

## STATEMENT OF WORK

### RADIOLOGY INJECTION SYSTEMS MAINTENANCE AND REPAIR SERVICES

This Appendix A ("SOW" or "Statement of Work") to the Request for Rates ("RFR") for Radiology Injection Systems Equipment Maintenance and Repair Services ("EMARS") sets forth the scope and requirements for provision by Contractor of maintenance, support and repair services ("Maintenance and Repair Services" or "Services") for the System (as defined below) to be provided by selected Contractor(s) pursuant to the Master Agreement(s) awarded as a result of the RFR for the Services.

The following attachments are attached to and included in this Statement of Work:

Attachment A.1 – County Facilities

Attachment A.2 – Performance Requirements Summary Chart

#### 1.0 OVERVIEW

Contractor shall provide Maintenance and Repair Services as described in this Statement of Work for County Facilities identified in Attachment A.1 – County Facilities hereto, in exchange for payment of applicable rates and fees set forth in the Rate Schedule. The scope of Services shall include, but is not limited to, the following:

- A. Routine Maintenance and Repair Services;
- B. As-needed equipment support and repair;
- C. System software maintenance and support;
- D. Development and ongoing maintenance of a comprehensive Equipment inventory and scheduled maintenance;
- E. Additional Services, if authorized by the County, provided pursuant to the requirements set forth in Section 4.0 – Additional Services below;
- F. Development and maintenance of Equipment risk management program.

#### 2.0 DEFINITIONS

Unless defined herein, the terms and phrases used throughout this Statement of Work shall have the particular meanings given to such terms in the Master Agreement or the RFR. The terms and phrases used throughout the Statement of Work, with the initial letter capitalized where applicable, shall have the meanings specified below in this Section. 2.0.

- 2.1 “Additional Services” – shall have the meaning specified in Section 4.0 – Additional Services of this SOW.
- 2.2 “After Hours” – shall mean hours other than Regular Business Hours.
- 2.3 “Correctional Facility” – shall mean any facility listed under Integrated Correctional Health Services in Attachment A.1 – County Facilities.
- 2.4 “Equipment or System” – shall mean any instrument, apparatus, machine or other similar or related article, together with all associated or installed software, hardware, components, parts, accessories, replacements and upgrades, comprising a Radiology Injection System intended for the diagnosis, care, treatment or monitoring of a Facility patient.
- 2.5 "Maintenance Database" – shall have the meaning specified in Section 3.3.1 – Equipment Inventory of this SOW.
- 2.6 “Maintenance Services” – shall have the meaning specified in Section 3.1 – Maintenance Services of this SOW.
- 2.7 “Medical Incident” – shall mean the involvement of any Equipment covered under this Master Agreement that has or may have caused or contributed to a patient’s injury, serious illness or death.
- 2.8 "Rate Schedule" – shall mean a schedule of rates and/or fees for provision of Services under the Master Agreement, as proposed by Contractor in Appendix C – Rate Schedule to the RFR, which shall become Exhibit B – Rate Schedule to the resultant Master Agreement.
- 2.9 “Regular Business Hours” – shall mean Monday through Friday, between 8:00 a.m. and 5:00 p.m. Pacific Time (PT), excluding County holidays.
- 2.10 “Repair Services” – shall mean the restoration of each piece of Equipment to its original function, on an as-needed basis, as may be required by the Facility in response to the failure or malfunctioning of such Equipment.
- 2.11 “Services” – shall mean and refer to Maintenance Services, Repair Services and other tasks and responsibilities of Contractor set forth in this SOW and elsewhere in the Master Agreement.

### **3.0 SCOPE OF SERVICES**

Contractor shall provide all Services described under this Section 3.0 during Regular Business Hours, at the rates and fees set forth in the Rate Schedule, which shall be inclusive of any and all travel expenses, labor and parts. All Services described in this Section 3.0 shall be provided at no additional cost to the County beyond the rates and fees specified in such Rate Schedule.

Contractor shall ensure that Equipment complies with all applicable current and future local, State and Federal requirements.

### **3.1 MAINTENANCE SERVICES**

- 3.1.1 Contractor shall provide routine, preventive and regularly scheduled maintenance services as required by the manufacturer's maintenance instructions ("Maintenance Services") for all Equipment covered under the Master Agreement at the rates and fees set forth in the Rate Schedule. Maintenance Services shall be provided at a minimum annually, as required by the manufacturer's maintenance instructions. All Maintenance Services shall be provided by staff trained/certified by the manufacturer as applicable. Maintenance Services shall be performed at a time mutually agreed upon by authorized personnel of the serviced Facility and Contractor. The number of scheduled Maintenance Service visits shall meet the reasonable needs of each Facility, shall be performed at regularly scheduled intervals, and shall comply with all appropriate licensing and accrediting agencies and standards, including but not limited to The Joint Commission, Occupational Safety and Health Administration ("OSHA"), California Code of Regulation ("CCR") Title 22, and College of American Pathologists ("CAP") standards, as applicable. In any event, Contractor shall ensure that all Equipment is maintained in accordance with all minimum regulatory compliance standards.
- 3.1.2 Maintenance Services shall include, but are not limited to, diagnosis; inspection; cleaning; lubrication; safety inspection; functional tests; adjustments or calibrations necessary to facilitate proper functioning of the Equipment; and, as applicable, any other Services to ensure compliance with the regulatory agencies' requirements and guidelines. Maintenance Services shall also include (i) replacement of any worn, defective or broken Equipment parts or components with new and/or Contractor-certified parts or components specifically designed for the Equipment, and (ii) replacement of any unserviceable Equipment parts or components with original equipment manufacturer ("OEM") parts or components or new parts or components equivalent to the OEM parts or components in performance and 100% compatible with the rest of the Equipment.
- 3.1.3 Contractor shall provide Maintenance Services for any and all Equipment that is added or replaced by County during the term of the Master Agreement. In the event of such addition or replacement of Equipment on Appendix C – Rate Schedule shall be updated accordingly, as applicable. Contractor shall also provide any bug fixes, patches, minor enhancements, updates and modifications to

the hardware and software as soon as they become available, all at no additional charge to the County.

- 3.1.4 Compliance with Regulatory Agencies – Contractor shall ensure that Equipment complies with all applicable current and future local, State and Federal requirements.

### **3.2 AS-NEEDED REPAIR SERVICES**

- 3.2.1 In response to a request from a Facility, Contractor shall provide as needed Repair Services to repair Equipment, including minor and major repairs (e.g. replacement, modification, refurbishing, etc.), based on the Rate Schedule. Included within the scope of emergency and non-emergency Repair Services are Equipment problem diagnoses and correction of Equipment malfunctions and/or failures. Contractor shall be responsible for any and all costs associated with Repair Services, except as provided in Section 3.9 – Exclusions below.
- 3.2.2 Contractor shall provide non-emergency Repair Services, as determined by the County, during Regular Business Hours. Upon request for non-emergency Repair Services, Contractor shall respond telephonically to Facility's Project Manager, or designee, within four (4) hours of the request and shall provide a technician onsite where the Equipment is located to perform the Services no later than by 5:00 p.m. of the next business day. If any non-emergency Repair Services commence prior to 5:00 p.m. on a business day, but extend beyond 5:00 p.m., Contractor shall not charge County for any additional costs over and above the hourly Labor Rates set forth in the Rate Schedule, if any are applicable.
- 3.2.3 Contractor shall provide emergency Repair Services, as determined by County, twenty-four (24) hours per day, seven (7) days a week, 365/366 days per year, including during all holidays. Upon request for emergency Repair Services, Contractor shall respond telephonically to Facility's Project Manager, or designee, within one (1) hour of the request and shall provide a technician onsite where the Equipment is located to perform the Services within four (4) hours of receiving such request for emergency Repair Services.
- 3.2.4 Contractor shall provide any and all Equipment parts components required for emergency and non-emergency Repair Services at Contractor's cost and expense, except as provided in Section 3.9 – Exclusions below.

- 3.2.5 If, upon arrival at the County Facility, Contractor's technician determines that the Equipment cannot be immediately repaired, then Contractor's technician shall notify Facility's Project Manager within four (4) hours in writing (email acceptable). Written notification shall include an estimated timeframe for repair and cost. If the Contractor's technician takes the Equipment offsite to be repaired or assessed, the Contractor's technician shall immediately provide written documentation to the Facility's Project Manager to that effect together with the Contractor's technician's name, Equipment serial number, a description of the Equipment removed and date and time the Equipment was removed. A written assessment and estimated timeframe for repair shall be provided to the Facility's Project Manager within twenty-four (24) hours of removal from the Facility.
- 3.2.6 Contractor shall notify Facility's Project Manager and provide recommendations for the replacement of Equipment for which parts or other components are no longer available.

### **3.3 COMPREHENSIVE EQUIPMENT INVENTORY AND MAINTENANCE SCHEDULE**

#### **3.3.1 EQUIPMENT INVENTORY**

In accordance with Section 3.4 – Service-Tracking and Inventory Database, Contractor shall utilize and maintain a comprehensive Maintenance Service tracking and inventory database ("Maintenance Database"), which will be web-accessible by the County for the purpose of querying Maintenance Service status, Maintenance Service schedules, inventory lists and generating reports. The Maintenance Database shall be capable of generating an inventory list of all Equipment maintained pursuant to the Master Agreement and specified in the Rate Schedule. As further specified in Section 3.4.3 below, Contractor's Equipment inventory list shall include the Equipment's description, manufacturer's name, model number, serial number, and specific location (e.g. address, room number). Upon the Effective Date of the Master Agreement, Contractor shall input and populate into the Maintenance database all Equipment described in the Rate Schedule.

#### **3.3.2 MAINTENANCE SCHEDULE**

Within thirty (30) calendar days of the Effective Date of the Master Agreement, Contractor shall provide Facility's Project Manager with a Maintenance Service schedule for all Equipment maintained pursuant to the Master Agreement and specified in the Rate Schedule. The Maintenance Service schedule shall be updated and provided to Facility's Project Manager on a quarterly basis.

Contractor shall include, as part of such Maintenance Service schedule, the Maintenance Service requirements established by the OEM standards for all Equipment maintained hereunder.

### **3.4 SERVICE-TRACKING AND INVENTORY DATABASE**

Contractor's Maintenance Database shall electronically manage all Repair Services (emergency and non-emergency), Maintenance Services and County's Equipment inventory. Contractor shall make its Maintenance Database available and accessible to the County online in read-only mode via the internet and be password protected. The Contractor will provide access for an unlimited number of County users, as determined by County, during the term of the Master Agreement, with at least five (5) users being able to simultaneously access the Maintenance Database at any time. Contractor shall implement and maintain the Maintenance Database commencing upon the Effective Date of this Master Agreement and throughout the term of the Master Agreement. This Maintenance Database shall be accessible twenty-four (24) hours a day, seven (7) days a week, 365 days a year, with the exception of any scheduled and pre-approved by County in writing maintenance downtime. Contractor shall provide the County with online query and report generating functionality in accordance with Sections 3.4.1 through 3.4.3 below and elsewhere in this Statement of Work.

Upon completion of Maintenance Services or Repair Services, Contractor shall update and enter status by the end of the next business day, with the Maintenance Database being automatically updated within four (4) hours of each entry. Contractor's comprehensive Equipment service-tracking and inventory database shall track and document the following information:

#### **3.4.1 Repair Services, including but not limited to the following:**

- Date and time of Repair Service calls are placed by the County;
- Dates and times Repair Service calls are dispatched and completed by Contractor;
- Facility from which Repair Service call was placed by the County;
- Name of the County personnel who placed the request for Repair Service call;
- Serial number and description of Equipment serviced;
- Location of Equipment serviced;

- Description of problem and estimated time and date of completion of Repair Services;
- Description of work completed or disposition of work in progress, including a listing of parts or components replaced or placed on order;
- Complete, documented Repair Service history of each piece of Equipment; and
- Service technician's full name;

3.4.2 Maintenance Services, including but not limited to the following:

- Date and time of Maintenance Services completed for each Equipment;
- Facility for which Maintenance Services are completed for each Equipment;
- Serial number and description of Equipment serviced;
- Description of work completed or disposition of work in progress, including a listing of parts or components replaced or placed on order;
- Complete, documented Maintenance Service history for each piece of Equipment for each Facility; and
- Service technician's full name;

3.4.3 Comprehensive Equipment inventory list, including but shall not limited to the following:

- Equipment description (manufacturer's name, model number, and serial number);
- Equipment location (e.g. address, room number);
- Equipment Maintenance Services schedule;
- Equipment Repair Services history; and
- Equipment replacement information (if applicable).

### 3.5 DAMAGE AND/OR LOSS

Contractor shall, at no cost to the County, replace and/or repair, to the extent repairable (at time of servicing), any and all Equipment and/or parts

thereof which suffer breakage, damage or loss as a result of or in the process of provision of Services or otherwise caused by or by the Contractor. Any replaced or repaired Equipment shall be of the same or better quality than the Equipment damaged or lost, as determined by County. To the extent Contractor is unable to repair or replace the damaged or lost Equipment to County's satisfaction, Contractor shall reimburse the County for the fair market value of such damaged or lost Equipment, as determined by County.

### **3.6 REWORK**

Contractor shall promptly rework any improperly repaired Equipment, as determined by County, correct any damage resulting therefrom, and supply all necessary parts, components and materials, all at no cost to County. Contractor's service personnel shall also repair any defective parts or components purchased and installed by such personnel and shall repair any damage to the Equipment resulting from, and to the extent of, Contractor's negligence, willful misconduct or conduct inconsistent with the requirements of the Master Agreement or industry standards, all at no cost to County.

### **3.7 ANNUAL REPORTS**

3.7.1 Contractor shall maintain a record of all services, parts, components and repairs provided for the Equipment pursuant to the Master Agreement and specified in the Rate Schedule and shall provide a report with such information to County on an annual basis and as reasonably may be requested by County. Annual reports shall be based on information generated from Contractor's Maintenance Database in accordance with Section 3.4 – Service-tracking and Inventory Database and shall include, at a minimum, calibration of Equipment used to service the Equipment, Maintenance Services performed including parts and other components provided, and emergency and non-emergency Repair Services completed, including parts and other components provided.

3.7.2 Format, content and due date for the annual reports must be arranged with and approved by the Facility's Project Manager. Annual reports shall be submitted to Facility's Project Manager on the due date agreed upon by Facility's Project Manager and Contractor.

### **3.8 CONTRACTOR'S WORK SCHEDULE**

Contractor shall submit to each Facility's Project Manager for review and approval a work schedule within ten (10) days prior to starting any pre-

scheduled work. Facility's Project Manager's review and approval must be obtained before Contractor may commence work. Work schedules shall be set on an annual calendar identifying all the required ongoing maintenance tasks and task frequencies. The schedules shall list the time frames (day of the week, morning, and afternoon) as to when the tasks will be performed. Any changes to pre-approved scheduled work shall be submitted to the Facility's Project Manager for review and approval at least within five (5) working days prior to scheduled work time.

### **3.9 EXCLUSIONS**

Contractor may not be financially responsible for provision of Repair Services described above if any one of the following circumstances exist:

- 3.9.1 Defects or damage to Equipment resulting from gross misuse, abuse or gross negligence by County, acts of God or other disasters, with no fault or negligence of Contractor.
- 3.9.2 Repair, maintenance, modification or reinstallation of Equipment by any personnel other than that authorized, recommended or approved by Contractor or with the written consent of Contractor.

Contractor shall provide a written notification to Facility's Project Manager if Equipment is defective or is caused by any of the exclusions described herein, together with an explanation as to why, and an estimated cost for bringing the Equipment to a properly functional state. Any services or other work (including repair or replacement) to bring the Equipment to a properly functional state shall be provided in the form of Additional Services in accordance with Section 4.0 – Additional Services below and shall not be provided until a mutually agreeable amendment or other modification to the Master Agreement is executed by the parties.

## **4.0 ADDITIONAL SERVICES**

### **4.1 SCOPE OF ADDITIONAL SERVICES**

Services, other than the Services described in Section 3.0 – Required Services above or elsewhere in the Master Agreement, are considered Additional Services and may include professional services. Upon request and authorization by County for Additional Services, Contractor shall prepare and submit a written description of the work to be performed, together with a cost estimate for all labor and materials based on the Rate Schedule. The parties shall properly execute an amendment or other proper modification to the Master Agreement for performance of Additional Services prior to beginning of any work.

### **4.2 MEDICAL EQUIPMENT UPGRADES AND IMPROVEMENTS**

- 4.2.1 Contractor shall provide all OEM recommended and/or the County required Equipment upgrades and improvements to all Equipment specified in the Rate Schedule, following the written approval of the Facility's Project Manager.
- 4.2.2 All OEM recommended and/or the County required Equipment upgrades and improvements to any medical equipment specified in the Rate Schedule, which are provided by the OEM at no cost and which have been approved in writing by the Facility's Project Manager, shall be made available and installed by Contractor on the Equipment at each Facility at no cost to County. Contractor shall not charge the County for any labor provided by Contractor at the hourly rate or otherwise bill the County for any parts, components or services provided under this Section.
- 4.2.3 All OEM recommended and/or County required Equipment upgrades or improvements provided by OEM at an additional cost shall be made available and installed on Equipment in the Rate Schedule only upon the written approval of Facility's Project Manager. The cost of the Equipment upgrades or improvements and the cost of any parts or components required for the Equipment upgrades or improvements shall be provided by Contractor at no greater than the then-current list or exchange price for such parts or components and shall be approved by Facility's Project Manager in writing (email acceptable) prior to purchase and commencement of such Equipment upgrades and improvements. Contractor shall submit an invoice to County for the Equipment upgrades or improvements in accordance with Sub-paragraph 5.4 – Invoices and Payments of the Master Agreement.
  - 4.2.3.1 Contractor shall make OEM's current year price book(s) available to the Facility's Project Manager.
  - 4.2.3.2 Contractor shall install such Equipment upgrades and improvements at no additional cost to County over and above any costs charged to Contractor by the OEM.

## **5.0 RIGHTS AND RESPONSIBILITIES**

### **5.1 COUNTY PERSONNEL**

The County will administer the Master Agreement in accordance with the provisions of Paragraph 6.0 – Administration of Master Agreement - County. Specific responsibilities of such County personnel may include, among others:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of the Master Agreement.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing modifications to the Master Agreements in accordance with the provisions of Paragraph 8.0 – Standard Terms and Conditions, Sub-paragraph 8.1 – Amendments of the Master Agreement.

## **5.2 CONTRACTOR PERSONNEL**

- 5.2.1 Contractor shall designate Contractor's Project Manager to lead and coordinate Contractor's provision of Services described hereunder and act as a central point of contact with County personnel. Contractor's Project Manager shall be available during Regular Business Hours.
- 5.2.2 Contractor's Project Manager shall be responsible for determining daily work duties, staffing levels, scheduling and staffing hours needed to properly provide Services under the Master Agreement.
- 5.2.3 Contractor's Project Manager shall institute and maintain appropriate supervision of all personnel, including employees and subcontractors ("Personnel"), providing Services on behalf of Contractor pursuant to the Master Agreement.
- 5.2.4 Contractor shall ensure that Contractor's Project Manager or qualified designee is available during Regular Business Hours to receive telephonic communication regarding the Master Agreement.
- 5.2.5 All of Contractor's Personnel shall be appropriately licensed, certified, credentialed and trained in accordance with Contractor's requirements and regulatory standards, as well as for proper performance of the Services hereunder and shall have, at a minimum, appropriate necessary knowledge and expertise in the following areas:
  - 5.2.5.1 Diagnosis and inspection of Equipment to determine what and to what extent Maintenance Services and Repair Services needed;
  - 5.2.5.2 Routine cleaning and lubrication of Equipment as necessary; and

5.2.5.3 Electrical and safety inspection of Equipment as necessary.

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

5.2.7 Contractor's personnel shall prominently display Contractor-provided identification badges, as well as a County-issued custody facility pass (hereafter "Custody Pass") in accordance with Section 5.6.2 – Additional Requirements for Correctional Facilities of this Statement of Work.

### **5.3 RISK MANAGEMENT PROGRAM**

5.3.1 Contractor shall assist with the Facilities' Equipment Risk Management Program ("Program"). Such Program shall require the Facilities' written documentation of all medical incidents that involve Equipment serviced pursuant to the Master Agreement, whereby such Equipment has or may have caused or contributed to a patient's injury, serious illness or death. Such documentation shall also, at a minimum, describe the incident, the Equipment involved in the medical incident, and any subsequent examination or inspection of such Equipment.

5.3.2 The Facility Project Director or Facility Project Manager, in consultation with Contractor and Facility's risk manager, shall provide direct oversight for all activities to decommission, sequester and examine any Equipment which has been involved in a medical incident. Neither party shall use, clean, discard, alter or repair any Equipment involved in such incident prior to the said Equipment's examination or inspection.

5.3.3 Any Equipment, Equipment component(s) or Equipment part(s) involved in a medical incident shall be stored by Facility and retained onsite until the Equipment has been released to Contractor for repairs in accordance with the Master Agreement.

#### **5.4 REPORTING RESPONSIBILITY**

When a condition exists related to Contractor's Services wherein there is imminent danger of injury to the public or damage to property, Contractor shall immediately contact the Facility's Project Manager or authorized designee.

#### **5.5 INFECTION CONTROL**

Contractor shall ensure that all Contractor "Personnel (as defined above), entering any of the County Facilities shall comply with and strictly adhere to the Infection Control and Employee Health Guidelines to prevent the transmission of infections and to ensure prompt and appropriate treatment for Personnel exposure. If any Personnel is diagnosed with having an infectious disease, of which the Contractor is made aware, and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to Facility's Employee Health and Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis. Notwithstanding the foregoing, Contractor shall not allow any member of Personnel to come onto the County premises if Contractor is aware that such person is diagnosed with having an infectious disease.

5.5.1 If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Personnel without the benefit of Personal Protective Equipment ("PPE") during the usual incubation period for such infectious disease, the Facility will report such occurrences to Contractor. Confirmation that an exposure occurred is made by Employee Health and Infection Control.

5.5.2 For purposes of the Master Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

#### **5.6 FACILITY ACCESS**

5.6.1 The County shall maintain final authority on all Facility security issues involving the Contractor.

##### **5.6.2 ADDITIONAL REQUIREMENTS FOR CORRECTIONAL FACILITIES**

Upon execution of the Master Agreement, and prior to commencing any Services hereunder, all Contractor staff requiring access to County Correctional Facilities must be approved for entry into the County Correctional Facilities.

- a. The Contractor shall submit an Entry Application for Custody Facilities to the Facility's Project Manager for all Contractor staff requiring access to the County Correctional Facilities to perform Services under the Master Agreement.
- b. All Contractor employees shall attend a mandatory (4) four-hour jail orientation prior to performing Services at any County Correctional Facility. This orientation will be provided by the County at no cost to the Contractor and its employees and subcontractors.
- c. The Contractor's staff shall comply with all current County Correctional Facility entry requirements, which include the exchange of a government-issued identification card for a Custody Pass. Custody Passes shall be displayed at all times.
  - i. Any lost or stolen Custody Pass must be immediately reported by the Contractor's staff to the Contractor's Project Manager and the concerned on-duty Watch Commander of the Correctional Facility. The Contractor's Project Manager shall provide telephonic or in-person notification to the Facility's Project Manager of any lost or stolen Custody Pass, as soon as possible and no later than within twenty-four (24) hours of the event. Telephone notification shall be followed within twenty-four (24) hours via confirming email to the Facility's Project Manager and Facility's Project Director specifying the Contractor's staff involved and articulating the factual circumstances associated with the loss or theft.
  - ii. The Contractor's staff shall be responsible for returning any Custody Pass to appropriate County Correctional Facility personnel prior to leaving the County Correctional Facility.
- d. The Contractor's staff, vehicles, workplace, materials, tools and equipment shall be subject to search and inspection by County personnel without notice and at any time while on County property.

## **6.0 ADDITION/DELETION OF FACILITIES AND EQUIPMENT**

The Director of the County's Department of Health Services ("DHS"), or authorized designee, may add and/or delete any of the County Facilities or Equipment to the scope of the Master Agreement as necessary or appropriate. All such changes shall be made by a modification to the Master Agreement as authorized under Sub-paragraph 8.1 – Amendments of the Master Agreement.

## **7.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to ensure provision by Contractor of consistently high level of Services throughout the term of the Master Agreement.

### **7.1 CONTRACTOR DISCREPANCY REPORT**

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

7.1.2 The Facility's Project Manager will determine whether a formal Contractor Discrepancy Report shall be issued. Upon receipt of this document, the Contractor shall respond in writing to the Facility Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

### **7.2 COUNTY OBSERVATIONS**

In addition to departmental contracting staff, other County personnel may at any time without unreasonably interfering with the Contractor's performance observe Contractor's performance and activities, as well as review documents relevant to the Master Agreement.

## **8.0 MATERIALS AND EQUIPMENT**

### **8.1 CONTRACTOR'S MATERIAL AND EQUIPMENT**

8.1.1 The cost and purchase of all tools and diagnostic equipment ("Tools") needed to provide the Equipment Repair Services or Maintenance Services under the Master Agreement shall be the sole responsibility of Contractor.

8.1.2 Contractor shall maintain all of its Tools in accordance with all applicable regulatory standards, including but not limited to OSHA and shall check all Tools before use for safety and functionality. Contractor shall ensure that all Contractor staff wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

## **8.2 MATERIAL STANDARDS – EQUIPMENT PARTS, UPGRADES AND IMPROVEMENTS**

8.2.1 Contractor shall use either OEM parts or alternate parts or components that meet or exceed OEM standards.

8.2.2 When an Equipment part or component is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Equipment part or component of other manufacturers may be used, provided they are of the same type and of equal or better quality. DHS shall be the sole judge as to "equal". All materials and Equipment shall be new, an approved type, or certified overhauled and shall be installed as recommended by the manufacturer. All materials and Equipment shall be properly tested, regulated, calibrated, adjusted and placed in proper operating condition before the work can be accepted.

8.2.3 Contractor shall not charge the County freight or other delivery costs unless specified otherwise in the Rate Schedule.

## **9.0 CONTRACTOR'S WARRANTY**

9.1 Contractor warrants that all Services and other work performed under the Master Agreement will be performed in a timely and workmanlike manner using only qualified, skilled or OEM-trained technicians specifically qualified to maintain and repair the medical equipment listed in the Rate Schedule

9.2 Upon completion of work, Contractor shall remove remaining excess materials from the Equipment. Any dirt, stains or residues on the Equipment or surrounding areas resulting from the work performed under the Mater Agreement shall be cleaned off and removed.

9.3 Contractor warrants that all tasks, deliverables, services and other work provided under the Master Agreement shall conform to the specifications and the standards established by each respective OEM for the applicable Equipment listed in the Rate Schedule.

## **10.0 PERFORMANCE REQUIREMENTS SUMMARY**

10.1 While Contractor is expected to provide all Services described herein, Attachment A.2 – Performance Requirements Summary Chart ("PRS Chart") to this SOW identifies certain pertinent Master Agreement requirements. The PRS Chart indicates the SOW and/or Master Agreement provision providing for the requirement (column 1); cites the requirement or standard of performance as specified in the Master

Agreement (column 2); monitoring method for compliance with the requirements (column 3); and fees or other deductions that may be assessed for non-compliance (column 4). Contractor's compliance will be monitored by County during the term of the Master Agreement; and County may assess fees or other financial deductions from payments due to Contractor for Contractor's failure to comply with any such requirements.

- 10.2 These Master Agreement Requirements specified in the PRS Chart are intended to be consistent with the Master Agreement, including the Statement of Work, without creating, extending, revising or expanding obligations of Contractor beyond those specified in the Master Agreement. In the event of a dispute between the parties with regards to interpretation of any of the requirements set forth in the PRS Chart, its applicability to Contractor or whether Contractor has failed to comply with any such requirements, the parties shall rely on provisions of the Master Agreement to resolve the dispute.

**ATTACHMENT A.1**  
**COUNTY FACILITIES**

| FACILITY                                                     |                                                     |
|--------------------------------------------------------------|-----------------------------------------------------|
| HARBOR-UCLA MEDICAL CENTER<br>(H-UCLA MC)                    | 1000 W. Carson St.<br>Torrance, CA 90502            |
| LAC+USC MEDICAL CENTER<br>(LAC+USC MC)                       | 1200 N. State St.<br>Los Angeles, CA 90033          |
| Olive View-UCLA Medical Center<br>(OV-UCLA MC)               | 14445 Olive View Dr.<br>Sylmar, CA 91342            |
| Rancho Los Amigos National Rehabilitation Center<br>(RLANRC) | 7601 E. Imperial Hwy.<br>Downey, CA 90242           |
| AMBULATORY CARE NETWORK (ACN)                                |                                                     |
| Antelope Valley Health Center<br>(AVHC)                      | 335 E Ave K 6 b<br>Lancaster, CA 93535              |
| Bell Health Center<br>(Bell HC)                              | 3649 Florence Ave<br>Bell, CA 90201                 |
| Bellflower Health Center<br>(Bellflower HC)                  | 10005 Flower St<br>Bellflower, CA 90706             |
| Curtis R. Tucker Health Center<br>(Tucker HC)                | 123 W Manchester Blvd<br>Inglewood, CA 90301        |
| East Los Angeles Health Center<br>(East LAHC)                | 133 N. Sunol Dr, Suite 150<br>Los Angeles, CA 90063 |
| East San Gabriel Valley Health Center<br>(ESGVHC)            | 1359 N. Grand Ave                                   |

|                                                                  |                                                        |
|------------------------------------------------------------------|--------------------------------------------------------|
|                                                                  | Covina, CA 91724                                       |
| Edward R. Roybal Comprehensive Health Center<br>(Roybal CHC)     | 245 S. Fetterly Ave<br>East Los Angeles, CA 90022      |
| El Monte Comprehensive Health Center<br>(El Monte CHC)           | 10953 Romona Blvd<br>El Monte, CA 91731                |
| Glendale Health Center<br>(Glendale HC)                          | 501 N. Glendale Ave<br>Glendale, CA 91206              |
| High Desert Regional Health Center<br>(HDRHC)                    | 335 E Avenue I.<br>Lancaster, CA 93535                 |
| Hubert H. Humphrey Comprehensive Health Center<br>(Humphrey CHC) | 5850 S Main St.<br>Los Angeles, CA 90003               |
| La Puente Health Center<br>(La Puente HC)                        | 15930 Central Ave<br>La Puente, CA 91744               |
| Lake Los Angeles Community Clinic<br>(LLACC)                     | 16921 E. Ave O<br>Lake Los Angeles, CA 93591           |
| Little Rock Community Clinic<br>(LRCC)                           | 8201 Pearblossom Highway<br>Little Rock, CA 93543      |
| Long Beach Comprehensive Health Center<br>(LBCHC)                | 1333 Chestnut Ave<br>Long Beach, CA 90813              |
| Martin Luther King, Jr. Outpatient Center<br>(MLK)               | 1670 E. 120 <sup>th</sup> St.<br>Los Angeles, CA 90059 |
| Mid-Valley Comprehensive Health Center<br>(MVCHC)                | 7515 Van Nuys Blvd<br>Van Nuys, CA 91405               |
| Northeast Health Center                                          |                                                        |

|                                                |                                                   |
|------------------------------------------------|---------------------------------------------------|
| (NEHC)                                         | 3303 N. Broadway St 200<br>Los Angeles, CA 90031  |
| San Fernando Health Center<br>(SFHC)           | 1212 Pico St<br>San Fernando, CA 91340            |
| South Valley Health Center<br>(SVHC)           | 38350 40 <sup>th</sup> St E<br>Palmdale, CA 93552 |
| Torrance Health Center<br>(Torrance HC)        | 711 Del Amo Blvd<br>Torrance, CA 90502            |
| West Valley Health Center<br>(WVHC)            | 20151 Nordhoff St<br>Chatsworth, CA 91311         |
| Wilmington Health Center<br>(Wilmington HC)    | 1325 Broad Ave<br>Wilmington, CA 90744            |
| Integrated Correctional Health Services        |                                                   |
| Century Regional Detention Facility<br>(CRDF)  | 11705 S. Alameda St<br>Los Angeles, CA 90059      |
| Men's Central Jail<br>(MCJ)                    | 441 Bauchet St<br>Los Angeles, CA 90012           |
| North County Correctional Facility<br>(NCCF)   | 29340 The Old Rd<br>Castaic, CA 91384             |
| Pitchess Detention Center North<br>(PDC North) | 29320 The Old Rd<br>Castaic, CA 91384             |
| Pitchess Detention Center South<br>(PDC South) | 29330 The Old Rd<br>Castaic, CA 91384             |
| Twin Towers Correctional Facility<br>(TTCF)    |                                                   |

|                                          |                                         |
|------------------------------------------|-----------------------------------------|
|                                          | 450 Bauchet St<br>Los Angeles, CA 90012 |
| Juvenile Court Health Services<br>(JCHS) | 1925 Daly St<br>Los Angeles, CA 90031   |

## ATTACHMENT A.2

### PERFORMANCE REQUIREMENT SUMMARY CHART

| SPECIFIC PERFORMANCE REFERENCE                                                                           | SERVICE SUMMARIZATION<br>(See Paragraph Referenced for Complete Content)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | MONITORING METHOD          | DEDUCTIONS/ FEES TO BE ASSESSED                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scope of Services – As Needed Repair Services<br><br>SOW, Section 3.2.3                                  | Contractor shall provide emergency Repair Services, as determined by County, twenty-four (24) hours per day, seven (7) days a week, 365/366 days a year, including all County holidays. Contractor shall respond telephonically to Facility's Project Manager or designee within one (1) hour of a request for emergency Repair Services from Facility's Project Manager or designee and shall have a technician onsite where the Equipment is located to perform the emergency Repair Services within four (4) hours of receiving the request for emergency repair.                                                                                                                                                                                                 | Inspection and Observation | \$50 per occurrence                                                                                                                                                                            |
| Scope of Services - Comprehensive Equipment Inventory and Maintenance Schedule<br><br>SOW, Section 3.3.1 | <p>In accordance with Section 3.4 Service-Tracking and Inventory Database, Contractor shall utilize and maintain a comprehensive Maintenance Service tracking and inventory database which is web-accessible by the County for the purpose of querying Maintenance Service status, Maintenance Service schedules, and inventory lists and generating reports. The database shall be capable of generating an inventory list of all Equipment covered under the Master Agreement and set forth on Appendix C – Rate Schedule.</p> <p>In accordance with Section 3.4.3, Contractor's Equipment inventory list shall include the Equipment's description, manufacturer's name, model number, serial number, and specific location (e.g. address, room number). Upon</p> | Inspection and Observation | \$100 per day beyond the specified by County of failure to provide the required service-tracking and inventory database as outlined in Appendix A – Statement of Work of the Master Agreement. |

|                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                          | commencement of the Agreement, Contractor shall input and populate into Contractor's comprehensive Equipment service-tracking and inventory database all Equipment described in Appendix C – Rate Schedule                                                                                                                                                                                                                                                                                                                                   |                            |                                                                                                                                                     |
| Scope of Services - Comprehensive Equipment Inventory and Maintenance Schedule<br><br>SOW, Section 3.3.2 | Within thirty (30) calendar days of commencement of the Master Agreement, Contractor shall provide Facility's Project Manager with a Maintenance Service schedule for all Equipment covered under the Master Agreement and set forth on Appendix C – Rate Schedule. The Maintenance Service schedule shall be updated quarterly and provided to Facility's Project Manager. Contractor shall include, as part of such Maintenance Service schedule, the Maintenance Service requirements established by the OEM standards for all Equipment. | Written Documentation      | \$100 per day beyond the 30-day due date of failure to provide a Maintenance Service schedule for all Equipment covered under the Master Agreement. |
| Rights and Responsibilities- Contractor Personnel<br><br>SOW, Section 5.2.4                              | Contractor shall ensure that Contractor's Project Manager or designee is available to receive telephonic communication regarding the Master Agreement during Regular Business Hours. Exceptions apply to emergency telephonic communications as stated in Section 3.2.3.                                                                                                                                                                                                                                                                     | Inspection and Observation | \$50 per occurrence                                                                                                                                 |