00
Thermometer (patient)	Welch Allyn	530TP	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00
Thermometer (patient)	Welch Allyn	678	3.0	Not Applicable	\$ 30.00	2.0	\$ 180.00
Thermometer (patient)	Welch Allyn	692	5.0	Not Applicable	\$ 30.00	2.0	\$ 300.00
Thermometer (patient)	Welch Allyn	6021	2.0	Not Applicable	\$ 30.00	2.0	\$ 120.00
Thermometer (patient)	Welch Allyn	6014	1.0	Not Applicable	\$ 30.00	2.0	\$ 60.00
<b>Total</b>			<b>35.0</b>		<b>\$ 450.00</b>	<b>30.0</b>	<b>\$ 2,100.00</b>
X-ray View Box	Picker	244X	1.0	Not Applicable	\$ 20.00	1.0	\$ 20.00
X-ray View Box	Picker	504D	3.0	Not Applicable	\$ 20.00	1.0	\$ 60.00
X-ray View Box	Carr	2RG-S	1.0	Not Applicable	\$ 20.00	1.0	\$ 20.00
X-ray View Box	Wolf	29002	1.0	Not Applicable	\$ 20.00	1.0	\$ 20.00
X-ray View Box	Wolf	Trimline III	1.0	Not Applicable	\$ 20.00	1.0	\$ 20.00
<b>Total</b>			<b>7.0</b>		<b>\$ 100.00</b>	<b>5.0</b>	<b>\$ 140.00</b>
<b>CONTRACTOR'S FLAT RATE SECTION - TOTAL</b>			<b>403.0</b>		<b>\$ 4,135.00</b>	<b>300.0</b>	<b>\$ 20,120.00</b>

**Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Schedule C - Budget and Equipment Price List  
January 14, 2014 through December 31, 2016**

<b>CONTRACTOR'S CHS HOURLY RATE SECTION</b>			
<b>Type of Hourly Rate</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Estimated Total Annual Cost (12 Months)</b>
AS-NEEDED Repair Services (response and/or service performed within 24 hours of notification to Contractor):	\$ 65.00	40.0	\$ 2,600.00
EMERGENCY Repair Services (response and/or service provided within 4 hours of notification to Contractor):	\$ 95.00	40.0	\$ 3,800.00
EXCLUSIONS (response and/or service provided within 24 hours of notification to Contractor):	\$ 95.00	40.0	\$ 3,800.00
<b>CONTRACTOR'S CHS HOURLY RATE SECTION - TOTAL</b>			<b>\$ 10,200.00</b>

**Laboratory and Clinic Equipment and Medical Device  
Maintenance, Calibration, and Repair Services Agreement  
Schedule C - Budget and Equipment Price List  
January 14, 2014 through December 31, 2016**

Section	Contractor's Total Annual (12 Months) Cost
<b>Public Health Laboratories (PHL) Section</b>	
PHL: Contractor's Flat Rate Section Total Annual Cost	\$ 13,710.00
PHL: Contractor's Hourly Rate Section Estimated Total Annual Cost	\$ 3,825.00
<b>PHL TOTAL ANNUAL PRICE</b>	<b>\$ 17,535.00</b>
<b>Community Health Services (CHS) Section</b>	
CHS: Contractor's Flat Rate Section Total Annual Cost	\$ 20,120.00
CHS: Contractor's Hourly Rate Section Estimated Total Annual Cost	\$ 10,200.00
<b>CHS TOTAL ANNUAL PRICE</b>	<b>\$ 30,320.00</b>
<b>TOTAL ANNUAL PRICE</b>	<b>\$ 47,855.00</b>
<b>MAXIMUM OBLIGATION FOR THE TERM OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2016</b>	<b>\$ 143,565.00</b>

**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, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced 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: \_\_\_\_\_

**EXHIBIT F  
CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (please print)