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**BOARD OF SUPERVISORS**

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# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

April 1, 2025

38 April 1, 2025

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

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW CONTRACT WITH JOINT MATTERS, INC. FOR THE PROVISION OF LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE, CALIBRATION, AND REPAIR SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute a new contract with Joint Matters, Inc. for the provision of Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services effective upon date of execution through March 31, 2028, and delegated authority to extend the term through December 31, 2030.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a new contract, substantially similar to Exhibit I, with Joint Matters, Inc., selected under a competitive solicitation process for Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services, effective upon date of execution through March 31, 2028, for an annual maximum obligation of \$108,425 and is 100% funded by existing Net County Cost Departmental resources.
2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract that extend the term through December 31, 2030, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; allow the rollover of unspent contract funds; reallocate funds between budgets; provide an increase or decrease in funding up to 10% above or below the annual base maximum obligation effective upon execution and make corresponding service adjustments, as needed; add or delete public health facilities and/or laboratory and clinic equipment and medical devices; and/or correct errors in the contract's terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract that authorize modifications to the budget with corresponding modifications to the

statement of work, that are within the same scope of services, as necessary; allow revisions to the list of equipment, medical devices, and scheduled services frequency that do not change the maximum obligation; and/or changes to hours of operation and/or service locations.

4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the contract upon issuing a written notice to Joint Matters, Inc. if it fails to fully comply with contract requirements and terminate the contract for convenience by providing a 30-calendar day advance written notice to Joint Matters, Inc.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

Public Health's Community Health Services (CHS) provides clinical services, conducts surveillance and medical case management of reportable communicable diseases, contains the spread of communicable diseases, and provides numerous outreach activities to engage the community as active participants to improve the health of residents. CHS public health centers provide these services for free or low-cost to those with no insurance or no regular health care provider. The Public Health Lab (PHL) is a specially licensed laboratory responsible for supporting all disease control and environmental health activities within Public Health programs and services. The PHL provides laboratory services for four County hospitals, 14 CHS public health centers, one CHS satellite clinic, and various health centers throughout Los Angeles County (LAC).

Under the proposed contract, Joint Matters, Inc., will be responsible for the development and maintenance of a comprehensive equipment and medical device inventory and preventive maintenance (PM) schedule, including routine preventive maintenance services, routine calibration services, as-needed services, and an inventory database to keep inventory and scheduled PM services for both CHS and PHL.

Approval of Recommendation 1 will allow Public Health to execute a new contract with Joint Matters, Inc. to provide laboratory and clinic equipment and medical device maintenance, calibration, and repair services for CHS public health centers and the PHL.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contract to extend the term; rollover unspent funds; reallocate funds between budgets; increase or decrease funding up to 10% above or below the annual base maximum obligation and update the statement of work; add or delete public health facilities and/or laboratory and clinic equipment and medical devices; and/or correct errors in the contract's terms and conditions, as necessary.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contract that authorize modifications to the budget with corresponding modifications to the statement of work, that are within the same scope of services, as necessary, allow revisions to the list of equipment and medical devices that do not change the maximum obligation; and changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate the contract if Joint Matters, Inc. fails to perform and/or fully comply with program requirements, and to terminate the contract for convenience by providing 30-calendar days' advance written notice to the contractor.

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

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The recommended actions support North Star 2, Foster Vibrant and Resilient Communities, Public Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total annual maximum obligation for the contract is \$108,425 with an effective date of execution through March 31, 2028, 100% funded by existing Departmental resources.

There is no additional net County cost associated with this action.

Funding for the contract is included in Public Health's Final Adopted Budget for fiscal year (FY) 2024-25 and will be included in future FYs, as necessary.

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

Exhibit I is the contract template approved by County Counsel. Attachment A is the contracting opportunity announcement posted on the County of Los Angeles website. Attachment B is the Community Business Enterprise Information Summary for Joint Matters, Inc.

### **CONTRACTING PROCESS**

On November 5, 2024, Public Health released Invitation for Bids (IFB) Number 2024-009 to solicit bids from qualified agencies to provide laboratory and clinic equipment and medical device maintenance, calibration, and repair services in LAC. Responses to the IFB were due to Public Health on December 3, 2024.

The contracting opportunity announcement (Attachment A) was posted on the County of Los Angeles website and Public Health's Contracts and Grants website, and a Notice of Intent to release the IFB was also sent by electronic mail to six agencies listed on Public Health's internal list of agencies that provide laboratory and clinic equipment and medical device maintenance, calibration, and repair services.

Public Health received three bids by the submission deadline. The bids were reviewed by an evaluation committee made up of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the IFB solicitation process. As a result of this process, Public Health is recommending a contract with Joint Matters, Inc.

On February 10, 2025, notifications of the IFB results were sent to Joint Matters, Inc. and Public Health has obtained a Letter of Intent from Joint Matters, Inc.

Community Business Enterprise Program information as reported by Joint Matters, Inc. is identified in Attachment B. Joint Matters, Inc. was selected for award of a contract without regard to gender, race, creed, color, or national origin.

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

Approval of the recommended actions will allow Public Health to ensure that laboratory and clinic equipment and medical device maintenance, calibration, and repair services are maintained

The Honorable Board of Supervisors

April 1, 2025

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appropriately for the provision of uninterrupted quality patient care and for the safety of patients and staff in LAC.

Respectfully submitted,

A handwritten signature in black ink that reads "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

BF:vt  
#07981

Enclosures

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



# CONTRACTING OPPORTUNITY \*

**BID NUMBER: 2024-009**

**BID TITLE: Invitation for Bids for Laboratory and Clinic  
Equipment and Medical Device Maintenance,  
Calibration, and Repair Services**

**RELEASE/OPEN DATE: November 5, 2024**

**CLOSING/DUE DATE: December 3, 2024**

**\*Visit websites indicated below for additional information and updates**

The County of Los Angeles (County) Department of Public Health is pleased to announce the release of an Invitation of Bids (IFB) to seek a qualified organization to provide **laboratory and clinic equipment and medical device maintenance, calibration, and repair services.**

## MINIMUM MANDATORY REQUIREMENTS

**Interested vendors must meet the following Minimum Mandatory Requirements to apply:**

1. Must have minimum of four years' experience, within the last five years, providing laboratory and biomedical equipment preventive maintenance, calibration, and repair services that follow the Original Equipment Manufacturers' (OEM) recommendations.
2. Must have a minimum of two years of experience, within the last five years, providing service-tracking, inventory database, comprehensive equipment and medical device inventory and preventive maintenance and calibration services schedule, comparable to the services identified in Exhibit A (Statement of Work) of Appendix A (Sample Contract).
3. Must not be a County Contractor with unresolved disallowed costs. (County will verify that Vendor does not have unresolved disallowed costs).

**Please click the Public Health link below to review Section 3.0, Minimum Mandatory Requirements, for additional information.**

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## Next Steps for Interested Vendors

- ✓ Register at <http://camisvr.co.la.ca.us/webven>
- ✓ Review contracting opportunity solicitation document for additional information, requirements, submission information, and updates at:
  - <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>
  - <http://publichealth.lacounty.gov/cg/index.htm>

**REQUIRED FORMS – EXHIBIT 7  
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:		5			
Total Number of Employees (including owners):		5			
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American	0	0	0%	0%	
Hispanic/Latino	0	0	0%	0%	
Asian or Pacific Islander	0	0	0%	0%	
Native Americans	0	0	0%	0%	
Subcontinent Asian	0	0	0%	0%	
White	1	0	100%	0%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<b>X</b> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	
National Gay and Lesbian Chamber of Commerce	No	No	No	No	Yes	
Supplier Clearinghouse	No	No	No	No	Yes	

Contract No. PH-\_\_\_\_\_



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**JOINT MATTERS, INC.**

**FOR**

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

**DEPARTMENT OF PUBLIC HEALTH  
LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE,  
CALIBRATION, AND REPAIR SERVICES CONTRACT**

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**STANDARD EXHIBITS**

- Exhibit A – Statement of Work
- Exhibit B1 and B2 – Price Sheet and Equipment List
- Exhibit C – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit D – Safely Surrendered Baby Law
- Exhibit E – Charitable Contributions Certification
- Exhibit F – County’s Administration
- Exhibit G – Contractor’s Administration

Contract No. \_\_\_\_\_

**DEPARTMENT OF PUBLIC HEALTH  
LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE,  
CALIBRATION, AND REPAIR SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on **(Execution Date)**,

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

and JOINT MATTERS, 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, on **April 1, 2025**, the Board delegated authority to the County's Director of the Department of Public Health ("Public Health"), or duly authorized designee (hereafter jointly referred to as "Director"), to execute this Contract for laboratory and clinic equipment and medical device maintenance, calibration, and repair services to preserve and protect the public's health; and

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide laboratory and clinic equipment and medical device maintenance, calibration, and repair services for compensation, as set forth herein; 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

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

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, B, C, D, E, F, and G 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, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A: Statement of Work
- Exhibit B: B1, Pricing Sheet and Equipment List for Public Health Lab, and B2, Pricing Sheet and Equipment List for Community Health Services
- Exhibit C: Contractor Acknowledgement and Confidentiality Agreement
- Exhibit D: Safely Surrendered Baby Law
- Exhibit E: Charitable Contributions Certification
- Exhibit F: County's Administration
- Exhibit G: Contractor's Administration

**2. DEFINITIONS:**

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

- 2.1 Amendment: Any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract.
- 2.2 Board of Supervisors (Board): The Board of Supervisors of the County, acting as governing body.
- 2.3 Contract: This agreement executed between the County and Contractor setting forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (Exhibit A).
- 2.4 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.

- 2.5 Contractor's Project Manager: The person designated by Contractor to administer the operations under this Contract.
- 2.6 County's Project Director: Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County's Project Manager: Person designated by the County's Project Director to manage the operations under this Contract.
- 2.8 County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County Observed Holidays may be found here:  
<https://lacounty.gov/government/about-la-county/about/>.
- 2.10 Day(s): Calendar day(s) unless otherwise specified.
- 2.11 Department: The County of Los Angeles Department of Public Health, which is entering into this Contract on behalf of the County.
- 2.12 Director: Director of the Department of Public Health, or designee.
- 2.13 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30<sup>th</sup>.
- 2.14 Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.
- 2.15 Subcontract: An agreement by Contractor to employ a subcontractor to provide services to fulfill requirements of this Contract.
- 2.16 Subcontractor: Any individual, person(s), sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

**3. DESCRIPTION OF SERVICES:**

- 3.1 Contractor will provide services in the manner described in Exhibit A (Statement of Work).
- 3.2 Contractor acknowledges that the quality of service(s) provided under this Contract will be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.3 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

**4. TERM OF CONTRACT:**

This Contract is effective upon execution and will continue in full force and effect through March 31, 2028, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Public Health when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit F (County's Administration).

**5. MAXIMUM OBLIGATION OF COUNTY:**

- 5.1 The annual maximum obligation of the County for all services provided hereunder is one hundred eight thousand four hundred twenty-five dollars (\$108,425), as set forth in Exhibit B1, Pricing Sheet and Equipment List for Public Health Lab (PHL), and B2, Pricing Sheet and Equipment List for Community Health Services (CHS).
- 5.2 Contractor is not 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 Contractor's duties, responsibilities, or obligations, or performance of same by a person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may not occur except with the County's express prior written approval.
- 5.3 Contractor must maintain a system of record keeping that will allow it to determine when it has incurred 75% of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit F (County's Administration).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract does not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

**6. STANDARD PROVISIONS:**

6.1 INVOICES AND PAYMENT:

- 6.1.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit B1, Pricing Sheet and Equipment List for PHL, and B2, Pricing Sheet and Equipment List for CHS.
- 6.1.2 Contractor must invoice the County monthly in arrears. All invoices must include all required reports and/or data, and must clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all prior payments made to Contractor.
- 6.1.3 Invoices must be submitted to County within 30 Days after the close of each calendar month. County will make a reasonable effort to make payment within 30 Days following receipt of a complete and correct monthly invoice and will make payment in accordance with Exhibit B1, Pricing Sheet and Equipment List for PHL, and B2, Pricing Sheet and Equipment List for CHS.
- 6.1.4 While payments will be made in accordance with the fee-for-service rate(s) set out in the Pricing Sheet and Equipment Lists 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 fee-for-service rate(s) set in the Exhibit B1, Pricing Sheet and Equipment List for PHL and B2, Pricing Sheet and Equipment List for CHS, Contractor will be paid only for the actual costs. In no event will the County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs. Regardless of the amount of costs incurred by Contractor, in no event will the

County pay or be obligated to pay Contractor more than the fees for the units of service provided up to the Contract maximum obligation.

6.1.5 Invoice Submission:

- (1) Each invoice submitted by Contractor must include:
  - (a) This Contract number
  - (b) Billing date
  - (c) Serial number(s) of equipment and/or medical device(s)
  - (d) Date services provided
  - (e) A brief description of the services for which payment is claimed
  - (f) Rate and amount for each service provided
  - (g) Total cost for services provided
  
- (2) Parts reimbursement for As-Needed Services and Exclusions: Contractor must invoice the actual cost for the part(s), excluding cost of shipping and freight, plus Contractor's markup, which will not exceed 10% of the actual cost for the part(s). Contractor must submit one copy of the written approval by County Project Manager or designee for the parts purchase, and two copies of the original (third-party) invoice to Contractor for the part(s).

Invoices must be submitted directly to the County's Project Manager at the address provided in Exhibit F (County's Administration).

- 6.1.6 For each annual period, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 Days following the close of that period. Such cost report must 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 must be for that Contract period which ends on the termination date. The report must be submitted within 30 Days after such termination date.

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



If the annual cost report is not delivered by Contractor to County within the specified time, the 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 invoice received.

Failure to provide the annual cost report may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

6.1.7 Upon expiration or prior termination of this Contract, Contractor must submit, within 30 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 constitutes Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

6.1.8 Withholding Payment:

- (1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, the Director may withhold any payment to 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(s) for reports or data not delivered in a complete and correct form.
- (2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 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(s) 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, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

- (4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, the Director 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 (1) through (4) immediately above, the Director may withhold payments due to Contractor for amounts due to the 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 year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to Contractor accordingly.
- (6) Director may withhold any payment to 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. The Director will provide written notice of the intent to withhold payment specifying said breaches and/or failures to Contractor.

6.1.9 Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least 60 Days at any point during the term of this Contract.

6.1.10 Preference Program Enterprises – Prompt Payment Program: Certified Preference Program Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

## 6.2 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

The County and Contractor will 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(s) during each County fiscal year as determined by Director. At least 15 Days prior to each such review, Contractor must 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.

### 6.3 ALTERATION OF TERMS/AMENDMENTS:

- 6.3.1 The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and constitutes 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, will 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.
- 6.3.2 The Board, the County's Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or modification of certain terms and conditions of this 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 Board, the County's Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment to this Contract will be prepared by the Director and executed by Contractor and the Director, as authorized by the Board.
- 6.3.3 In instances where the Board has delegated authority to the Director to amend this Contract to permit extensions of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to 10% above or below each annual base maximum obligation, and make changes to the Statement of Work, as necessary, add or delete public health facilities and/or laboratory and clinic equipment and medical devices; and/or correct errors in the Contract's terms and conditions, an amendment will be prepared by the Director and executed by Contractor and the Director, as authorized by the Board, and will be incorporated into and become part of this Contract.
- 6.3.4 Notwithstanding Paragraph 6.3.1, in instances where the Board has delegated authority to the Director to amend this Contract to permit

modifications to or within budget categories within each budget, as reflected in Exhibit B1, Pricing Schedule and Equipment List for PHL, and B2, Pricing Schedule and Equipment List for CHS, and corresponding modifications to the Statement of Work that are within the same scope of services, as necessary, allow revisions to the list of equipment and medical devices that do not change the maximum obligation, allow for changes to hours of operation, and/or changes to service locations, a written Change Notice will be executed by the Director and Contractor, as authorized by the Board, and will be incorporated into and become part of this Contract.

#### 6.4 CONFIDENTIALITY:

- 6.4.1 Contractor must 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. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager.
- 6.4.2 Contractor must 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does 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.

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

6.4.4 Contractor must sign and adhere to the provisions of Exhibit C, Contractor Acknowledgement and Confidentiality Agreement.

6.5 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY 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 will 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.

6.6 INDEMNIFICATION:

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

6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County, in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must 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") 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 Contractor for liabilities which may arise from or relate to this Contract.

6.7.1 Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy

of an Additional Insured endorsement confirming the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively County and its Agents) have been given insured status under Contractor's General Liability policy must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates must be provided to County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates must 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 must match Contractor's name identified as the contracting party in this Contract. Certificates must 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 dollars (\$50,000), 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 Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
Department of Public Health – Contract Monitoring Section  
5555 Ferguson Drive, 3<sup>rd</sup> Floor, Suite 3031  
Commerce, California 90022  
Attention: Manager Contract Monitoring Section

Contractor must promptly report to the County any injury or property damage, accident, or incident, including any injury to any 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 must

promptly notify the County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or the County.

- 6.7.2 Additional Insured Status and Scope of Coverage: The County and its Agents must 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. The County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must 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, provided it satisfies the Required Provisions herein.
- 6.7.3 Cancellation of or Changes in Insurance: Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 6.7.4 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance constitutes a material breach of this Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The 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.
- 6.7.5 Insurer Financial Ratings: Coverage must 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.

- 6.7.6 Contractor's Insurance Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 6.7.7 Waivers of Subrogation: To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 6.7.8 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 must pay full compensation for all costs incurred by County.
- 6.7.9 Subcontractor Insurance Coverage Requirements: Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor is responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as Additional Insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- 6.7.10 Deductibles and Self-Insured Retentions (SIR): Contractor's policies must 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 with respect 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 must be executed by a corporate surety licensed to transact business in the State of California.
- 6.7.11 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less



than three years following Contract expiration, termination, or cancellation.

6.7.12 Application of Excess Liability Coverage: Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies to satisfy the Required Insurance provisions.

6.7.13 Separation of Insureds: All liability policies must 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.

6.7.14 Alternative Risk Financing Programs: The County reserves the right to review and approve Contractor's 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 must be designated as an Additional Covered Party under any approved program.

6.7.15 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.

## 6.8 INSURANCE COVERAGE REQUIREMENTS:

6.8.1 Commercial General Liability. Contractor must maintain insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01") naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

6.8.2 Automobile Liability. Contractor must maintain 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 must 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.

6.8.3 Workers Compensation and Employers' Liability. Contractor must maintain insurance satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or is: (1) an employee leasing temporary staffing firm; or (2) a professional employer organization (PEO), coverage also must 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. Written notice must be provided to the County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

6.9 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

- 6.9.1 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 therefrom, will be the sole property of County.
- 6.9.2 Contractor hereby assigns and transfers to County in perpetuity for all purposes all of Contractor's 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.
- 6.9.3 With respect to any such items which come into existence after the commencement date of this Contract, Contractor must assign and transfer to County in perpetuity for all purposes, without any additional consideration, all of 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.
- 6.9.4 During the term of this Contract and for seven years thereafter, Contractor must maintain and provide security for all of Contractor's working papers prepared under this Contract. County will 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.
- 6.9.5 Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which

Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 6.9.6 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 must affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it will 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 include, but are not 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).

#### 6.10 PUBLICITY:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, must have written approval from the Director prior to publication, printing, duplication, and/or implementation under this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must 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 include, but are not 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).

## 6.11 RECORD RETENTION AND AUDITS:

6.11.1 Service Records: Contractor must maintain all service records related to this Contract for a minimum period of seven years following the expiration or prior termination of this Contract. Contractor must provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

6.11.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:  
[AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](#)

6.11.3 Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 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.

6.11.4 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 must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 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 will maintain the confidentiality of such audit report(s).

6.11.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must 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

must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is/are 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/are delivered to County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

6.11.6 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, Contractor agrees that for a period of seven years following the furnishing of services under this Contract, Contractor must 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 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents, and records of the subcontractor.

6.11.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 business 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 will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review the County's findings on Contractor, and Contractor will have 30 Days after receipt of the County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit, or sample, will 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 the County. The County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

#### 6.11.8 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 the County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an "unsubstantiated unit of service" means 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" means 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, Contractor must repay the County the difference immediately upon

request, or the County has the right to withhold and/or offset that repayment obligation against future payments.

- (3) If within 30 Days of termination of this Contract, 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's maximum Contract obligation.
- (4) In no event will the County be required to pay Contractor for units of service 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 is less than fee-for-service rate(s) set out in the Price Sheet and Equipment List, Contractor will only be reimbursed for its actual allowable and documented costs.

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

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

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

6.13 CONFLICT OF TERMS:

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

6.14 CONTRACTOR'S OFFICES:

Contractor's office is located at 18520 Burbank Boulevard, Suite 103, Tarzana, California 91356. Contractor's business telephone number is (323) 573-0946, and e-mail address is [info@jointmatters.com](mailto:info@jointmatters.com). Contractor must notify County in writing of any changes made to its 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 10 business days prior to the effective date(s) thereof.

6.15 NOTICES:

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits F (County's Administration) and G (Contractor's Administration). Addresses may be changed by either party by giving 10 business days' prior written notice thereof to the other party. The Director has the authority to issue all notices or demands required or permitted by the County under this Contract.

6.16 ADMINISTRATION OF CONTRACT:

6.16.1 The Director has the authority to administer this Contract on behalf of County. Contractor agrees to extend to the 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.

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

6.16.3 Contractor's Staff Identification: All of Contractor's employees assigned to work in 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 badges.

6.16.4 Background and Security Investigations: Each of Contractor's staff and any subcontractor(s) performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must 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 must be obtained through fingerprints submitted to the California Department of Justice to include local, State, and federal-level review, which may include, but will not be limited to, criminal conviction information. Contractor is responsible for the fees associated with the background investigation, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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 perform services under this Contract. During the term of this Contract, the Department may receive subsequent criminal information about a member(s) of Contractor's staff. If this subsequent information constitutes a job nexus, Contractor must immediately remove that staff member from performing services under this Contract and replace such staff within 15 business 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 criminal history review.

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

#### 6.17 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:

- 6.17.1 Contractor must notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of a pending acquisition/merger, then it should notify the County of the actual acquisition/merger as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger.
- 6.17.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent requires a written amendment to this Contract which is formally approved and executed by the parties. Any payments by the County to any approved delegate or

assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

6.17.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.18 AUTHORIZATION WARRANTY:

Contractor 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 of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

6.19 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 Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

6.20 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for the 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 10 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.

6.21 COMPLAINTS:

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

6.21.1 Within 30 business days after execution of this Contract, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.

6.21.2 The policy must include, but not be limited to, when and how new employees, as well as current and recurring employees, are to be informed of the procedures to file a complaint.

6.21.3 The County must receive a copy of the procedure.

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

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

6.21.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.

6.21.7 Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

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

6.22 COMPLIANCE WITH APPLICABLE LAW:

6.22.1 In the performance of this Contract, Contractor must 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.

6.22.2 Contractor must indemnify, defend, and hold harmless County and its 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, or agents, 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does 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.

6.23 COMPLIANCE WITH CIVIL RIGHTS LAW:

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC 2000 (e) (1)-(17), to the end that no person will, 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.

Additionally, Contractor certifies to the County that:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

6.24 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

6.24.1 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.

6.24.2 Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to the County's satisfaction either that it is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that it qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five business days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- (2) For purposes of this Subparagraph, "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 fifty thousand dollars (\$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 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 Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor is also subject to the provisions of this Subparagraph. The provisions of this Subparagraph must be inserted into any such subcontract agreement and a copy

of the Jury Service Program must be attached to that contract.

- (3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor has a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- (4) Contractor’s violation of this Subparagraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

6.25 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

6.25.1 Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

6.25.2 If Contractor or a member of Contractor’s staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor’s staff be removed immediately from performing services under this Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

6.25.3 Disqualification of any member of Contractor’s staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.26 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractor(s), must comply with the fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

6.27 COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

6.28 CONFLICT OF INTEREST:

6.28.1 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, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will 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.

6.28.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes, 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 Subparagraph will be a material breach of this Contract.

6.29 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

6.29.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

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

6.30 CONTRACTOR RESPONSIBILITY AND DEBARMENT

6.30.1 Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

6.30.2 Chapter 2.202 of the County Code: Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning Contractor's performance on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar 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 Contractor may have with the County.

6.30.3 Non-Responsible Contractor: The County may debar a contractor if the Board 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.

6.30.4 Contractor Hearing Board: If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

6.30.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the proposed decision prior to its presentation to the Board.

6.30.6 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 will be presented to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.30.7 If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five 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 interest of the County.

6.30.8 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 years; (2) the debarment has been in effect for at least five 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 will consider evidence on the proposed reduction of debarment period or termination of debarment. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6.30.9 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.30.10 Subcontractors of Contractors: These terms will also apply to subcontractors of County contractors.

6.31 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post Exhibit D (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

6.32.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts 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.

6.32.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC 653(a)) and California Unemployment Insurance Code Section 1088.5, and will 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).

6.33 COUNTY'S QUALITY ASSURANCE PLAN:

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

6.34 RULES AND REGULATIONS:

During the time that Contractor's personnel are at County facilities, such persons are subject to the rules and regulations of such County facility. It is Contractor's responsibility to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor must 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.

6.35 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

6.35.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or Contractor's employees or agents. Such repairs must be made immediately after Contractor becomes aware of such damage, but in no event later than 30 Days after the occurrence.

6.35.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

6.36 EMPLOYMENT ELIGIBILITY VERIFICATION:

6.36.1 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. Contractor must 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), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

6.36.2 Contractor must indemnify, defend, and hold harmless, the County and its Agents from employer sanctions and any other liability which may be assessed against 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.

6.37 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County is Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Contractor must submit a direct deposit authorization request via the following website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

6.38 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies will be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., fax or e-mail), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

6.39 FAIR LABOR STANDARDS:

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its Agents 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 Contractor's employees for which the County may be found jointly or solely liable.

6.40 FISCAL DISCLOSURE:

Contractor must prepare and submit to Director, within 10 Days following execution of this Contract, a statement executed by Contractor's duly constituted officer(s), containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If, during the term of this Contract, the source(s) of Contractor's funding changes, Contractor must promptly notify Director in writing, detailing such changes.

6.41 FORCE MAJEURE:

6.41.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph "as "force majeure events").

6.41.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

6.41.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

6.42 GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract will be governed by, and construed in accordance with, the laws of the State of California. 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 will be exclusively in the County of Los Angeles.

6.43 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

6.43.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to

pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

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

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

#### 6.44 INDEPENDENT CONTRACTOR STATUS:

6.44.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party are not, and will not be construed to be, the employees or agents of the other party for any purpose whatsoever.

6.44.2 Contractor is 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 will 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 Contractor.

6.44.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is 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 Contractor pursuant to this Contract.

6.44.4 Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

6.45 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor will 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 will 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 its performance hereunder. Contractor will provide a copy of each license, permit, registration, accreditation, and certificate upon request of Public Health at any time during the term of this Contract.

6.46 LIQUIDATED DAMAGES

If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Contractor from the County, will be forwarded to Contractor by the Director in a written notice describing the reasons for said action.

If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from 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 Contractor's failure 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 Contractor will be



liable to the County for liquidated damages in said amount, which will be deducted from the County's payment to Contractor; and/or (c) upon giving five Days' notice to 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 Contractor from the County, as determined by the County.

The action noted above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to Contractor's failure to complete or comply with the provisions of this Contract.

This Subparagraph may 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 above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

6.47 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

6.47.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

6.47.2 Contractor certifies to the County each of the following:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. That where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

6.47.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 6.47.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 6.47.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.
- 6.47.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Nondiscrimination and Affirmative Action Paragraph when so requested by the County.
- 6.47.7 If the County finds that any provisions of this Nondiscrimination and Affirmative Action Paragraph have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the 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 or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 6.47.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671

as liquidated damages in lieu of terminating or suspending this Contract.

6.48 NON-EXCLUSIVITY:

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

6.49 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

6.50 NOTICE OF DISPUTES:

Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and 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 will resolve it.

6.51 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor must notify its employees, and 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

6.52 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

Contractor must notify and provide to its employees, and require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6.53 PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

6.54 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

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

6.55 PUBLIC RECORDS ACT:

6.55.1 Any documents submitted by 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 AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in California Government Code Section 7921.000 et seq. (Public Records Act) may be applied to documents which are marked "trade secret," "confidential," or "proprietary." The County will 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.

6.55.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," 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.

6.56 PURCHASES:

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

Contractor must attach identifying labels on all such property indicating the proprietary interest of County.

- 6.56.2 Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County will retain all proprietary interest, except for use during the term of this Contract, in all 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 30 Days of filing, County will have the right to take immediate possession of all such equipment, materials, and supplies, without any claim for reimbursement whatsoever on Contractor's part.
- 6.56.3 Inventory Records, Controls, and Reports: Contractor must maintain accurate and complete inventory records and controls for all equipment, materials, and supplies purchased or obtained using any Contract funds designated for such purpose. Annually, Contractor must provide Director with an accurate and complete inventory report of all equipment, materials, and supplies purchased or obtained using any County funds designated for such purpose.
- 6.56.4 Protection of Property in Contractor's Custody: Contractor must maintain vigilance and take all reasonable precautions to protect all 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 must contact Director for instructions for disposition of any such property which is worn out or unusable.
- 6.56.5 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 early termination of this Contract, or at any other time that County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all 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 must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

6.57 REPORTS:

Contractor must make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event may County require such reports unless the Director has provided Contractor with at least 30 Days' prior written notification thereof. The Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

6.58 RECYCLED CONTENT BOND PAPER:

Consistent with the Board's 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.

6.59 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

Proposers, contractors, or a subsidiary or subcontractor ("Proposer/Contractor") are prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. Violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision survives the expiration or other termination of this Contract.

6.60 STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor must operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel must be qualified in accordance with standards established by County. In addition, Contractor must comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor must have available and must 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 must also indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director or supervisory position becomes vacant during the term of this Contract, Contractor must, prior to filling said vacancy, notify County's Director and provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor must institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

6.61 SUBCONTRACTING:

6.61.1 For purposes of this Contract, subcontracts must be approved in advance in writing by Director. Contractor's request to the Director for approval of a subcontract must include:

- (3) Identification of the proposed subcontractor (who must 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.
- (4) A detailed description of the services to be provided by the subcontractor.
- (5) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (6) A copy of the proposed subcontract. (Any later modification of such subcontract must 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.)
- (7) Any other information and/or certification(s) requested by Director.

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

- 6.61.3 Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of employees and subcontractor(s). Further, the Director's approval of any subcontract must not be construed to limit in any way, any of the County's rights or remedies contained in this Contract.
- 6.61.4 In the event that the Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to any subcontractor(s), and their officers, employees, and agents.
- 6.61.5 In the event that the Director consents to any subcontracting, such consent is provisional, and does not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. The County is not 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.
- 6.61.6 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this Contract. Contractor must notify its subcontractors of this County right.
- 6.61.7 Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is subject to all of the provisions of such prime contract." Further, Contractor must also reflect as subcontractor requirements in the subcontract 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.

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



6.61.8 Contractor must obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

6.61.9 The 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.

6.61.10 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were a Contractor employee.

6.61.11 Contractor remains fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

6.62 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT, herein, and pursue Contractor debarment, pursuant to County Code Chapter 2.202.

6.63 TERMINATION FOR CONVENIENCE:

6.63.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by a Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the Notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such Notice of Termination; and
- Complete performance of such part of the work as would not have been terminated by such Notice of Termination.

6.63.3 Further, after receipt of a Notice of Termination, Contractor must submit to the County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 30 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 will be final. After such determination is made, County will pay Contractor the amount so determined.

6.63.4 Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, must retain and make available all its books, documents, records, or other evidence bearing on Contractor's costs and expenses under this Contract in respect to the provision of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and must be made available within 10 Days of written notice by County for purposes of inspection or audit by representatives of County during normal business hours.

6.64 TERMINATION FOR DEFAULT:

6.64.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may

authorize in writing) after receipt of written notice from the County specifying such failure.

6.64.2 In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

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

6.64.4 If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that Contractor was not in default under the provisions of this Paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

6.65 TERMINATION FOR IMPROPER CONSIDERATION:

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

6.65.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

6.66 TERMINATION FOR INSOLVENCY:

6.66.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of a general assignment for the benefit of creditors.

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

6.67 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder, or by any provision of this Contract during any of the County's future fiscal years, unless and until the Board 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 will terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

6.68 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 acquire any rights as a third-party beneficiary under this Contract.

6.69 TIME OFF FOR VOTING:

Contractor must notify and provide to its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 Days before every Statewide election, Contractor and any subcontractor(s) must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

6.70 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 will not be affected thereby.

6.71 WAIVER:

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

6.72 WARRANTY AGAINST CONTINGENT FEES:

6.72.1 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 Contractor for the purpose of securing business.

6.72.2 For breach of this warranty, the County will 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.

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

Contractor acknowledges that the 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, the County's Defaulted Property Tax Reduction Program.

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

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will 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 will be grounds upon which County may terminate this Contract and/or pursue Contractor debarment pursuant to County Code Chapter 2.202.

6.75 INJURY AND ILLNESS PREVENTION PROGRAM:

Contractor is required to comply with the State of California's Division of Occupational Safety and Health (Cal OSHA) regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to

have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

6.76 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

**7 SURVIVAL:**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

- Paragraph 6.4 Confidentiality
- Paragraph 6.6 Indemnification
- Paragraph 6.7 General Provisions for all Insurance Coverage
- Paragraph 6.8 Insurance Coverage
- Paragraph 6.9 Ownership of Materials, Software and Copyright
- Paragraph 6.11 Record Retention and Audits
- Paragraph 6.22 Compliance with Applicable Law
- Paragraph 6.42 Governing Law, Jurisdiction, and Venue
- Paragraph 6.70 Validity
- Paragraph 6.71 Waiver

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IN WITNESS WHEREOF, the Board 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 month, day, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_ Joint Matters, Inc.  
Contractor

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

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

Title \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
DAWYN R. HARRISON  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Contracts and Grants Division Management

Revised May 2024 Approved by Counsel July 2024

#07727:vt



# **EXHIBIT A**

## **STATEMENT OF WORK**

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

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**EXHIBIT A  
STATEMENT OF WORK**

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

### **1.0 DESCRIPTION**

Contractor will provide laboratory and clinic equipment and medical device maintenance, calibration, and repair services to support public health efforts of the County of Los Angeles ("County") Department of Public Health ("Public Health") in Los Angeles County.

Contractor's services will include, but are not limited to: development and maintenance of a comprehensive equipment and medical device inventory and preventive maintenance schedule and provision of routine preventive maintenance services, routine calibration services, as-needed services, and development and maintenance of an Equipment and Medical Device Risk Management Program, as further described below.

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

2.1 Public Health will advise Contractor at least 60 Days prior to any changes to the facilities or equipment listed in Attachment 1, Facility and Inventory List.

Contractor must obtain permission from Public Health at least 60 Days prior to any changes in specific tasks and/or work hour adjustments of Contractor personnel.

2.2 All changes must be made in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

### **3.0 QUALITY CONTROL**

Contractor will 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 must be submitted to the County Contract Project Manager for review and approval and will include, but may not be limited to, the following:

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

3.2 A record of all inspections conducted by Contractor

3.2.1 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 must be provided to the County upon request.

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

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 6.33 of the Contract, County's Quality Assurance Plan.

##### **4.1 Meetings**

Contractor will meet with the County as requested.

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

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

The County Contract Project Manager will determine whether a formal Contract Discrepancy Report (CDR) will be issued. If a formal CDR is issued, Contractor is required to respond in writing to the County Contract Project Manager within five business days acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit a plan for correction of all performance deficiencies identified in the CDR to County's Project Manager within 10 business days. A sample of the CDR is included as Attachment 2 (Contractor Discrepancy Report) of this Statement of Work (SOW).

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

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

#### **5.0 DEFINITIONS**

**5.1 Contractor's Project Manager:** Contractor's designee responsible to administer the Contract operations and to liaise with the County regarding Contract requirements.

**5.2 County's Facility Administrator:** Person designated by the County at each Facility to provide necessary input and assistance to Contractor under the Contract.

- 5.3 **County's Project Director:** Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract that cannot be resolved by the County's Project Manager.
- 5.4 **County's Project Manager:** Person designated by the County's Project Director to manage the operations under the Contract. Responsible for managing inspection of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 5.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 5.6 **Facility(ies):** Public Health Laboratory (PHL) and Community Health Services (CHS) public health center clinics. Refer to Attachment 1, Facility Location and Inventory List for list of facility locations and inventory items.
- 5.7 **Fiscal Year:** The 12-month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 5.8 **Public Health Laboratory (PHL):** Licensed and certified lab that supports programs to prevent and control communicable disease and environmental pollution, and plays a key role in epidemiologic investigations of disease outbreaks. In addition, the PHL serves as the local infectious disease reference laboratory for clinical laboratories in the same jurisdiction.
- 5.9 **Community Health Services (CHS):** Public Health program providing clinical services through 14 public health centers (plus a satellite site on Skid Row), conducting surveillance and medical case management of reportable communicable diseases, containing the spread of communicable diseases, and providing numerous outreach activities to engage the community as active participants to improve the health of residents.

## 6.0 RESPONSIBILITIES

The responsibilities of the County and Contractor are as follows:

### COUNTY

#### 6.1 Personnel

The County will administer the Contract according to Paragraph 6.16 of the Contract, Administration of Contract. Specific duties include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of the Contract.

- 6.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing amendments in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.
- 6.1.4 Providing, at the discretion of the Director, necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and the County. In any event, the County will provide Contractor with an appropriate County Facility Administrator at each work site location to be served under the Contract.
- 6.1.5 Reporting to Contractor 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 listed in the Public Health List of Reportable Diseases at <http://www.publichealth.lacounty.gov/clinicians/report/>.

## **6.2 Furnished Items**

- 6.2.1 At the Director's sole discretion, County may temporarily allow the use of designated space, chairs, and/or desks, on a non-exclusive basis, for work area and related use by Contractor. In the event the Director allows the temporary use of space to Contractor, Contractor will use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and/or chairs for purposes other than the performance of the Contract.
- 6.2.2 At the Director's sole discretion, County may provide access to telephones, fax machines, computer, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of the Contract. Contractor is prohibited from use of such equipment for purposes other than for the performance of the Contract.

## **CONTRACTOR**

### **6.3 Personnel**

#### **6.3.1 Project Manager (Point of Contact)**

- 6.3.1.1 Contractor must designate a full-time Project Manager or an alternate as the primary point of contact for all matters related to the contract. The Project Manager must be reachable during standard business hours (8:00

a.m. to 5:00 p.m. PT, Monday through Friday) to handle any issues that arise and ensure timely communication with the County.

- 6.3.1.2** The Project Manager is responsible for developing and implementing preventive maintenance schedules for designated Public Health laboratory equipment based on manufacturer guidelines, usage patterns, and client needs. The Project Manager must ensure the timely allocation of resources, including technicians, tools, and parts, and submit written operational plans for approval by the County before initiating any services.
- 6.3.1.3** The Project Manager must have at least four years of experience within the last five years managing laboratory and biomedical equipment maintenance, calibration, and repair services. The Project Manager should also possess the necessary qualifications to effectively lead Contractor's personnel and subcontractors in performing services under the Contract.
- 6.3.1.4** The Project Manager will lead and manage service technicians or subcontractors to ensure high-quality service delivery. This includes training, supervision, performance evaluations, and adherence to safety protocols and regulatory compliance, such as those mandated by the College of American Pathology (CAP), the federal regulatory standards of Clinical Laboratory Improvement Amendments (CLIA), and the Food and Drug Administration (FDA).
- 6.3.1.5** Acting as the primary liaison, the Project Manager will provide regular updates on preventive maintenance work, address any concerns from the County, and work closely with the County to schedule services at times that minimize disruption to laboratory operations. Strong written and verbal communication skills in English are required to ensure smooth coordination.
- 6.3.1.6** The Project Manager must ensure that all maintenance activities comply with applicable regulatory standards, such as CAP, CLIA, and FDA. To ensure traceability and accountability, the Project Manager must maintain detailed service records, including maintenance reports, calibration certificates, and compliance documentation.



- 6.3.1.7** The Project Manager must identify and assess potential risks related to equipment failures or non-compliance with maintenance schedules and develop and implement contingency plans to address unforeseen issues, ensuring continuity in laboratory operations.
- 6.3.1.8** The Project Manager must stay informed on new laboratory technologies and best practices in maintenance to improve service quality continuously. The Project Manager will ensure that the team uses up-to-date practices to extend the lifespan of the equipment and enhance performance.
- 6.3.1.9** The Project Manager or designated alternate must have full authority to act on behalf of Contractor in all daily operations related to the Contract. This includes making decisions regarding staffing, scheduling, and service delivery to ensure efficient contract execution in compliance with the County's expectations.
- 6.3.1.10** Contractor must notify the County in writing of the Project Manager's and alternate's name, office phone, cellular phone, and email at least 10 Days before the Contract effective date. The Project Manager must maintain open communication to ensure the County is updated on any changes or issues.

## **6.3.2 California Biomedical Equipment Technician**

The Biomedical Equipment Technician provides comprehensive laboratory and biomedical equipment maintenance, calibration, and repair services. This role is essential to ensuring that all medical and laboratory devices function optimally, minimize downtime, and comply with safety and regulatory standards. Key responsibilities include but are not limited to:

- 6.3.2.1 Preventive Maintenance:** Perform routine inspections and preventive maintenance on laboratory and biomedical equipment in accordance with manufacturer recommendations and industry standards. Ensure that all equipment is operating efficiently to avoid unexpected failures or malfunctions. Keep detailed logs of preventive maintenance activities, including parts replaced, adjustments made, and any recommendations for future work.

- 6.3.2.2 Calibration: Conduct accurate and precise calibrations of laboratory instruments to ensure they meet performance specifications and maintain compliance with regulatory requirements. Use specialized tools and techniques to test equipment functionality and verify that devices produce accurate readings and outputs. Maintain calibration records and certification documents for audit purposes and regulatory compliance.
- 6.3.2.3 Repair and Troubleshooting: Diagnose and troubleshoot equipment malfunctions, identifying mechanical, electrical, or software-related issues. Restore functionality by performing repairs, part replacements, or software updates on various laboratory and biomedical equipment. Collaborate with vendors or manufacturers for complex repair needs, including ordering parts or coordinating external services when necessary.
- 6.3.2.4 Documentation and Reporting: Document all repair, calibration, and maintenance activities, ensuring comprehensive records for regulatory compliance, tracking, and future reference. Prepare and submit detailed service reports outlining the work completed, equipment status, and any potential issues identified during inspections. Update electronic equipment management databases with maintenance history and current status.
- 6.3.2.5 Regulatory Compliance: Ensure that all equipment maintenance and repairs meet regulatory standards such as CAP, CLIA, and FDA, as well as the guidelines set by the equipment manufacturers. Perform safety inspections and ensure equipment complies with applicable regulations and safety protocols.
- 6.3.2.6 Client and Staff Education: Educate laboratory staff on proper equipment usage, care, and basic troubleshooting techniques to prevent unnecessary equipment wear or damage.

## 6.4 Staffing

- 6.4.1 Contractor must assign a sufficient number of employees to perform the required work. At least one employee on site must be

authorized to act for Contractor in every detail and must speak, write, and understand English.

- 6.4.2 Contractor is required to background check its employees as set forth in Paragraph 6.16.4 of the Contract – Background and Security Investigations.
- 6.4.3 Contractor's technicians must have a minimum of one year of experience within the last two years providing instrument and equipment preventative maintenance, calibration, and repair services.
- 6.4.4 Contractor must screen all personnel prior to assigning such personnel to provide services at a Facility to ensure that all such persons have the qualifications and training necessary to perform the services contemplated under the Contract. All such service personnel must be appropriately licensed, certified, credentialed, or trained to perform the maintenance and repair services as necessary and will 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.
- 6.4.5 Contractor must have available and provide upon request to the Public Health Director or designee, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), applicable certifications and/or licenses, training, and experience in providing services hereunder.
- 6.4.6 Contractor will institute and maintain appropriate supervision of all persons providing services pursuant to the Contract. Further, unless directed pursuant to the Contract by the Public Health Director or designee to do otherwise, while in a Facility,

Contractor personnel will work independently of direct supervision by County personnel on designated assignments in accordance with the duties contained in this SOW.

- 6.4.7 Contractor will timely complete all activities assigned or to be performed hereunder.
- 6.4.8 If any of Contractor's personnel are diagnosed with an infectious disease and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, that person must report such occurrences to Contractor's Project Manager and the County's Project Manager listed on Exhibit F, County's Administration, within 24 hours of contact with a County employee or patient. If Contractor is made aware of such diagnosis and contact between Contractor's personnel and a County employee or patient, then Contractor must report such occurrence within 24 hours of becoming aware of the diagnosis and contact.
- 6.4.9 Contractor must ensure that each person who performs services under the 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 must provide County, upon request, with evidence that each such person is free of infectious and/or contagious disease(s) which could be transmitted in the work place at each Facility. Such evidence must 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.
  - (3) 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. In those instances where persons have no demonstrated immunity, and have refused vaccination, a written certification and a waiver to that effect must be on file and must be retained by Contractor for purposes of inspection and audit and made available to County upon request.

## **6.5 Approval of Contractor's and Subcontractor's Staff**

- 6.5.1 County has the absolute right to approve or disapprove all of Contractor's and/or subcontractor's staff performing work hereunder and any proposed changes in Contractor's and/or subcontractor's staff, including, but not limited to, Contractor's and/or subcontractor's Program Director.
- 6.5.2 Contractor and/or subcontractor must remove and replace personnel performing services under the Contract within 15 Days of a written request from the County. Contractor must send the County written confirmation of the removal of the personnel in question.
- 6.5.3 The County has the absolute right to approve or disapprove all of Contractor's subcontractor(s) or consultant(s) performing work hereunder, and any proposed changes in subcontractor(s).
- 6.5.4 Contractor must obtain approval of County Project Director or designee prior to signing any subcontractor(s) or consultant(s) agreement and must give County Project Director 30 Days' prior notice to review proposed subcontract or consultant agreement.

## **6.6 Identification Badges**

- 6.6.1 Contractor must ensure its employees are appropriately identified as set forth in Subparagraph 6.16.3 of the Contract - Contractor's Staff Identification. Contractor employees assigned to perform services in County Facilities must be identified by a name badge with company name included on the badge while on County premises.
- 6.6.2 Contractor employees must sign in with Facility security personnel upon arrival at a Facility and ask that their designated Facility personnel be notified of their arrival.

## **6.7 Materials, Supplies, and/or Equipment**

- 6.7.1 The County will not provide Contractor with any materials, supplies, and/or equipment.
- 6.7.2 The purchase of all materials, supplies, and/or equipment to provide the applicable services under the Contract is Contractor's responsibility. Contractor will use materials, equipment, and/or

supplies that are safe for the environment and safe for use by employees. Such materials, supplies, equipment, etc. must have been clearly identified in the program budget and must have been approved in advance by the County Project Director in order to be eligible for cost reimbursement.

- 6.7.3 In no event will the County be liable or responsible for payment for materials or equipment purchased without the required prior written approval.

## **6.8 Training**

- 6.8.1 Contractor will ensure 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 California Department of Industrial Relations, Division of Occupational Safety and Health (OSHA), Title 22, and all other applicable regulatory requirements.

- 6.8.1.1 All employees must 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.

- 6.8.1.2 All employees must be trained in Bloodborne Pathogens Standards, Respiratory Protection Precautions, and other Infection Control guidelines.

- 6.8.2 All employees must be trained in their assigned tasks and in the safe handling of equipment and medical devices. All equipment and medical devices will be checked for safety as required pursuant to Paragraph 9.0 of this SOW – Specific Work Requirements.

## **6.9 Contractor's Office**

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

- 6.9.2. The County may contact Contractor's Project Manager if Contractor does not respond within two hours to calls for as-needed repair services during its operating hours, or to calls received by Contractor's answering service.
- 6.9.3 Contractor's Project Manager or alternate must be available during standard business operating hours of 8:00 a.m. to 5:00 p.m. PT, Monday through Friday to provide assistance or consultation with County Facility Administrator.

## **6.10 Smoking**

Smoking is prohibited at County Facilities. Contractor's personnel must comply with each Facility's policies regarding smoking.

## **6.11 Unacceptable Behavior**

Inappropriate and/or unacceptable 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 must provide equipment and medical device maintenance, calibration, and repair services, as needed by County and as specified in Paragraph 9.0 of this SOW – Specific Work Requirements, during the days and hours most convenient in meeting the needs of Public Health. Hours may be standard business hours of Monday through Friday, between 8:00 a.m. to 5:00 p.m. PT, and/or may include evenings, and weekends. Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Juneteenth Day, Independence Day; Labor Day; Indigenous People's Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

## **8.0 WORK SCHEDULES**

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



- 8.2 For the duration of the Contract, Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted two weeks in advance to the County Project Manager for review and approval.

## 9.0 SPECIFIC WORK REQUIREMENTS

The County reserves the right to add, delete, or change facilities, specific tasks, equipment, and/or medical devices to meet the needs of Public Health. Any such change may affect the laboratory and clinic maintenance and repair service needs required herein, and may result in a modification of required Contract services. Any such modification will be memorialized through a written amendment to the Contract which is executed by the County and Contractor.

Contractor must provide the following services for all equipment and medical devices listed in Attachment 1, Facility Location and Inventory List:

### 9.1 Routine Preventive Maintenance and Calibration Services

- 9.1.1 Contractor must provide routine preventive maintenance and calibration services under the Contract, including all required labor, in accordance with the rates listed in Exhibit B1, Pricing Sheet and Equipment List for PHL, Flat Rate Section, and Exhibit B2, Pricing Sheet and Equipment List for CHS, Flat Rate Section.
- 9.1.2 Contractor must provide any instruments or devices required in the performance of routine preventative maintenance and calibration services. Contractor is responsible for the costs of any new instruments or devices required to perform the services.
- 9.1.3 Preventive maintenance and calibration services must meet the reasonable needs of each Facility, be performed in accordance with the OEM recommendations regarding frequency of preventive maintenance services, and comply with all appropriate licensing and accrediting agencies of each of the following entities, as applicable:
- a) Clinical Laboratory Standards Institute (CLSI) *Quality Management System: Equipment; Approved Guideline GP37-A*
  - b) Joint Commission on Accreditation of Healthcare Organizations (JCAHO)
  - c) Healthcare Facility Accreditation Program (HFAP)
  - d) National Fire and Protection Agency (NFPA)



- e) California Code of Regulations, Title 22, §75032
- f) Accreditation Association for Ambulatory Healthcare (AAAHHC)
- g) Association for the Advancement of Medical Instrumentation (AMA)
- h) Centers for Medicare and Medicaid Services
- i) Food and Drug Administration

9.1.4 Preventive maintenance and calibration services must include, but not be limited to: inspections; cleaning and lubrication; safety inspections, functional tests and adjustments or calibrations necessary to facilitate proper functioning of the equipment and medical devices; and electrical checks on all equipment and medical devices. In any event, Contractor must ensure that all equipment and medical devices are maintained in original functional and operational state, meeting regulatory compliance standards.

9.1.5 Contractor must provide preventive maintenance and calibration services for any and all same or similar equipment and/or medical devices that is/are replaced by the County during the term of the Contract. The County Project Director will determine whether replaced equipment and medical devices are "same or similar". In the event of such replacement, the rate for the replaced equipment and/or medical device will be charged for the same or similar equipment and medical device as specified in Exhibit B1, Pricing Sheet and Equipment List for PHL, Flat Rate Section and Exhibit B2, Pricing Sheet and Equipment List for CHS, Flat Rate Section.

9.1.6 Contractor must provide preventive maintenance and calibration services for any new medical equipment or devices added by the County during the term of the Contract. In the event of such addition, the rate for the preventive maintenance and calibration services will be negotiated by the parties, and Exhibits B1 and B2 will be updated, as necessary, in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

9.1.6.1 Contractor will update its electronic inventory database for any new equipment or devices added.

9.1.6.2 New equipment, preventative maintenance, and calibration services must not exceed the amount as specified in Exhibit B1,

Pricing Sheet and Equipment List for PHL, Item 4, Budget New Equipment and Calibration, and Exhibit B2, Pricing Sheet and Equipment Lists for CHS, Item 4, Budget New Equipment and Calibration. Exhibits B1 and B2 will be updated as needed in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

9.1.7 Contractor must:

9.1.7.1 Submit a "Record of Service" to the Facility Administrator at each Facility within 10 business days after completion of service.

9.1.7.2 Affix labels on equipment and medical devices that identify the equipment or medical devices' unique serial number, date of service, name or initials of service technician, and due date of next service.

9.1.8 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.

9.1.9 Contractor must notify County Project Manager and provide recommendations for the replacement of equipment or medical devices for which parts are no longer available.

9.1.10 Contractor must notify County's Project Manager of worn, defective, or broken parts and provide a quote for necessary repairs or new parts specifically designed for the equipment and/or medical device.

## 9.2 As-Needed Services

9.2.1 In the event that services require more than routine preventive maintenance and calibration services, Contractor must provide recommendations and receive prior approval from the County to initiate the service. The pricing for the service will be at the rate specified in Exhibit B1, Pricing Sheet and Equipment List for PHL, Item 2a, As-Needed Services and Exhibit B2, Pricing Sheet and Equipment List for CHS, Item 2a, As-Needed Services.

As-needed services will be billed to County at the hourly rates or quarterly portion thereof, rounded up to the nearest quarter hour, upon written consent of County's Facility Administrator or designee.

## 9.2.2 As-Needed Repair Services:

- 9.2.2.1 Contractor must provide as-needed repair services, as determined by County, Monday through Friday between the hours of 8:00 a.m. through 5:00 p.m. PT, excluding County holidays. Contractor will have a technician on site where the medical equipment is located to perform the as-needed repair services within 24 hours after notification by the Facility. If the as-needed repair services commence prior to 5:00 p.m. PT, weekdays, but extend beyond 5:00 p.m. PT, no additional service charges will be incurred by County over and above the rates specified in Exhibit B1, Pricing Sheet and Equipment List for PHL, Item 2a, As-Needed Services and Exhibit B2, Pricing Sheet and Equipment List for CHS, Item 2a, As-Needed Services.
- 9.2.2.2 Prior to performing any as-needed repair services, Contractor must prepare and submit a written description of the work with an estimate of labor and materials. No as-needed repair services may commence without prior written authorization by the County.
- 9.2.2.3 Upon arrival at a County Facility, if Contractor determines that the equipment or medical device cannot be immediately repaired, Contractor's service representative must notify County's Facility Administrator or designee, in writing, of an estimated time frame for repair and cost.
- 9.2.2.4 Repair, maintenance, and calibration services provided by Contractor must be made on Facility grounds and include all travel, labor, and materials necessary to maintain said equipment or medical device. Replacement parts will be new or equivalent to new parts subject to County approval.
- 9.2.2.5 Repair must include diagnosis and correction of malfunctions and/or failures occurring to said equipment or medical device. With approval by County's Facility Administrator or designee, temporary repair procedures may be implemented by County's personnel while Contractor is concurrently developing a permanent repair to said equipment or medical device.
- 9.2.2.6 If Contractor is unable to procure necessary additional

parts or resources within 24 hours after repair to said equipment or medical device has begun, County's Facility Administrator or their designee will have the option of requiring replacement equipment or medical device, if available, until service can be completed by Contractor. In any event, Contractor must either: 1) repair said equipment or medical device; or 2) have approved plan for repair of said equipment medical device; or 3) provide County with temporary replacement for the equipment or medical device, if available, within 24 hours after repair work on County-owned equipment or medical device has begun, subject to County approval.

9.2.2.6 Contractor will be reimbursed for the procurement of any and all required parts for service(s) in accordance with Paragraph 6.1 of the Contract, Invoices and Payment.

9.2.3 Equipment and Medical Device Upgrades and Improvement:

9.2.3.1 Contractor will provide all OEM recommended and/or County required equipment upgrades and improvements to medical equipment, following the written approval of the County Project Manager or designee.

9.2.3.2 Warranty Repair: All OEM recommended and/or County required equipment and medical device upgrades and improvements which are provided by the OEM at no cost and have been approved in writing by the County Project Manager or designee will be made available and installed by Contractor on the equipment and/or medical device at each Facility at the rate specified in Exhibit B1, Pricing Sheet and Equipment List for PHL, Item 2a, As-Needed Services, and Exhibit B2, Pricing Sheet and Equipment List for CHS, Item 2a, As-Needed Services. If the upgrades/improvements commence prior to 5:00 p.m. PT (Monday through Friday), but extend beyond 5:00 p.m., no additional service charges are to be incurred by County. Contractor will not charge County for any parts that are included under warranty.

9.2.3.3 Non-Warranty Repair: All OEM recommended and/or County required equipment and medical device upgrades and improvements which are charged to the County with no markup and have been approved in

writing by the County Project Manager or designee will be made available and installed by Contractor on the equipment and medical device at each Facility at the rate specified in Exhibit B1, Pricing Sheet and Equipment List for PHL, Item 2a, As-Needed Services and Exhibit B2, Pricing Sheet and Equipment List for CHS, Item 2a, As-Needed Services. If the updates/improvements commence prior to 5:00 p.m. PT (Monday through Friday), but extend beyond 5:00 p.m. PT, no additional service charges are to be incurred by County. The cost of any parts required for the equipment and medical device upgrades/improvement to be provided by Contractor must be approved by County Project Manager or designee in writing prior to purchase and commencement of such medical equipment upgrades/improvements.

- 9.2.3.4 Contractor will be reimbursed for the procurement of any and all required parts for service(s) in accordance with Paragraph 6.1 of the Contract, Invoices and Payment This and 9.56, Purchases. Repair costs, including parts, must not exceed the total budget as specified in Exhibit B1, Pricing Sheet and Equipment List for PHL, Item 3, Budget for Parts for Repairs, and Exhibit B2, Pricing Sheet and Equipment List for CHS, Item 3, Budget for Parts for Repairs.

### **9.3 Exclusions**

- 9.3.1 Contractor will notify the County of any broken/damaged equipment prior to servicing. Except as described below, Contractor is not responsible for providing the repair services if repairs are required because of causes other than ordinary use of the equipment and medical devices, as determined by the County. All breakage or damage to equipment and medical device due to abuse and/or negligence by County personnel will first be verified and determined to be due to abuse and/or negligence by County personnel. Contractor will 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 will be considered "Out-of-Scope" services. Contractor is responsible for the costs of any repairs for damage caused by its personnel.

- 9.3.2 Contractor must provide Public Health with an itemization of the

repair(s) necessary, including estimated costs of such repair required to bring equipment or medical device up to current regulatory compliance standards, at the rates specified in Exhibit B1, Pricing Sheet and Equipment List for PHL, Item 2b, Exclusions, and Exhibit B2, Pricing Sheet and Equipment List for CHS, Item 2b, Exclusions, and procurement of any and all required parts for service(s) in accordance with Paragraph 6.1 of the Contract, Invoices and Payment. Replacement parts will be new or equivalent to new parts subject to County approval.

#### **9.4 Service-Tracking and Inventory Database**

Contractor will develop and maintain an electronic inventory database of all designated equipment and medical devices at designated County Facilities, as well as a comprehensive electronic list of equipment and medical device service-tracking. Contractor's comprehensive equipment and medical device service-tracking and inventory database will include tracking of all repair services (as-needed services and exclusions), preventive maintenance and/or calibration services, and County's equipment and medical device inventory. Contractor will make its comprehensive equipment and medical device service-tracking and inventory database available and accessible to Public Health.

Contractor's comprehensive equipment and medical device service-tracking will track and document the following information electronically:

##### **9.4.1 As-needed services and exclusions repair services, including the following:**

- a) Date and time repair service calls are placed by County.
- b) Facility from which repair service call was placed by County.
- c) Name of County personnel who placed the request for service call.
- d) Serial number of equipment and/or medical device serviced.
- e) Specific location of equipment (i.e. room number, Virology Unit, etc.) and medical device serviced.
- f) Description of problem and estimated time to repair.
- g) Date and time repair calls are dispatched and completed by Contractor.
- h) Description of the work completed or disposition of the work in progress, including a listing of parts replaced or placed on order.
- i) Complete, documented service history of each piece of equipment and/or medical device.
- j) Service technician's full name.

9.4.2 Preventive maintenance and calibration services, including the following:

- a) Date and time of preventive and/or calibration services completed for each piece of equipment and/or medical device.
- b) Facility where the preventive and/or calibration services are completed for each equipment and/or medical device.
- c) Serial number of equipment and/or medical device serviced.
- d) Description of the work completed or disposition of the work in progress, including a listing of parts replaced or placed on order.
- e) Complete, documented service history of each piece of equipment and/or medical device in regard to preventive and/or calibration services.
- f) Service technician's full name.

9.4.3 The comprehensive equipment and medical device inventory list must include, but not be limited to, the following:

- a) Equipment and medical device description (manufacturer's name, model number, and serial number).
- b) Equipment and medical device location (e.g., Facility address, room number).
- c) Equipment and medical device preventative maintenance schedule.
- d) Equipment and medical device replacement information (if applicable).
- e) The Los Angeles County Capital Asset Leasing or Los Angeles County device number, where applicable.

## **9.5 Comprehensive Equipment and Medical Device Inventory and Preventive Maintenance and Calibration Services Schedule**

9.5.1 In addition to Paragraph 9.4 (Service-Tracking and Inventory Database) above, Contractor will utilize and maintain a comprehensive equipment and medical device service-tracking and inventory database which is accessible by Public Health for the purpose of querying service status, service schedules, and inventory lists, as well as generating reports for the duration of the Contract with all data turned over to the County upon completion of the Contract in a format agreeable to the parties. The database must be capable of generating inventory lists of all equipment and medical devices covered under the Contract as set forth in Attachment 1, Facility Location and Inventory List. In accordance with Subparagraph 9.4 above, Contractor's equipment and medical device inventory list will include the equipment's and



medical device's description, manufacturer's name, model number, serial number, and specific location (e.g., Facility address, room number). Upon execution of the Contract, Contractor will input and populate into the database all equipment and medical devices described in Attachment 1, Facility Location and Inventory List.

- 9.5.2 Within 30 Days of execution of the Contract, Contractor will provide each Facility with a preventive maintenance and calibration service schedule for all equipment and medical devices covered under the Contract. Contractor will include, as part of this schedule, the preventive maintenance and calibration service requirements established by the Facility and/or OEM standards for all listed medical equipment. The preventive maintenance service schedule must be updated by Contractor every six months or as requested and provided to the County Project Manager.

## **9.6 Breakage and/or Loss**

- 9.6.1 Contractor must replace and/or repair (at the time of servicing) any equipment and/or medical device and/or parts thereof which suffer breakage, damage, or loss caused by Contractor at the time of servicing or repair, at no cost to County.

## **9.7 Rework**

- 9.7.1 Contractor will rework improperly repaired equipment or medical devices, correct any damage resulting therefrom, and supply all necessary parts and materials therefore at no additional cost to County. Contractor will also repair any defective parts purchased and installed by Contractor and repair any damage to the equipment or medical device caused by Contractor, at no additional cost to County.

## **9.8 Reports**

- 9.8.1 Contractor will prepare and maintain an electronic record of all preventive maintenance services provided on each piece of equipment and medical device at each Facility. Such service report(s) must: (a) meet all licensing, accrediting, and regulatory agency requirements, (b) include Facility name, address, department, and Point of Contact, (c) clearly identify the equipment and/or medical device services by equipment type, make, model number, serial/site number, and Los Angeles County Capital Asset Leasing or Los Angeles County number (if



available), (d) include the service date(s), required preventive maintenance (PM) frequency, the name of the service technician who performed the service, and next PM due date, (e) include itemization and description of all applicable services performed, including but not limited to electrical safety checks, physical inspection, maintenance, performance check, and calibration/reference readings, (f) include comments/issues noted, (g) list any parts installed, (h) list any actions required, (i) provide status summary, and (j) include reviewing supervisor acceptance signature and date. A copy of such service report will be given to the Facility electronically within 30 Days from the time service is performed. Such service reports are the property of the County.

## **9.9 Risk Management Program**

9.9.1 Contractor will, in association with Facility staff, develop and maintain an equipment and medical device risk management program. Such program will require written documentation of all medical incidents that involve equipment and medical devices covered under the 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 will describe the incident, the equipment or medical device involved in the incident, and any subsequent examination of such equipment or medical device with results of said examination. County's Facility Administrator, or designee, in consultation with Contractor and Facility's Risk Manager, will provide direct oversight of all activities to decommission, sequester, and/or examine any equipment or medical device which has been involved in a medical incident. Neither party will use, clean, discard, alter, or repair any equipment or medical device involved in such incident prior to said equipment or medical device's authorized examination.

## ATTACHMENT 2: CONTRACTOR DISCREPANCY REPORT

CDR NUMBER	DATE CDR PREPARED
FACILITY	
CONTRACTOR	CONTRACTOR NUMBER
TO CONTRACTOR'S STAFF (NAME AND TITLE)	FROM (COUNTY STAFF NAME AND TITLE)

### INCIDENT DETAILS

DATE(S) OF INCIDENT	TIME(S) OF INCIDENT	LOCATION(S) OF INCIDENT
DESCRIPTION OF INCIDENT		
CONTRACTUAL REQUIREMENT(S) – INCLUDE AGREEMENT REFERENCES		

### CONTRACTOR DUE DATES

1) Contractor's Written Acknowledgement of discrepancy response is due within 5 business days from the date of this CDR: _____ 2) Contractor's Correction Plan of all deficiencies identified in this CDR is due within 10 business days from the date of this CDR: _____	
SIGNATURE OF COUNTY REPRESENTATIVE	DATE

### CONTRACTOR CORRECTIVE ACTION PLAN

IDENTIFY THE ROOT CAUSE OF INCIDENT AND CORRECTIVE ACTION TAKEN		
PLAN FOR PREVENTION OF FUTURE INCIDENTS		
WRITTEN NAME & TITLE OF CONTRACTOR REPRESENTATIVE	SIGNATURE OF CONTRACTOR REPRESENTATIVE	DATE

**Exhibit A - Statement of Work  
Attachment 1 - Facility Location and Inventory List**

**PUBLIC HEALTH LABORATORY INVENTORY LIST**

Backstrator	Balance	Camera	Cartridge	Decapper	Fluorimeter	Fume Hood	Heat Block	Hot Plate	Illuminator	Incubator	Label Printer	Microplate Reader	Microwave Oven	Mini Sub-Cell GT System	Mixer	PCR Workstation	pH Meter	Plate Spinner	Power Supply	Rocker Tube	Rotator	Shaker
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7	9	1	48	2	3	4	14	5	3	39	1	13	2	3	3	53	12	2	1	2	6	6	7
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Slide Warner	Spectrophotometer	Stirrer	Stomacher	Sub-Cell GT	BK-System	Thermometer	Turbidity Meter	Ultrasonic Cleaner	Washer	Wardbath	<b>Total Items</b>										
5	1	5	1	2	1	71	7	5	2	16	<b>362</b>										

Facility Location: Public Health Laboratory - 12750 Erickson Avenue, Downey, CA 90242

**COMMUNITY HEALTH SERVICES INVENTORY LIST**

Auto. External	Debrillator	Audimeter	Centrifuge	Exam Light	Exam Table	Freezer	Incubator	Microscope	Mixer	Refrigerator	Standard Balance	Digital Scale	Thermometer (Equipment)	Vison Test Device	Ophthalmoscope / Wall Transformer (Blood Pressure)	Blood pressure / Sphygmomanometer	Pulse Oximeter	Thermometer (Patient)	X-ray View Box	Exam Chair	Vital Signs	Phlebotomy Chair	Glucometer	Urinalysis	<b>Total Items</b>	
14	10	21	33	48	0	17	0	0	0	11	31	41	6	23	31	3	46	3	8	37	7	0	4	394	4	

- Facility Locations:
- Antelope Valley Health Center - 335-B East Avenue K-6, Lancaster, CA 93535
  - Santa Clarita Field Office - 26415 Carl Boyer Drive, Santa Clarita, CA 91350
  - Glendale Health Center - 501 North Glendale Avenue, Glendale, CA 91206
  - Pacoima Health Center - 13300 Van Nuys Boulevard, Pacoima, CA 91331
  - North Hollywood Health Center - 5300 Tujunga Avenue, North Hollywood, CA 91601
  - Pomona Health Center - 750 South Park Avenue, Pomona, CA 91766
  - DPH Pharmacy - 241 North Figueroa Street, Los Angeles, CA 90012
  - Leavey Health Center - 522 San Pedro Street, Los Angeles, CA 90013
  - Ruth Temple Health Center - 3834 South Western Avenue, Los Angeles, CA 90062
  - Whittier Health Center - 7643 South Painter Avenue, Whittier, CA 90602
  - Torrance Health Center - 711 Del Amo Boulevard, Torrance, CA 90502
  - Monrovia Health Center - 330 West Maple Avenue, Monrovia, CA 91016
  - Hollywood/Wishire Health Center - 5205 Melrose Avenue, Los Angeles, CA 90038
  - Simms/Mann Health Center - 2509 Pico Boulevard, Room 325, Santa Monica, CA 90405
  - Martin Luther King, Jr. Center for Public Health - 11833 South Wilmington Avenue, Los Angeles, CA 90059
  - Curtis Tucker Health Center - 123 West Manchester Boulevard, Inglewood, CA 90301

**Exhibit B1  
Pricing Sheet and Equipment List - Public Health Lab**

<b>Contractor:</b>		<b>Joint Matters, Inc.</b>						
<b>1. FLAT RATE SECTION</b>								
<b>Item</b>	<b>Manufacturer</b>	<b>Model #</b>	<b>Total # of Items (A)</b>	<b>Service Cost Per item (B)</b>	<b>Service Times Per Year (C)</b>	<b>Total Annual (12 Months) Cost (AxBxC)</b>		
<b>PHL EQUIPMENT ITEMS</b>								
<b>BACTINERATOR</b>								
Bacti-Cinerator	McCormick Sci.	IV	6	12	1	\$ 72.00		
Bacti-Cinerator	Oxford	III	1	12	1	\$ 12.00		
<b>Total</b>			<b>7</b>			<b>\$ 84.00</b>		
<b>BALANCE</b>								
Balance, Analytical	Mettler Toledo	AG204	1	50	2	\$ 100.00		
Balance, Electronic	Denver Instrument	XP-300	1	50	2	\$ 100.00		
Balance, Top-Loading	Ohaus	PA1502	5	50	2	\$ 500.00		
Scale, Electronic	Mettler Instrument	MS304S	2	50	2	\$ 200.00		
<b>Total</b>			<b>9</b>			<b>\$ 900.00</b>		
<b>CENTRIFUGE</b>								
Centrifuge	Argos	VS-100BN	4	50	2	\$ 400.00		
Centrifuge	Beckman Coulter	Allegra 6	2	50	2	\$ 200.00		
Centrifuge, Refrigerated	Beckman Coulter	GS-6KR	1	50	2	\$ 100.00		
Centrifuge, Refrigerated	Beckman Coulter	Allegra 64R	1	50	2	\$ 100.00		
Centrifuge	Benchmark	C1008	4	50	2	\$ 400.00		
Centrifuge	Cole Palmer	C1201/DW41	1	50	2	\$ 100.00		
Centrifuge, Refrigerated	Eppendorf	5804R	6	50	2	\$ 600.00		
Centrifuge	Eppendorf	5425	4	50	2	\$ 400.00		
Centrifuge	Fisher Scientific	05-090-100	5	50	2	\$ 500.00		
Mini Plate Spinner Centrifuge	Fisher Scientific	14100143	3	50	2	\$ 300.00		
Centrifuge, Horizontal	Griffin Group	RMC-120	1	50	2	\$ 100.00		
Centrifuge	Thermo Scientific	Sorval Legend Micro 21	1	50	2	\$ 100.00		
Centrifuge, Refrigerated	Thermo Scientific	Sorval Legend XFR	2	50	2	\$ 200.00		
Microcentrifuge	USA Scientific	SD	6	50	2	\$ 600.00		
Microcentrifuge	USA Scientific	IR	2	50	2	\$ 200.00		
Centrifuge, Microplate	USA Scientific	C-2000	1	50	2	\$ 100.00		

**Exhibit B1  
Pricing Sheet and Equipment List - Public Health Lab**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Centrifuge	VWR	Galaxy Mini	4	50	2	\$ 400.00
<b>Total</b>			<b>48</b>			<b>\$ 4,800.00</b>
<b>DECAPPER</b>						
Belt Decapper, Unicap	Greiner Bio-One	Vacuette	2	25	2	\$ 100.00
<b>Total</b>			<b>2</b>			<b>\$ 100.00</b>
<b>HEAT BLOCK</b>						
Dri-Bath	Labnet	D1200	1	20	2	\$ 40.00
Heat Block	Diagnostic Hybrids	260680	1	20	2	\$ 40.00
Heat Block	Benchmark	BSH-200	3	20	2	\$ 120.00
Heat Block	Crystal	GY-2101A	2	20	2	\$ 80.00
Heat Block	Gen-Probe	2775	2	20	2	\$ 80.00
Heat Block	Fisher Scientific	11-718-6	1	20	2	\$ 40.00
Heat Block, Digital	VWR	13259-052	1	20	2	\$ 40.00
Thermomixer	Eppendorf	Thermomixer	3	55	2	\$ 330.00
<b>Total</b>			<b>14</b>			<b>\$ 770.00</b>
<b>FUME HOOD</b>						
Chemical Fume Hood	Airclean Systems	AC632LFUVC	2	200	1	\$ 400.00
Chemical Fume Hood	Airclean Systems	AC632DB	2	200	1	\$ 400.00
<b>Total</b>			<b>4</b>			<b>\$ 800.00</b>
<b>HOT PLATE</b>						
Stirrer/Hot Plate	Fisher Scientific	11-500-49SH	3	50	2	\$ 300.00
Stirrer/Hot Plate	VWR	97042-634	1	50	2	\$ 100.00
Hot Plate	Corning	PC-300	1	50	2	\$ 100.00
<b>Total</b>			<b>5</b>			<b>\$ 500.00</b>
<b>ILLUMINATOR</b>						
Transilluminator	Bio-Rad	Mini	1	12	2	\$ 24.00
Imaging System	Acuris Instruments	SmartDoc	1	12	2	\$ 24.00
Illuminator, UV	UVP	TL-33E	1	12	2	\$ 24.00
<b>Total</b>			<b>3</b>			<b>\$ 72.00</b>
<b>INCUBATORS</b>						
Incubator	3M (Attest)	390	1	50	2	\$ 100.00
Incubator	3M (Attest)	116	2	50	2	\$ 200.00
Incubator	Benchmark	H2200-HC	1	50	2	\$ 100.00
Incubator	Boekel	13500	3	50	2	\$ 300.00

**Exhibit B1  
Pricing Sheet and Equipment List - Public Health Lab**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Incubator, CO2	Fisherbrand	11676602	1	50	2	\$ 100.00
Incubator	Lab-Line	203	2	50	2	\$ 200.00
Incubator	Lab-Line	120	2	50	2	\$ 200.00
Incubator, Low-Temp	Thermo Fisher	818	2	50	2	\$ 200.00
Incubator	Thermo Scientific	Heratherm IMC 18	1	50	2	\$ 100.00
Incubator	VWR	1555	12	50	2	\$ 1,200.00
Incubator, CO2	VWR	2350T	2	50	2	\$ 200.00
Incubator, CO2	VWR	1927	5	50	2	\$ 500.00
Incubator, CO2 #2	VWR	2475T	2	50	2	\$ 200.00
Incubator, CO2 #5	VWR	2450T	2	50	2	\$ 200.00
Incubator	Yamato Scientific	IC400	1	50	2	\$ 100.00
<b>Total</b>			<b>39</b>			<b>\$ 3,900.00</b>
<b>METER, pH</b>						
pH Meter	Oakton Instruments	1100	1	55	2	\$ 110.00
pH Meter	Fisher Brand	FE-150	1	55	2	\$ 110.00
<b>Total</b>			<b>2</b>			<b>\$ 220.00</b>
<b>MICROFUGE</b>						
Centrifuge	Beckman Coulter	Microfuge 16	7	50	2	\$ 700.00
Centrifuge-Microfuge	USA Scientific	S.D.	6	50	2	\$ 600.00
<b>Total</b>			<b>13</b>			<b>\$ 1,300.00</b>
<b>MINI SUB-CELL GT SYSTEM</b>						
Mini Sub-cell GT System	Bio-Rad Laboratories	170-4487	2	12	1	\$ 24.00
Mini Sub-cell GT System	Bio-Rad Laboratories	Mini C	1	12	1	\$ 12.00
<b>Total</b>			<b>3</b>			<b>\$ 36.00</b>
<b>MIXER</b>						
Mixer (Maxi-Mix Plus)	Barnstead/Thermolyne	M63215	1	50	2	\$ 100.00
Mixer, Vortex	Barnstead/Thermolyne	M16715	7	50	2	\$ 700.00
Mixer, Vortex	Barnstead/Thermolyne	M37615	1	50	2	\$ 100.00
Vortex, Mixer	Benchmark	BV1000	1	50	2	\$ 100.00
Mixer, Vortex	Fisher Scientific	2215365	5	50	2	\$ 500.00
Mixer, Vortex (Genie 2)	Fisher Scientific	G-560	1	50	2	\$ 100.00
Heating/Cooling Block Vortexer	Gen Probe	SB-100	1	50	2	\$ 100.00
Vortexer	IKA Works	IS000	1	50	2	\$ 100.00
Vortexer	IKA Works	MS3B	1	50	2	\$ 100.00
Vortex, Mixer	LabForce	BV1000	1	50	2	\$ 100.00

**Exhibit B1  
Pricing Sheet and Equipment List - Public Health Lab**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Mixer, Vortex (Genie 2)	Scientific Industries	9560/SI-0236	9	50	2	\$ 900.00
Vortexer	Talboys	94567	1	50	2	\$ 100.00
Mixer, Vortex	Thermo Scientific	M16715	1	50	2	\$ 100.00
Mixer	Thermo Scientific	88882007	1	50	2	\$ 100.00
Vortexer	Thermo Scientific	88882009	1	50	2	\$ 100.00
Vortexer, Multi-tube	Troemner	VX01	1	50	2	\$ 100.00
Mixer, Vortex	Velp Scientifica	Wizard	2	50	2	\$ 200.00
Vortex	VWR	VM-3000 Mini	1	50	2	\$ 100.00
Mixer, Vortex	VWR	MV1	12	50	2	\$ 1,200.00
Vortexer, Multi-Tube	VWR	VX-2500	3	50	2	\$ 300.00
Vortexer	VWR	97043562	1	50	2	\$ 100.00
<b>Total</b>			<b>53</b>			<b>\$ 5,300.00</b>
<b>PLATE SPINNER</b>						
Centrifuge, Plate Spinner	Fisher Scientific	14100143	1	50	2	\$ 100.00
<b>Total</b>			<b>1</b>			<b>\$ 100.00</b>
<b>POWER SUPPLY</b>						
Power Supply	Bio-Rad Laboratories	PAC 300	2	20	1	\$ 40.00
Power Supply	Bio-Rad Laboratories	PAC1000	1	20	1	\$ 20.00
<b>Total</b>			<b>3</b>			<b>\$ 60.00</b>
<b>MICROPLATE READER</b>						
Reader, Microplate	Biotek Instruments	ELx800	2	40	2	\$ 160.00
Reader, Microplate	Biotek Instruments	Epoch	1	40	2	\$ 80.00
<b>Total</b>			<b>3</b>			<b>\$ 240.00</b>
<b>MICROWAVE OVEN</b>						
Microwave Oven	Auavtic	M01108SST	1	45	2	\$ 90.00
<b>Total</b>			<b>1</b>			<b>\$ 90.00</b>
<b>ROCKER TUBE</b>						
Rotator/Mixer/Rocker	Scientific Industries	K-500-4	1	50	1	\$ 50.00
Rocker	Boekel	28200	1	50	1	\$ 50.00
Rocker	Thermo Fisher	M48725	1	50	1	\$ 50.00
Mini Tube Rotator	Thomas Scientific	LabForce	1	50	1	\$ 50.00
Rocker	Thermo Scientific	4630	1	50	1	\$ 50.00
Rocker	Benchmark	B3D2300	1	50	1	\$ 50.00
<b>Total</b>			<b>6</b>			<b>\$ 300.00</b>

**Exhibit B1  
Pricing Sheet and Equipment List - Public Health Lab**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
<b>ROTATOR</b>						
Tissue Culture Rotator	Lab-Line Instruments	1645 (Cel-Grow)	3	50	2	\$ 300.00
Rotator	Fisher Scientific	341	2	50	2	\$ 200.00
Rotator	SLT	MPS-4	1	50	2	\$ 100.00
<b>Total</b>			<b>6</b>			<b>\$ 600.00</b>
<b>SHAKER</b>						
Shaker, Rotisserie	Barnstead/Thermolyne	400110	1	50	2	\$ 100.00
Shaker, Rotisserie	Perkin Elmer	1296-004	1	50	2	\$ 100.00
Bath, Reciprocal Shaking	Precision Scientific	25 #51221080	1	50	2	\$ 100.00
Shaker, Tube	Therm Scientific	C400110	1	50	2	\$ 100.00
Shaker (Disruptor)	Scientific Industries	SI-DD38	2	50	2	\$ 200.00
Incubation Shaker	New Brunswick	Excella E24	1	50	2	\$ 100.00
<b>Total</b>			<b>7</b>			<b>\$ 700.00</b>
<b>STIRRER</b>						
Magnetic Stirrer	Fisher Scientific	11-600-495	1	50	2	\$ 100.00
Magnetic Stirrer	Benchmark/VWR	HCS-50	1	50	2	\$ 100.00
Magnetic Stirrer	VWR	HCH-50	1	50	2	\$ 100.00
Stirrer	Corning	PC410	2	50	2	\$ 200.00
<b>Total</b>			<b>5</b>			<b>\$ 500.00</b>
<b>STOMACHER</b>						
Blender, Circulator/Paddle	Seward	Stomacher400	1	20	2	\$ 40.00
<b>Total</b>			<b>1</b>			<b>\$ 40.00</b>
<b>SUB-CELL GT DNA SYSTEM</b>						
Sub-Cell GT DNA System	Bio-Rad Laboratories	N/A	2	12	1	\$ 24.00
<b>Total</b>			<b>2</b>			<b>\$ 24.00</b>
<b>THERMOMETER</b>						
Thermometer (Blue Fluid)	STB	307059	1	20	1	\$ 20.00
Barometer, Digital	Fisher Scientific	02-400	4	20	1	\$ 80.00
Thermometer, Electronic	Fisher Scientific	06-664-11	2	20	1	\$ 40.00
Thermometer (Red Fluid)	Fisher Scientific	15-041-4D	4	20	1	\$ 80.00
Thermometer (Blue Fluid)	N/A	35mm IMM	4	20	1	\$ 80.00
Thermometer (Blue Fluid)	ERTCO	4452QC	15	20	1	\$ 300.00
Thermometer (Red Fluid)	ERTCO	647-1S	1	20	1	\$ 20.00
Thermometer (Red Fluid)	N/A	76mm IMM	3	20	1	\$ 60.00



**Exhibit B1  
Pricing Sheet and Equipment List - Public Health Lab**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Thermometer (Red Fluid)	Thermo Products	ACC6471S	1	20	1	\$ 20.00
Thermometer (Red Fluid)	ERTCO	F-010-1SR	1	20	1	\$ 20.00
Thermometer	ERTCO	I-030-1A	1	20	1	\$ 20.00
Thermometer (Red Fluid)	ERTCO	I-030-1SR	3	20	1	\$ 60.00
Column Thermometer	ERTCO	N/A	1	20	1	\$ 20.00
Thermometer (Red Fluid)	N/A	N/A	3	20	1	\$ 60.00
Digital Thermometer	N/A	N/A	3	20	1	\$ 60.00
Thermometer (Blue Fluid)	Fisher Sci./Ever-Safe	N16B	4	20	1	\$ 80.00
Thermometer (Red Fluid)	ERTCO	OV-070S	2	20	1	\$ 40.00
Thermometer (Red Fluid)	ERTCO	R-020-1SR	3	20	1	\$ 60.00
Electronic Thermometer	Fisher Scientific	S66277	11	20	1	\$ 220.00
Thermometer	Baxter	T2030-1	2	20	1	\$ 40.00
Thermometer (Red Fluid)	ERTCO	ULF-010SR	2	20	1	\$ 40.00
<b>Total</b>			<b>71</b>			<b>\$ 1,420.00</b>
<b>ULTRASONIC CLEANER</b>						
Cleaner, Ultrasonic	VWR	75D	1	20	1	\$ 20.00
Cleaner, Ultrasonic	Lab-Line/Gen-Probe	9303GEN	1	20	1	\$ 20.00
Cleaner, Ultrasonic	Elma	Elma Sonic E30H	1	20	1	\$ 20.00
Ultrasonic Cleaner	Branson	CPX3800H	1	20	1	\$ 20.00
Ultrasonic Bath	NA	B200	1	20	1	\$ 20.00
<b>Total</b>			<b>5</b>			<b>\$ 100.00</b>
<b>WARMER, SLIDE</b>						
Warmer, Slide	Premiere	XH-2002	1	20	2	\$ 40.00
Warmer, Slide	Thermo Scientific	N/A	4	20	2	\$ 160.00
<b>Total</b>			<b>5</b>			<b>\$ 200.00</b>
<b>WASHER</b>						
Washer, Microplate Strip	Biotek Instruments	Eix50	1	20	2	\$ 40.00
Washer, Microplate Strip	Biotek Instruments	Eix508V	1	20	2	\$ 40.00
<b>Total</b>			<b>2</b>			<b>\$ 80.00</b>
<b>WATER BATH</b>						
Water Bath (Aqua Bath)	Lab-Line	18002	5	30	2	\$ 300.00
Water Bath	Precision Scientific	51221048	2	30	2	\$ 120.00
Water Bath	Precision Scientific	51221060	1	30	2	\$ 60.00
Water Bath	Precision Scientific	180	1	30	2	\$ 60.00
Water Bath (Isotemp)	Fisher Scientific	202S	1	30	2	\$ 60.00

**Exhibit B1  
Pricing Sheet and Equipment List - Public Health Lab**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Water Bath (Isotemp)	Fisher Scientific	220	1	30	2	\$ 60.00
Water Bath (Circulating)	Precision Scientific	260	1	30	2	\$ 60.00
Water Bath	Thermo Scientific	2864	2	30	2	\$ 120.00
Water Bath (GP 20)	Thermo Scientific	TSGP20	1	30	2	\$ 60.00
Water Bath	Benchmark	myBath	1	30	2	\$ 60.00
<b>Total</b>			<b>16</b>			<b>\$ 960.00</b>
<b>PCR WORKSTATION</b>						
Ductless Chem. Workstation	Airclean Systems	AC600	9	65	1	\$ 585.00
Ductless Chem. Workstation	Airclean Systems	AC632DB	1	65	1	\$ 65.00
PCR Workstation	C.B.S. Scientific	P-030-02	1	65	1	\$ 65.00
PCR Workstation Hood 6	C.B.S. Scientific	P-030-202	1	65	1	\$ 65.00
<b>Total</b>			<b>12</b>			<b>\$ 780.00</b>
<b>MISCELLANEOUS</b>						
Turbidity Meter	Beckman Coulter	Microscan	6	35	2	\$ 420.00
Turbidity Meter	Dade Behring	MicroScan	1	35	2	\$ 70.00
Tape Station	Agilent Technologies	4200	1	15	2	\$ 30.00
Fluorometer	Thermo Fisher Sci.	Fluorometer Qubit Flex	1	65	2	\$ 130.00
Fluorometer	Invitrogen/Thermo Sci.	Qubit Flex	2	65	2	\$ 260.00
Spectrophotometer	NanoDrop	ND-1000	1	180	2	\$ 360.00
Printer, Label	Brady	(Printer) i5100	1	12	2	\$ 24.00
Camera	Olympus	Stylus Tough	1	12	2	\$ 24.00
<b>Total</b>			<b>14</b>			<b>\$ 1,318.00</b>
<b>FLAT RATE SECTION - TOTAL</b>						
<b>2. HOURLY RATE SECTION*</b>						
<b>Type of Hourly Rate</b>						
			<b>Hourly Rate (A)</b>	<b>Estimated Hours (B)</b>	<b>Estimated Total Annual (12 Months) Cost (AxB)</b>	
<b>2a.</b>	As-Needed Services (response and/or service performed within 24 hours of notification to Contractor, refer to Exhibit A, Statement of Work, Paragraph 9.2):		\$ 50.00	30.00	\$	1,500.00
<b>2b.</b>	Exclusions (response and/or service provided within 24 hours of notification to Contractor for "Out-of-Scope" services, refer to Exhibit A, Statement of Work, Paragraph 9.4):		\$ 50.00	30.00	\$	1,500.00
<b>HOURLY RATE SECTION - TOTAL (2a + 2b)</b>						
			<b>60.00</b>	<b>\$</b>	<b>\$</b>	<b>3,000.00</b>

\*Bidder shall be reimbursed for the procurement of any and all required parts for service(s) in the Hourly Rate Section in accordance to Paragraph 6, Invoices and Payment, of the Contract.

**Exhibit B1  
Pricing Sheet and Equipment List - Public Health Lab**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
<b>3. BUDGET FOR PARTS FOR REPAIRS SECTION</b>						
<b>BUDGET FOR PARTS FOR REPAIRS SECTION - TOTAL</b>						
						<b>\$20,000</b>
<b>4. BUDGET FOR NEW EQUIPMENT AND CALIBRATION</b>						
<b>BUDGET NEW EQUIPMENT AND CALIBRATION SECTION - TOTAL</b>						
						<b>\$5,000</b>

**Exhibit B2  
Pricing Sheet and Equipment List - Community Health Services**

**Contractor: Joint Matters, Inc.**

1. FLAT RATE SECTION							
Item	Manufacturer	Model #	Total # of Items Included (A) (need to update w/ column H)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
<b>CHS Medical Equipment Items</b>							
Automated External Defibrillator	Cardiac Science	4301094 / Powerheart G3	13.0	\$ 22.00	1	\$ 286.00	AVHC (1), NHHHC (1), Pacoima (1), CTHC (1), RTHC (1), THCH (1), HWHC (1), MLK (1), WHC (1), MHC (1), Pomona (1), GHC (1), CHC (1)
Automated External Defibrillator	Cardiac Science	9390A-501	1.0	\$ 22.00	1	\$ 22.00	Cen Sat (1)
<b>Total</b>			<b>14</b>		<b>1</b>	<b>\$ 308.00</b>	
Audiometer	AMBCO	650A	7.0	\$ 50.00	2	\$ 700.00	Pacoima (2), HWHC (1), WHC (1), Cen Satellite (1), CHC (1), AVHC (1)
Audiometer	MAICO	MA-25	1.0	\$ 50.00	2	\$ 100.00	HWHC (1)
Audiometer	MAICO	MA-19	1.0	\$ 50.00	2	\$ 100.00	CHC (1)
Audiometer	Weich Allyn	AM232	1.0	\$ 50.00	2	\$ 100.00	MHC (1)
<b>Total</b>			<b>10</b>		<b>8</b>	<b>\$ 1,000.00</b>	
Centrifuge	Clay Adams	Compact II	1.0	\$ 50.00	2	\$ 100.00	Pomona (1)
Centrifuge	Unico	C858	2.0	\$ 50.00	2	\$ 200.00	AVHC (1), CHC (1)
Centrifuge	LW Scientific	CXR	1.0	\$ 50.00	2	\$ 100.00	NHHHC (1)
Centrifuge	Fisher HealthCare	Horizon 642E	4.0	\$ 50.00	2	\$ 400.00	RTHC (1), MLK (1), CHC (2)
Centrifuge	UNICO	C8363	1.0	\$ 50.00	2	\$ 100.00	MHC (1)
Centrifuge	McKesson	HXV	2.0	\$ 50.00	2	\$ 200.00	Cen Sat (1) & CHC (1)
Centrifuge	Drucker/Fisher	642E	9.0	\$ 50.00	2	\$ 900.00	NHHHC (1), CTHC (1), HWHC (1), WHC (2), GHC (1)
Centrifuge	Unico	C8312	1.0	\$ 50.00	2	\$ 100.00	CHC (2), Pacoima (1)
<b>Total</b>			<b>21</b>		<b>16</b>	<b>\$ 2,100.00</b>	
Exam Light	Burton Medical	WM50FL	1.0	\$ 12.00	2	\$ 24.00	Pomona (1)
Exam Light	Weich Allyn	GS EXAM IV M344	24.0	\$ 12.00	2	\$ 576.00	NHHHC (2), MLK (3), CTHC (6), THC (5), HWHC (2), WHC (2 total- 1 of them in trailer), Pomona (2), CHC (2)
Exam Light	Phillips Burton	GL10184	2.0	\$ 12.00	2	\$ 48.00	AVHC (2)
Exam Light	Phillips Burton	SB40FL	1.0	\$ 12.00	2	\$ 24.00	CTHC (1)
Exam Light	Weich Allyn	46070K	1.0	\$ 12.00	2	\$ 24.00	WHC (1)
Exam Light	Weich Allyn	LS135	2.0	\$ 12.00	2	\$ 48.00	CHC (2)
Exam Light	Dazor	6004A/1050/BLACK	2.0	\$ 12.00	2	\$ 48.00	RTHC(2)
<b>Total</b>			<b>33</b>		<b>14</b>	<b>\$ 792.00</b>	
Exam Table	Enochs	Power 4000	2.0	\$ 12.00	2	\$ 48.00	NHHHC (1), Pomona (1)
Exam Table	Midmark Corp	604-001	11.0	\$ 12.00	2	\$ 264.00	AVHC (3), CTHC (1), MLK (7)
Exam Table	Midmark Corp	104 Ritter	3.0	\$ 12.00	2	\$ 72.00	CHC (2) & Pomona (1)
Exam Table	Midmark Corp	305 Ritter	1.0	\$ 12.00	2	\$ 24.00	Pacoima (1)
Exam Table	Midmark Corp	223 Ritter	2.0	\$ 12.00	2	\$ 48.00	CHC (2)
Exam Table	Enochs	UNKNOWN	1.0	\$ 12.00	2	\$ 24.00	GHC (1)
Exam Table	Midmark Corp	100-005	1.0	\$ 12.00	2	\$ 24.00	WHC (1)
Exam Table	Midmark Corp	204	1.0	\$ 12.00	2	\$ 24.00	RTHC (1)
Exam Table	Midmark Corp	625	1.0	\$ 12.00	2	\$ 24.00	CHC (1)

**Exhibit B2  
Pricing Sheet and Equipment List - Community Health Services**

Item	Manufacturer	Model #	Total # of Items All Centers Included (A) (need to update w/ column H)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Exam Table	Dre Medical	Dentamed	1.0	\$ 12.00	2	\$ 24.00	CHC (1)
Exam Table	Midmark	222	1.0	\$ 12.00	2	\$ 24.00	WHC (1)
Exam Table	LINAK	11324B	2.0	\$ 12.00	2	\$ 48.00	HWHC (2)
Exam Table	Clinton Industries	No model listed	2.0	\$ 12.00	2	\$ 48.00	HWHC (2)
Exam Table	Midmark Corp	623	2.0	\$ 12.00	2	\$ 48.00	THC (1) & CHC (1)
Exam Table	Midmark Corp	300	1.0	\$ 12.00	2	\$ 24.00	NHHC (1)
Exam Table	Intensa	460	11.0	\$ 12.00	2	\$ 264.00	AVHC (1), NHHC (1), CTHC (2), RTHC (1), THC (1), WHC (2), CHC (2), Pacoima (1)
Exam Table	UM Medical Power Hi/Lo	4040-650 100	3.0	\$ 12.00	2	\$ 72.00	THC (3)
Exam Table	Midmark	Ritter	1.0	\$ 12.00	2	\$ 24.00	Pomona (1)
Exam Table	LINAK	DK6430	1.0	\$ 12.00	2	\$ 24.00	Pomona (1)
<b>Total</b>			<b>48</b>		<b>38</b>	<b>\$ 1,152.00</b>	
Incubator	Boekel	132000	1.0	\$ 50.00	2	\$ 100.00	THC (1)
Incubator	Curtin Mathenson Scientific, Inc	C1574	1.0	\$ 50.00	2	\$ 100.00	MLK (1)
Incubator	Boekel	None	2.0	\$ 50.00	2	\$ 200.00	RTHC (1), Cen Sat (1)
Incubator	Boekel	133000	1.0	\$ 50.00	2	\$ 100.00	AVHC (1)
Incubator	Thermo fisher (model not pr	IMC40483279(serial)	1.0	\$ 50.00	2	\$ 100.00	CTHC (1)
Incubator	VWR	INCU-LINE	1.0	\$ 50.00	2	\$ 100.00	CTHC (1)
Incubator	Thermo Scientific	IMC-18	10.0	\$ 50.00	2	\$ 1,000.00	NHHC (1), PAC (1), HWHC (1), WHC (1), MHC (1), Pomona (1), GHC (1), CHC (2), Pacoima (1)
<b>Total</b>			<b>17</b>		<b>14</b>	<b>\$ 1,700.00</b>	
Standard Balance Scale	Health O Meter	None	2.0	\$ 60.00	2	\$ 240.00	NHHC (1), RTHC (1)
Standard Balance Scale	Health O Meter	402KL	2.0	\$ 60.00	2	\$ 240.00	MLK (2)
Scale for Wheelchair	Health O Meter	No Model Listed	1.0	\$ 60.00	2	\$ 120.00	MLK (1)
Standard Balance Scale	Cardinal Detecto	None	2.0	\$ 60.00	2	\$ 240.00	CHC (1) & MHC (1)
Standard Balance Scale	Seca	700	2.0	\$ 60.00	2	\$ 240.00	CHC (2)
Standard Balance Scale	Acculab	VIC-3003	1.0	\$ 60.00	2	\$ 120.00	Pharmacy (1)
Adult Stand On Scale	Continental Scale	400DRD	1.0	\$ 60	2	\$ 120.00	CHC (1)
<b>Total</b>			<b>11</b>		<b>14</b>	<b>\$ 1,320.00</b>	
Digital Scale	Cardinal Detecto	6129	6.0	\$ 60.00	2	\$ 720.00	AVHC (2), NHHC (1), PAC (2), WHC (1)
Digital Scale	Cardinal Detecto	758C	3.0	\$ 60.00	2	\$ 360.00	PAC (1), CTHC (2)
Digital Scale	Cardinal Detecto	751	1.0	\$ 60.00	2	\$ 120.00	HWHC (1)
Digital Scale	Cardinal Detecto	750	10.0	\$ 60.00	2	\$ 1,200.00	CTHC (1), HWHC (1), Cen Sat (1), MHC (1), THC (1 - no dept sticker), Pomona (2), CHC (3)
Digital Scale	Cardinal Detecto	SOLO	1.0	\$ 60.00	2	\$ 120.00	NHHC (1)
Digital Scale	Weich Allyn	901109	1.0	\$ 60.00	2	\$ 120.00	WHC (1)
Digital Scale	Seca	7802321138	5.0	\$ 60.00	2	\$ 600.00	CTHC(2) & THC(3)
Digital Scale	Seca	7802321134	1.0	\$ 60.00	2	\$ 120.00	THC (- no dept sticker)
Digital Scale	Befour	2600T	1.0	\$ 60.00	2	\$ 120.00	THC (1)
Digital Scale	Befour	MX805	1.0	\$ 60.00	2	\$ 120.00	CHC (1)
Digital Scale	Health O Meter	500KL	1.0	\$ 60.00	2	\$ 120.00	THC (1)
<b>Total</b>			<b>31</b>		<b>22</b>	<b>\$ 3,720.00</b>	
Thermometer (equipment)	Fisher Scientific/Other	None	1.0	\$ 20.00	1	\$ 20.00	MLK (1)
Thermometer (equipment)	Cardinal Health	T2960-3	4.0	\$ 20.00	1	\$ 80.00	MLK (1), WHC (1), CHC (1)
Thermometer (equipment)	Fisher Scientific/Other	666411	4.0	\$ 20.00	1	\$ 80.00	MLK (1), Pomona (2 total, 1 is in storage), CHC (1)

**Exhibit B2  
Pricing Sheet and Equipment List - Community Health Services**

Item	Manufacturer	Model #	Total # of Items All Centers Included (A) (need to update w/ column H)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Thermometer (equipment)	BCR	Red Fluid	1.0	\$ 20.00	1	\$ 20.00	MLK (1)
Thermometer (equipment)	Cooper	Red Fluid	1.0	\$ 20.00	1	\$ 20.00	WHC (1)
Thermometer (equipment)	UEI	RFT2A	1.0	\$ 20.00	1	\$ 20.00	WHC (1)
Thermometer (equipment)	Taylor	Red Fluid	3.0	\$ 20.00	1	\$ 60.00	MLK (1), WHC (1), MHC (1)
Thermometer (equipment)	Market Lab	ML 4011	2.0	\$ 20.00	1	\$ 40.00	THC (2 - no dept sticker)
Thermometer (equipment)	UEU Test Instruments	Red Fluid	1.0	\$ 20.00	1	\$ 20.00	CHC (1)
Thermometer (equipment)	NSF	Red Fluid	1.0	\$ 20.00	1	\$ 20.00	CHC (1)
Thermometer Aneroid	Cooper	N/A	1.0	\$ 20.00	1	\$ 20.00	CHC (1)
Thermometer	Cooper	335	2.0	\$ 20.00	1	\$ 40.00	MHC (1), Pomona (1)
Thermometer	Cooper	25HP	2.0	\$ 20.00	1	\$ 40.00	MHC (1), Pomona (1 in storage)
Thermometer (equipment)	Streck	Red Fluid	2.0	\$ 20.00	1	\$ 40.00	MLK (2)
Datalogging Thermometer	Thomas Scientific	1198d76	5.0	\$ 20.00	1	\$ 100.00	THC (5 total, 2 have no department sticker)
Temp Logger	Veriteq	SP10022N;SP140044N	1.0	\$ 20.00	1	\$ 20.00	RTHC (1) Commented item is calibrated by Vaisala
Thermometer	Taylor	5925	1.0	\$ 20.00	1	\$ 20.00	CHC (1)
Thermometer	Taylor	None	1.0	\$ 20.00	1	\$ 20.00	MHC (1)
Thermometer	Taylor	5923 (Aneroid)	1.0	\$ 20.00	1	\$ 20.00	NHHC (1)
Thermometer	Chef's Review	3507-55	1.0	\$ 20.00	1	\$ 20.00	NHHC (1)
Thermometer electronic	Fisher Scientific	No Model Listed	1.0	\$ 20.00	1	\$ 20.00	Pomona (1)
Thermometer electronic	Fisher Scientific	11873460	1.0	\$ 20.00	1	\$ 20.00	MHC (1)
Thermometer (fridge/freezer)	VWR	61161-364	1.0	\$ 20.00	1	\$ 20.00	NHHC (1)
Thermometer (fridge/freezer)	Johnstone	G21520	2.0	\$ 20.00	1	\$ 40.00	MHC (1) & Pomona (1)
Thermometer	Thermo Fisher	94460-72	2.0	\$ 20.00	1	\$ 40.00	RTHC(2)
<b>Total</b>			<b>43</b>		<b>25</b>	<b>\$ 860.00</b>	
Vision Test Device	Good Lite	A+ 600600	4.0	\$ 15.00	1	\$ 60.00	AVHC (1), PAC (1), HWHC (1), MHC (1)
Vision Test Device	Graham-Field	2867-1261	1.0	\$ 15.00	1	\$ 15.00	MLK (1)
Vision Test Device	MODEL AT	Snellen	1.0	\$ 15.00	1	\$ 15.00	Cen Sat (1)
<b>Total</b>			<b>6</b>		<b>3</b>	<b>\$ 90.00</b>	
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Weich Alllyn	767 Series	15.0	\$ 55.00	2	\$ 1,650.00	CTHC (2), THC (4), MLK (9)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Weich Alllyn	74710	1.0	\$ 55.00	2	\$ 110.00	PAC (1)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Weich Alllyn	None	2.0	\$ 55.00	2	\$ 220.00	RTHC (2)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Weich Alllyn	GS 777	2.0	\$ 55.00	2	\$ 220.00	PAC (1) & MHC (1)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Weich Alllyn	GS 777 (77710)	3.0	\$ 55.00	2	\$ 330.00	THC (3)
<b>Total</b>			<b>23</b>		<b>10</b>	<b>\$ 2,530.00</b>	
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	6013	1.0	\$ 55.00	2	\$ 110.00	NHHC (1)
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	CE 0197	1.0	\$ 55.00	2	\$ 110.00	NHHC (1)
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	None	4.0	\$ 55.00	2	\$ 440.00	NHHC (4)
Blood Pressure/Sphygmomanometer	Omnron Digital BIP	HEM 907	1.0	\$ 55.00	2	\$ 110.00	CTHC (1)
Blood Pressure/Sphygmomanometer	GE Dinamap	Pro 200V2	1.0	\$ 55.00	2	\$ 110.00	CHC (1)
Blood Pressure/Sphygmomanometer	GE Dinamap	Pro 400V2	1.0	\$ 55.00	2	\$ 110.00	HWHC (1)
Blood Pressure/Sphygmomanometer	Omnron Digital BIP	HEM-712C	1.0	\$ 55.00	2	\$ 110.00	NHHC (1)
Blood Pressure/Sphygmomanometer	Omnron Digital BIP	HEM-780N3	1.0	\$ 55.00	2	\$ 110.00	HWHC (1)
Blood Pressure/Sphygmomanometer	Weich Alllyn	74710	1.0	\$ 55.00	2	\$ 110.00	WHC (1)

**Exhibit B2  
Pricing Sheet and Equipment List - Community Health Services**

Item	Manufacturer	Model #	Total # of Items Included (A) (need to update w/ column H)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Blood Pressure/Sphygmomanometer	Weich Allyn	767 Series	7.0	\$ 55.00	2	\$ 770.00	THC (4), HWHC (1), CHC (2)
Blood Pressure/Sphygmomanometer	Weich Allyn	CE0050	3.0	\$ 55.00	2	\$ 330.00	CTHC (1) & RTHC (2)
Blood Pressure/Sphygmomanometer	Tyco	None	2.0	\$ 55.00	2	\$ 220.00	NHHC (1), WHC (1)
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	785	1.0	\$ 55.00	2	\$ 110.00	NHHC (1)
Blood Pressure/Sphygmomanometer	OMRON	No Model Listed	2.0	\$ 55.00	2	\$ 220.00	NHHC (2)
Blood Pressure/Sphygmomanometer	Weich Allyn	CEO297	1.0	\$ 55.00	2	\$ 110.00	CTHC (1)
Blood Pressure/Sphygmomanometer	ABCO	Not Listed	3.0	55	2	330	NHHC (3)
<b>Total</b>			<b>31</b>		<b>32</b>	<b>\$ 3,410.00</b>	
Pulse Oximeter	BCI	3301	1.0	\$ 15.00	2	\$ 30.00	CHC (1)
Powered Air Respirator	3M	TR-300	2.0	\$ 15.00	2	\$ 60.00	MHC (1)
<b>Total</b>			<b>3</b>		<b>4</b>	<b>\$ 90.00</b>	
Thermometer (patient)	Weich Allyn	Braun Thermoscan Pro4000	6.0	\$ 20.00	2	\$ 240.00	AVHC (2), NHHC (1), PAC (1), WHC (1), MHC (1)
Thermometer (patient)	Weich Allyn	SURETEMP	2.0	\$ 20.00	2	\$ 80.00	RTHC (2)
Thermometer (patient)	Weich Allyn	SURETEMP Plus 692	7.0	\$ 20.00	2	\$ 280.00	HWHC (4) & CHC (3)
Thermometer (patient)	Weich Allyn	6021	1.0	\$ 20.00	2	\$ 40.00	CHC (1)
Thermometer (patient)	Weich Allyn	6014	1.0	\$ 20.00	2	\$ 40.00	CHC (1)
Infrared Thermometer	N/A	N/A	1.0	\$ 20.00	2	\$ 40.00	Pomona (1)
Thermometer (patient)	ONSET	CX402-VFC215	11.0	\$ 20.00	2	\$ 440.00	WHC (6) & Pomona(5)
Thermometer (patient)	ONSET	CX402-VFC115	6.0	\$ 20.00	2	\$ 240.00	WHC (6)
Thermometer (ear)	Weich Allyn/ Braun	PRO 6000	4.0	\$ 20.00	2	\$ 160.00	MHC (1), Pomona (3)
Thermometer (patient)	Weich Allyn	76751	4.0	\$ 20.00	2	\$ 160.00	THC (4)
Thermometer (patient)	Weich Allyn	690SURETEMP+	3.0	\$ 20.00	2	\$ 120.00	THC (3)
<b>Total</b>			<b>46</b>		<b>22</b>	<b>\$ 1,840.00</b>	
X-ray View Box	Wolf X-Ray	MG7	3.0	\$ 15.00	1	\$ 45.00	AVHC (3)
<b>Total</b>			<b>3</b>		<b>1</b>	<b>\$ 45.00</b>	
Exam Chair	Midmark	411-016	1.0	\$ 12.00	2	\$ 24.00	THC (1 - listed on sheet as table)
Exam Chair	Midmark	224	1.0	\$ 12.00	2	\$ 24.00	Pomona (1 - storage)
Exam Chair	Dentamedmove/Lerni	no model provided	4.0	\$ 12.00	2	\$ 96.00	MHC (1), Pomona (1), CHC (2)
Exam Chair	Midmark	641-004	2.0	\$ 12.00	2	\$ 48.00	MLK (2)
Exam Chair	Midmark	625*401702	1.0	\$ 12.00	2	\$ 24.00	CHC (1)
<b>Total</b>			<b>9</b>		<b>10</b>	<b>\$ 216.00</b>	
Vital Signs	Alaris	4410	1.0	\$ 45.00	2	\$ 90.00	CHC (1)
Vital Signs	Weich Allyn	53NTP	3.0	\$ 45.00	2	\$ 270.00	GHC (1), CHC (2)
Vital Signs	Weich Allyn	530TP	1.0	\$ 45.00	2	\$ 90.00	CHC (1)
Vital Signs	Weich Allyn	4200B-E1	4.0	\$ 45.00	2	\$ 360.00	AVHC (2), PAC (2)
Vital Signs	Mindray	Accutorr VS8	3.0	\$ 45.00	2	\$ 270.00	HWHC (2) & CHC (1)
Vital Signs	Mindray	Accutorr 7	25.0	\$ 50.00	2	\$ 2,500.00	AVHC (2), NHHC (2), PAC (2), CTHC (2), RTHC (2), THC (2), HWHC (2), MLK (1), WHC (3), CenSat (1), MHC (1), Pomona (2. 1 is in storage), CHC (3)
Vital Signs	GE	DINAMAP PRO 200V2	1.0	\$ 45.00	2	\$ 90.00	CHC (1)
<b>Total</b>			<b>38</b>		<b>14</b>	<b>\$ 3,670.00</b>	
Phlebotomy Chair	Clinton Industries	6341	6.0	\$ 12.00	2	\$ 144.00	CTHC (2), THC (1), MLK (1), WHC (2)
Phlebotomy Chair	No Brand Given	not listed	1.0	\$ 12.00	2	\$ 24.00	RTHC (1)
<b>Total</b>			<b>7</b>		<b>4</b>	<b>\$ 168.00</b>	

**Exhibit B2  
Pricing Sheet and Equipment List - Community Health Services**

Item	Manufacturer	Model #	Total # of Items All Centers Included (A) (need to update w/ column H)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items	
Urinalysis	Siemens	Clinitek Status+Connect	4.0	\$ 12.00	2	\$ 96.00	AVHC (1), NHHHC (1), MLK (1), CHC (1)-manufacturer,	
Urinalysis	Siemens	Clinitek Status+Analyzer	1.0	\$ 24.00	2	\$ 24.00	model, serial unknown) CHC(1)	
<b>Total</b>			<b>5</b>		<b>4</b>	<b>\$ 120.00</b>		
<b>FLAT RATE SECTION - TOTAL</b>							<b>\$ 25,131.00</b>	

2. HOURLY RATE SECTION*		Type of Hourly Rate	Hourly Rate (A)	Estimated Hours (B)	Estimated Total Annual Cost (12 Months) (AxB)
2a.	As-Needed Services (response and/or service performed within 24 hours of notification to Contractor, refer to Exhibit A, Statement of Work, Paragraph 9.2):		\$ 50.00	40	\$ 2,000.00
2b.	Exclusions (response and/or service provided within 24 hours of notification to Contractor for "Out-of-Scope" services, refer to Exhibit A, Statement of Work, Paragraph 9.4):		\$ 50.00	40	\$ 2,000.00
<b>HOURLY RATE SECTION - TOTAL (2a + 2b)</b>				<b>80</b>	<b>\$ 4,000.00</b>
*Proposer shall be reimbursed for the procurement of any and all require parts for service(s) in the Hourly Rate Section in accordance to Paragraph 6, Invoices and Payment, of the Contract.					
3. BUDGET FOR PARTS FOR REPAIRS SECTION					
<b>BUDGET FOR PARTS FOR REPAIRS SECTION - TOTAL</b>					<b>\$20,000</b>
4. BUDGET FOR NEW EQUIPMENT AND CALIBRATION					
<b>BUDGET NEW EQUIPMENT AND CALIBRATION SECTION - TOTAL</b>					<b>\$5,000</b>



**STANDARD EXHIBITS**

- C CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D SAFELY SURRENDERED BABY LAW
- E CHARITABLE CONTRIBUTIONS CERTIFICATION
- F COUNTY'S ADMINISTRATION
- G CONTRACTOR'S ADMINISTRATION

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: Joint Matters, Incorporated Contract No [Click or tap here to enter text.](#)

**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 must 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: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Joint Matters, Incorporated

Company Name

[Click or tap here to enter text.](#)

Address

[Click or tap here to enter text.](#)

Internal Revenue Service Employer Identification Number

[Click or tap here to enter text.](#)

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.**

- Proposer 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**

- Proposer 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.

Signature: \_\_\_\_\_

Date: [Click or tap here to enter text.](#)

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**COUNTY'S ADMINISTRATION**

CONTRACT NO. Click or tap here to enter text.

**COUNTY'S PROJECT DIRECTOR:**

Name: Click or tap here to enter text.  
Title: Click or tap here to enter text.  
Address: Click or tap here to enter text.  
Click or tap here to enter text.  
Telephone: Click or tap here to enter text.  
Facsimile: Click or tap here to enter text.  
E-mail Address: Click or tap here to enter text.

**COUNTY'S PROJECT MANAGER:**

Name: Click or tap here to enter text.  
Title: Click or tap here to enter text.  
Address: Click or tap here to enter text.  
Click or tap here to enter text.  
Telephone: Click or tap here to enter text.  
Facsimile: Click or tap here to enter text.  
E-mail Address: Click or tap here to enter text.

**COUNTY'S PROJECT MONITOR:**

Name: Click or tap here to enter text.  
Title: Click or tap here to enter text.  
Address: Click or tap here to enter text.  
Click or tap here to enter text.  
Telephone: Click or tap here to enter text.  
Facsimile: Click or tap here to enter text.  
E-mail Address: Click or tap here to enter text.

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

### CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.



