APPENDIX A

SAMPLE AGREEMENT

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

FOR

FUJI DIGITAL X-RAY CAPTURE SYSTEM
EQUIPMENT MAINTENANCE AND REPAIR SERVICES

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

NOTICE TO IFB BIDDERS

THIS DOCUMENT IS A SAMPLE AGREEMENT THAT INCLUDES MANY OF COUNTY'S CONTRACTING REQUIREMENTS AS OF THE DATE OF THE IFB. COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE SAMPLE PROVISIONS IN THIS SAMPLE AGREEMENT WILL BE INCLUDED IN ANY RESULTANT AGREEMENT, THAT SUCH SAMPLE PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT AGREEMENT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT AGREEMENT.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THE IFB, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

FOR CERTAIN EXHIBITS (AS DEFINED IN THIS APPENDIX A (SAMPLE AGREEMENT) OF THE IFB REFERENCED IN THIS APPENDIX A (SAMPLE AGREEMENT), BIDDERS ARE INSTRUCTED TO REFER TO APPLICABLE APPENDICES TO THE IFB. SUCH APPENDICES TO THE IFB WILL EVENTUALLY BE ATTACHED AS EXHIBITS TO ANY RESULTANT AGREEMENT.

AGREEMENT
FOR
FUJI DIGITAL X-RAY CAPTURE SYSTEM
EQUIPMENT MAINTENANCE AND REPAIR SERVICES

Table of Contents

RECITALS ……1

1. AGREEMENT AND INTERPRETATION. 1
   1.1 Agreement.....1
   1.2 Interpretation 1
   1.3 Additional Terms and Conditions 2
   1.4 Construction 3
2. DEFINITIONS 3
3. ADMINISTRATION OF AGREEMENT – COUNTY.....5
   3.1 County Project Director. 5
   3.2 County Project Manager.....6
   3.3 Consolidation of Duties 6
   3.4 County Personnel.....7
4. ADMINISTRATION OF AGREEMENT – CONTRACTOR. 7
   4.1 Contractor Project Manager. 7
   4.2 Approval of Contractor's Staff. 7
   4.3 Annual Report by Contractor.....8
5. WORK 8
6. CHANGE ORDERS AND AMENDMENTS 9
7. TERM.....10
8. PRICES AND FEES.....10
   8.1 General 11
   8.2 Maximum Contract Sum.....12
   8.3 No payment for Services Provided Following Expiration/Termination of Agreement.....12
9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS 13
10. INVOICES AND PAYMENTS 13
   10.1 General 13
   10.2 Approval of Invoices.....13
   10.3 Detail.....13

10.4 No Out-of-Pocket Expense....14
10.5 Contractor Responsibility....15
10.6 Invoice Discrepancy Report....15
10.7 County's Right to Withold....15
10.8 Submission of Invoices....15

11. LIQUIDATED DAMAGES....16

12. NOTICES....17

13. ARM'S LENGTH NEGOTIATIONS....18

14. SURVIVAL....18

EXHIBITS

EXHIBIT A - ADDITIONAL TERMS AND CONDITIONS
EXHIBIT B - STATEMENT OF WORK (Not attached to Sample Agreement; See Appendix B of the IFB)
ATTACHMENT B1 – Radiology Equipment Locations and Addresses
ATTACHMENT B2 – Radiology Equipment Inventory List
ATTACHMENT B3 – Entry Application for Custody Facilities
ATTACHMENT B4 – Performance Requirements Summary (PRS) Chart
ATTACHMENT B5 – Contract Discrepancy Report (CDR)
EXHIBIT C1 - RATE SCHEDULE PRICING (Not attached to Sample Agreement; See Exhibit 12A of Appendix D of the IFB)
EXHIBIT C2 - PREVENTATIVE MAINTENANCE EQUIPMENT PRICING (Not attached to Sample Agreement; See Exhibit 12B of Appendix D of the IFB)
EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION
EXHIBIT E1 - CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT E2 - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT E3 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT F - SAFELY SURRENDERED BABY LAW (Not Attached to Sample Agreement; See Appendix J of the IFB)
EXHIBIT G - JURY SERVICE ORDINANCE (Not Attached to Sample Agreement; See Appendix G of the IFB)
EXHIBIT H - DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE (Not attached to Sample Agreement; See Appendix L of the IFB)
EXHIBIT I - INVOICE DISCREPANCY REPORT (IDR)
EXHIBIT J - BUSINESS ASSOCIATE AGREEMENT UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

AGREEMENT
FOR
FUJI DIGITAL X-RAY CAPTURE SYSTEM
EQUIPMENT MAINTENANCE AND REPAIR SERVICES

This Agreement is entered into as of the _____ day of _____, 2015 by and between the County of Los Angeles ("County") and [_____], a [_____] organized under the laws of the State of [_____], located at [_____] ("Contractor"), to provide Fuji Digital X-Ray Capture System Equipment Repair and Maintenance Services for the Los Angeles County Sheriff's Department ("Department").

WHEREAS, County, through the Department, desires to contract with Contractor to provide Fuji Digital X-Ray Capture System Equipment Repair and Maintenance Services for the Department's Medical Services Bureau Radiology Equipment; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge, technical competence, and sufficient technicians to provide Fuji Digital X-Ray Capture System Equipment Repair and Maintenance Services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through J attached hereto, and any Attachments attached hereto or thereto, incorporated herein by this reference, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any Attachments thereto, according to the following descending priority:

1.2.1 Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work
Attachment B1 – Radiology Equipment Locations and Addresses
Attachment B2 – Radiology Equipment Inventory List
Attachment B3 – Entry Application for Custody Facilities
Attachment B4 – Performance Requirements Summary (PRS) Chart
Attachment B5 – Contract Discrepancy Report (CDR)

1.2.3 Exhibit C1 – Rate Schedule Pricing
Exhibit C2 – Preventative Maintenance Equipment Pricing

1.2.4 Exhibit D – Contractor's EEO Certification

1.2.5 Exhibit E1 – Contractor Acknowledgement and Confidentiality Agreement

1.2.6 Exhibit E2 – Contractor Employee Acknowledgement and Confidentiality Agreement

1.2.7 Exhibit E3 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement

1.2.8 Exhibit F – Safely Surrendered Baby Law

1.2.9 Exhibit G – Jury Service Ordinance

1.2.10 Exhibit H – Defaulted Property Tax Reduction Program Ordinance

1.2.11 Exhibit I – Invoice Discrepancy Report

1.2.12 Exhibit J – Business Associate Agreement under Health Insurance Portability and Accountability Act of 1996 (HIPAA)

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, Attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Caption, Section, and Paragraph headings used in the Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. DEFINITIONS

The following terms and phrases as used herein shall be construed to have the following meanings unless otherwise apparent from the context in which they are used.

2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement) of this Agreement.

2.2 "Amendment" has the meaning set forth in Section 6 (Change Orders and Amendments) of this Agreement.

2.3 "Board" means the Los Angeles County Board of Supervisors.

2.4 "Business Day" means Monday through Friday, excluding County observed holidays.

2.5 "Change Order" has the meaning set forth in Section 6 (Change Orders and Amendments) of this Agreement.

2.6 "Contractor" has the meaning set forth in the preamble of this Agreement.

2.7 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager) of this Agreement.

2.8 "County" has the meaning set forth in the preamble of this Agreement.

2.9 "County Counsel" means County's Office of the County Counsel.

2.10 "County Indemnitees" means the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers.

2.11 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director) of this Agreement.

2.12 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager) of this Agreement.

2.13 "Department" has the meaning set forth in the preamble of this Agreement.

2.14 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this

2.15 "Infringement Claims" has the meaning set forth in Section 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of this Agreement.

2.16 "Initial Term" has the meaning set forth in Section 7 (Term) of this Agreement.

2.17 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.6 (Invoice Discrepancy Report) of this Agreement.

2.18 "Labor Rates" means, for Contractor and Contractor 's staff, the fully burdened, all-inclusive rates for services set forth in Exhibit C1 (Rate Schedule Pricing) and Exhibit C2 (Preventative Maintenance Equipment Pricing) of this Agreement, which rates include an allocated average of direct and indirect costs, overhead, travel expenses, and administrative expenses.

2.19 "Maximum Contract Sum" has the meaning set forth in Section 8 (Prices and Fees) of this Agreement.

2.20 "Option Term" has the meaning set forth in Section 7 (Term) of this Agreement.

2.21 "Radiology Equipment" means the Department's Fuji Digital X-Ray Capture System equipment as set forth on Attachment B2 (Radiology Equipment Inventory List) of Exhibit B (Statement of Work) of this Agreement as such may be amended from time to time.

2.22 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.23 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all Attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.

2.24 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.25 "Term" has the meaning set forth in Section 7 (Term) of this Agreement.

2.26 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor required pursuant to this Agreement, including Exhibit B (Statement of Work) and all other Exhibits, and all fully executed Change Orders and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 "County Project Director" for this Agreement shall be the following person:

Kevin R. Kuykendall, Captain
Los Angeles County Sheriff's Department
Medical Services Bureau
Twin Towers Correctional Facility
450 Bauchet Street – Room E877B
Los Angeles, California 90012
Telephone: (213) 893-5460

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Section 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Rita Dineros, Director Medical Services
Los Angeles County Sheriff's Department
Medical Services Bureau
Twin Towers Correctional Facility
450 Bauchet Street – Room 873
Los Angeles, California 90012
Telephone: (213) 893-5510

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.2.6 County Project Manager shall issue a Contract Discrepancy Report, as soon as possible, to Contractor whenever a contract discrepancy is identified. A sample Contract Discrepancy Report form is attached as Attachment B5 (Contract Discrepancy Report) of Exhibit B (Statement of Work) of this Agreement.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days calendar prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Manager

4.1.1 "Contractor Project Manager" shall be the following person, who shall be a full-time employee of Contractor:

[ ]

4.1.2 Contractor Project Manager shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 During the Term of this Agreement, Contractor Project Manager shall be available to meet and confer with the County Project Manager at least quarterly in person or by phone, to review project progress and discuss project coordination.

4.1.4 Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.

4.1.5 Contractor Project Manager shall ensure that at least one (1) employee is available during the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, to respond to inquiries and complaints.

4.1.6 Notwithstanding Subparagraph 4.1.5 above, Contractor shall be available for emergency repair services as set forth in Subparagraph 3.2.2 of Exhibit B (Statement of Work) of this Agreement.

4.2 Approval of Contractor's Staff

4.2.1 County approves the proposed Contractor Project Manager listed in Subparagraph 4.1.1 above. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Manager or assigned repair and maintenance technician(s). If Contractor desires to replace, or if County, at its discretion, requires removal of the Contractor

Project Manager or assigned repair and maintenance technician(s), Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Manager or repair and maintenance technician.

4.2.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California.

4.2.3 All staff employed by and on behalf of Contractor who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.2.4 All staff employed by and on behalf of Contractor to perform Work under this Agreement shall pass a background investigation as described in Section 33.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of this Agreement.

4.3 Annual Report by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Manager with an annual report which contains the information set forth in Section 9.0 (Annual Reports) of Exhibit B (Statement of Work) of this Agreement, and such other information as County Project Manager may from time to time reasonably request.

5. WORK

5.1 Contractor shall fully and timely perform all Work required under this Agreement, including pursuant to any fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.

5.2 Contractor acknowledges that, subject to this Section 5 (Work), all Work performed under this Agreement, including pursuant to a fully executed Change Order or Amendment, is payable on a monthly basis in arrears, in accordance with Exhibit C1 (Rate Schedule Pricing) and Exhibit C2 (Preventative Maintenance Equipment Pricing) of this Agreement, this

Section 5 (Work), Section 8 (Prices and Fees), and Section 10 (Invoices and Payments) of this Agreement.

5.3 If Contractor provides any tasks, deliverables, goods, services, or Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

5.4 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Agreement.

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments). County reserves the right to change any portion of this Work required under this Agreement or amend such other terms and conditions as may become necessary. Any such revision shall be accomplished in the following manner:

6.1 For any change which does not materially affect the scope of Work, period of performance, price, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Director.

6.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to this Agreement shall be prepared and executed by Sheriff and Contractor.

6.3 For any change that materially affects the scope of Work, period of performance, price, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.

6.4 Notwithstanding Paragraphs 6.1 through 6.3 above, for (1) any Option Term extension of the Agreement, (2) modifications pursuant to Section 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of this Agreement, (3) the addition or deletion of custodial facilities, and (4) the addition, replacement, or deletion of Radiology Equipment which does not increase the Maximum Contract Sum by more

than ten percent (10%) for the Term of the Agreement, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

7. TERM

7.1 This term of this Agreement shall be from May 20, 2015 through May 19, 2018 (the "Initial Term"), unless terminated earlier in whole or in part, as provided in this Agreement.

7.2 The County has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the then-current Term of the Agreement, to extend the Term of this Agreement for up to four (4) additional one (1) year periods, and thereafter for a maximum of six (6) months in any increment (each an "Option Term"), for a maximum Term of the Agreement not to exceed seven (7) years and six (6) months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written Amendment signed by Sheriff and Contractor in accordance with Paragraph 6.4 above.

7.3 Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the then-current Term provided for in this Section 7 (Term).

7.4 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Option Term extension of this Agreement.

8. PRICES AND FEES

8.1 General

8.1.1 The prices and fees for this Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Agreement shall be as set forth on Exhibit C1 (Rate Schedule Pricing) and Exhibit C2 (Preventative Maintenance Equipment Pricing) of this Agreement.

8.1.2 The annual pricing for preventative maintenance services for each individual piece of Radiology Equipment shall be as set forth on Exhibit C2 (Preventative Maintenance Equipment Pricing) of this Agreement. The hourly Labor Rates for emergency and non-emergency repair services provided pursuant to Section 6.0

(Exclusions) of Exhibit B (Statement of Work) of this Agreement shall be as set forth on Exhibit C1 (Rate Pricing Schedule) of this Agreement. All other emergency and non-emergency repair services shall be provided at no cost to County.

8.1.3 Any parts provided as part of preventative maintenance services shall not be billed to County. The annual pricing for preventative maintenance services shall include the replacement of worn, defective, or broken parts with new parts specifically designed for the Radiology Equipment. However, any parts provided as part of emergency and non-emergency repair services shall not be billed to County except pursuant to Section 6.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement, which shall be billed at Contractor's actual cost, plus Contractor's markup which shall not exceed five percent (5%) of the cost. The cost for parts provided by Contractor as part of emergency and non-emergency repair services pursuant to Section 6.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement must be approved by County Project Manager or designee prior to purchase by Contractor as stated in Section 6.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement. Contractor shall be responsible for the cost of shipping and freight for all parts.

8.1.4 The annual pricing for preventative maintenance services for Radiology Equipment that is added or replaced by County during the Term of the Agreement shall be the annual pricing set forth in Exhibit C2 (Preventative Maintenance Equipment Pricing) of this Agreement, which is charged for the same or similar Radiology Equipment to that which is being added or replaced. The County Project Director shall be the sole judge as to "same or similar."

8.1.5 The annual pricing for preventative maintenance services for new types of radiology equipment that are added by County to Attachment B2 (Radiology Equipment Inventory List) of Exhibit B (Statement of Work) of this Agreement during the Term of this Agreement shall be incorporated into Exhibit C2 (Preventative Maintenance Equipment Pricing) of this Agreement pursuant to Paragraph 6.4 of this Agreement. All pricing for new types of Radiology Equipment, which are not the same or similar to existing Radiology Equipment set forth on Attachment B2 (Radiology Equipment Inventory List) of Exhibit B (Statement of Work) of this Agreement, shall be negotiated by the parties and shall have the County Project Director's prior approval.

8.1.6 Except as otherwise provided herein, all hourly and annual pricing set forth on Exhibit C1 (Rate Schedule Pricing) and Exhibit C2 (Preventative Maintenance Equipment Pricing) of this Agreement are all-inclusive rates and shall remain firm and fixed for the Term of the Agreement.

8.1.7 If Contractor provides any tasks, deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and Contractor shall have no claims whatsoever against County.

8.1.8 Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Maximum Contract Sum

8.2.1 The Maximum Contract Sum shall be the total monetary amount that would be payable by County to Contractor for providing all required Work under this Agreement for the Term of the Agreement, including all Option Terms. The Maximum Contract Sum shall not, expressly or by implication, exceed $_____. All payments under this Agreement shall be in accordance with Exhibit C1 (Rate Schedule Pricing) and Exhibit C2 (Preventative Maintenance Equipment Pricing) of this Agreement.

8.3 No Payment for Services Provided Following Expiration/Termination Agreement

Contractor shall have no claim against County for payment of any money or reimbursement of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 General

Contractor shall be paid monthly in arrears for all Work performed under this Agreement. Contractor invoice shall be submitted to County by the tenth (10th) calendar day of the month following the month in which services were rendered or Work was performed. County shall submit payment to Contractor within thirty (30) calendar days after a correct invoice has been approved for payment by the County Project Manager or designee.

10.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Director, or designee, as evidenced by the County Project Director's, or designee's, signature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.3 Detail

Each invoice submitted by Contractor shall include:

The tasks, subtasks, deliverables, goods, services, or other Work described in Exhibit B (Statement of Work) and Exhibit C1 (Rate Schedule Pricing) or Exhibit C2 (Preventative Maintenance Equipment Pricing) of this Agreement for which payment is claimed and the amount of payment therefore. Additionally, each invoice submitted by Contractor shall include:

10.3.1 County Agreement Number

10.3.2 Billing date

10.3.3 Serial number(s) of radiology equipment

10.3.4 Date services provided

10.3.5 A brief description of the services for which payment is claimed

10.3.6 Rate and amount for each service provided

10.3.7 Total cost for services provided

10.3.8 Parts reimbursement for emergency and non-emergency repair services pursuant to Section 6.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement: Contractor shall invoice for the part(s) showing actual cost plus Contractor's markup, which shall not exceed five (5) percent of the actual cost. Contractor shall submit (1) a copy of the written approval of the parts purchase by County Project Manager or designee, and (2) copies of the original (third-party) invoice for the part(s).

10.3.9 Equipment upgrades and improvements: For Original Equipment Manufacturer (OEM) recommended and/or County required radiology equipment upgrades and improvements which are charged by OEM and that receive prior written approval by County Project Manager or designee, Contractor may invoice County in accordance with Subparagraph 3.3.3 of Exhibit B (Statement of Work) of this Agreement. Contractor shall submit (1) copy of the written approval of the radiology equipment upgrade and improvement by County Project Manager or designee, and (2) copies of the original (third-party) invoice from the OEM to Contractor for the upgrade, improvement, and/or parts.

10.4 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including but not limited to travel, meal, parking, and lodging expenses, are not reimbursable by County, unless otherwise specified herein. Accordingly, Contractor's invoices shall not include out-of-pocket expenses except as authorized herein.

10.5 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.6 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report" (IDR) to Contractor within ten (10) calendar days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) calendar days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) calendar days of County's notice to Contractor of an IDR, then County payment will be made to Contractor minus the disputed charges. A sample IDR form is attached as Exhibit I (Invoice Discrepancy Report) of this Agreement.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.8 Submission of Invoices

Contractor shall submit an original invoice and one (1) copy of each invoice addressed as shown below:

ORIGINAL TO:

Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Medical Services Bureau
450 Bauchet Street, Room S238
Los Angeles, California 90012
Attention: County Project Manager

WITH A COPY TO:

Los Angeles County Sheriff's Department
Fiscal Administration

Accounts Payable Section – Contract Billing
4700 Ramona Boulevard, 3rd Floor
Monterey Park, California 91754

11. LIQUIDATED DAMAGES

11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.

11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the payment amount; and/or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in Attachment B4 (Performance Requirements Summary (PRS) Chart) of Exhibit B (Statement of Work) of this Agreement, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

11.2.3 Upon giving five (5) Business Days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from County, as determined by County.

11.3 The action noted in Paragraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Section shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Attachment B4 (Performance Requirements Summary (PRS) Chart) of Exhibit B (Statement of Work) of this Agreement or Paragraph 11.2 above, and shall not, in any manner, restrict or limit County's right to terminate this Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) calendar days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Medical Services Bureau
Twin Towers Correctional Facility
450 Bauchet Street, Room S238
Los Angeles, California 90012
Attention: County Project Manager
Email: RCDinero@lasd.org
Facsimile: (323) 415-2696

with a copy to:

(2) Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169
Assistant Director, Fiscal Administration/Contracts
Email: SCousin@lasd.org
Facsimile: (323) 415-6874

To Contractor: [_____]
Attention: [_____]
Email:
Fax:

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. SURVIVAL

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1 (Agreement and Interpretation), Section 2 (Definitions), Section 5 (Work), Section 6 (Change Orders and Amendments), Section 8 (Prices and Fees), Section 10 (Invoices and Payments), Section 11 (Liquidated Damages), Section 12 (Notices), Section 13 (Arm's Length Negotiations), Section 14 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions) of this Agreement. In addition, any other Section, Paragraph, Subparagraph of, or Exhibit to, this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, shall so survive.

AGREEMENT
FOR
FUJI DIGITAL X-RAY CAPTURE SYSTEM
EQUIPMENT MAINTENANCE AND REPAIR SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

[__type in Contractor's name__]

Signature: _____

Title: _____

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By _____
Senior Deputy County Counsel