

**EQUIPMENT MAINTENANCE AND REPAIR SERVICES
MASTER AGREEMENT
FOR
RADIATION THERAPY SYSTEMS**

STATEMENT OF WORK

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**STATEMENT OF WORK
FOR
RADIATION THERAPY SYSTEMS MAINTENANCE AND REPAIR SERVICES**

This Appendix A ("SOW" or "Statement of Work") to the Request for Rates ("RFR") for Radiation Therapy 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 – Service Level Agreement

Attachment A.3 – Work Order Template

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 the 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 preventive maintenance and repair;
- 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 County, provided in accordance with the provisions of Section 5.0 – Additional Services of this SOW 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 5.0 – Additional Services of this SOW.
- 2.2 “After Hours” – shall mean hours other than Business Hours.
- 2.3 “Correctional Facility” – shall mean any facility listed under Integrated Correctional Health Services in Attachment A.1 – County Facilities to this SOW.
- 2.4 “Business Hours” – shall mean Monday through Friday, 8:00 am to 5:00 pm Pacific Time ("PT"), excluding County-observed holidays.
- 2.5 "Downtime" – shall have the meaning specified in Section 11.0 – Performance Standards of this SOW.
- 2.6 “Equipment” or “System” – shall mean any instrument, apparatus, machine or other similar or related article, together with all associated, embedded and/or installed software, hardware, components, parts, accessories, replacements, updates, upgrades and enhancements, comprising a Radiation Therapy System intended for the diagnosis, care, treatment and monitoring of Facility patients.
- 2.7 "Maintenance Database" – shall have the meaning specified in Section 4.1 – Equipment Inventory of this SOW.
- 2.8 “Maintenance Fees” – shall mean the rates and fees for provision of Required Services under the Master Agreement.
- 2.9 “Maintenance Services” – shall have the meaning specified in Section 3.1 – Preventive Maintenance Services of this SOW.
- 2.10 “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.
- 2.11 "Rate Schedule" – shall mean a schedule of rates and/or fees for provision of Services under the Master Agreement set forth in Exhibit B – Rate Schedule to the Master Agreement, which is based on the rates and fees proposed by Contractor in Appendix C – Rate Schedule to the RFR.
- 2.12 “Repair Services” or “Support and Repair Services” – shall mean the support and/or repair needed for restoration of each piece of Equipment to its performance with the OEM specifications, to be provided on an as-needed basis as may be required by the Facility in response to the failure or malfunctioning of such Equipment. Repair Services may include software and/hardware updates, enhancements, interfaces and corrections.

- 2.13 “Required Services” – shall mean the Services required to be provided by Contractor under the Master Agreement and specified in Section 3.0 – Required Services of this SOW.
- 2.14 “Service Level Agreement” – shall mean and refer to Contractor's standard maintenance, support and repair terms and conditions as set forth in Attachment A.2 – Service Level Agreement to this SOW.
- 2.15 “Services” – shall mean and refer to maintenance, repair and support services and other tasks and responsibilities of Contractor relating to the Equipment specified in the Rate Schedule, as set forth in this SOW and elsewhere in the Master Agreement.

3.0 REQUIRED SERVICES

Contractor shall commence provision of Services under the Master Agreement upon written notice to proceed from the applicable Facility Administrator or other authorized Facility personnel specifying the start date. Unless otherwise specified herein (e.g., for Repair Services to be provided as required under Section 3.2 – As-Needed Support and Repair Services) or agreed to by the parties, Contractor shall provide all Required Services described under this Section 3.0 outside of Business Hours and at the applicable Maintenance Fees set forth in the Rate Schedule, which shall be inclusive of any costs provision of such Services such as travel and other per diem expenses, labor and parts. All Services described in this Section 3.0 shall be provided at no additional cost to County beyond the Maintenance Fees specified in the Rate Schedule.

Required Services provided by Contractor under the Master Agreement shall include Maintenance Services and Support and Repair Services and are in addition to the provisions of Attachment A.2 – Service Level Agreement hereto. In the event of a conflict or inconsistency between the provisions under Sections of this Statement of Work and Attachment A.2 – Service Level Agreement hereto, the provisions under the Sections of this Statement of Work shall prevail.

3.1 PREVENTIVE 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 Maintenance Fees set forth in the Rate Schedule. Maintenance Services shall be provided at a minimum annually, as required by the applicable manufacturer's maintenance instructions. All Maintenance Services shall be provided by staff trained and/or 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. Maintenance Services shall meet the needs

of each Facility (including frequency and scope) and shall be performed at regularly scheduled intervals as required by the OEM (as defined below).

- 3.1.2 Maintenance Services shall include at a minimum: Equipment 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 original equipment manufacturer ("OEM") certified parts or components specifically designed for the Equipment, and (ii) replacement of any unserviceable Equipment parts or components with original 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 Maintenance Services comply with all appropriate standards and requirements of licensing and accrediting agencies, including but not limited to, The Joint Commission, Occupational Safety and Health Administration ("OSHA"), California Code of Regulation ("CCR") Title 22, and Nuclear Regulatory Commission, as applicable. In any event, Contractor shall ensure that all Equipment is maintained in accordance with all minimum regulatory compliance standards.

3.2 AS-NEEDED SUPPORT AND REPAIR SERVICES

In response to a request from a Facility, Contractor shall provide Repair Services to repair Equipment, including minor and major repairs to hardware (replacement, modification, refurbishing, etc.) and software updates (updates, upgrades, enhancements, configurations, patches, bug fixes, etc.) at no additional cost to County beyond the Maintenance Fees specified in the Rate Schedule, except as provided in Section 3.7 – Exclusions of this SOW. Contractor's provision of Repair Services shall be subject to the terms and conditions specified below.

- 3.2.1 Contractor shall provide Support and Repair Services twenty-four (24) hours per day, seven (7) days per week, 365/6 days a year.
- 3.2.2 Upon receipt of a request for Support and Repair Services from County, Contractor shall respond to Facility's Project Manager, or authorized designee, within one (1) hour of the request and shall commence Repair Services within four (4) hours of the request.
- 3.2.3 Contract shall provide Support and Repair Services by telephone, remotely and/or in-person onsite as necessary for prompt resolution of the problem and to meet the requirements of this Master Agreement.
- 3.2.4 If resolution of an Equipment software problem requires configuration or other customization of the software, such shall be provided by Contractor remotely or as otherwise necessary.
- 3.2.5 Repair Services shall include, at no additional cost to County, travel or other per diem costs, labor and parts, including any necessary equipment enhancements for correcting the issue. All replacement parts shall be new or equivalent to new parts.
- 3.2.6 If the need for support is determined to be mission-critical by County or Equipment experiences downtime, Contractor shall immediately escalate the Repair Services and resolve the problem within twenty-four (24) hours of County's notification of the problem. If Contractor determines that the Equipment cannot be immediately repaired, then Contractor shall provide Facility's Project Manager in writing within four (4) hours an estimated timeframe for completion of Repair Services. Contractor shall provide County with temporary replacement of Equipment, if Equipment repairs exceed twenty-four (24) hours of downtime.
- 3.2.7 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 EQUIPMENT UPGRADES AND IMPROVEMENTS

- 3.3.1 Contractor shall provide and install all OEM or Contractor recommended or required Equipment upgrades and improvements to the Equipment at no additional cost beyond the maintenance fees.

3.4 SYSTEM SOFTWARE REQUIREMENTS

- A. Software utilized by the equipment must be installed by the Contractor on County's hardware and integrate with the Facility's network, as needed.
- B. Upgrade releases to enhance and improve features or functionality of covered software shall be provided at no cost. This includes but is not limited to bug fixes, patches, or other error corrections.
- C. Contractor shall provide on-site, telephone and/or remote technical support as needed for prompt resolution of the problem and remote monitoring services. Contractor may utilize service bulletins and productivity tips to the Facility.
- D. Contractor shall provide scheduled system management training at the Facility when, in the opinion of the Facility Project Director, personnel changes, or equipment hardware/software changes make such training necessary at no additional cost.
- E. Contractor shall provide scheduled annual refresher training during any year that a software upgrade is not released via the internet, through multi-media or on-site.
- F. Contractor shall provide computer hardware support as needed by the Facility. This may include replacing workstations and reinstalling the covered software.
- G. Equipment software shall include, at a minimum, software for treatment planning and radiation oncology information/patient management.

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 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 5.0 – 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 EQUIPMENT INVENTORY, SERVICES MANAGEMENT AND REPORTING

4.1 EQUIPMENT INVENTORY

In accordance with Section 4.3 – 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 4.3.3 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.

4.2 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.

4.3 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 4.3.1 through 4.3.3 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:

4.3.1 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;

4.3.2 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;

4.3.3 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).

4.4 ANNUAL REPORTS

- 4.4.1 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 4.3 – 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.
- 4.4.2 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.

4.5 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.

5.0 ADDITIONAL SERVICES

Services, other than the Services described or specified 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 completion of the requested Additional Services, inclusive of all labor, materials, travel and any other per diem costs, based on the Rate Schedule. Upon agreement on the scope of and the Maximum Fixed Price (as defined in Paragraph 3.0 – Work of the base Master Agreement) for provision of the Additional Services, the parties

shall execute a Work Order for such Additional Services before Contractor may commence the Additional Services.

6.0 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 of the base Master Agreement. 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 base 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 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 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 are 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.

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

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

7.0 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 base Master Agreement.

8.0 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.

9.0 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.

10.0 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.

11.0 PERFORMANCE STANDARDS

- 11.1 The Equipment shall be considered out-of-service and experiencing "downtime" if, in the County's determination: (i) the System or any component thereof is inoperable or unusable; or (ii) the System or Equipment is lacking a major or critical functionality, in either case, not due to those items set forth in the definition of excluded services (below) or a force majeure event.
- 11.2 Contractor guarantees System performance "uptime" (that the System shall not experience "downtime" as defined above) for each piece of Equipment of a minimum of 97%. If performance uptime for any piece of Equipment listed in the Master Agreement falls below 97% guaranteed performance uptime, County shall be entitled to deduct "downtime credits" from the next month's invoice calculated as follows:

Uptime Percentage	Downtime Credits
$\geq 97.0\%$	None
$\geq 95.5\% \text{ \& } < 97.0\%$	3%
$< 95.5\%$	6%

Performance uptime is based on 24/7 hours/days per week for each piece of Equipment. Equipment uptime will be determined by County.

- 11.3 Any credits for Equipment downtime or out-of-service (as defined below) performance shall be applied to the following month's invoice. Failure by County to deduct downtime credits from the following month's invoice shall not constitute a waiver of such right which County may exercise at any subsequent time.
- 11.4 Equipment uptime below the 97% threshold specified above for five (5) consecutive calendar days or more shall be considered a default, and County shall be entitled to termination rights pursuant to Sub-paragraph 8.50 – Termination for Default of the base Master Agreement.
- 11.5 The Equipment is considered "out-of-service" when it is not functioning according to the material specifications, as determined by County, set forth in this Master Agreement or the user manual. The Equipment is "in-service" if it is in use or in stand-by status available for use by County.
- 11.6 Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, the time when the Equipment is not operable as a result of damage from misuse, operator error, inadequate environmental conditions including air conditioning, failure or fluctuations in County's electrical power supply, acts of God, strikes or fires, will also be excluded from these performance standards.
- 11.7 County staff shall maintain a log specifying the time, date and the causes of all unplanned Equipment downtime.

ATTACHMENT A.1

COUNTY FACILITIES

FACILITY	ADDRESS
LAC+USC Medical Center (LAC+USC MC)	1200 N. State St. Los Angeles, CA 90033

ATTACHMENT A.2
SERVICE LEVEL AGREEMENT
[to be attached]

ATTACHMENT A.3
WORK ORDER TEMPLATE
[to be attached]