



**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

**INVITATION FOR BIDS (IFB)
FOR
FUJI DIGITAL X-RAY CAPTURE SYSTEM
EQUIPMENT MAINTENANCE
AND REPAIR SERVICES**

IFB 529-SH

NOVEMBER 2014

NOTICE TO BIDDERS

THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THIS IFB. THESE REQUIREMENTS ARE INTENDED TO PROVIDE GENERAL INFORMATION ONLY AND ARE SUBJECT TO REVISION. THE RIGHTS AND OBLIGATIONS OF ANY PARTY CONTRACTING WITH THE COUNTY WILL BE DETERMINED IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE AGREEMENT AND APPLICABLE LAW.

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

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1.0 GENERAL INFORMATION

1.1 Purpose

The County of Los Angeles (County) Sheriff's Department (Department) is issuing this Invitation for Bids (IFB) to solicit bids from potential Contractors (Bidders) who can provide equipment maintenance and repair services for the Department's Fuji Digital X-Ray Capture System Equipment (Radiology Equipment).

The selected Contractor shall provide both preventative maintenance services and emergency and non-emergency repair services of the Department's Radiology Equipment. Contractor shall be required to provide technicians with expertise in the maintenance and repair of the Radiology Equipment listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB.

The Radiology Equipment is located in various Department custody facilities throughout the Los Angeles County Sheriff's Department, Medical Services Bureau (MSB) as set forth in Attachment B1 (Radiology Equipment Location and Addresses) of Appendix B (Statement of Work) of this IFB.

The Radiology Equipment services an average of 425 inmates daily, as part of the MSB communicable disease control program where each inmate, upon intake, is provided a chest screening x-ray in order to detect the presence of tuberculosis, or other threats to the health and safety of the inmate or others. Therefore, regular maintenance and repair services for the Department's Radiology Equipment are necessary to operate efficiently and effectively to meet the high demand of x-ray screenings with the least amount of downtime when problems are detected.

1.2 Overview of Solicitation Document

This IFB is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's Minimum Requirements; provides information regarding some of the requirements of the Agreement; and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders on how to prepare and submit their bids.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the bids will be reviewed and selected.

- **APPENDICES:**
 - **A - SAMPLE AGREEMENT:** Lists the terms and conditions of the Agreement.
 - **B - STATEMENT OF WORK:** Explains in detail the Work to be performed in the Agreement.
 - **C - INTENTIONALLY OMITTED**
 - **D - REQUIRED FORMS:** Forms contained in this Appendix must be completed and included in the bid, if applicable.
 - **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department to request a Solicitation Requirements Review.
 - **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
 - **G - JURY SERVICE ORDINANCE:** County Code.
 - **H - LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
 - **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
 - **J - SAFELY SURRENDERED BABY LAW:** County program.
 - **K - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB1262 (the Nonprofit Integrity Act of 2004) and identify available resources.
 - **L - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.3 Terms and Definitions

Throughout this IFB, references are made to certain terms, persons, groups, or departments/agencies. For convenience, the definitions of certain terms used in this IFB can be found in Section 2 (Definitions) of Appendix A (Sample Agreement) of this IFB.

1.4 Bidder's Minimum Requirements

Each interested and qualified Bidder that can demonstrate its ability to successfully provide the required services outlined in Appendix B (Statement of Work), and throughout this IFB, is invited to submit a bid, provided the Bidder meets the following requirements.

- 1.4.1 Bidder must have a minimum of two (2) years experience, within the last ten (10) years, maintaining and repairing radiology equipment that is the same or similar to the Radiology Equipment listed on Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB. Bidder shall submit references to verify this experience.
- 1.4.2 Bidder must have a minimum of two (2) years experience, within the last ten (10) years providing maintenance and repair services equivalent or similar to the services described in Appendix B (Statement of Work) of this IFB. Bidder shall submit references to verify this experience.
- 1.4.3 Bidder utilizes (or will utilize) a comprehensive equipment service-tracking and inventory database which is web accessible by County for the purpose of querying service status, service schedules, and inventory lists and generating reports.

Bidder shall describe the following in detail: (a) how Bidder's service-tracking and inventory database provides the required services outlined under Paragraph 3.5 (Service-Tracking and Inventory Database) of Appendix B (Statement of Work) of this IFB, or (b) If Bidder does not currently have a database in place, Bidder shall state their agreement to provide County with a timeline and target date for implementation of the required database prior to commencement of Work under the Agreement, if so awarded.

- 1.4.4 Bidder must have a Project Manager with two (2) years experience (a) managing maintenance and repair services on Radiology Equipment that is the same or similar to the Radiology Equipment listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB, and (b) providing maintenance and repair services equivalent or similar to the services described in Appendix B (Statement of Work) of this IFB.

Bidder shall submit a resume to verify experience of the proposed Project Manager if personnel is already identified for the position. If personnel is not yet identified for the position, then Bidder shall submit the corporate job description for such Project Manager. In such case,

Bidder shall provide a resume of the proposed Project Manager prior to commencement of Work under the Agreement, if so awarded.

- 1.4.5 Bidder must have qualified repair and maintenance technicians, which have experience (a) maintaining and repairing Radiology Equipment that is the same or similar to the Radiology Equipment listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB, and (b) providing services equivalent or similar to the services described in Appendix B (Statement of Work) of this IFB.

Bidder shall submit resumes to verify experience of proposed repair and maintenance technician personnel that are already identified for the positions. If personnel are not yet identified for the positions, then Bidder shall submit corporate job descriptions for such repair and maintenance technicians. In such case, Bidder shall provide resumes of proposed personnel prior to their commencement of Work under the Agreement, if so awarded.

- 1.4.6 Bidder must demonstrate that it operates and maintains a business office located within a 100-mile radius of the Department's Medical Services Bureau Administrative Offices, with a telephone in the company's name where the Bidder conducts business. The Medical Services Bureau Administrative Offices are located at:

450 Bauchet Street
Los Angeles, CA 90012

1.5 County Rights and Responsibilities

- 1.5.1 The County has the right to amend this IFB by written addendum. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Each such addendum shall be made available to each person or organization which County records indicate has received this IFB and shall be posted on the Department's website at: <http://shq.lasdnews.net/shq/contracts/info.html>.
- 1.5.2. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the bid not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Agreement Term

- 1.6.1 The Term of the Agreement shall be from May 20, 2015 through May 19, 2018, unless sooner terminated or extended as provided in the Agreement.
- 1.6.2 The County, at its sole and absolute option, shall be entitled to extend the Agreement for up to four (4) additional one-year terms, and thereafter for a maximum of six (6) months, in any increment, for a total maximum Term not to exceed seven (7) years and six (6) months.

1.7 Agreement Rates

The hourly and annual all-inclusive Labor Rates shall remain firm and fixed for the Term of the Agreement, including all option years.

1.8 Days of Operation

Contractor is required to provide services as defined in Section 3.0 (Specific Work Requirements) of Appendix B (Statement of Work) of this IFB for all Radiology Equipment listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB.

1.9 Contact with County Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, CA 91754
Attention: Carolyn J. Scott, Contract Analyst
E-mail address: cjscott@lasd.org
Fax Number: (323) 415-2739

Bidders are specifically directed not to contact any other County person or agent for any matter related to this IFB. If it is discovered that a Bidder contacted and/or received information from any County person or agent, other than the person specified above, regarding this IFB, County, in its sole determination, may disqualify the Bidder and its bid from further consideration.

1.10 Final Agreement Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors (Board) retains the right to exercise its

judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, an Agreement.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to Agreement award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.12 County Option to Cancel the IFB and/or Reject Bids

The County may, at its sole discretion, cancel this IFB at any time and/or reject any or all bids submitted in response to this IFB. The County shall not be liable for any costs incurred by the Bidder in connection with the preparation and submission of any bid. The County reserves the right to waive inconsequential disparities in a submitted bid.

1.13 Protest Policy Review Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services agreement, as described in Paragraph 2.4 (Solicitation Requirements Review) of this IFB. Additionally, any actual Bidder may request a review of a disqualification or of a proposed agreement award under such solicitation as described respectively in Paragraph 3.3 (Disqualification Review) and Paragraph 3.5 (Department's Proposed Contractor Selection Review) of this IFB. Under any such review, it is the responsibility of the Bidder challenging the decision of a County department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed agreement award, as the case may be.

1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of an agreement based on a Bidder protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.13.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services agreement provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference Paragraph 2.4 (Solicitation Requirements Review) of this IFB).
- Review of a Disqualified Bid (Reference Paragraph 3.3 (Disqualification Review) of this IFB).
- Review of Proposed Contractor Selection (Reference Paragraph 3.5 (Department's Proposed Contractor Selection Review) of this IFB).

1.14 Notice to Bidders Regarding the Public Records Act

1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when (1) Agreement negotiations are complete; (2) Department receives a letter from the recommended Bidder's authorized officer that the negotiated Agreement is the firm offer of the recommended Bidder; and (3) Department releases a copy of the recommended Bidder's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055.

- Notwithstanding the above, absent extraordinary circumstances, all bids will become a matter of public record when the Department's Bidder recommendation appears on the Board agenda.
- Exceptions to disclosure are those parts or portions of all bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective bid**

which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Section 12.0 (Indemnification and Insurance) and Section 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB. Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Section 12.0 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB.

1.16 SPARTA Program

A County program, known as SPARTA (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1.17 Injury and Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.18 Background and Security Investigations

At any time prior to or during the Term of the Agreement, all Contractor's staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Agreement shall be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Section 3.0 (Confidentiality) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB, and the Independent Contractor Status provision contained in Section 40.0 (Independent Contractor Status) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB.

1.20 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 5 (Certification of No Conflict of Interest) of Appendix D (Required Forms) of this IFB.

1.21 Determination of Bidder Responsibility

- 1.21.1 A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the agreement. It is the County's policy to conduct business only with responsible Bidders.
- 1.21.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any agreements, including but not limited to County agreements. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
- 1.21.3 The County may declare a Bidder to be non-responsible for purposes of this solicitation if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or

submitted a false claim against the County or any other public entity.

- 1.21.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.21.5 If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.
- 1.21.6 These terms shall also apply to proposed subcontractors of Bidders on County agreements.

1.22 Bidder Debarment

- 1.22.1 Each Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing agreements with County, if the Board of Supervisors finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.22.2 If there is evidence that the apparent highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or Bidder's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.5 If a Bidder has been debarred for a period longer than five (5) years, that Bidder may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Bidder has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the

request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 1.22.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.8 These terms shall also apply to proposed subcontractors of Bidders on County agreements.
- 1.22.9 Appendix H (Link to Listing of Contractors Debarred in Los Angeles County) of this IFB provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.23 Bidder's Adherence to County Child Support Compliance Program

Bidders shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Agreement that may be awarded pursuant to this IFB. Failure to comply may be cause for termination of an Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the Agreement or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of an Agreement.

1.24.2 Bidder Notification to County

A Bidder shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

1.24.3 Form of Improper Consideration

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

1.25 Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or agreement must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Exhibit 6 (Familiarity of the County Lobbyist Ordinance Certification) of Appendix D (Required Forms) of this IFB, as part of their bid.

1.26 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I (IRS Notice 1015) of this IFB.

1.27 Consideration of GAIN/GROW Participants for Employment

- 1.27.1 As a threshold requirement for consideration for agreement award, Bidders shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for an agreement award.
- 1.27.2 Bidders shall complete and return Exhibit 9 (Attestation of Willingness to Consider Gain/Grow Participants) of Appendix D (Required Forms) of this IFB as part of their bid.

1.28 County's Quality Assurance Plan

After agreement award, the County or its agent will evaluate the Contractor's performance under the Agreement on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Agreement and performance standards identified in Exhibit B (Statement of Work) of the Agreement. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Agreement in whole or in part, or impose other penalties as specified in the Agreement.

1.29 Recycled Bond Paper

Bidder shall be required to comply with the County's policy on recycled bond paper as specified in Section 31.0 (Recycled-Content Paper) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB.

1.30 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Appendix J (Safely Surrendered Baby Law) of this IFB, and is also available on the Internet at www.babysafela.org for printing purposes.

1.31 County Policy on Doing Business with Small Business

- 1.31.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.31.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.33 (Local Small Business Enterprise Program) of this IFB.
- 1.31.3 The Jury Service Program provides exceptions to the program if a company qualifies as a small business. It is important to note that each program has a different definition for Small Business. You may qualify as a small business in one program but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.32 (Jury Service Program) of this IFB.
- 1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F (County of Los Angeles Policy on Doing Business with Small Business) of this IFB.

1.32 Jury Service Program

The prospective Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix G (Jury Service Ordinance) of this IFB and the pertinent jury service provisions of Section 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement), both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.32.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury

service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.32.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Agreement is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.32.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate on Exhibit 10 (Certification Form and Application for Exception) of Appendix D (Required Forms) of this IFB, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.33 Local Small Business Enterprise (SBE) Preference Program

- 1.33.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.33.2 To apply for certification as a Local SBE, businesses may register at the Internal Services Department's web-site at: <http://laosb.org>.
- 1.33.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to Exhibit 7 (Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) of Appendix D (Required Forms) of this IFB with their bid. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.33.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.34 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

1.35 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) of Appendix D (Required

Forms) of this IFB. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

1.36 Transitional Job Opportunities Preference Program

- 1.36.1 In reviewing bids, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.
- 1.36.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 1.36.3 To request the Transitional Job Opportunities Preference, Bidder must complete Exhibit 15 (Transitional Job Opportunities Preference Program) of Appendix D (Required Forms) of this IFB, and submit it along with all supporting documentation with their bid.

1.37 Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit J (Business Associate Agreement under Health Insurance Portability and Accountability Act of 1996 (HIPAA)) of Appendix A (Sample Agreement) of this IFB.

1.38 Bidder's Charitable Contributions Compliance

- 1.38.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix K (Background and Resources: California Charities Regulation) of this IFB. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.38.2 All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete Exhibit 11 (Charitable Contributions Certification) of Appendix D (Required Forms) of this IFB. A completed Exhibit 11 (Charitable Contributions Certification) of Appendix D (Required Forms) of this IFB is a required part of any Agreement with the County.
- 1.38.3 In Exhibit 11 (Charitable Contributions Certification) of Appendix D (Required Forms) of this IFB, prospective Contractors certify either that:
- They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement; **OR**
 - They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 1.38.4 Prospective County Contractors that do not complete Exhibit 11 (Charitable Contributions Certification) of Appendix D (Required Forms) of this IFB as part of the solicitation process may, in the County's sole discretion, be disqualified from Agreement award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.39 Defaulted Property Tax Reduction Program

- 1.39.1 The prospective Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix L (Defaulted Property Tax Reduction Program) of this IFB and the pertinent provisions of Sections 62.0 and 63.0 of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB, both of which are incorporated by reference into and made a part of this IFB. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 1.39.2 Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 14 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) of Appendix D (Required Forms) of this IFB. Failure to maintain compliance, or to timely cure defects, may be cause for termination of an Agreement or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).
- 1.39.3 Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.40 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 1.40.1 The County will give DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
- 1) A business which is certified by the State of California as a DVBE;
or
 - 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 1.40.2 Certified DVBE vendors must request the preference in their solicitation responses and may not request the preference the certification process has been completed and certification is affirmed.

- 1.40.3 In no case shall the DVBE Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.
- 1.40.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified DVBE.
- 1.40.5 To request the Disabled Veteran Business Enterprise Preference, Bidder must complete and submit Exhibit 16 (Request for DVBE Preference Program Consideration) of Appendix D (Required Forms) of this IFB, with supporting documentation with their bid.
- 1.40.6 Information about the State's DVBE, certification regulation is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>.
- 1.40.7 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>.

1.41 Time Off for Voting

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

2.0 INSTRUCTIONS TO BIDDERS

This Section 2.0 (Instructions to Bidders) contains key project dates and activities as well as instructions to Bidders on how to prepare and submit their bid.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement unless such understanding or representation is included in the Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a bid shall be sufficient cause for rejection of the bid. The evaluation and determination in this area shall be at the County's sole and absolute discretion.

2.3 IFB Timetable

The timetable for this IFB is as follows:

- Release of IFB.....**Refer to Bulletin #1**
- Request for a Solicitation Requirements Review Due.....**Refer to Bulletin #1**
- Written Questions Due**Refer to Bulletin #1**
- Questions and Answers Released.....**Refer to Bulletin #1**
- **Bid due by 3:00 p.m. (Pacific Time)****Refer to Bulletin #1**

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) of this IFB to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is received by the Department by the date specified in Bulletin #1.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid.

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Bidder.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid due date.

2.5 Bidders' Questions

- 2.5.1 Bidders may submit written questions regarding this IFB by mail, fax or e-mail to the Contract Analyst identified below. All questions must be received by the date specified in Bulletin #1. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB. The addendum will be made available to all Bidders, in addition to being posted on the Department's Website at <http://shq.lasdnews.net/shq/contracts/info.html>.
- 2.5.2 When submitting questions, please specify the IFB section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. County reserves the right to group similar questions when providing answers.
- 2.5.3 Questions regarding the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in the County not receiving the best possible responses from Bidder should be addressed under the Solicitations Requirement Review pursuant to Paragraph 2.4 (Solicitation Requirements Review) of this IFB.
- 2.5.4 Questions shall be addressed to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, CA 91754
Attention: Carolyn J. Scott, Contract Analyst
E-mail address: cjscott@lasd.org
Fax Number: 323-415-2739

2.6 Preparation of the Bid

All bids must be bound and submitted in the prescribed format. Any bid that deviates from this format may be rejected without review at the County's sole discretion.

2.7 Bid Format

The content and sequence of the bid must be as follows:

- Bidder's Organization Questionnaire/Affidavit
- Table of Contents
- Bidder's Price Sheet (Section A)
- Bidder's Qualifications (Section B)
- Required Forms (Section C)
- Proof of Insurability (Section D)
- Proof of License (Section E)
- Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section F)

2.7.1 Bidder's Organization Questionnaire/Affidavit

The Bidder shall complete, sign, and date Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) of Appendix D (Required Forms) of this IFB and include it with the bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the Bidder in an Agreement.

2.7.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.3 Bidder's Price Sheet (Section A)

Bidder shall complete and submit in Section A (Bidder's Price Sheet) of the bid, the following forms found in Appendix D (Required Forms) of this IFB:

- Rate Schedule Pricing – Exhibit 12A
- Preventative Maintenance Equipment Pricing - Exhibit 12B

- Certification of Independent Price Determination and Acknowledgement of IFB Restrictions – Exhibit 13

2.7.4 Bidder's Qualifications (Section B)

Bidder shall demonstrate that the Bidder's organization has the qualifications to perform the required services. The following sections must be included in Section B (Bidder's Qualifications) of the bid:

A. Bidder's Background and Experience (Section B.1)

Bidder shall demonstrate in Section B.1 (Bidder's Background and Experience) of the bid that the Bidder's organization has the experience and financial capability to perform the required services as a corporation or other entity, as set forth in Appendix B (Statement of Work) of the IFB. The following sections must be included in Section B.1 (Bidder's Background and Experience) of the bid:

- Bidder must demonstrate that the organization is adequately staffed and employees are trained to provide the required services.
- Bidder must demonstrate the capacity to perform the required services.
- Bidder must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind company.
- Bidder shall describe the following in detail: (a) how Bidder's service-tracking and inventory database provides the required services outlined under Paragraph 3.5 (Service-Tracking and Inventory Database) of Appendix B (Statement of Work) of this IFB. or (b) If Bidder does not currently have a database in place, Bidder shall state their agreement to provide County with a timeline and target date for implementation of the required database prior to commencement of Work under the Agreement, if so awarded.
- Bidder must provide a summary of relevant background information to demonstrate that the Bidder meets the Minimum Requirements stated in Paragraph 1.4 (Bidder's Minimum Requirements) of this IFB. Bidder shall include resumes to verify experience for personnel that are already identified for the positions. If personnel are not yet identified for the positions, then Bidder shall submit their corporate job

descriptions. In such case, Bidder shall provide resumes of personnel prior to their commencement of Work under the Agreement, if so awarded.

- Bidder shall indicate that it operates and maintains a business office located within a 100 mile radius of the Department's Medical Services Bureau Administrative Offices, with a telephone in the company's name where the Bidder conducts business in accordance with the Bidders Minimum Requirements as outlined in Subparagraph 1.4.6 of this IFB. The Medical Services Bureau Administrative Offices are located at:

450 Bauchet Street
Los Angeles, CA 90012

Taking into account the structure of the Bidder's organization, Bidder shall determine which of the below referenced supporting documents the County requires in this Section of the bid. If the Bidder's organization does not fit into one of these categories, upon receipt of the bid or at some later time, the County may, in its discretion, request additional documentation regarding the Bidder's business organization and authority of individuals to sign Agreements.

If the below referenced documents are not available at the time of bid submission, Bidders must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Bidder must submit the following documentation with the bid:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Bidder must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign

Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Bidder's References (Section B.2)

It is the Bidder's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) of Appendix D (Required Forms) of this IFB. Please alert the clients providing references that the County will be contacting them.

1. County may disqualify a Bidder in its sole discretion if:

- References fail to substantiate Bidder's description of the services provided; or
- References fail to support the Bidder's Minimum Requirements set forth in Paragraph 1.4 (Bidder's Minimum Requirements) of this IFB; or
- References fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel; or
- The Department is unable to reach the point of contact with reasonable effort of three (3) attempts. It is the Bidder's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

2. The Bidder must complete and include the following Exhibits 2, 3, and 4 of Appendix D (Required Forms) of this IFB with the bid.

- Exhibit 2 (Prospective Contractor References)

Bidder must provide a minimum of three (3) references, from different entities, where the same or similar scope of services were provided in accordance with the Bidder's Minimum Requirements as outlined under Subparagraph 1.4.1 and 1.4.2 of this IFB.

- Exhibit 3 (Prospective Contractor List of Contracts)

Bidder must provide a list of all public entities and County contracts under which the Bidder has provided service within the last five (5) years. Use additional sheets if necessary.

- Exhibit 4 (Prospective Contractor List of Terminated Contracts)

Bidder must provide a list of all contracts terminated within the past three (3) years with a reason for termination.

C. Bidder's Pending Litigation, Threatened Litigation, and Judgments (Section B.3)

Bidder shall identify by name, case, and court jurisdiction any pending litigation in which Bidder is involved or judgments against Bidder in the past five (5) years. Bidder shall provide a statement describing the size and scope of any pending or threatened litigation against the Bidder or principals of the Bidder. If a Bidder has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in Section B.3 (Bidder's Pending Litigation, Threatened Litigation, and Judgments) of the bid.

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Bidder being found non-responsive, and the bid may be eliminated from future review at County's absolute and sole discretion.

D. Financial Capability (Section B.4)

Bidder shall provide copies of the Bidder's financial statements for fiscal years 2013, 2012, and 2011, prepared in compliance with Generally Accepted Accounting Practices (GAAP). Statements should include the Bidder's assets, liabilities, and net worth. Include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. Do not submit income tax returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page. Failure or refusal to submit financial statements may result in the bid being found non-responsive and rejected without further review in the County's sole and absolute discretion.

2.7.5 Required Forms (Section C)

Bidder shall include the following business forms, as provided in Appendix D (Required Forms) of this IFB in the bid. Bidder shall complete, sign, and date all applicable forms.

The person signing all forms must be authorized to sign on behalf of the Bidder and to bind the Bidder in an Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 5 Certification of No Conflict of Interest

Bidder must certify that no employee, who prepared or participated in the preparation of the bid, is within the purview of County Code Section 2.180.010.

Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification

Bidder must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Bidder comply with the ordinance during the IFB process and otherwise.

Exhibit 7 Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, if applicable

Bidder shall complete the form and attach it and the Local SBE Certification letter issued by the County of Los Angeles Internal Services Department to the IFB.

Note: Bidder must be certified as a Local SBE prior to bid submission to be eligible to request consideration for the Local SBE Preference.

Exhibit 8 Bidder's EEO Certification

Bidder must certify compliance with EEO laws, regulations, and policies.

Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants

Bidder must demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment

opening if they meet the minimum qualifications for that opening. Bidder shall also attest to a willingness to provide employed GAIN/GROW participants access to Bidder's employee mentoring program, if available.

Exhibit 10 Contractor Employee Jury Service Program – Certification Form and Application for Exception

Bidder shall complete and submit this form with the bid. If Bidder is requesting an exception to this program, Bidder shall submit all necessary documents to support the request.

Exhibit 11 Charitable Contributions Certification

Bidder must check the certification that is applicable and submit this form with the bid.

Exhibit 13 Certification of Independent Price Determination & Acknowledgement of IFB Restrictions

Bidder shall complete and submit this form with the bid.

Exhibit 14 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Bidder shall complete and submit this form with the bid.

Exhibit 15 Transitional Job Opportunities Preference Program, if applicable

If applicable, the Transitional Job Opportunities Preference Application must be completed and submitted with all required supporting documents.

Exhibit 16 Request for Disabled Veteran Business Enterprise Preference Program Consideration, if applicable

If applicable, the Disabled Veteran Business Enterprise Preference Application must be completed and submitted with all required supporting documents.

2.7.6 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in Section 12.0 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB. If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a

willingness to provide the required coverage should the Bidder be awarded an Agreement may be submitted with the bid.

2.7.7 Proof of Licenses and/or Certifications (Section E)

Bidder must furnish a copy of all applicable licenses and/or certifications.

2.7.8 Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section F)

A. It is the duty of every Bidder to thoroughly review Appendix A (Sample Agreement) of this IFB, including Exhibit A (Additional Terms and Conditions) thereto, and Appendix B (Statement of Work) of this IFB. The terms and conditions of Appendix A (Sample Agreement), and Appendix B (Statement of Work) of this IFB are not negotiable. Section F (Acceptance of Terms and Conditions in the Sample Agreement and Requirements of the Statement of Work) of the bid must include a statement that the Bidder accepts the terms and conditions and requirements of Appendix A (Sample Agreement), including Exhibit A (Additional Terms and Conditions) of this IFB and Appendix B (Statement of Work) of this IFB.

B. The County reserves the right to make changes to Appendix A (Sample Agreement), including Exhibit A (Additional Terms and Conditions), of this IFB and Appendix B (Statement of Work) of this IFB, including any Attachments and Exhibits thereto, at its sole discretion.

2.8 Bid Submission

The original bid and three (3) numbered identical hard copies, and three (3) Compact Discs, each containing the bid in electronic format, shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:

**“INVITATION FOR BIDS (IFB) 529-SH
FOR
FUJI DIGITAL X-RAY CAPTURE SYSTEM EQUIPMENT
MAINTENANCE AND REPAIR SERVICES”**

Bids shall be delivered or mailed to the following:

Los Angeles County Sheriff's Department
Contracts Unit – Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Carolyn J. Scott, Contract Analyst

It is the sole responsibility of the submitting Bidder to ensure that his/her bid is received before the bid due date and time specified in Bulletin #1, or any addendum amending the bid due date and time. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any bids received after the scheduled closing date and time for receipt of bids, as stated in Bulletin #1, or any addendum amending the bid due date and time, will not be accepted and will be returned to the sender unopened. Timely hand-delivered bids are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All bids shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) calendar days following the bid due date and time set forth in Bulletin #1, or any addendum amending the bid due date and time. In the event the County is unable to complete successful negotiations and enter into an Agreement within the two hundred seventy (270) day period, the County may request that all Bidders extend their offers for a period of time thereafter. In that event, any Bidder unwilling to extend its offer may be removed from consideration.

2.9 Bid Corrections and Errors

If Bidder realizes, before the bid due date, that the submitted bid contains one of more errors, Bidder may request in writing that the bid be withdrawn. If there are one or more errors, Bidder may resubmit another bid with each error corrected up to the bid due date. Once bid due date has passed, all bids received on time stand as written. Requests for withdrawal shall be sent to:

Contracts Manager
Los Angeles County Sheriff's Department
Contracts Unit – Room 214
4700 Ramona Boulevard
Monterey Park, California 91754

In addition, if County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or that there is missing information in any submitted bid, County, in its sole discretion, may request in writing that the particular Bidder submit a written correction of the applicable portions of its bid within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Bidder understands and agrees that any such correction shall be limited to correction errors in submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the bid for all purposes including bid review/evaluation. If Bidder fails to submit such correction or missing information within the County-specified time period, the bid shall stand as written.

3.0 BID REVIEW AND SELECTION PROCESS

3.1 Review Process

- 3.1.1 Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the Local SBE Preference, Transitional Job Opportunities Preference, or Disabled Veteran Business Enterprise Preference, the lowest bid price will be determined as follows:

Local SBE Preference:

Eight percent (8%) of the lowest bid price submitted will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the bid price submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference:

Eight percent (8%) of the lowest bid price submitted will be calculated, and that amount will be deducted from the bid price submitted by all Bidders who requested and were granted the Transitional Job Opportunities Preference.

Disabled Veteran Business Enterprise Preference:

Eight percent (8%) of the lowest bid price submitted will be calculated, and that amount will be deducted from bid price submitted by all Bidders who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$50,000.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

- 3.1.2 The lowest price bid will be reviewed to determine whether it is responsive and responsible. The following steps will be performed until it is determined which is the lowest price, and most responsive and responsible bid.

3.2 Adherence to Minimum Requirements

County shall review the Bidders completed Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) of Appendix D (Required Forms) of this IFB, and the appropriate information, references, and/or documentation, to determine if the Bidder meets the Bidder's Minimum Requirements as outlined in Paragraph 1.4 (Bidder's Minimum Requirements) of this IFB.

Failure of the Bidder to meet the Bidder's Minimum Requirements outlined in Paragraph 1.4 (Bidder's Minimum Requirements) of this IFB may eliminate its bid from any further consideration. The County may elect to waive any informality in a bid if the sum and substance of the bid is present.

3.3 Disqualification Review

A bid may be disqualified from consideration because a Department determined it was a non-responsive bid at any time during the review/evaluation process. If a Department determines that a bid was disqualified due to non-responsiveness, the Department shall notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, the Bidder may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Bidder;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

3.4 Bid Review

3.4.1 Bidder's Price Sheet (Section A)

All forms listed in Subparagraph 2.7.3 (Bidder's Price Sheet (Section A)) of this IFB must be included in Section A (Bidder's Price Sheet) of the bid.

3.4.2 Bidder's Qualifications (Section B)

1. Bidders will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 (Bidder's Background and

Experience) of the bid.

2. Bidder will be evaluated on the verification of references provided in Section B.2 (Bidder's References) of the bid. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. Additionally, a review of terminated contracts will be conducted which may result in point deductions.
3. A review will be conducted to determine the significance of any pending litigation, threatened litigation, or judgments against the Bidder as provided in Section B.3 (Bidder's Pending Litigation, Threatened Litigation, and Judgments) of the bid.
4. A review will be conducted of the Bidder's financial statements as provided in Section B.4 (Financial Capability) of the bid.

3.4.3 Required Forms (Section C)

All forms listed in Subparagraph 2.7.5 (Required Forms (Section C)) of this IFB must be included in Section C (Required Forms) of the bid.

3.4.4 Proof of Insurability (Section D)

A review of the proof of insurability provided in Section D (Proof of Insurability) of the bid will be conducted.

3.4.5 Proof of Licenses (Section E)

A review of the proof of licenses provided in Section E (Proof of Licenses) of the bid will be conducted.

3.4.6 Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section F)

Bidder shall include a statement, accepting the terms and conditions in Appendix A (Sample Agreement), including Exhibit A (Additional Terms and Conditions) of this IFB and the requirements of Appendix B (Statement of Work) of this IFB, in Section F (Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work) of the bid.

3.5 Department's Proposed Contractor Selection Review

3.5.1 Proposed Contractor Selection Review

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Subparagraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Bidder;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the bid format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended Contractor.
 - c. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the department's alleged failure, the Bidder would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the agreement

award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a review by a County Independent Review Panel (see Subparagraph 3.5.2 below).

3.5.2 County Independent Review Process

Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting the County Independent Review is a Bidder;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Subparagraph 3.5.1 above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Bidder.

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**

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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)
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**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

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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

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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (this "Exhibit"), as used herein, have the meanings given to such terms in the Section 2 (Definitions) of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
 - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County

Project Director, which approval shall not be unreasonably withheld; and

- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the Agreement.

- 1.2.5 Contractor shall obtain an executed Exhibit E3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement), of the Agreement for each of subcontractor's employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract, but in no event later than the date any such employee commences performing Work under the Agreement.

1.3 Contractor Responsibilities

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation to properly supervise, coordinate, and perform all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under the Agreement.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by, and shall be deemed to have assumed and agreed to be bound by, each and all of the provisions of the Agreement and any fully

executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure). Such provisions are collectively referred to as the "Dispute Resolution Procedures". Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

- 2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall

promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to the County Project Manager and Contractor Project Manager for the purpose of endeavoring to resolve such dispute.

2.3.2 If the County Project Manager and Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the County Project Director and Contractor Project Manager for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the County Project Director and Contractor Project Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for

Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under the Agreement, shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events, or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement) of the Agreement, an executed Exhibit E2 (Contractor Employee Acknowledgment and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Agreement, and an executed Exhibit E3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of the Agreement for each of its non-employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of the Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of the Agreement, County shall not be obligated in any way under the Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Resolicitation of Bids, Proposals, or Information) of this Exhibit.

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term of the Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name), other than the requirements set forth in Subparagraph 3.4.2 above, shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request

by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of the Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached the Agreement; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required under the Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under the Agreement, or of any obligations of the Agreement, and, in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 5.2 In the event that County terminates the Agreement in whole or in part as provided in Paragraph 5.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of the Agreement to the extent not terminated under the provisions of this Section 5.0 (Termination for Default).
- 5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience) of this Exhibit.
- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part, from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with the Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), and Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 11 (Liquidated Damages) of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day-to-day operations due to the unavailability

of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C1 (Rate Schedule Pricing) and Exhibit C2 (Preventative Maintenance Equipment Pricing) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Manager. Contractor further agrees that in the event that County terminates the Agreement for any breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in the Agreement, Contractor represents, warrants, and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the Agreement, including Exhibit B (Statement of Work) of the Agreement.
- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its employees performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of the Agreement and until all of its obligations pursuant to the Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 12.2 (General Provisions for All Insurance Coverage) and Paragraph 12.3 (Insurance Coverage) of this Exhibit. These minimum

insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to the Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

12.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under the Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in the Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department

Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Contract Compliance Manager

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to the Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

12.2.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, elected officials, officers, agents, employees, and volunteers (collectively, "County and its Agents") shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.2.3 **Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain, a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in

the sole discretion of the County, upon which the County may suspend or terminate the Agreement.

12.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate the Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

12.2.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

12.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to the Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

12.2.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to the Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.2.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall

require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

12.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of the Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

12.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

12.2.13 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.2.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12.3 Insurance Coverage

12.3.1 **General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

12.3.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to the Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

12.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

12.3.4 **Property Coverage** insurance covering Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured

and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 Indemnification Obligation. Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of Contractor's Work under the Agreement (collectively, in this Section 13.0 (Intellectual Property Indemnification), "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or the Agreement, County shall be entitled to reimbursement for all such costs and expenses.

13.2 Procedures. County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

13.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Paragraph 13.2 (Procedures), above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or damages or other costs or expenses in this Paragraph 13.3, (Remedial Acts). Contractor shall indemnify County under Paragraph 13.1 (Indemnification Obligation), for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under the Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

14.0 **BUDGET REDUCTIONS**

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the Term of the Agreement (including any Option Terms), and the services to be provided by Contractor under the Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in the Agreement.

15.0 **FORCE MAJEURE**

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services

from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on the Agreement, or other agreements, which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including the Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

- 17.1 In the performance of the Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference.
- 17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age,

or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached as Exhibit D (Contractor's EEO Certification) of the Agreement.
- 19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:
 - 19.4.1 Title VII, Civil Rights Act of 1964;
 - 19.4.2 Section 504, Rehabilitation Act of 1973;
 - 19.4.3 Age Discrimination Act of 1975;
 - 19.4.4 Title IX, Education Amendments of 1973, as applicable; and
 - 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
 - 19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit.

19.6 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.
- 21.2 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees), arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term of the Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

- 23.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed

in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

- 23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest) shall be a material breach of the Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into an agreement for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist

Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Agreement by Contractor, for which County may immediately terminate the Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

29.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support

evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

- 29.2 The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 30.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Agreement pursuant to Section 5.0 (Termination for Default), and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the

maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

The Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G (Jury Service Ordinance) and incorporated by reference into and made a part of the Agreement.

32.2 Written Employee Jury Service Policy.

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0

(Compliance with Jury Service Program), shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

33.1 Each of Contractor's staff performing services under the Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder in accordance with Paragraph 4.3 (Facility Access) of Exhibit B (Statement of Work) of the Agreement. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County will provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft, or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law

or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

38.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 39.1 of this Exhibit.

39.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit.

41.0 RECORDS AND AUDITS

- 41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be

performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 41.3 If, at any time during or after the Term of the Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the

County Project Director and the Contractor Project Manager. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 (Records and Audits) of this Exhibit, shall constitute a material breach upon which County may terminate or suspend the Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

During the Term of the Agreement, Contractor shall obtain, and maintain in effect all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. During the Term of the Agreement, Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain, and maintain in effect all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
Attn: Contracts Manager
4700 Ramona Boulevard
Monterey Park, California 91754

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third

party beneficiary of the Agreement, except that this Section 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of the Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in Attachment B4 (Performance Requirement Summary (PRS) Chart) of Exhibit B (Statement of Work) of the Agreement.

46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the Term of the Agreement.

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACTOR SUM PROVISION)

If applicable, Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of the Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of the 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 the Agreement.

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

Contractor shall notify and provide to its employees and shall require each subcontractor performing Work under the Agreement to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of the Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

49.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the Term of the Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

51.0 PUBLIC RECORDS ACT

- 51.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Section 41.0 (Records and Audits) of this Exhibit, as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for the Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 51.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

52.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM (IF APPLICABLE)

- 52.1 The Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the

information withheld was relevant to its request for certification, and which by reason of such certification has been awarded the Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting an Agreement award.

53.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or

changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The Agreement shall not restrict County or the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

59.1 The Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- 59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded the Agreement to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting an agreement award.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of the Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for the Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for

the Agreement, then the Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

62.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

62.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

62.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of the Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, which is attached as Exhibit H (Defaulted Property Tax Reduction Program Ordinance) of the Agreement.

63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Exhibit shall constitute default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate the Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

64.0 TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

65.0 HEALTH INSURANCE PORTABILTY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

- 65.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 65.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 65.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify the Department that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

* * * * *

EXHIBIT B

STATEMENT OF WORK

(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX B, STATEMENT OF WORK,
OF THE IFB)

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

EXHIBIT C1

RATE SCHEDULE PRICING

(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX D, REQUIRED FORMS,
EXHIBIT 12A, RATE SCHEDULE PRICING,
OF THE IFB)

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

EXHIBIT C2

PREVENTATIVE MAINTENANCE EQUIPMENT PRICING

(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX D, REQUIRED FORMS,
EXHIBIT 12B, PREVENTATIVE
MAINTENANCE EQUIPMENT PRICING,
OF THE IFB)

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

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

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

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

EXHIBIT E1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E2

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

CONTRACTOR NAME _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E3

CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

CONTRACTOR NAME _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgment and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department
IFB 529-SH

Exhibit E3, Acknowledgement and Confidentiality Agreement (Non-Employee)
Fuji Digital X-Ray Capture System
Equipment Maintenance and Repair Services

EXHIBIT F

SAFELY SURRENDERED BABY LAW

(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX J, SAFELY SURRENDERED
BABY LAW, OF THE IFB)

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

EXHIBIT G

JURY SERVICE ORDINANCE

(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX G, JURY SERVICE
ORDINANCE, OF THE IFB)

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

EXHIBIT H

DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX L, DEFAULTED PROPERTY
TAX REDUCTION PROGRAM, OF THE IFB)

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

EXHIBIT I

INVOICE DISCREPANCY REPORT (IDR)

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

INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Director

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
County Project Manager

2. **REVIEWED:**

Signed: _____ Date: _____
County Project Director

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

Date received from County Project Director: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

5. **Approved by COUNTY:**

Date: _____
Date: _____

6. **Contractor Notified on** _____ (Date)

INSTRUCTIONS

County Project Manager: Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to County Project Director in writing within ten (10) days of receipt of IDR.
Copy LASD [Master Contract File]

EXHIBIT J

**BUSINESS ASSOCIATE UNDER THE HEALTH
INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (“HIPAA”)**

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

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person

- who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such

Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business

Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- b) The number of Individuals whose Protected Health Information is involved;
- c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or

Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- b) The number of Individuals whose Protected Health Information is involved;
- c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall

delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the

receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

9.1.1.1 The date of the Disclosure;

9.1.1.2 The name, and address if known, of the entity or person who received the Protected Health Information;

9.1.1.3 A brief description of the Protected Health Information Disclosed; and

9.1.1.4 A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business

Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

13.1.2.1 A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

- 13.1.2.2 A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 13.1.2.3 Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - 13.1.2.4 A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - 13.1.2.5 Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement,

with or without payment that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-

breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business

Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6** Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement,

with or without payment that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

APPENDIX B

STATEMENT OF WORK

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

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ATTACHMENTS

- Attachment B1 – Radiology Equipment Locations and Addresses
- Attachment B2 – Radiology Equipment Inventory List
- Attachment B3 – LASD Application for Access to Custody Facilities
- Attachment B4 – Performance Requirements Summary (PRS) Chart
- Attachment B5 – Contract Discrepancy Report (CDR)

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1.0 INTRODUCTION

1.1 Background

1.1.1 The Los Angeles County Sheriff's Department, Medical Services Bureau (MSB) is the largest medical services provider of its kind in the country. It is the only County agency in California that operates a licensed Correctional Treatment Center. MSB has responsibility for the provision of medical treatment and on-going care for inmates remanded to the custody of the Sheriff's Department. There are, on average, 7,000+ inmates prescribed medications at any given time in the custody facilities, requiring approximately 21,000 clinical contacts each day.

1.1.2 On average, 425 inmates are processed into the jail system (intake) daily, 365 days per year, through the Inmate Reception Center. As part of the MSB communicable disease control program, each inmate, upon intake, is provided a chest screening x-ray in order to detect the presence of tuberculosis, or other threats to the health and safety of the inmate or others.

1.1.3 In order to ensure that the Fuji Digital X-Ray Capture Systems (Radiology Equipment) continue to operate efficiently and effectively, they must be maintained regularly, and repaired within a reasonable timeframe when problems are detected. The selected Contractor shall provide both preventative maintenance services and emergency and non-emergency repair services for the Department's radiology equipment.

1.2 Purpose

1.2.1 Contractor shall provide equipment maintenance and repair services for the Los Angeles County Sheriff's Department (Department), Fuji Digital X-Ray Capture System Equipment (Radiology Equipment), as required in this Exhibit B (Statement of Work) and elsewhere in the Agreement.

1.2.2 Contractor shall provide accurate and reliable preventative maintenance services and repair services for the Department's radiology equipment listed on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work). The radiology equipment is located throughout the County in the Department's various custody facilities as set forth on Attachment B1 (Radiology Equipment Locations and Addresses) of this Exhibit B (Statement of Work). For purposes of the Agreement, the term "radiology

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equipment" shall include all Fuji Digital X-Ray Capture System equipment.

- 1.2.3 Contractor's services shall be provided by skilled, trained technicians with expertise in the repair and maintenance of radiology equipment that is the same or similar to the radiology equipment listed on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work).

2.0 SCOPE OF SERVICES

- 2.1 Contractor shall provide both preventative maintenance services and repair services to the Department for all radiology equipment listed on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work). Such services shall include, but shall not be limited to, the following:

- 2.1.1 Utilize and maintain a comprehensive radiology equipment service-tracking and inventory database which is web accessible by County for the purpose of querying service status, service schedules, and inventory lists and generating reports.
- 2.1.2 Establish and utilize a comprehensive quality control plan;
- 2.1.3 Preventative maintenance services; and
- 2.1.4 Emergency and non-emergency repair services.

- 2.2 County shall have the sole discretion to add, replace, and/or delete radiology equipment and custody facilities at any time during the Term of the Agreement.

3.0 SPECIFIC WORK REQUIREMENTS

Contractor shall provide the following services for all radiology equipment listed on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work).

3.1 Preventative Maintenance Services

- 3.1.1 Contractor shall, at a minimum, provide quarterly preventative maintenance services, which shall include all required labor and parts, for the radiology equipment set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work) on days and at times mutually agreed to by County Project Manager and Contractor as stated in the preventative maintenance service schedule, as further described in Subparagraph 3.4.2 below.

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- 3.1.2 Notwithstanding Subparagraph 3.1.1 above, preventative maintenance services must be performed in accordance with the Original Equipment Manufacturer (OEM) recommendations regarding frequency of preventative maintenance services and must comply with all appropriate licensing and accrediting agency standards (e.g., Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), Occupational Safety and Health Administration (OSHA), and California Department of Health Services, and Title 22 of the California Code of Regulations). Contractor shall ensure that all radiology equipment is maintained to minimum regulatory compliance standards.
- 3.1.3 Preventative maintenance services shall include, but shall not be limited to, inspection, cleaning and lubrication, safety inspection, functional testing, and adjustments and/or calibrations necessary to maintain proper functioning of the radiology equipment, and the replacement of worn, defective, or broken parts with new parts or materials specifically designed for the radiology equipment in accordance with Section 11 (Materials and Equipment) of this Exhibit B (Statement of Work). All parts provided as part of preventative maintenance services shall not be billed to County.
- 3.1.4 Contractor shall provide preventative maintenance services for any and all radiology equipment that is added or replaced by County during the Term of the Agreement. In the event of such addition or replacement of radiology equipment, Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work) and the pricing sheets shall be updated accordingly pursuant to Paragraphs 6.3 or 6.4 of the Agreement, as applicable. The annual pricing for radiology equipment that is added or replaced shall be as set forth in Subparagraph 8.1.4 of the Agreement.
- 3.1.5 Contractor shall provide preventative maintenance services for any and all new types of radiology equipment that are added by County during the Term of the Agreement. In the event of such addition of new types of radiology equipment, Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work) and the pricing sheets shall be updated accordingly pursuant to Paragraphs 6.3 or 6.4 of the Agreement, as applicable. The annual pricing for such new types of radiology equipment shall be as set forth in Subparagraph 8.1.5 of the Agreement.
- 3.1.6 Contractor shall notify County Project Manager and provide recommendations for the replacement of radiology equipment for which parts are no longer available.

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3.2 Repair Services (Emergency & Non-Emergency)

- 3.2.1 Contractor shall provide as-needed emergency and non-emergency repair services, as determined by County, for the radiology equipment set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work). Contractor shall be responsible for all costs associated with emergency and non-emergency repair services, except as provided in Section 6.0 (Exclusions) of this Exhibit B (Statement of Work).
- 3.2.2 Contractor shall provide non-emergency repair services, as determined by County, Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding County holidays. Contractor shall respond telephonically to County Project Manager or designee within four (4) hours of a request for non-emergency repair services from County Project Manager or designee and shall have a technician onsite where the radiology equipment is located to perform the non-emergency repair services no later than 5:00 p.m. on the next Business Day. If the non-emergency repair services commence prior to 5:00 p.m. (Monday through Friday), but extend beyond 5:00 p.m., no additional service charges shall be incurred by County over and above the hourly Labor Rates set forth on Exhibit C1 (Rate Schedule Pricing) of the Agreement, if applicable
- 3.2.3 Contractor shall provide emergency repair services, as determined by County, twenty-four (24) hours per day, seven (7) days a week, including all County holidays. Contractor shall respond telephonically to County Project Manager or designee within one (1) hour of a request for emergency repair services from County Project Manager or designee and shall have a technician onsite where the radiology equipment is located to perform the emergency repair services within four (4) hours of receiving the request for emergency repair.
- 3.2.4 Contractor shall provide all parts required for emergency and non-emergency repair services at Contractor's expense, except as provided in Section 6.0 (Exclusions) of this Exhibit B (Statement of Work).
- 3.2.5 If, upon arrival at the Department custody facility, Contractor's technician determines that the radiology equipment cannot be immediately repaired, then Contractor's technician shall notify County Project Manager or designee within four (4) hours in writing (email acceptable). Written notification shall include an estimated timeframe for repair and cost.

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- 3.2.6 Emergency and non-emergency repair services shall include, but shall not be limited to, the diagnosis and correction of malfunctions and/or failures occurring to said radiology equipment.
- 3.2.7 Contractor shall notify County Project Manager and provide recommendations for the replacement of radiology equipment for which parts are no longer available

3.3 Radiology Equipment Upgrades and Improvements

- 3.3.1 Contractor shall provide all Original Equipment Manufacturer (OEM) recommended and/or County required radiology equipment upgrades and improvements to all radiology equipment set forth in Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work), following the written approval of the County Project Manager.
- 3.3.2 All Original Equipment Manufacturer (OEM) recommended and/or County required radiology equipment upgrades and improvements to all radiology equipment set forth in Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work), which are provided by the OEM at no cost and have been approved in writing by the County Project Manager, shall be made available and installed by Contractor on the radiology equipment at each custody facility at no cost to County. Contractor shall not charge County for any labor provided by Contractor at the hourly Labor Rate or otherwise bill County for any parts or services provided under this Subparagraph 3.3.2.
- 3.3.3 All OEM recommended and/or County required radiology equipment upgrades or improvements provided by OEM at a cost shall be made available and installed on radiology equipment set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work) only upon the written approval of County Project Manager. The cost of the radiology equipment upgrades or improvements, and the cost of any parts required for the radiology equipment upgrades or improvements to be provided by Contractor at then-current list or exchange price for such parts, must be approved by County Project Manager in writing (email acceptable) prior to purchase and commencement of such radiology equipment upgrades and improvements. Contractor shall submit an invoice to County for the radiology equipment upgrades or improvements in accordance with Section 10 (Invoices and Payment) of the Agreement. Contractor shall not charge County for any labor provided by Contractor at the hourly Labor Rate for services provided under this Subparagraph 3.3.3.

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- (1) Contractor shall make OEM's current year price book(s) available to the County Project Manager so as to validate such costs prior to County Project Manager approval.
- (2) Contractor shall install such radiology equipment upgrades and improvements at no additional charge to County over and above the cost charged to Contractor by the OEM.

3.4 Comprehensive Radiology Equipment Inventory and Preventative Maintenance Schedule

- 3.4.1 In accordance with Paragraph 3.5 (Service-Tracking and Inventory Database) below, Contractor shall utilize and maintain a comprehensive radiology equipment service-tracking and inventory database which is web-accessible by County for the purpose of querying service status, service schedules, and inventory lists and generating reports. The database shall be capable of generating an inventory list of all radiology equipment covered under the Agreement and set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work). In accordance with Subparagraph 3.5.3 below, Contractor's Radiology Equipment Inventory List shall include the radiology equipment's description, manufacturer's name, model number, serial number, and specific location (e.g. address, room number). Upon commencement of the Agreement, Contractor shall input and populate into Contractor's comprehensive radiology equipment service-tracking and inventory database all radiology equipment described in Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work).
- 3.4.2 Within thirty (30) calendar days of commencement of the Term of the Agreement, Contractor shall provide County Project Manager with a preventative maintenance service schedule for all radiology equipment covered under the Agreement and set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work). The preventative maintenance service schedule shall be updated quarterly and provided to County Project Manager. Contractor shall include, as part of such preventative maintenance service schedule, the preventative maintenance service requirements established by the OEM standards for all radiology equipment.

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3.5 Service-Tracking and Inventory Database

Contractor's comprehensive radiology equipment service-tracking and inventory database shall electronically manage all repair services (emergency and non-emergency), preventative maintenance services, and County's radiology equipment inventory. Contractor shall make its comprehensive radiology equipment service-tracking and inventory database available and accessible to the Department online via the internet. Contractor shall provide the Department with online query and report generating functionality in accordance with Subparagraphs 3.5.1 through 3.5.3 below and elsewhere herein.

Contractor's comprehensive radiology equipment service-tracking and inventory database shall track and document the following information:

3.5.1 Emergency and non-emergency repair services shall include, but shall not be limited to the following:

- Date and time of repair service calls are placed by County;
- Dates and times repair service calls are dispatched and completed by Contractor;
- Custody facility from which repair service call was placed by County;
- Name of County personnel who placed the request for service call;
- Serial number of radiology equipment serviced;
- Location of radiology equipment serviced;
- Description of problem and estimated time and date of completion of repair;
- Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order;
- Complete, documented service history of each piece of radiology equipment; and
- Service technician's full name;

3.5.2 Preventative maintenance services shall include, but shall not be limited to the following:

- Date and time of preventative maintenance services completed for each radiology equipment item;
- Custody facility from which preventative maintenance services are completed for each radiology equipment item;
- Serial number of radiology equipment item serviced;
- Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order due to preventative maintenance services;

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- Complete, documented service history of each piece of radiology equipment in regards to preventative maintenance services; and
- Service technician's full name;

3.5.3 Comprehensive Radiology Equipment Inventory List shall include, but shall not be limited to the following:

- Radiology Equipment description (manufacturer's name, model number, and serial number);
- Radiology Equipment location (e.g. address, room number);
- Radiology Equipment preventative maintenance schedule; and
- Radiology Equipment replacement information (if applicable).

In addition to Contractor's electronic maintenance of service-tracking and inventory information, Contractor shall maintain paper (hard-copy) files of service-tracking and inventory information that is generated by Contractor's service-tracking and inventory database. Copies of paper (hard-copy) files shall be made available to County Project Manager upon request.

4.0 **SAFETY AND SECURITY REQUIREMENTS**

4.1 All services shall be conducted in a safe manner and shall comply with requirements of the State of California, local rules and regulations, and OSHA safety standards.

4.2 If at any time Contractor fails to comply, or refuses to comply, with Paragraph 4.1 above, the Department may issue an order stopping all or part of the services until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost and damages under the Agreement.

4.3 Facility Access

4.3.1 County shall maintain final authority on all facility security issues involving Contractor.

4.3.2 Entry Application for Custody Facilities

- a. Upon execution of the Agreement, and prior to commencing Work, all Contractor staff requiring access to Department custody facilities must be approved for entry into the Department's custody facilities.

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- b. Contractor shall submit Attachment B3 (Entry Application for Custody Facilities) of this Exhibit B (Statement of Work) to the County Project Manager for all Contractor staff requiring access to the Department's custody facilities to perform services under the Agreement.
 - c. Once submitted, and consistent with the requirements set forth in the Agreement, Contractor staff shall undergo a background check in accordance with Paragraph 33.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement and all required mandatory custody training in accordance with Subparagraph 4.3.3 below, prior to receiving access to any Department custody facility.
- 4.3.3 All Contractor employees shall attend a mandatory (4) four-hour jail orientation prior to performing Work in any Department custody facility. This orientation will be provided by the Department at no direct cost to Contractor and their employee.
- 4.3.4 Contractor's staff shall comply with current Department custody facility entry requirements, which includes the exchange of a government-issued identification card for a Department custody facility pass. Passes shall be displayed at all times.
- 4.3.5 Any lost or stolen passes must be immediately reported by Contractor's staff to Contractor Project Manager and the concerned on-duty Watch Commander of the custody facility. Contractor Project Manager shall provide telephonic or in-person notification to County Project Manager of any lost or stolen pass, as soon as feasible. Telephone notification shall be followed within twenty-four (24) hours via confirming email to County Project Manager and County Project Director specifying the Contractor staff involved, and articulating the factual circumstances associated with the loss or theft.
- 4.3.6 Contractor's staff shall be responsible for returning any Department-issued custody facility pass to appropriate Department custody facility personnel, prior to leaving the concerned Department custody facility.
- 4.4 Contractor's staff, vehicles, workplace, materials, tools, and equipment shall be subject to search and inspection by Department personnel without notice, and at any time, while on County property.

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5.0 CONTRACTOR'S STAFF

5.1 Contractor's Responsibilities

Contractor shall assign one staff member to serve as and perform the services of Contractor Project Manager. The Contractor Project Manager shall be able to communicate effectively in English. In addition to the duties stated in Section 4 (Administration of Agreement-Contractor) of the Agreement, the Contractor Project Manager shall also be responsible for the following:

- 5.1.1 Contractor Project Manager shall determine daily Work duties, staffing levels, scheduling and staffing hours needed to properly provide preventative maintenance and repair services to County, as defined and required herein.
- 5.1.2 Contractor Project Manager shall implement and maintain appropriate supervision of all Contractor staff providing services pursuant to the Agreement.
- 5.1.3 Contractor shall ensure that Contractor Project Manager or designee is available to receive telephonic communication regarding the Agreement from County Project Manager or designee, Monday through Friday, excluding County holidays, during normal business hours, 8:00 a.m. until 5:00 p.m. Exceptions apply to emergency telephonic communications as stated in Subparagraph 3.2.3 of this Exhibit B (Statement of Work).
- 5.1.4 Contractor Project Manager shall ensure that at least one (1) Contractor staff member is available during the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding County holidays, to respond to inquiries and complaints, which may be received from County Project Manager or designee regarding the Contractor's performance of the Agreement.
- 5.1.5 Contractor Project Manager shall ensure that all technicians or staff providing services under the Agreement wear Contractor's company uniform and prominently display Contractor-provided identification badges, as well as a Department-issued custody facility pass in accordance with Subparagraph 4.3.4 of this Exhibit B (Statement of Work) at all times while conducting business or performing services at Department custody facilities.

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6.0 EXCLUSIONS

- 6.1 As required elsewhere herein, Contractor shall provide all emergency and non-emergency repairs for radiology equipment set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work). Contractor may bill County at the hourly Labor Rates set forth on Exhibit C1 (Rate Schedule Pricing) of the Agreement only for required emergency or non-emergency repairs resulting from causes other than ordinary use of the radiology equipment by the County, as determined by the County Project Director. Such "causes other than ordinary use of the radiology equipment by the County" are defined herein as:
- 6.1.1 Gross neglect by County, misplacement by County, County custody facility air conditioner or humidity control malfunction or failure, and County custody facility electrical system malfunction or failure; and
 - 6.1.2 Acts of God, fires, flood, war, acts of sabotage, riots, or accidents that are not caused directly or indirectly by acts or omissions of the Contractor, its employees, or agents.
- 6.2 Charges for emergency and non-emergency services rendered pursuant to this Section 6.0 (Exclusions) shall be authorized in writing by County Project Manager and shall be invoiced at the hourly Labor Rates set forth on Exhibit C1 (Rate Schedule Pricing) of the Agreement. Furthermore, Contractor shall be reimbursed for the procurement of any and all required parts as part of emergency and non-emergency repair services pursuant to this Section 6.0 (Exclusions), and Contractor shall bill County for such parts at Contractor's actual cost, plus Contractor's markup which shall not exceed five percent (5%) of the actual cost. The cost for parts provided by Contractor as part of emergency and non-emergency repair services pursuant to this Section 6.0 (Exclusions) must be approved by County Project Manager or designee prior to purchase. Contractor shall invoice County in accordance with Section 10.0 (Invoice and Payment) of the Agreement. Contractor shall be responsible for the cost of shipping and freight for all parts.

7.0 INFECTION CONTROL

- 7.1 Contractor shall ensure that each Contractor technician who performs services under the Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual or biannual basis, as required by the JCAHO and Section 70723 of Title 22 of the California Code of Regulations.
- 7.2 Contractor shall provide County, upon request, evidence that each Contractor technician (1) is free of infectious/contagious disease(s) which

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would interfere with that technician's ability to perform the services hereunder or which could be transmitted in the work place, (2) is immunized against common communicable diseases, and (3) has received an initial chest X-ray, an annual TB skin test, TB symptoms evaluation or periodic chest X-ray, and a measles (Rubeola) and Rubella antibody titer demonstrating immunity or vaccination.

- 7.3 Written certification that each Contractor technician is free of infectious disease(s), has been tested or vaccinated as required in Paragraph 7.2 above, and is physically able to perform the duties described herein shall be retained by the Contractor for purposes of inspection and audit, and shall be made available to the Department upon request.
- 7.4 If any of Contractor's staff are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Project Manager within twenty-four (24) hours of becoming aware of the diagnosis.
- 7.5 If a County employee or patient is diagnosed with having an infectious disease and such County employee or patient has had contact with Contractor's staff during the usual incubation period for such infectious disease, then County Project Manager shall report such occurrences to Contractor.

8.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) Plan. Contractor shall submit the Q.C. Plan to the County Project Manager within fifteen (15) Business Days of commencement of the Term of the Agreement. This Q.C. Plan shall be used to ensure compliance with the requirements set forth in the Agreement. The Q.C. Plan shall include, but shall not be limited to, the following:

- 1) Activities to be monitored to ensure compliance with all Agreement administrative requirements, and frequency of monitoring;
- 2) Contractor's written policies and procedures for licensing, certifying, qualifying, and training for Contractor's technicians and/or staff;
- 3) Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.);
- 4) Documentation of appropriate calibration, or other verification, that radiology equipment is operating properly; and
- 5) The method for reviewing and recording all employee Work, the quality control inspections to be conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear

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description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

9.0 ANNUAL REPORT

- 9.1 Contractor shall prepare and maintain a written report, annually, of all services, parts, and repairs provided for all radiology equipment covered under the Agreement and set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work). Annual reports shall be based on information generated from Contractor's service-tracking and inventory database in accordance with Subparagraph 3.5 (Service-tracking and Inventory Database) of this Exhibit B (Statement of Work), and shall include, but shall not be limited to: calibration of equipment used to service the Department's radiology equipment, preventative maintenance performed including parts provided, and emergency and non-emergency repairs completed, including parts provided.
- 9.2 Format, content, and due date for the Annual Reports are to be arranged with and approved by the County Project Manager. Annual Reports shall be submitted to County Project Manager on the due date agreed upon by County Project Manager and Contractor.

10.0 CONTRACT PERFORMANCE DISCREPANCY REPORT

- 10.1 Verbal notification of a contract performance discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.
- 10.2 The County Project Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of a CDR, Contractor shall respond in writing to the County Project Manager within ten (10) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Project Manager within ten (10) Business Days from the day of issuance by County. A sample Contract Discrepancy Report form is attached as Attachment B5 (Contract Discrepancy Report (CDR)) of this Exhibit B (Statement of Work).

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11.0 MATERIALS AND EQUIPMENT

11.1 Contractor's Material and Equipment (Tools)

11.1.1 The cost and purchase of all tools and diagnostic equipment (tools) needed to provide the radiology equipment repair and preventative maintenance services under the Agreement shall be the sole responsibility of Contractor.

11.1.2 Contractor shall maintain all of its tools in accordance with OSHA, or other regulatory standards as they may apply, and shall check 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.

11.2 Material Standards – (Radiology Equipment Parts, Upgrades and Improvements)

11.2.1 Contractor shall use either OEM parts or alternate part that meet or exceed OEM standards.

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

11.2.3 Contractor shall not charge the County freight charges.

12.0 CONTRACTOR'S WARRANTY

12.1 Contractor warrants that all Work performed under the 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 radiology equipment listed in Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work).

12.2 Upon completion of Work, Contractor shall remove remaining excess materials from the radiology equipment. Any dirt, stains, or residues on

STATEMENT OF WORK

the radiology equipment or surrounding areas resulting from the Work performed under the Agreement shall be cleaned off and removed.

- 12.3 Contractor warrants that all tasks, deliverables, services, and other Work provided shall conform to the specifications and the standards established by each respective OEM for the radiology equipment listed in Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work).

13.0 PERFORMANCE REQUIREMENTS SUMMARY

- 13.1 All listings of services used in Attachment B4 (Performance Requirements Summary (PRS) Chart) of this Exhibit B (Statement of Work) are intended to be completely consistent with the Agreement and this Exhibit B (Statement of Work) and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and this Exhibit B (Statement of Work). In any case of apparent inconsistency between services as stated in the Agreement and this Exhibit B (Statement of Work) and Attachment B4 (Performance Requirements Summary (PRS) Chart), the meaning apparent in the Agreement and this Exhibit B (Statement of Work) will prevail. If any service seems to be created in Attachment B4 (Performance Requirements Summary (PRS) Chart) which is not clearly and forthrightly set forth in the Agreement and this Exhibit B (Statement of Work), that apparent service will be null and void and place no requirement on Contractor.

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FUJI DIGITAL X-RAY CAPTURE SYSTEM
EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

RADIOLOGY EQUIPMENT LOCATIONS AND ADDRESSES

Address and Room Number of MSB Radiology Equipment

Men's Central Jail (MCJ)

441 Bauchet Street, Los Angeles, CA 90012

Location 1: MCJ-1

RM# 6095 (CR)

Location 2: MCJ-2

RM# 6102 (DR)

Twin Towers Correctional Facility (TTCF)

450 Bauchet Street, Los Angeles, CA 90012

Location 1: TTCF-1

CTC RM# M2136

Location 2: TTCF-2

CTC RM# M2138

Location 3: TTCF-3

IRC RM# 1

Location 4: TTCF-4

IRC RM# 2

North County Correctional Facility (NCCF)

29340 The Old Road, Castaic, CA 91384

Location 1: NCCF-1

RM# 432A (CR)

Century Regional Detention Facility (CRDF)

11705 South Alameda St., Lynwood, CA 90262

Location 1: CRDF-1

IRC RM# 4126 (DR)

Location 2: CRDF-2

MAIN RM# 7176

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FUJI DIGITAL X-RAY CAPTURE SYSTEM EQUIPMENT MAINTENANCE AND REPAIR SERVICES
RADIOLOGY EQUIPMENT INVENTORY LIST**

LOCATION	FACILITY ROOM #	TYPE OF PRODUCT	MODEL	SERIAL#	DESCRIPTION	COUNTY ID #
MCJ-1	RM# 6095 (CR)	CPU GX780 (DELL)		DNQ5DP1		
MCJ-1	RM# 6095 (CR)	CR READER (FUJI)		56533438		591611
MCJ-2	RM# 6102 (DR)	CPU GX780 (DELL)		DNN7DP1		
MCJ-2	RM# 6102 (DR)	X-RAY TUBE (SIEMENS)	4800723	429090		
MCJ-2	RM# 6102 (DR)	COLLIMATOR (SIEMENS)	05662429	3355		
MCJ-2	RM# 6102 (DR)	WALL BUCKY STAND (FUJI)	CR-IR 364	47020424		
MCJ-2	RM# 6102 (DR)	TABLE BUCKY (FUJI)				
MCJ-2	RM# 6102 (DR)	GENERATOR (SIEMENS)	07759793	2452	HV GENERATOR	
MCJ-2	RM# 6102 (DR)	GENERATOR (SIEMENS)	07759728	2300	Z CABINET	
MCJ-2	RM# 6102 (DR)	ELECTRONIC BOX FOR WALL STAND (FUJI)		47020423		593485
MCJ-2	RM# 6102 (DR)	CONTROL PANEL (SIEMENS)	05760157	2839		
TTCF-1	CTC RM# M2136	CPU GX780 (DELL)		DNR7DP1		
TTCF-1	CTC RM# M2136	CR READER (FUJI)		56533440		
TTCF-1	CTC RM# M2136	PRINTER (FUJI DRY PIX 4000)		57021637		
TTCF-2	CTC RM# M2138	CPU GX780(DELL)		GVWJ8P1		
TTCF-2	CTC RM# M2138	CR READER (FUJI)		56533441		
TTCF-3	IRC RM#1	CPU GX780 (DELL)		DNP6DP1		
TTCF-3	IRC RM#1	X-RAY TUBE (SIEMENS)	4800723	432804		
TTCF-3	IRC RM#1	COLLIMATOR (SIEMENS)	05662429	3354		
TTCF-3	IRC RM#1	WALL BUCKY STAND (FUJI)	CR-IR 364	47020423		594615
TTCF-3	IRC RM#1	GENERATOR (SIEMENS)	07759793	2451	HV GENERATOR	
TTCF-3	IRC RM#1	GENERATOR (SIEMENS)	07759728	2299	Z CABINET	

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FUJI DIGITAL X-RAY CAPTURE SYSTEM EQUIPMENT MAINTENANCE AND REPAIR SERVICES
RADIOLOGY EQUIPMENT INVENTORY LIST**

LOCATION	FACILITY ROOM #	TYPE OF PRODUCT	MODEL	SERIAL#	DESCRIPTION	COUNTY ID #
TTCF-3	IRC RM#1	ELECTRONIC BOX FOR WALL STAND (FUJI)		47020423		593485
TTCF-3	IRC RM#1	CONTROL PANEL (SIEMENS)	05760157	2107		
TTCF-4	IRC RM#2	CPU GX780 (DELL)		DNL8DP1		
TTCF-4	IRC RM#2	X-RAY TUBE (SIEMENS)	4800723	433182		
TTCF-4	IRC RM#2	COLLIMATOR (SIEMENS)	05662429	3360		
TTCF-4	IRC RM#2	WALL BUCKY STAND	CR-IR 364	56325027		
TTCF-4	IRC RM#2	GENERATOR (SIEMENS)	07759793	2455	HV GENERATOR	
TTCF-4	IRC RM#2	GENERATOR (SIEMENS)	07759728	2303	Z CABINET	
TTCF-4	IRC RM#2	ELECTRONIC BOX FOR WALL STAND (FUJI)		47020423		593485
TTCF-4	IRC RM#2	CONTROL PANEL (SIEMENS)	05760157	2830		
NCCF-1	RM# 432A (CR)	CPU GX780 (DELL)		DNR8DP1		
NCCF-1	RM# 432A (CR)	CR READER (FUJI)		57035175		
CRDF-1	IRC RM# 4126 (DR)	CPU GX780 (DELL)		DNQ4DP1		
CRDF-1	IRC RM# 4126 (DR)	X-RAY TUBE (SIEMENS)	4800723	429061		
CRDF-1	IRC RM# 4126 (DR)	COLLIMATOR (SIEMENS)	05662429	3352		591634
CRDF-1	IRC RM# 4126 (DR)	WALL BUCKY STAND (FUJI)	CR-IR 364	56325024		
CRDF-1	IRC RM# 4126 (DR)	GENERATOR (SIEMENS)	07759793	2453	HV GENERATOR	
CRDF-1	IRC RM# 4126 (DR)	GENERATOR (SIEMENS)	07759728	2301	Z CABINET	
CRDF-1	IRC RM# 4126 (DR)	ELECTRONIC BOX FOR WALL STAND (FUJI)		47020423		
CRDF-1	IRC RM# 4126 (DR)	CONTROL PANEL (SIEMENS)	05760157	2806		

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FUJI DIGITAL X-RAY CAPTURE SYSTEM EQUIPMENT MAINTENANCE AND REPAIR SERVICES
RADIOLOGY EQUIPMENT INVENTORY LIST**

LOCATION	FACILITY ROOM #	TYPE OF PRODUCT	MODEL	SERIAL#	DESCRIPTION	COUNTY ID #
CRDF-2	MAIN RM# 7168	CPU GX780 (DELL)		DNM8DP1		
CRDF-2	MAIN RM# 7168	CR READER (FUJI)		56533439		591635
CRDF-2	MAIN RM# 7168	PRINTER (FUJI DRY PIX 5000)		47130059		

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

- Untruthful or incomplete statements on applications;
- Illegal use of drugs within the past five years;
- Any convictions for drug sales;
- Applicant is currently on Parole/Probation;
- Incarcerated in any prison (4571 PC);
- Incarcerated in jail within the last (5) years;
- Have been convicted for any of the following: sex crimes (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
- Outstanding warrants.

If any of the above applies to you, please provide additional details on the "ATTACHMENT." All information will be verified by a CRIMINAL BACKGROUND CHECK. If the application is denied, only the applicant will be afforded a reason as to why he/she was denied clearance. Please initial here: _____

Name _____ Social Security # _____

Home Address _____
Street City Zip Code

C.D.L. / I.D. # _____ Date of Birth _____ E-mail _____
(ATTACH COLOR COPY)

Home Phone # _____ Work # _____ Cell # _____

Sex _____ Race _____ Hair _____ Eyes _____ Height _____ Weight _____

Occupation _____ Employer _____

Work Address _____
Street City Zip Code

Requesting Unit _____ Program Name _____

Non-Escort _____ Escort _____ Atty. Room _____ Facility Access _____

Sheriff's Sponsor _____ Date _____

Approved / Disapproved _____ Date _____

CONTACT IN CASE OF EMERGENCY:

Name _____ Relationship _____

Address _____
Street City Zip Code

Telephone # _____ Cell # _____

AFFILIATION:

Name of Organization/Unit _____

Telephone # _____ E-mail _____

What service will you provide? _____

_____ How often? _____

ENTRY CRITERIA:

If you answer **YES** to any question, please provide additional details on the "ATTACHMENT."

1. When was the last time you used drugs? _____
2. Are you currently on Parole/Probation? _____
3. Have you been arrested within the last five years? (Prison/Jail/Youth Authority/Camp) _____
4. Have you ever been in State or Federal Prison? _____
5. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system? If yes, provide the following information: _____

Name of Inmate	Booking #	Facility	Relationship

6. Have you ever been acquainted with a member(s) of a criminal organization or street gang? _____
7. Have you ever previously applied for or been denied access to a custody facility? _____

Revision 01/28/09

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
RADIOLOGY EQUIPMENT REPAIR AND MAINTENANCE SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE SUMMARIZATION (SEE PARAGRAPH REFERENCED FOR COMPLETE CONTENT)	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<u>Specific Work Requirement Repair Services (Emergency)</u> SOW, Subparagraph 3.2.3	Contractor shall provide emergency repair services, as determined by County, twenty-four (24) hours per day, seven (7) days a week, including all County holidays. Contractor shall respond telephonically to County Project Manager or designee within one (1) hour of a request for emergency repair services from County Project Manager or designee and shall have a technician onsite where the radiology equipment is located to perform the emergency repair services within four (4) hours of receiving the request for emergency repair.	Inspection and Observation	\$50 per occurrence
<u>Comprehensive Radiology Equipment Inventory and Preventative Maintenance Schedule</u> SOW, Subparagraph 3.4.1	In accordance with Paragraph 3.5 (Service-Tracking and Inventory Database) below, Contractor shall utilize and maintain a comprehensive radiology equipment service-tracking and inventory database which is web-accessible by County for the purpose of querying service status, service schedules, and inventory lists and generating reports. The database shall be capable of generating an inventory list of all radiology equipment covered under the Agreement and set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work).	Inspection and Observation	\$100 per day beyond the specified by County of failure to provide the required service-tracking and inventory database as outlined in Exhibit B (Statement of Work) of the Agreement.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
RADIOLOGY EQUIPMENT REPAIR AND MAINTENANCE SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE SUMMARIZATION (SEE PARAGRAPH REFERENCED FOR COMPLETE CONTENT)	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<p><u>Comprehensive Radiology Equipment Inventory and Preventative Maintenance Schedule</u></p> <p>SOW, Subparagraph 3.4.1</p> <p>CONTINUED FROM ABOVE</p>	<p>In accordance with Subparagraph 3.5.3 below, Contractor's radiology equipment inventory list shall include the radiology equipment's description, manufacturer's name, model number, serial number, and specific location (e.g. address, room number). Upon commencement of the Agreement, Contractor shall input and populate into Contractor's comprehensive radiology equipment service-tracking and inventory database all radiology equipment described in Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work).</p>	<p>CONTINUED FROM ABOVE</p>	<p>CONTINUED FROM ABOVE</p>
<p><u>Comprehensive Radiology Equipment Inventory and Preventative Maintenance Schedule</u></p> <p>SOW, Subparagraph 3.4.2</p>	<p>Within thirty (30) calendar days of commencement of the Term of the Agreement, Contractor shall provide County Project Manager with a preventative maintenance service schedule for all radiology equipment covered under the Agreement and set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work). The preventative maintenance service schedule shall be updated quarterly and provided to County Project Manager. Contractor shall include, as part of such preventative maintenance service schedule, the preventative maintenance service requirements established by the OEM standards for all radiology equipment.</p>	<p>Written Documentation</p>	<p>\$100 per day beyond the 30-day due date of failure to provide a preventative maintenance service schedule for all radiology equipment covered under the Agreement.</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
RADIOLOGY EQUIPMENT REPAIR AND MAINTENANCE SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE SUMMARIZATION (SEE PARAGRAPH REFERENCED FOR COMPLETE CONTENT)	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<u>Contractor's Responsibilities</u> SOW, Subparagraph 5.1.3	Contractor shall ensure that Contractor Project Manager or designee is available to receive telephonic communication regarding the Agreement from County Project Manager or designee, Monday through Friday, excluding County holidays, during normal business hours, 8:00 a.m. until 5:00 p.m. Exceptions apply to emergency telephonic communications as stated in Subparagraph 3.2.3 of this Exhibit B (Statement of Work).	Inspection and Observation	\$50 per occurrence
<u>Contractor's Responsibilities</u> SOW, Subparagraph 5.1.4	Contractor Project Manager shall ensure that at least one (1) Contractor staff member is available during the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding County holidays, to respond to inquiries and complaints, which may be received from County Project Manager or designee regarding the Contractor's performance of the Agreement	Inspection and Observation	\$50 per occurrence
<u>Contractor's Responsibilities</u> SOW, Subparagraph 5.1.5	Contractor Project Manager shall ensure that all technicians or staff providing services under the Agreement wear Contractor's company uniform and prominently display Contractor-provided identification badges, as well as a Department-issued custody facility pass in accordance with Subparagraph 4.3.4 of this Exhibit B (Statement of Work) at all times while conducting business or performing services at Department custody facilities.	Inspection and Observation	\$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
RADIOLOGY EQUIPMENT REPAIR AND MAINTENANCE SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE SUMMARIZATION (SEE PARAGRAPH REFERENCED FOR COMPLETE CONTENT)	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<p><u>Quality Control Plan</u> SOW, Section 8.0</p>	<p>Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) plan. Contractor shall submit the Q.C. plan to the County Project Manager within fifteen (15) Business Days of commencement of the Term of the Agreement.</p>	<p>Written Documentation</p>	<p>\$50 per day beyond the specified due date of failure to provide a completed Q.C. plan.</p>
<p><u>Annual Report</u> SOW, Section 9.0</p>	<p>Contractor shall prepare and maintain a written report, annually, of all services, parts, and repairs provided for all radiology equipment covered under the Agreement and set forth on Attachment B2 (Radiology Equipment Inventory List) of this Exhibit B (Statement of Work). Annual reports shall be based on information generated from Contractor's service-tracking and inventory database in accordance with Subparagraph 3.5 (Service-tracking and Inventory Database) of this Exhibit B (Statement of Work), and shall include, but shall not be limited to: calibration of equipment used to service the Department's radiology equipment, preventative maintenance performed including parts provided, and emergency and non-emergency repairs completed, including parts provided.</p> <p>Format, content, and due date for the Annual Reports are to be arranged with and approved by the County Project Manager. Annual Reports shall be submitted to County Project Manager on the due date agreed upon by County Project Manager and Contractor.</p>	<p>Written Documentation</p>	<p>\$50 per day beyond the specified due date of failure to provide an Annual report.</p>

CONTRACT DISCREPANCY REPORT

TO: _____ FROM: _____

DATES: Prepared by County: _____ Received by Contractor: _____

Returned by Contractor: _____ Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

APPENDIX C

INTENTIONALLY OMITTED

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

APPENDIX D

REQUIRED FORMS

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

**APPENDIX D
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REQUIRED FORMS**

Exhibits

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- 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
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REQUIRED FORMS - EXHIBIT 1
BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date, and sign this form and place it as the first page of your bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in an Agreement.

1. If your firm is a corporation or a limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

REQUIRED FORMS - EXHIBIT 1

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 2 of 4

Bidder acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 – Bidder's Minimum Mandatory Requirements, of this Invitation for Bids, as listed below.

Check the appropriate boxes:

1.4.1 Yes No

Bidder must have a minimum of two (2) years experience, within the last ten (10) years, maintaining and repairing radiology equipment that is the same or similar to the radiology equipment listed on Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of the IFB. Bidder shall submit references to verify this experience.

1.4.2 Yes No

Bidder must have a minimum of two (2) years experience, with in the last ten (10) years providing maintenance and repair services equivalent or similar to the services described in Appendix B (Statement of Work) of this IFB. Bidder shall submit references to verify this experience.

1.4.3 Yes No

Bidder utilizes (or will utilize) a comprehensive equipment service-tracking and inventory database which is web accessible by County for the purpose of querying service status, service schedules, and inventory lists and generating reports.

Bidder shall describe in detail how Bidder's service-tracking and inventory database provides the required services outlined under Paragraph 3.5 (Service-Tracking and Inventory Database) of Appendix B (Statement of Work) of this IFB. If Bidder does not currently have a database in place, Bidder shall provide County with a timeline and target date for implementation of the required database prior to commencement of Work under the Agreement, if so awarded.

1.4.4 Yes No

Bidder must have a Project Manager with two (2) years experience (a) managing maintenance and repair services on radiology equipment that is the same or similar to the radiology equipment as listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB, and (b) providing maintenance and repair services equivalent or similar to the services described in Appendix B (Statement of Work) of this IFB.

Bidder shall submit a resume to verify experience of the proposed Project Manager if personnel is already identified for the position. If personnel is not yet identified for the position, then Bidder shall submit the corporate job description for such Project Manager. In such case, Bidder shall provide a resume of the proposed Project Manager prior to commencement of Work under the Agreement, if so awarded.

REQUIRED FORMS - EXHIBIT 1

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

1.4.5 Yes No

Bidder must have qualified repair and maintenance technicians, which have experience (a) maintaining and repairing radiology equipment that is the same or similar to the radiology equipment listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB, and (b) providing services equivalent or similar to the services described in Appendix B (Statement of Work) of this IFB.

Bidder shall submit resumes to verify experience of proposed repair and maintenance technician personnel that are already identified for the positions. If personnel are not yet identified for the positions, then Bidder shall submit corporate job descriptions for such repair and maintenance technicians. In such case, Bidder shall provide resumes of proposed personnel prior to their commencement of Work under the Agreement, if so awarded.

1.4.6 Yes No

Bidder shall indicate in this section that it operates and maintains a business office located within a 100 mile radius of the Sheriff's Medical Services Bureau Administrative offices, with a telephone in the company's name where the Bidder conducts business. The Medical Services Bureau Administrative offices are located at: 450 Bauchet Street. Los Angeles, CA 90012

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his judgment shall be final.

Bidder's Name:

Address:

e-mail address: _____ Telephone number: _____

Fax number: _____

REQUIRED FORMS - EXHIBIT 1
BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

On behalf of _____ (Bidder's name), I _____
(Name of Bidder's authorized representative), certify that the information contained in this Bidder's
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

Provide a minimum of three (3) references, from different entities, where the same or similar scope of services were provided in accordance with the Bidder's Minimum Requirements outlined under Subparagraph 1.4.1 and 1.4.2 of the IFB.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				
<hr/>				
<hr/>				

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last five (5) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Bidder Name

Bidder Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Bidder certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Bidder's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

REQUIRED FORMS – EXHIBIT 7

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All bidders responding to this solicitation must complete and return this form for proper consideration of the bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

-
- As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this bid be considered for the Local SBE Preference.
 - Attached is my Local SBE Certification letter issued by the County
-

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
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**REQUIRED FORMS - EXHIBIT 8
BIDDER'S EEO CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Bidder certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Bidder has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders unable to meet this requirement shall not be considered for Agreement award.

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

A. Bidder has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Bidder Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

REQUIRED FORMS - EXHIBIT 10

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203, which is attached as Appendix G (Jury Service Ordinance) of the IFB. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County Department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation for Fuji Digital X-Ray Capture System		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 11
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
 FUJI DIGITAL X-RAY CAPTURE SYSTEM EQUIPMENT MAINTENANCE AND REPAIR SERVICES
RATE SCHEDULE PRICING

		<u>Initial Term</u> <u>(1st - 3rd Year)</u>	<u>Option Term</u> <u>(1st Year)</u>	<u>Option Term</u> <u>(2nd Year)</u>	<u>Option Term</u> <u>(3rd Year)</u>	<u>Option Term</u> <u>(4th Year)</u>	<u>Option Term</u> <u>(6 months)</u>
PREVENTATIVE MAINTENANCE SERVICES *	TOTAL ANNUAL PRICING FOR ALL RADIOLOGY EQUIPMENT						

* Contractor to provide preventative maintenance services, including parts, as outlined under the Agreement.
 Refer to Paragraph 3.1 (Preventative Maintenance Services) of Appendix B (Statement of Work) of the IFB and elsewhere for description of required services.
 For individual Annual Pricing per item of radiology equipment, refer to Exhibit 12B (Preventative Maintenance Equipment Pricing) of Appendix D (Required Forms) of the IFB.

EMERGENCY REPAIRS **	HOURLY LABOR RATE						
-----------------------------	-------------------	--	--	--	--	--	--

(Services provided after 5:00p.m., including weekends and holidays)

NON-EMERGENCY REPAIRS **	HOURLY LABOR RATE						
---------------------------------	-------------------	--	--	--	--	--	--

(Services provided Monday thru Friday 8:00a.m. until 5:00p.m.)

** Contractor to provide repairs services (emergency and non-emergency) in accordance with Subparagraph 3.2 (Repair Services - Emergency and Non-Emergency) in accordance with Section 6 (Exclusions) of Exhibit B(Statement of Work)
 ** Parts for Emergency and Non-Emergency Repair Services shall be approved by County Project Manager or designee prior to purchase.
 ** Refer to Subparagraph 3.2.2 and 3.2.3 of Appendix B (Statement of Work) of the IFB.

BIDDER'S INFORMATION

Name: _____
 Signature: _____
 Title: _____
 Date: _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
PREVENTATIVE MAINTENANCE EQUIPMENT PRICING
BID SHEET (ANNUAL PRICING)

PART 2. Preventative Maintenance Services shall include, but not be limited to, inspection, cleaning and lubrication, safety inspection, functional tests and adjustments or calibrations necessary to facilitate proper functioning of the equipment, and replacement of worn, defective or broken parts with new parts specifically designed for the radiology equipment. Bidder shall provide preventative maintenance services, including parts, as set forth in the Agreement. (Also refer to Paragraph 3.1 (Preventative Maintenance Services) of Appendix B (Statement of Work) of the IFB and elsewhere.

FACILITY	LOCATION	TYPE OF PRODUCT	MODEL	SERIAL#	DESCRIPTION	COUNTY ID #	Year 1 -3 Initial Term (Annually)	Year 4	Year 5	Year 6	Year 7	6 Mos.
							Annual Price*	Option Term 1 Annual Price*	Option Term 2 Annual Price*	Option Term 3 Annual Price*	Option Term 4 Annual Price*	Option Term 5 6 month Price*
MCJ-1	RM# 6095 (CR)	CPU GX780 (DELL)			DNQ5DP1							
MCJ-1	RM# 6095 (CR)	CR READER (FUJI)			56533438	591611						
MCJ-2	RM# 6102 (DR)	CPU GX780 (DELL)			DNN7DP1							
MCJ-2	RM# 6102 (DR)	X-RAY TUBE (SIEMENS)	4800723		429090							
MCJ-2	RM# 6102 (DR)	COLLIMATOR (SIEMENS)	5662429		3355							
MCJ-2	RM# 6102 (DR)	WALL BUCKY STAND (FUJI)	CR-IR 364		47020424							
MCJ-2	RM# 6102 (DR)	TABLE BUCKY (FUJI)										
MCJ-2	RM# 6102 (DR)	GENERATOR (SIEMENS)	7759793		2452							
MCJ-2	RM# 6102 (DR)	GENERATOR (SIEMENS)	7759728		2300							
MCJ-2	RM# 6102 (DR)	ELECTRONIC BOX FOR WALL STAND (FUJI)			47020423	593485						
MCJ-2	RM# 6102 (DR)	CONTROL PANEL (SIEMENS)	5760157		2839							
TTCF-1	CTC RM# M2136	CPU GX780 (DELL)			DNR7DP1							
TTCF-1	CTC RM# M2136	CR READER (FUJI)			56533440							
TTCF-1	CTC RM# M2136	PRINTER (FUJI DRY PIX 4000)			57021637							
TTCF-2	CTC RM# M2138	CPU GX780(DELL)			GVVJ8P1							
TTCF-2	CTC RM# M2138	CR READER (FUJI)			56533441							
TTCF-3	IRC RM#1	CPU GX780 (DELL)			DNP6DP1							
TTCF-3	IRC RM#1	X-RAY TUBE (SIEMENS)	4800723		432804							
TTCF-3	IRC RM#1	COLLIMATOR (SIEMENS)	5662429		3354							
TTCF-3	IRC RM#1	WALL BUCKY STAND (FUJI)	CR-IR 364		47020423	594615						
TTCF-3	IRC RM#1	GENERATOR (SIEMENS)	7759793		2451							
TTCF-3	IRC RM#1	GENERATOR (SIEMENS)	7759728		2299							
TTCF-3	IRC RM#1	ELECTRONIC BOX FOR WALL STAND (FUJI)			47020423	593485						
TTCF-3	IRC RM#1	CONTROL PANEL (SIEMENS)	5760157		2107							
TTCF-4	IRC RM#2	CPU GX780 (DELL)			DNL8DP1							
TTCF-4	IRC RM#2	X-RAY TUBE (SIEMENS)	4800723		433182							
TTCF-4	IRC RM#2	COLLIMATOR (SIEMENS)	5662429		3360							
TTCF-4	IRC RM#2	WALL BUCKY STAND	CR-IR 364		56325027							
TTCF-4	IRC RM#2	GENERATOR (SIEMENS)	7759793		2455							
TTCF-4	IRC RM#2	GENERATOR (SIEMENS)	7759728		2303							
TTCF-4	IRC RM#2	ELECTRONIC BOX FOR WALL STAND (FUJI)			47020423	593485						
TTCF-4	IRC RM#2	CONTROL PANEL (SIEMENS)	5760157		2830							
NCCF-1	RM# 432A (CR)	CPU GX780 (DELL)			DNR8DP1							
NCCF-1	RM# 432A (CR)	CR READER (FUJI)			57035175							
CRDF-1	IRC RM# 4126 (DR)	CPU GX780 (DELL)			DNQ4DP1							
CRDF-1	IRC RM# 4126 (DR)	X-RAY TUBE (SIEMENS)	4800723		429061							
CRDF-1	IRC RM# 4126 (DR)	COLLIMATOR (SIEMENS)	5662429		3352	591634						
CRDF-1	IRC RM# 4126 (DR)	WALL BUCKY STAND (FUJI)	CR-IR 364		56325024							
CRDF-1	IRC RM# 4126 (DR)	GENERATOR (SIEMENS)	7759793		2453							
CRDF-1	IRC RM# 4126 (DR)	GENERATOR (SIEMENS)	7759728		2301							
CRDF-1	IRC RM# 4126 (DR)	ELECTRONIC BOX FOR WALL STAND (FUJI)			47020423							

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
 PREVENTATIVE MAINTENANCE EQUIPMENT PRICING
 BID SHEET (ANNUAL PRICING)

FACILITY	LOCATION	TYPE OF PRODUCT	MODEL	SERIAL#	DESCRIPTION	COUNTY ID #	Year 1 -3 Initial Term (Annually) Annual Price*	Year 4 Option Term 1 Annual Price*	Year 5 Option Term 2 Annual Price*	Year 6 Option Term 3 Annual Price*	Year 7 Option Term 4 Annual Price*	6 Mos. Option Term 5 6 month Price*
CRDF-1	IRC RM# 4126 (DR)	CONTROL PANEL (SIEMENS)	5760157	2806								
CRDF-2	MAIN RM# 7168	CPU GX780 (DELL)		DNM8DP1								
CRDF-2	MAIN RM# 7168	CR READER (FUJI)		56533439		591635						
CRDF-2	MAIN RM# 7168	PRINTER (FUJI DRY PIX 5000)		47130059								
Column Totals:												

INITIAL TERM
 (Year 1 - Year 3)
 Annual Cost x 3

Preventative
 Maintenance
 Total Agreement
 Cost*

 Initial

* Price is Annual Rate - Equipment will be serviced Quarterly as defined in Appendix B, Statement of Work, Paragraph 3.2, Preventative Maintenance Services.

Bidder shall complete this Appendix D, Required Forms, Exhibit 12B and ensure its total is consistent with Appendix D, Required Forms, Exhibit 12A, Rate Schedule Pricing for Preventative Maintenance Services.

Bidder asserts that the below signed person is authorized to bind BIDDER to the PRICING represented herein.
 An inaccurately calculated Bid Sheet may disqualify your Bid from consideration. Please ensure that all calculations are correct.

AUTHORIZED REPRESENTATIVE (print)

Date

AUTHORIZED REPRESENTATIVE (signature)

REQUIRED FORMS - EXHIBIT 13

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

- A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Bidder.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that _____ if it is determined by the County that the Bidder did participate as a _____ consultant in this _____ IFB process, the County shall reject this bid.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS - EXHIBIT 14

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

REQUIRED FORMS - EXHIBIT 15

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

REQUIRED FORMS EXHIBIT 16

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All Bidders responding to this solicitation must complete and return this form for proper consideration of the bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

APPENDIX E

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

INVITATION FOR BIDS (IFB) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Bidder Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments:	

Date Response sent to Bidder: _____

APPENDIX F

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

APPENDIX G

JURY SERVICE ORDINANCE

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or

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Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this

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CONTRACTOR EMPLOYEE JURY SERVICE

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chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

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- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

APPENDIX H

**LINK TO LISTING OF CONTRACTORS
DEBARRED IN LOS ANGELES COUNTY**

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

APPENDIX I

IRS NOTICE 1015

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

IRS NOTICE 1015

Latest version is available from IRS website at:
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

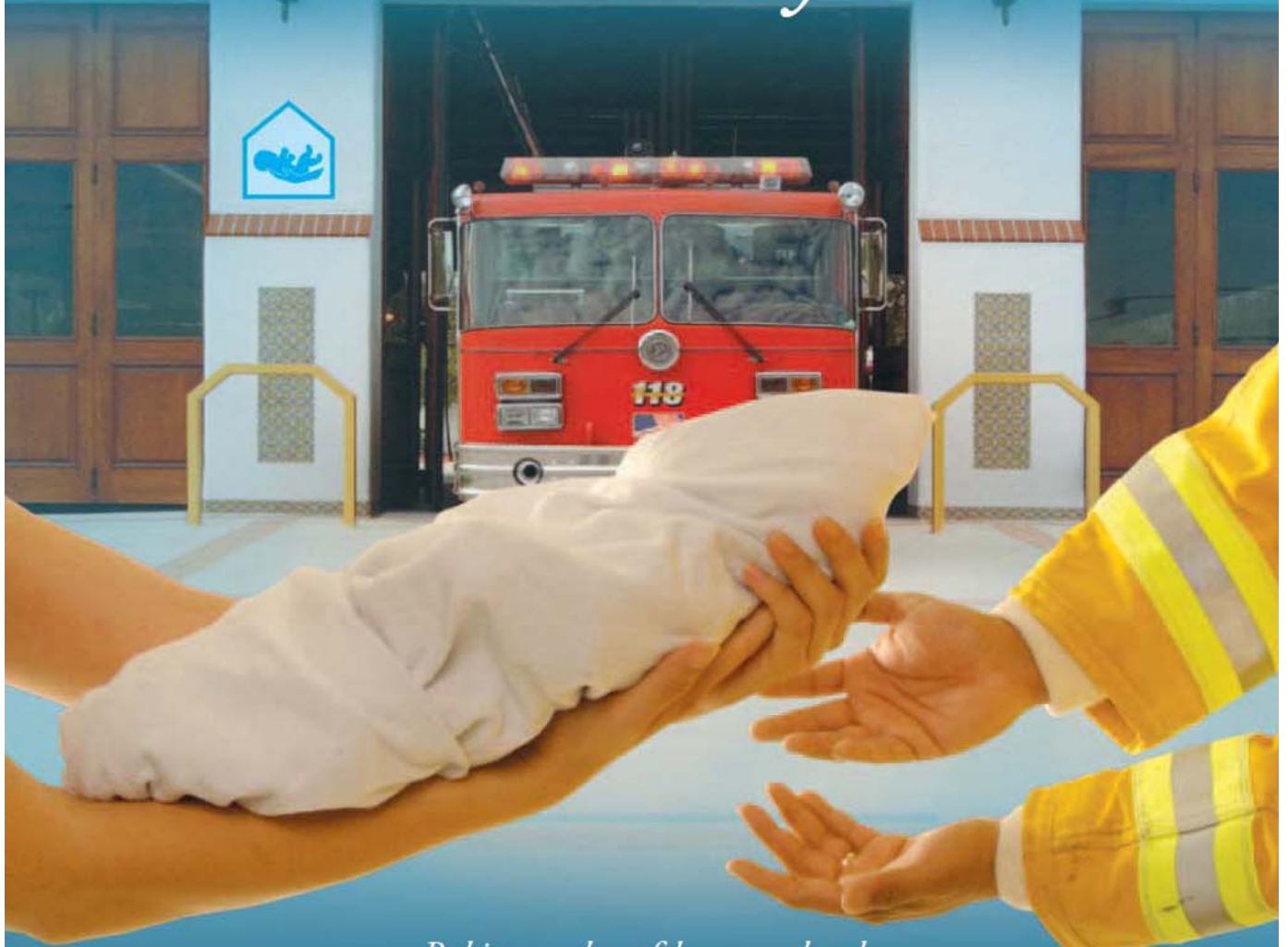
Notice 1015 (Rev. 12-2012)
Cat. No. 20599I

APPENDIX J

SAFELY SURRENDERED BABY LAW

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

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

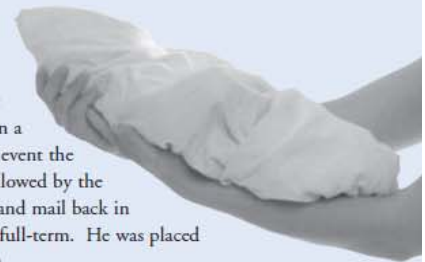
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés Sin Peligro



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



APPENDIX K

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 3 of 2

1. LAWS AFFECTING NONPROFITS

The “Supervision of Trustees and Fundraisers for Charitable Purposes Act” is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations (“advertising”) are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.gov/charities/statutes.php/>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>., and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations’ websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

APPENDIX L

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

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Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - a. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - b. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - c. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)