

STATEMENT OF WORK**AUTOMATED PHARMACY WORKFLOW SYSTEM
MAINTENANCE AND REPAIR SERVICES**

This Appendix A ("SOW" or "Statement of Work") sets forth the scope and requirements for provision by Contractor of Automated Pharmacy Workflow System Maintenance and Repair Services ("Maintenance and Repair Services" or "Services") pursuant to the Master Agreement resulting from the Request for Rates ("RFR").

1.0 SCOPE OF WORK

Contractor shall provide Maintenance and Repair Services as described in this Statement of Work for County facilities ("Facilities") identified in Attachment A.1 – County Facilities hereto, in exchange for payment of applicable rates and fees set forth in the Rate Schedule.

2.0 DEFINITIONS

Unless otherwise expressly provided or otherwise dictated by the context, the terms and phrases identified in this Section 2.0 shall have the particular meanings specified below, when used in this Statement of Work and elsewhere in the Master Agreement.

- 2.1 "Additional Services" shall have the meaning specified in Section 4.0 – Additional Services of this SOW.
- 2.2 "Equipment" shall mean an instrument, apparatus, machine, system or other similar or related article, including all operating software and hardware, components, parts, accessories, replacements and upgrades, which is intended for the diagnosis, care, treatment or monitoring of a Facility patient.
- 2.3 "Maintenance Services" shall have the meaning specified in Section 3.1 – Maintenance Services of this SOW.
- 2.4 "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.
- 2.5 "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.
- 2.6 "Regular Business Hours" shall mean Monday through Friday, between 8:00 a.m. and 5:00 p.m. Pacific Time (PT), excluding County holidays.

- 2.7 “Repair Services” shall mean the restoration 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. The repair process may also include all software updates, enhancements, interface, and corrections.

3.0 REQUIRED 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.

3.1 Maintenance Services

- 3.1.1 Contractor shall provide routine 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 quarterly, 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 Occupational Safety and Health Administration (OSHA) and all appropriate licensing and accrediting agencies and standards, including but not limited to The Joint Commission, California Code of Regulation (CCR) Title 22, and College of American Pathologist (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 worn, defective or broken parts with new and/or Contractor-certified parts, specifically designed for the Equipment, and (ii) replacement of unserviceable parts with original equipment manufacturer (OEM) parts or new parts equivalent to the OEM parts in performance.

- 3.1.3 Contractor shall perform regularly scheduled Maintenance Services, as described above, to meet the requirements set by manufacturer specifications and all appropriate licensing and accrediting agencies and standards (e.g. The Joint Commission, OSHA, CCR Title 22, and CAP standards), as applicable. In any event, Contractor shall ensure that all Equipment is maintained to all minimum regulatory compliance standards.
- 3.1.4 Compliance with Regulatory Agencies – Contractor shall ensure that Equipment comply with all applicable current and future local, State and Federal requirements.

3.2 As Needed Repair Services

- 3.2.1 In response to a Facility request, Contractor shall provide as needed repair services ("Repair Services") to repair Equipment, including minor and major repairs (e.g. overhaul, modification, or refurbishing), based on the Rate Schedule. Contractor shall respond to a Service call within four (4) hours unless otherwise specified in Appendix C – Rate Schedule. Contractor shall perform such Repair Services at a time mutually agreed upon by the Facility and Contractor.
- 3.2.2 Contractor shall provide support and Repair Services twenty-four (24) hours per day, seven (7) days per week, and 365 days a year.
- 3.2.3 Contractor shall provide technical support with respect to the Equipment and any software by telephone and/or by remote access. If a problem cannot be resolved by telephone or remote access, and Contractor needs to come on-site, Contractor shall obtain approval from County's authorized personnel prior to providing any such needed on-site technical support.
- 3.2.4 If the support call is determined to be emergency Repair Service by County, Contractor shall provide on-site support within twenty-four (24) hours. If the Contractor determines that the Equipment cannot be immediately repaired, Contractor shall promptly indicate in writing an estimated time frame for repair. If available, Contractor shall provide County with temporary replacement of the Equipment, at no additional cost, as a workaround until the Equipment is repaired, if the Equipment repairs exceed twenty-four (24) hours.
- 3.2.5 Contractor shall provide any bug fixes, patches, minor enhancements, updates and modifications to the hardware and software as soon as available, all at no additional charge to the County.

3.3 Cell/cassette Component Exchange Program

If cell/cassette components require calibration due to a County change of drug manufacturer, Contractor shall not charge Facilities for first 50% of cell/cassette components that are replaced in each year when maintenance is provided. The fee per exchange above fifty percent (50%) per year will be as set forth in Appendix C - Rate Schedule.

3.4 Breakage and/or Loss

Contractor shall, at no cost to the County, replace and/or repair (at time of servicing) any and all Equipment and/or parts thereof which suffer breakage, damage or loss at the time of providing Repair Services or caused by or otherwise contributed by the Contractor.

3.5 Rework

Contractor shall rework any improperly repaired Equipment, as determined by County, correct any damage resulting therefrom, and supply all necessary parts and materials, all at no cost to County. Contractor's service personnel shall also repair any defective parts 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.

3.6 Service Reports

Contractor shall develop and maintain written Service Reports and provide a written record for all Services provided for each item of Equipment at a Facility. Such Service Report(s) shall:

- Meet all licensing, accrediting and regulatory agency requirements.
- Clearly identify the Equipment item(s) serviced by model number, serial number, Los Angeles County Capital Asset Leasing or Los Angeles County number (if available).
- Include an itemization and description of Services performed, including electrical check and calibration reading.
- List any parts installed.
- Include the Service date(s)
- Include the name of the technician(s) who performed the Services.

A copy of such Service Reports shall be given to the Facility at the time the Services are provided. Such Service Reports are deemed the property of County and shall remain on-site at each Facility.

3.7 Educational Training

Contractor shall provide on-site in-service education and training session(s) on the correct usage and troubleshooting of automated pharmacy workflow system. At County's sole option and direction, Contractor may be conduct such education and training session(s) virtually.

3.8 Comprehensive Equipment Inventory and Preventive Maintenance Schedule

3.8.1. Each year, Contractor shall, in collaboration with appropriate Facility staff, develop and maintain a comprehensive Equipment inventory listing all Equipment covered under the Master Agreement. Such list shall include model number, serial number and specific location (e.g. room number) for each piece of Equipment. Such listing shall also include the Los Angeles County Capital Asset Leasing or Los Angeles County number, as applicable.

3.8.2 Contractor shall provide each Facility with a preventive maintenance service schedule for all Equipment covered under the Master Agreement. Contractor shall include the preventive maintenance service requirements established by the Facility for each piece of Equipment. In any event, Contractor shall ensure that all Equipment is maintained to minimum regulatory compliance standards and in accordance with the current industry practices.

3.9 Contractor's Work Schedule

Contractor shall submit a work schedule to each Facility's Project Manager for review and approval 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.

4.0 **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.

5.0 RESPONSIBILITIES

5.1 County Personnel

The County will administer the Master Agreement in accordance with the Master Agreement, Paragraph 6.0 – County Administration. Specific duties will 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 amendments to the Master Agreements in accordance with the Master Agreement, Paragraph 8.0 – Standard Terms and Conditions, Sub-paragraph 8.1 – Amendments.

5.2 Contractor Personnel

- 5.2.1 Contractor shall designate a 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 herein.
- 5.2.3 Contractor's Project Manager shall institute and maintain appropriate supervision of all persons providing Services pursuant to the Master Agreement.
- 5.2.5 Contractor's personnel providing Services under the Master Agreement shall be appropriately licensed, certified, credentialed and trained in accordance with Contractor's requirements and as appropriate for performance of the Services hereunder and shall have, at a minimum, knowledge and expertise in the following areas:
 - 5.2.5.1 Diagnosis and inspection of Equipment to determine 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.

5.3 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 covered under 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's Project Director or Facility's 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

In the event Contractor has its employees or other personnel on County premises ("Personnel"), the following shall apply and be adhered to by Contractor and its Personnel:

5.5.1 Personnel shall strictly adhere to Infection Control and Employee Health Guidelines to prevent the transmission of infections and to ensure prompt and appropriate treatment for employee exposure. If any member of 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.

5.5.2 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.

5.5.3 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 County Responsibilities

5.6.1 *Data Archival*

County is responsible for all data archival, including the back-up of any data stored on any hard drive before servicing and performing daily back-up procedures.

5.6.2 *Supplies*

County will purchase and maintain all necessary labels, pill vials, closures or caps and tape media, to the extent not included within the scope of Contractor's responsibilities.

5.6.3 *Property*

At the Director's sole discretion, County may assign space, chairs, and desks, on a nonexclusive basis, for work area and related use by Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of Services hereunder. Contractor is prohibited from use of such space, desks, and chairs for the purposes other than the performance of the Master Agreement.

At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's

performance of the Master Agreement. Contractor is prohibited from use of such equipment for the purposes other than for the performance of the Master Agreement.

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 County Facility(s) and related Equipment as necessary to provide Services or to ensure that the operations of Facility(ies) are maintained. All such changes shall be made in accordance with the Master Agreement, Sub-paragraph 8.1 – Amendments or as otherwise authorized in 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's Project Manager within five (5) work 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 observe Contractor's performance and activities, as well as review documents relevant to the Master Agreement at any time during Regular Business Hours.

8.0 EQUIPMENT PERFORMANCE STANDARDS

8.1 The Equipment shall be deemed out-of-service if the Equipment is inoperable or unusable, as determined by County, or the County reasonably initiates down-time procedures due to lack of system or Equipment functionality (either scenario a "out-of-service"), in either case, not due to those items set forth in the definition of excluded services or a force majeure event.

- 8.2 When a piece of Equipment is out-of-service, if the Contractor is not able to commence on-site services within four and a half (4.5) hours from the time of initial County contact, County shall receive a credit from Contractor equal to 1/12 of the annual maintenance fee associated with particular Facility's each piece of Equipment that was out-of-service. Failure of County to request credit in the following month's invoices shall not constitute a waiver of such right, which may be exercised at any subsequent time.
- 8.3 If said Equipment is out-of-service during an aggregate of ten percent (10%) or more of a thirty (30) consecutive calendar day period, such shall be deemed a default by Contractor, and County shall be entitled to rights under the Master Agreement due to default of Contractor.

ATTACHMENT A.1

COUNTY FACILITIES

FACILITY	FACILITY ADDRESS	Billing Address
Harbor-UCLA Medical Center (H-UCLA MC)	1000 W. Carson St. Torrance, CA 90502	Harbor-UCLA Medical Center Attn: General Accounting Box 479, 1000 West Carson St., Building 3.5 Torrance, CA 90509
LAC+USC Medical Center (LAC+USC MC)	1200 N. State St. Los Angeles, CA 90033	LAC+USC Medical Center – DHS General Accounting/Invoice Processing 1000 S. Fremont Avenue, Unit 8, Building A11, 2nd Floor, Suite 1200 Alhambra, California 91803
Olive View-UCLA Medical Center (OV-UCLA MC)	14445 Olive View Dr. Sylmar, CA 91342	Olive View-UCLA Medical Center Attn: Expenditure Management 14445 Olive View Drive Sylmar, CA 91342
Rancho Los Amigos National Rehabilitation Center (RLANRC)	7601 E. Imperial Hwy. Downey, CA 90242	Rancho Los Amigos National Rehabilitation Center Attn: CFO, Finance Department SSA Building – Room 2208 7601 East Imperial Highway Downey, CA 90242
Ambulatory Care Network (ACN)		
LAC+USC Healthcare Network		
El Monte Comprehensive Health Center (El Monte CHC)	10953 Ramona Bl. El Monte, CA 91731	LAC+USC Medical Center Attn: Invoice Processing P.O. Box 86601 Los Angeles, CA 90031
Edward R. Roybal Comprehensive Health Center (Roybal CHC)	245 S. Fetterly Ave. Los Angeles, CA 90022	
H. Claude Hudson Comprehensive Health Center (Hudson CHC)	2829 S. Grand Ave Los Angeles, CA 90007	
Metrocare Network		
Martin Luther King, Jr. Outpatient Center (MLK OC)	1670 E. 120 th St. Los Angeles, CA 90059	Harbor-UCLA Medical Center Attn: General Accounting Box 479, 1000 West Carson St., Building 3.5 Torrance, CA 90509
Long Beach Comprehensive Health Center (Long Beach CHC)	1333 Chestnut Ave. Long Beach, CA 90813	
Hubert H. Humphrey Comprehensive Health Center (Humphrey CHC)	5850 S. Main St. Los Angeles, CA 90003	

Valleycare Network		
High Desert Regional Health Center (HD RHC)	335 E. Avenue I Lancaster, CA 93535	High Desert Regional Health Center Attn: Expenditure Management 335 East Avenue I Lancaster, CA 93535
Mid Valley Comprehensive Health Center (Mid Valley CHC)	7555 Van Nuys Blvd. Van Nuys, CA 91405	Olive View-UCLA Medical Center Attn: Expenditure Management 14445 Olive View Drive Sylmar, CA 91342
Integrated Correctional Health Services (ICHS)		
Century Regional Detention Facility (CRDF)	11705 S. Alameda St. Los Angeles, CA 90059	Department of Health Services Fiscal Services Division – ICHS General Accounting 313 N. Figueroa St., Suite 505 Los Angeles, CA 90012
Men's Central Jail (MCJ)	441 Bauchet St. Los Angeles, CA 90012	
North County Correctional Facility (NCCF)	29340 The Old Rd. Castaic, CA 91384	
Twin Towers Correctional Facility (TTCF)	450 Bauchet St. Los Angeles, CA 90012	
Department of Public Health		
Public Health Pharmacy	241 North Figueroa Street, Suite B-9 Los Angeles, CA 90012	Department of Public Health, Financial Administration General Accounting Unit 5555 Ferguson Drive, Rm #100-50 Commerce, CA 90022 Attention: Razak Ayoola