

June 27, 2002

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

Dear Supervisors:

**AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES
FOR IMAGING PROCESSORS AT MARTIN LUTHER KING, JR./
CHARLES R. DREW MEDICAL CENTER
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign the attached agreement with C&A X-Ray, substantially similar to Exhibit I, for the continued provision of maintenance and repair services for imaging processors in the Emergency Room and Trauma Center at Martin Luther King, Jr./Charles R. Drew (King/Drew) Medical Center, effective upon Board approval through June 30, 2003, at an estimated net county cost of \$137,380.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is instructing the Director of Health Services, or his designee, to sign an agreement with C&A X-Ray, for the continued provision of maintenance and repair services for imaging processors at King/Drew to ensure service to Emergency Room and Trauma Center equipment in order to continue to provide quality emergency and trauma care to patients.

FISCAL IMPACT/FINANCING:

The total estimated net county cost upon Board approval through June 30, 2003, will be \$137,380.

The contractor is required to provide a prorated invoice for the first monthly and quarterly billings, as applicable based on the date of Board approval.

Funding has been included in the Fiscal Year 2002-03 Proposed Budget to implement this agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In Fiscal Year 1997-98, King/Drew obtained imaging processors for both the Emergency Room and Trauma Center.

In Fiscal Year 2000-01 and 2001-02, preventive maintenance services from C&A X-Ray, were provided through the use of purchase orders. However, in accordance with the purchasing limit guidelines established by the Internal Services Department, purchase orders can no longer be used for this service after June 30, 2002.

The approval of a Board Contract will allow for service to imaging processors in both the Emergency Room and Trauma Center to allow for vital patient care, during emergency situations, while the Request for Proposals process is being conducted.

The Administrative staff at King/Drew will be responsible for monitoring this agreement.

Attachment A provides additional information.

County Counsel has approved the agreement (Exhibit I) as to form. The proposed actions have been reviewed by the Chief Administrative Office (CAO), CAO Risk Management Operations, and DHS' Fiscal and Program Services staff.

CONTRACTING PROCESS:

The Department intends to conduct an RFP process for the provision of maintenance and repair services during the interim agreement period and is anticipated to be completed no later than May 31, 2003.

DHS intends to advertise the RFP on the Countywide Web Site and in local newspapers.

The Department has evaluated and determined that the contract requirements are intermittent and on a part-time basis, and that Proposition A does not apply to this twelve month contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the attached agreement will assure the provision of maintenance and repair services to vital equipment in both the Emergency Room and Trauma Center at King/Drew.

The Honorable Board of Supervisors
June 27, 2002
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectively submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:amb

Attachments

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

BLET/CD1921.AMB

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Maintenance and repair services of Imaging Processors at King/Drew.

2. **CONTRACTOR ADDRESS AND CONTACT PERSON:**

C&A X-Ray
7326 Jefferson Street
Paramount, CA 90723
Attention: Mike Ferrara
Vice President, General Manager
Telephon: (562) 602-2465

3. **TERM:**

The term of the agreement is effective upon Board approval, through June 30, 2003.

4. **FINANCIAL INFORMATION:**

The estimated net County cost upon Board approval, and continuing through June 30, 2003, will be \$137,380.

Funding is available in Fiscal Year 2002-03 Proposed Budget to implement this agreement.

5. **MONITORING:**

The Administrative staff at King/Drew will be responsible for monitoring this agreement in its entirety.

6. **APPROVALS:**

Administration:	Willie T. May, Administrator
Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel (approval as to form):	Kelly Auerbach Hassel, Deputy County Counsel

**MAINTENANCE AND REPAIR SERVICES AGREEMENT FOR
IMAGING PROCESSORS**

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TABLE OF CONTENTS

PARAGRAPH	PAGE
RECITALS	1
1. ENTIRE AGREEMENT	2
2. TERM AND TERMINATION	2
3. CONTRACTORS RESPONSIBILITIES	5
4. COUNTY'S RESPONSIBILITIES	5
5. MAXIMUM OBLIGATION	6
6. BILLING AND PAYMENT.	6
7. INDEPENDENT CONTRACTOR STATUS	7
8. INDEMNIFICATION AND INSURANCE	8
9. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT	14
10. CONTRACTOR INSOLVENCY	15
11. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS	16
12. CONTRACTOR'S OFFICES	16
13. NOTICES	16
14. ADDITIONAL PROVISIONS	17

Contract No. _____

**MAINTENANCE AND REPAIR SERVICES AGREEMENT
OF IMAGING PROCESSORS**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2002,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

C&A X-RAY, (hereafter
"Contractor").

WHEREAS, pursuant to Section 1441 of the California Health and Safety Code, County has established and maintains, through its Department of Health Services, Martin Luther King Jr./Charles R. Drew (King/Drew) Medical Center; and

WHEREAS, County seeks to acquire on-site maintenance and repair services of imaging processors at the Trauma Center and

WHEREAS, the maintenance and repair services to be provided hereunder are of a complex and technical nature and King/Drew does not have the necessary equipment and qualified personnel to provide such services; and

WHEREAS, Contractor is equipped and staffed to provide the maintenance and repair services described hereunder; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. ENTIRE AGREEMENT: This base document, along with Exhibits A through F, as specified herein and attached hereto, collectively shall constitute and are hereinafter referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A
2. Exhibit B
3. Exhibit C
4. Exhibit D
5. Exhibit E
7. Exhibit F

2. TERM AND TERMINATION:

A. This Agreement shall commence upon Board approval and shall continue in full force and effect to and including June 30, 2003, unless terminated earlier as provided herein. This Agreement may be cancelled or terminated by County, with or without cause, upon the giving of at least thirty (30) calendar days upon prior written notice to Contractor. County may terminate this Agreement in accordance with the Additional Provisions attached hereto.

B. Failure of Contractor or Contractor's respective officers, employees, agents, or independent contractors to comply with any of the material terms of this Agreement, in whole or in part, or any directions by or on behalf of County issued pursuant thereto, or failure of Contractor or Contractor's respective officers, employees, agents, or independent contractors to perform the services described herein shall constitute a material breach of this Agreement and County may terminate this Agreement immediately. Immediate termination hereunder shall be effected by delivery to Contractor of a written Notice of Immediate Termination which shall be effective upon Contractor's receipt of such Notice of Immediate Termination.

After receipt of a Notice of Immediate Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) days from receipt of such Notice of Immediate Termination. If Contractor fails to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such

determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

C. The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in it's best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

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

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

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

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim

and invoice. Such claim and invoice shall be submitted properly, but not later than sixty (60) days from the effective date of termination. If Contractor fails 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 is made, County shall pay Contractor the amount so determined.

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

E. In the event of termination under this Paragraph, Contractor shall be compensated only for those services completed prior to the effective date of termination, in accordance with the terms of this Agreement.

3. CONTRACTOR'S RESPONSIBILITIES: Contractor shall provide maintenance and repair services at the Trauma Center located on-site at King/Drew in accordance with the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference. Contractor shall obtain regulatory approval to service imaging equipment as listed in Exhibit B ,attached hereto and incorporated herein by reference.

4. COUNTY'S RESPONSIBILITIES:

A. County shall provide proper access to Contractor to service the equipment during normal business hours and during

non-business hours upon the prior arrangement and mutual agreement of the County and Contractor.

B. County reserves the right to add to or delete from the equipment list as specified in Exhibit B, according to the terms and conditions set forth below:

5. MAXIMUM OBLIGATION:

During the period commencing on the date of Board approval through June 30, 2003, the maximum obligation of County for all services provided hereunder is \$137,380. Such maximum obligation is comprised entirely of County funds. This sum represents the total maximum obligation of County as shown in Exhibit D, attached hereto and incorporated herein as reference.

6. BILLING AND PAYMENT:

A. Contractor shall bill County on a monthly basis, in arrears, for all of the equipment specified in Exhibit D, except for the Multi-loader equipment, which shall be billed on a quarterly basis, in arrears, on September 30, 2002, December 31, 2002, March 31, 2003 and June 30, 2003.

B. The total estimated contract amount for King/Drew, effective upon Board approval through June 30, 2003, is not to exceed \$137,380. The Contractor shall provide a prorated invoice for the first monthly billing and the first quarterly billing as specified in the Billing Schedule, referenced as Exhibit D.

C. All billings to County shall be in the name of Contractor as said name appears on the first page of this Agreement.

D. Billings shall be made and forwarded to the King/Drew Expenditure Management Office, as identified in Exhibit C, no later than ten (10) working days from the Billing Schedule referenced herein as Exhibit D. County shall pay Contractor within thirty (30) days of receipt of Contractor's complete and correct billing. In the event that a billing is submitted which contains some disputed items, County shall pay for all items on the invoice for which the information provided is complete and correct while the discrepant item(s) is (are) being resolved.

7. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between the County of Los Angeles and Contractor, and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County or Contractor.

Contractor understands and agrees that all persons furnishing services to County under this Agreement are, for purposes of workers' compensation liability, employees solely of Contractor and not County.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Contract Administrator, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, CA 90012 prior to commencing

services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees,

or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) any accident or incident relating to services performed under this Agreement which

involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours after occurrence.

(b) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County Contract Manager, within 24 hours from when the injury occurred.

(d) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

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

(6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all

subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

9. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph 9, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the delegatee or assignee on any claim under this Agreement, in consequence of any such County consent shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise. Shareholders or partners, or both, of Contractor may sell, exchange, assign divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall

be reduced only if County, in its sole judgement, determines that the transferee(s) is (are) lacking all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

10. CONTRACTOR INSOLVENCY:

A. Contractor shall be considered to be insolvent in the event of the occurrence of any of the following:

(1) If it has failed to pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Except as otherwise set forth in Paragraph 8A above, Contractor shall ensure that in the event of the occurrence of any of the above, neither the equipment provided under this Agreement, or this Agreement and any interest therein, shall be assignable or transfer-able in proceedings in attachment, garnishment, or execution against

Contractor, or in voluntary or involuntary proceedings in bankruptcy, insolvency, or receivership taken by or against Contractor, or by any process of law, including proceedings under Chapter X and XI of the Bankruptcy Act for the term of this Agreement.

11. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during Fiscal Year 2002-03, or any of County's future (July 1 - June 30) fiscal years unless and until County's Board of Supervisors appropriates funds to cover County's costs of this Agreement in County's Budget for such future fiscal year.

Should County's Board of Supervisors choose not to appropriate funds to cover County's costs of this Agreement, then this Agreement shall be deemed to have terminated as of July 1 of said future fiscal year.

12. CONTRACTOR'S OFFICES: Contractor's business offices are located at 7326 Jefferson Street, Paramount, CA 90723. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, of any change in its business address at least ten (10) days prior to the effective date thereof.

13. NOTICES: Notices hereunder shall be in writing and sent to the parties at the following addresses. The Director of Health Services shall have the authority to execute all notices

to be given by County under this Agreement. Addresses and parties to be notified may be changed by appropriate written notice.

A. Notices to County shall be addressed as follows:

- (1) Martin Luther King, Jr./Charles R. Drew
Medical Center
12021 S. Wilmington Avenue
Los Angeles, CA 90059

Attention: Chief Executive Officer or
Administrator

- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Attention: Chief

B. Notices to Contractor shall be addressed as follows:

C&A X-Ray
7326 Jefferson Street
Paramount, CA 90723

Attention: Vice President - General Manager

14. ADDITIONAL PROVISIONS: Attached hereto, and incorporated herein by reference, is a document labeled "Additional Provisions." The conditions and terms therein are part of this Agreement.

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

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

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

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ADDITIONAL PROVISIONS

TABLE OF CONTENTS

PARAGRAPH	PAGE
1. ADMINISTRATION	1
2. RECORDS AND AUDITS	1
3. NONDISCRIMINATION IN SERVICES	3
4. NONDISCRIMINATION IN EMPLOYMENT	4
5. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE	7
6. RULES AND REGULATIONS	7
7. UNLAWFUL SOLICITATION	7
8. CONFIDENTIALITY	8
9. CONFLICT OF INTEREST	8
10. SEVERABILITY	9
11. AUTHORIZATION WARRANTY	9
12. ALTERATION OF TERMS	9
13. GOVERNING LAWS	10
14. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES . . .	10
15. FAIR LABOR STANDARDS	11
16. EMPLOYMENT ELIGIBILITY VERIFICATION	11
17. RESTRICTIONS ON LOBBYING	12
18. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER	12
19. COVENANT AGAINST CONTINGENT FEES	13
20. TERMINATION FOR IMPROPER CONSIDERATION	13
21. TERMINATION FOR DEFAULT	14
22. TERMINATION FOR INSOLVENCY	17

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

PARAGRAPH	PAGE
23. TERMINATION FOR CONVENIENCE	18
24. SUBCONTRACTING	18
25. COUNTY LOBBYISTS	21
26. MERGER PROVISION	21
27. WAIVER	21
28. COMPLIANCE WITH APPLICABLE LAW	22
29. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	22
30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
31. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT	24
32. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT	25
33. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	25
34. CONDITIONS OF SPACE USE	26
35. CERTAIN EVENTS OF DEFAULTS	30
36. LIQUIDATED DAMAGES	32
37. COUNTY'S QUALITY ASSURANCE PLAN	33
38. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	34
39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	34
40. PURCHASING RECYCLED-CONTENT BOND PAPER	35

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

PARAGRAPH	PAGE
41. CONTRACTOR RESPONSIBILITY AND DEBARMENT	35
42. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	37
EXHIBIT A DESCRIPTION OF SERVICES	
EXHIBIT B EQUIPMENT INVENTORY	
EXHIBIT C BILLING LOCATION	
EXHIBIT D BILLING SCHEDULE	
EXHIBIT E PRINCIPAL OWNER INFORMATION FORM	
EXHIBIT F CHILD SUPPORT COMPLIANCE FORM	

ADDITIONAL PROVISIONS

MAINTENANCE AND REPAIR SERVICES AGREEMENT

1. ADMINISTRATION: Except as otherwise specifically provided hereunder County's Director of Health Services, or his authorized designee (collectively hereafter "Director") shall have the authority to administer this Agreement on behalf of County.

2. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain adequate financial records in accordance with generally accepted accounting principles, and such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. All financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts, shall be retained by Contractor for the term of this Agreement, and for a period of five (5) years thereafter. During the term of this Agreement, all such records shall be made available upon ten (10) business days prior written notice to authorized representatives of County's Auditor-Controller and County's Department of Health Services for purposes of inspection and audit.

B. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor,

Contractor shall file a copy of such audit report(s) with County's Auditor-Controller within thirty (30) calendar days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

C. Federal Access to Records: If, and to the extent that, Section 1861(v) (1) (I) of the Social Security Act [42 U.S.C. Section 1395x(v) (1) (I) is applicable, Contractor agrees that for a period of five (5) years following the cancellation or expiration of this Agreement, it shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of its duly authorized representatives, its contract(s), books, documents, and records 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 a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontractor shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

D. County Audit Settlements: If, at any time during the term of this Agreement or within five years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, or both, then said Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, credited against any further payments hereunder. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

E. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement, suspend all services hereunder, or provide Contractor with a notice with thirty (30) calendar days within which Contractor may cure said breach.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of

race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding

companies are and will be treated equally by it without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental handicap, in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental handicap, as required by all

applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its respective employment records during regular business hours to verify compliance with these provisions when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same will constitute a material breach of this Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that either Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that such party has violated the anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of \$500 pursuant to Civil Code Section 1671 as liquidated damages from said Contractor in lieu of cancelling, terminating, or suspending this Agreement.

5. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance.

6. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at the Medical Center such employees or agents shall be subject to the rules and regulations of the facility. It is the responsibility of Contractor to acquaint its employees or agents who provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees or agents from the provision of services hereunder upon receipt of written notice from Director that such employee's or agent's actions, while on County premises, may adversely affect the delivery of health care services.

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

said provisions by its employees. Contractor agrees to utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

8. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including but not limited to, billings, County records and patient records in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives. Contractor shall inform all its officers, employees, and agents providing services hereunder of said confidentiality provisions.

Contractor shall defend, protect and hold harmless County, its officers, employees, and agents, from and against any and all liability, expense, and demands arising out of the disclosure of records and information by Contractor, its officers, employees, or agents.

9. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables him/her to influence the award of this Agreement or any competing agreement and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor, or both, or have any other direct or indirect financial interest in this Agreement.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or

hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

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

11. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. ALTERATION OF TERMS: No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written

amendment to this Agreement which is formally approved and executed by the parties.

13. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

14. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law to perform technical related work and for the provision of services hereunder and shall further ensure that all its employees who perform services hereunder obtain and maintain in effect during the terms of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of all such applicable licenses, permits, registrations, and certificates shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth-Floor East, Los Angeles, California 90012, prior to commencing services under this Agreement. Contractor shall further ensure that all its personnel, including subcontractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such

licenses, permits, registrations and certificates shall be made available to County upon request.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees or agents for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees or agents performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees or agents performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees or agents for the period prescribed by law. Contractor shall

indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible.

Failure to comply with this requirement shall be considered a

material breach by Contractor for which County may immediately terminate this Agreement.

19. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

20. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement 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 the Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance

pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

21. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform the services within the time specified in the Agreement or any extension thereof; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform any of the other

provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two (2) circumstances, does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual

capacity, acts of the Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of 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 subcontractor, as determined by County, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies 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 determined by County.

D. If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 23 (Termination for Convenience) herein below.

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

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

22. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay it's debts in the ordinary course of business or cannot pay it's debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

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

23. TERMINATION FOR CONVENIENCE: This Agreement may be terminated, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by notice of Termination to Contractor specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective which shall be thirty (30) days after the notice is sent.

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

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

B. Transfer title and deliver to County all completed work and work in process; and

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

24. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter occasional need for highly specialized or unusual skills or special emergency services for which Contractor may

find it necessary to subcontract.

The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director. Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of director shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee should consent to subcontracting, Contractor shall include in all subcontracts under the terms of the following provision: "This contract is a subcontract under the prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of Los Angeles."

D. Contractor's request to Director or his/her

authorized designee(s) for approval to enter into a subcontract shall include:

(1) A description of the services (care is to be taken in choosing a subcontractor who provides maintenance and services for high-risk equipment, radiographic equipment to be provided by the subcontract.

(2) Identification of the proposed subcontractor and documented explanation as to the qualifications of the Subcontractor and the ability to complete the maintenance and repair services as stated and required in the Contract, and to include a description of Contractor's efforts to obtain competitive bids.

(3) Any other information and/or certifications requested by Director or his/her authorized designee.

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee shall not be construed to constitute a determination of

the allocability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

25. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles 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 Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately suspend or terminate this Agreement.

26. MERGER PROVISION: The body of this Agreement, including all of the attachments thereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

27. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

28. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, agents, or subcontractors of such Federal, State or local laws, ordinances, rules, regulations or directives.

29. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and support

obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one year, Contractor shall submit to County's Child Support Services Department a completed Principal Owner Information Form (P01 Form), incorporated herein as Exhibit E, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the P01 Form has been appropriately completed and provided to the County's Child Support Services Department with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees;

and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein as Exhibit F. Failure of Contractor to submit the CSCP Certification (which includes certification that the P01 Form has been submitted to the County's Child Support Services Department) to County's Child Support Services Department shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 29 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's Child Support Services Department shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 21 "Termination for Default."

31. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent

employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

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

32. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

____ 33. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A. Most Wanted: Delinquent Parents" poster in a prominent position at

Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

34. CONDITIONS OF SPACE USE: As part of County's consideration under this Agreement, Contractor is hereby granted permission to utilize for the term of this Agreement in accordance with the following terms and conditions, the County space identified by King/Drew as the Trauma Center identified in Exhibit B, if the space is available. Such use shall be solely by Contractor for the provision of services in accordance with this Agreement. It is expressly understood that this space use does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property.

A. Operation Space Responsibilities: Contractor shall:

- (1) Keep the area occupied clean, and in good repair.
- (2) Conduct the authorized activities in a courteous and professional manner; remove any agent, servant, or employee who fails to conduct the authorized activities on the premises in the manner heretofore described.
- (3) Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises, except for damage caused through no fault of Contractor, its employees or agents and damage caused by forces beyond Contractor's reasonable control, as determined by Director.

(4) Reasonably protect the personal property belonging to County or Contractor from theft, burglary, or vandalism. Written approval for the installation of Contractor's personal property and fixtures on premises hereunder, except office furniture such as computers, monitoring, diagnostic and testing equipment, desks, chairs and file cabinets, must be first obtained from Director.

(5) Assume the risk of loss, damage, or destruction to any and all fixtures and personal property belonging to Contractor that are installed or placed within the area occupied.

(6) Upon termination of this Agreement, and upon the written request of Director, restore the area occupied to the conditions that existed prior to the commencement of the activities authorized by this Agreement other than for (1) ordinary wear and tear and damage or destruction from forces beyond the reasonable control of Contractor, and (2) approved alterations, additions, or betterments made by Contractor in accordance with the terms and conditions set forth in this Paragraph.

B. Non-Structural Alterations and Improvements:

Contractor shall not make structural or non-structural alterations or improvements to the space utilized without the prior written consent of Director. Director shall

approve or disapprove such alteration, improvement, or installation requests from Contractor within thirty (30) calendar days of receipt of Contractor's written request.

Any alterations, improvements, or installations so approved shall be done at Contractor's expense.

All personal property, fixtures, and equipment which have been installed or placed by Contractor on the premises, shall be removed by Contractor within thirty (30) calendar days of the expiration or earlier termination of this Agreement. In the event of failure to remove such property or fixtures in accordance herewith County may elect to have such property or fixtures removed and stored, the cost of which shall be borne by Contractor. At Director's written request, Contractor shall restore premises to the original condition, except as set forth in Paragraph 5.A.6. above.

All permanent alterations, additions, or betterments to the premises furnished by Contractor or by County during the term of this Agreement shall remain the property of County upon the expiration or earlier termination of this Agreement.

C. Title: Contractor hereby acknowledges the title of County in and to the premises and covenants and agrees never to assail, contest, or resist said title. Any equipment and furniture provided by County to Contractor, as part of this

Agreement, and any supplements thereto, shall remain the property of County, and upon the expiration or earlier termination of this Agreement, Contractor shall surrender all such furniture in good condition to County, except for normal wear and tear, damage or destruction from forces beyond the reasonable control of Contractor and damage or destruction caused through no fault of Contractor, its employees or agents.

D. Right to Entry: The premises described herein shall be open upon request to the inspection of authorized County representatives.

E. Administration of County Space: County does not grant or delegate to Contractor hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space assigned Contractor for use under this Agreement.

F. Authority to Stop: In the event that any activity conducted by Contractor on County premises endangers the health or safety of County patients, County personnel, or others, Contractor shall forthwith cease such activity, at the first knowledge of such danger, whether determined independently by a Contractor, or advised by Director. In addition, Director may at his sole discretion, close or secure the premises where the activity has been conducted

until the endangering activities cease and/or are abated.

G. Damage to County Facilities, Buildings, or Grounds:

Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor, except for damage or losses caused by other persons or companies making pick-ups from or deliveries to County or causes beyond the reasonable control of Contractor, as determined by Director. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs, after giving Contractor at least thirty (30) calendar days written notice of its intent. All commercially reasonable costs incurred by County, as determined by Director, for such repairs shall be repaid by Contractor by cash payment upon Director demand.

35. CERTAIN EVENTS OF DEFAULTS: In addition to the other provisions of this Agreement, the following shall constitute defaults by Contractor upon which County may terminate this Agreement:

A. Contractor's abandonment, or discontinuance of maintenance and repair operations in the facilities for more

than the time period as determined mutually between County and Contractor.

B. The failure of Contractor to perform as required by this Agreement, where such failure continues for more than seven days after written notice from Director to correct the problem therein specified.

C. The failure of Contractor to keep, perform and observe all other promised, covenants, conditions and agreements for more than seven days after written notice from Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required to cure the particular default within seven days after such notice and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by Director.

D. If, in the sole judgement of Director, Contractor fails to supply an adequate work force, adequate equipment, or fails in any respect to execute the work with the diligence, force and quality specified in this Agreement, written notice thereof shall be served upon Contractor and should Contractor fail to provide means for satisfactory compliance as directed within the time specified, County may terminate Contractor's control and negotiate with Contractor's sureties for satisfactory performance of all

services under this agreement.

E. Transfer of the majority controlling interest of Contractor to persons other than those who are in control at the time of the execution of this Agreement without written approval thereof by Director.

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

36. LIQUIDATED DAMAGES: All time limits and acts required to be done by Contractor are of the essence of this Agreement. Should Contractor fail to perform or complete the services required to be done within seven (7) days after written notice is provided pursuant to Paragraph 34 (Certain Events of Defaults) hereinabove, it is mutually understood and agreed that damages will occur and that such damages will be impracticable or extremely difficult to fix as to the extent of actual damages resulting from the failure of Contractor to correct a deficiency within such time frame. A reasonable estimate by the parties of such damage is Two Hundred Dollars (\$200) per day for each day exceeding such seven (7) days. Therefore, the parties agree that Contractor shall be liable to County for liquidated damages, and not as a penalty, in the amount of Two Hundred Dollars (\$200) per day for each day exceeding such seven (7) days.

Additionally, and notwithstanding the above provision, should Contractor fail to correct deficiencies within such seven (7) days, Director or his/her authorized designee, may upon giving five (5) days notice to Contractor, correct any and all deficiencies. All costs incurred by County as determined by County, to perform such services by an alternate source, whether with County employees or another Contractor, shall be deducted and forfeited from any amounts due to Contractor from County. Such deductions shall not be construed as a penalty but as adjustment of payment to Contractor for only the services actually performed, and the recovery of County cost and damages from the failure of Contractor to perform or otherwise comply with the provisions of this Agreement.

37. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate Agreement or

impose other penalties as specified in Agreement.

38. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set for in Internal Revenue Service Notice 1015.

40. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, Contractor, agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by Contractor under this Agreement.

41. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may or otherwise in addition to other remedies provided in the contract, debar

Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, 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 County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director 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 County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative, or both, shall

be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

42. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason

whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

AGREECD1998.AMB
amb:7/10/02

EXHIBIT A

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED:

A. Contractor shall provide routine preventive maintenance and as-needed repair services for the equipment (hereafter "System" or "Systems", as appropriate) listed in Exhibit B, attached hereto and incorporated herein by reference, at the rates agreed upon by County and Contractor for each System. All services shall be performed in accordance with the terms and conditions described in this Exhibit. Contractor's services shall include, but not be limited to, the following:

1. Develop and maintain a comprehensive equipment inventory and preventive maintenance schedule;

2. Provide weekly routine maintenance service on equipment listed in Exhibit B, with the exception of all Multi-loader equipment , which shall be maintained on a monthly basis.

3. Perform emergency repair services as requested by the Chief of Radiology or designated staff.

4. Provide weekly chemistry delivery to Room T1-101G, and bi-weekly chemistry waste pick-up, from Rooms T1-101H, T1-101G, T1-101I, T1-311, T1-200, TO-208B, TO-211, 1E14 and

1E18, all of which are located in the Trauma Center of King/Drew.

5. Replace any and all defective parts to the equipment listed in Exhibit B, in accordance to the manufacturer's specifications and as agreed upon by both parties.

6. Test weekly equipment operation, including all pumps and reservoir stations.

7. Provide all reservoir tanks with sub-tanking for each processor, and maintain all tubing, clamps and pumps to re-circulate, and pump for each processor.

Contractor shall follow the policy guidelines established by the County of Los Angeles, Department of Public Works. These guidelines are available for review by contacting the Chief Radiology, at King/Drew Medical Center. Contractor to ensure that no part per million should go down any drain system.

2. COMPREHENSIVE EQUIPMENT INVENTORY AND PREVENTIVE MAINTENANCE SCHEDULE:

A. Contractor shall, as a minimum, provide on-site response service personnel, who are able to respond to the Chief Radiology or designated staff at King/Drew.

Such service personnel shall be of a sufficient number so as to be available to provide preventive maintenance and repair services to equipment located at the Trauma Center

in accordance to the equipment inventory listing referenced herein as Exhibit B.

All such service personnel shall be appropriately licensed, certified, credentialed or trained to perform the maintenance and repair services as required by the manufacturer and shall have, as a minimum, knowledge and expertise to perform the requirements as listed below:

- (1) Diagnosis and inspection of equipment to determine maintenance and repair needs; and
- (2) Routine cleaning and lubrication, as necessary, and
- (3) Electrical and safety inspections, as necessary, including calibration and functional testing; and

Maintenance and repair services provided hereunder shall include all labor and parts at no additional cost to County. Unserviceable parts shall be replaced by new parts equivalent to the original manufacturer's parts, (hereafter "OEM") when requested by King/Drew's Chief of Radiology or designated staff.

B. Within ninety (90) calendar days of the effective date of this Agreement, Contractor shall, in association with appropriate Medical Center staff, develop and maintain a comprehensive equipment inventory listing of equipment

and systems covered under this Agreement and located at King/Drew Medical Center. Such inventory shall identify each System by type,model number, serial number, Los Angeles County Capital Asset Leasing (LACCAL) or Los Angeles County number (if available), location (including building and/or room number). For all County owned equipment, Contractor shall develop a sufficient number of computers to maintain the inventory and database. In addition, said inventory shall include Contractor's recommendations, in writing, regarding which equipment listed in Exhibit B does not meet regulatory compliance standards. For such equipment, Contractor shall provide Director with an itemized report of the repair(s) necessary, including estimated cost of such repair or preventive maintenance required to bring said equipment up to regulatory compliance standards. Director may authorize said repair(s) or reconditioning or take said equipment out of service. Repair or reconditioning, when authorized by the Director in writing, shall be considered for purpose of this Agreement.

C. Risk Management Program: Contractor shall, in association with Medical Center staff, develop and maintain an equipment risk management program which shall provide written documentation of any System, System component(s) or

System part(s) which have been involved in a medical incident (e.g., any mechanical problem/failure which involves injury to a patient). Such documentation shall describe the incident, describe the System, System component(s) or System part(s) involved in the incident, and shall describe any inspection performed by Contractor on such System, System component(s) or System part(s) as a result of an incident. Any System, System component(s) or system part(s) which have been involved in an incident shall be removed by Contractor and, when requested by Medical's Risk Manager, retained by Contractor.

D. Routine and Emergency Repair Services:

(1) Contractor shall provide on-site emergency service, twenty-four (24) hours per day, seven (7) days per week, including holidays, for all equipment as listed in Exhibit B located at King/Drew Trauma Center.

(2) Contractor shall provide telephone confirmation within one (1) hour from notification of required service by Medical Center staff and will provide technician(s) on-site within two (2) hours of initial call.

Services shall include all labor and all parts. Travel time is included for 7/24 coverage provided. County shall provide Contractor's personnel full and free access to the systems to perform such services.

If, upon arrival at Medical Center, Contractor determines that the System cannot be immediately repaired, then Contractor's service representative shall indicate, in writing, an estimated timeframe for such repair(s).

E. Equipment Maintenance:

(1) Preventive Equipment Maintenance Services;
Contractor shall provide preventive maintenance services for all of the equipment listed in Exhibit B, semi-annually on December 1, 2002 and June 1, 2003.

The personnel providing preventive maintenance to the equipment will be required to comply with all appropriate licensing and accrediting agency [e.g., Joint Commission on the Accreditation of Healthcare Organizations (hereafter "JCAHO"), Occupational Safety and Health Administration (hereafter "OSHA"), Title 22,] and CAP standards.

Preventive maintenance services shall include, but are not be limited to, inspection, cleaning and lubrication, safety inspection, functional tests and adjustments or calibrations necessary to facilitate proper functioning of the equipment, and replacement of worn, defective or broken parts with new parts specifically designed for the equipment.

Preventive maintenance services exclude services required under a manufacturer's warranty, providing

equipment upgrades, modifications, installation of equipment, or equipment relocation.

Contractor shall include, as part of such semi-annual preventive maintenance schedule, the equipment preventive maintenance requirements established by the equipment manufacturer for specific equipment. In any event, Contractor shall ensure that all equipment is maintained to minimum regulatory compliance standards as specified by the equipment manufacturer.

(2) Major Equipment Overhaul Services: Contractor shall provide regularly scheduled major overhaul services for all equipment listed in Exhibit B during the scheduled preventive maintenance service in accordance with the OEM's recommended schedule for such services.

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

(4) Rework: Contractor shall rework improperly repaired equipment, as requested by the Chief of Radiology or designated staff, correct any damage

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

(5) Equipment Abuse and/or Negligence: All breakage or damage to equipment due to abuse and/or negligence shall first be verified and determined to be breakage or damage due to abuse and/or negligence by County personnel. Contractor shall repair such equipment broken and/or damaged due to abuse and/or negligence on the part of Medical Center personnel only with the prior written authorization of County. Such services shall be considered "Out-of-Scope" services and shall be billed at the rate of \$60.00 per hour for service on the Processors, and \$185.00 per hour for service on the Daylight Loaders, Monday through Friday, 8:00 a.m. to 5:00 p.m.

(6) Additional Equipment: County may, from time to time, add additional equipment, to the current contract, to include third party modalities currently covered under warranty or extended warranty, as such warranties expire. Any adjusted price under this

Paragraph shall be based on the rates, by type of equipment, listed in Exhibit B. In the event the equipment being added is not listed in Exhibit B, the maintenance and repair rates for this equipment shall be the rates paid by County under the warranty or extended warranty or ten percent (10%) per year of the purchase price of the equipment, as appropriate. County shall determine the purchase price of the equipment. Contractor will ensure that connectivity and interfacing can occur within the system(s) referenced in Exhibit B.

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

designated radiology staff upon completion of service by the service technician.

3. EXCLUSIONS:

A. Contractor has no obligation to provide the repair services above should any repair be required because of causes other than ordinary use of the systems, as determined by County. Such cases include, but are not limited to:

(1) Improper use, neglect, misplacement, air conditioner or humidity control malfunction or failure, Medical Center electrical system malfunction or failure;

(2) Repair, maintenance, modification, relocation, or reinstallation by any other than Contractor authorized personnel;

(3) Acts of God, fires, floods, war, acts or sabotage, riots, accidents, or other such causes.

4. EQUIPMENT PERFORMANCE STANDARDS: The guaranteed performance uptime for each system is a minimum of 95%. The performance of each system will be reviewed four (4) times a year during each year the system is covered under this Agreement. Should the system fail to meet the uptime criteria in any calendar month, a credit based upon the service contract price for the affected system, for the calendar month will be determined as follows:

<u>Equipment Uptime</u>	<u>Quarterly Price Credit</u>
95% - 100% uptime	0%
90% - 94.9% uptime	5%
85% - 89.9% uptime	10%
80% - 84.9% uptime	15%
Below 79.9% uptime	20%

The basis for each measurement period is the total number of hours per day the system is in service at the Medical Center times number of days in service per month. Downtime is calculated from the time a telephone call is made to Contractor.

Downtime shall be determined monthly in accordance with the following:

Total hours per day System is in service times the number of days in service per month times 95%

The System shall be considered out-of-service if the System is 100% inoperable and not able to perform the function it was designed to perform. County will determine the function of the system.

Time spent on regularly scheduled maintenance, repair, adjustments, and replacements, as well as time spent on other than normal equipment failure will be excluded from these performance calculations. Additionally, time the System is not operable due to damage from, misuse, operator error, inadequate environmental or air conditioning protection, failure or fluctuations in Medical Center's electrical power supply, acts of

God, strikes or fires, will also be excluded from these performance standards.

Contractor shall maintain a log specifying the dates and the causes of all unplanned equipment downtime. King/Drew Radiography Staff will validate the log on a monthly basis. Credit shall be applied to the next following month's invoice.

Service uptime below the 79.9% uptime defined above, for thirty (30) consecutive calendar days or more, shall be considered a default and County shall give Contractor notice thereof, pursuant to the provisions of Paragraph 1.D. in the body of the Agreement.

5. GENERAL CONTRACTOR REQUIREMENTS:

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

B. Recruitment: Contractor shall screen all personnel prior to assigning such personnel to provide services at Medical Center to assure that all such persons have the qualifications and training necessary to perform the services contemplated under this Agreement. All such service personnel shall be appropriately licensed, certified, credentialed, registered or trained to perform

the maintenance and repair services and shall have, as a minimum, knowledge and expertise in the following areas:

- (1) Diagnosis and inspection of each system to determine maintenance and repair needs;
- (2) Routine cleaning and lubrication, as necessary, of each System;
- (3) Electrical and safety inspections, as necessary, of each System; and
- (4) Calibration and functional testing, as necessary.

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

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a county employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to

County Center's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

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

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

E. Physical Examination: Contractor shall ensure that each person who performs services under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, or an annual or biannual basis, as required by the JCAHO and Section 70723, Title 22, California Code of Regulations and shall provide County, upon request, with evidence that each such person is free of infectious/contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place, is immunized against common communicable diseases, has received an initial chest X-ray, an annual TB skin test or

TB symptoms evaluation or periodic chest X-ray, a measles (Rubeola) and Rubella anti-body titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

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

EXHIBIT B

INVENTORY OF TRAUMA CENTER

IMAGING PROCESSORS AND RELATED EQUIPMENT

KING/DREW TRAUMA CENTER EQUIPMENT LOCATION	DESCRIPTION/SERIAL #	LACAL NUMBER
TI-101G (CT/ANGIO)	MULTILOADER FEM 430 M07 S/N # 7629031523B	31697
TI-101G (CT/ANGIO)	PROCESSOR S/N # FPM 6000SP	31687
T1-1011 (CT/ANGIO)	PROCESSOR FPM 6000SP S/N # 7679861043B	31689
T1-311 (BAY)	LASER AND PROCESSOR FL-IMD S/N # 7654378	31692
T1-311 (BAY)	MULTI-LOADER FEM430 MOL-7 S/N # 7659031546b	31698
T1-311 (BAY)	PROCESSOR FPM5000SP S/N #7659861035B	31686
T1-200 (ICU)	LASER & PROCESSOR FL-IMD S/N # 7654376	31691
TO-208B (BASEMENT)	LASER & PROCESSOR S/N# 6653413	N/A
TO-208B (BASEMENT)	MULTI-LOADER FEM 430MOL-7 S/N #7619091517B	31695
TO-208B (BASEMENT)	PROCESSOR FPM 6000SP S/N # 6619861017	31744

KING/DREW TRAUMA CENTER EQUIPMENT LOCATION	DESCRIPTION/SERIAL #	LACAL NUMBER
TO-208B (BASEMENT)	MULTI-LOADER FEM 430ML7 S/N# 7619031514B	31696
TO-208B (BASEMENT)	PROCESSOR FPM 6000SP S/N # 7669861039B	31688
TO-211 (MAMMO/US)	MULT-LOADER FEM 430MOL-7 S/N #76669031553B	31699
TO-211 (MAMMO/US)	PROCESSOR FPM 6000 SP S/N #767981044B	31745
TO-211 (MAMMO/US)	LASER & PROCESSOR FL-IM-D 7654365	31694
IE-14 (EMERGENCY) RADIOLOGY	LASER & PROCESSOR S/N #2692565	N/A
IE-18 (EMERGENCY) RADIOGRAPHY	LASER & PROCESSOR FL IMD S/N # 8675233	N/A

EXHIBIT C

BILLING LOCATION AND

ADDRESS OF MEDICAL CENTER

KING/DREW MEDICAL CENTER

EXPENDITURE MANAGEMENT

12021 SOUTH WILMINGTON AVENUE, ROOM 219

LOS ANGELES, CA 90059

EXHIBIT D

BILLING SCHEDULE

KING/DREW TRAUMA EQUIPMENT LOCATION	DESCRIPTION/SERIAL NUMBER	MONTHLY COST*	BILLING SCHEDULE
TO-208B (BASEMENT)	LASER & PROCESSOR S/N# 6653413	\$645.00	MONTH END
TI-101G (CT/ANGIO)	PROCESSOR S/N # FPM 6000SP	\$645.00	MONTH END
T1-1011 (CT/ANGIO)	PROCESSOR FPM 6000SP S/N # 7679861043B	\$645.00	MONTH END
T1-311 (BAY)	LASER AND PROCESSOR FL-IMD S/N # 7654378	\$645.00	MONTH END
TO-208B (BASEMENT)	PROCESSOR FPM 6000SP S/N # 6619861017	\$645.00	MONTH END
T1-311 (BAY)	PROCESSOR FPM5000SP S/N #7659861035B	\$645.00	MONTH END
T1-200 (ICU)	LASER & PROCESSOR FL-IMD S/N # 7654376	\$645.00	MONTH END
IE-18 (EMERGENCY) RADIOLOGY	LASER & PROCESSOR FL IMD S/N # 8675233	\$645.00	MONTH END
IE-14 (EMERGENCY) RADIOLOGY	LASER & PROCESSOR S/N #2692565	\$645.00	MONTH END
TO-211 (MAMMO/US)	PROCESSOR FPM 6000 SP S/N #767981044B	\$645.00	MONTH END
TO-208B (BASEMENT)	PROCESSOR FPM 6000SP S/N # 7669861039B	\$645.00	MONTH END
TO-211 (MAMMO/US)	LASER & PROCESSOR FL-IM-D 7654365	\$645.00	MONTH END
		QUARTERLY COST*	
TO-211 (MAMMO/US)	MULTI-LOADER FEM 430MOL-7 S/N #76669031553B	\$2,225.00	Sept. 30, 2002, Dec. 31, 2002 March 31, 2003, June 30, 2003

T1-311 (BAY)	MULTI-LOADER FEM430 MOL-7		Sept. 30, 2002, Dec. 31, 2002,
	S/N # 7659031546b	\$2,225.00	March 31, 2003, June 30, 2003
TI-101G (CT/ANGIO)	MULTILOADER FEM 430 M07		Sept. 30, 2002, Dec. 31, 2002
	S/N # 7629031523B	\$2,225.00	March 31, 2003, June 30, 2003
TO-208B (BASEMENT)	MULTI-LOADER FEM 430ML7		Sept. 30, 2002, Dec. 31, 2002
	S/N# 7619031514B	\$2,225.00	March 31, 2002, June 30, 2003
TO-208B (BASEMENT)	MULTI-LOADER FEM 430MOL-7		Sept. 30, 2002, Dec. 31, 2002
	S/N #7619091517B	\$2,225.00	March 31, 2002, June 30, 2003

* Contractor shall prorate the first month billing and the first quarterly billing due to a shorten contract month.

ESTIMATED ANNUAL COST:

\$ 92,880

(For equipment paid on a monthly basis)

ESTIMATED ANNUAL COST:

\$ 44,500

(For equipment paid on a quarterly basis)

TOTAL ESTIMATED CONTRACT COST:

\$ 137,380