

# **APPENDIX B**

## **STATEMENT OF WORK**

### **MEDICAL EQUIPMENT REPAIR AND MAINTENANCE SERVICES**

# STATEMENT OF WORK

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# Statement of Work

## 1.0 INTRODUCTION

### Purpose

The Los Angeles County Sheriff's Department (Department) Medical Services Bureau desires to contract with a company that can provide accurate and reliable maintenance and repair services to the Department's medical equipment which is located in various locations in Los Angeles County. For the purpose of this Agreement, the term 'medical equipment' shall include 'dental equipment'. The Contractor shall provide technicians with expertise in the repair and maintenance of both medical and dental equipment. The medical equipment is listed in Appendix C, Technical Exhibits, Exhibit 3. The location addresses for the medical equipment are listed in Appendix C, Technical Exhibits, Exhibit 3.

## 2.0 SCOPE OF SERVICES

Contractor shall provide preventative maintenance and repair services to the Department for equipment listed in Appendix C, Technical Exhibits, Exhibit 3. Such services shall include, but not be limited to, the following:

- 1) Development and maintenance of a comprehensive equipment inventory;
- 2) Development and maintenance of an equipment Risk Management Program;
- 3) Installation of new equipment;
- 4) Preventive maintenance services; and
- 5) Emergency and non-emergency equipment repair services.

County shall have the sole discretion to add, replace and/or delete equipment and facilities at any time during the duration of the Agreement. Preventative maintenance and repair services shall be provided for all equipment added and/or replaced during the duration of the Agreement.

## 3.0 CONTRACTOR'S STAFF

### 3.1 Completion of Security Pass Application

Contractor and each of Contractor's staff assigned to provide services in a custody facility shall, upon signing an Agreement with the County, and prior to commencing work, complete a Security Pass Application, and be approved for entry into the Department's Custody facilities. County will review each application and conduct background checks for each proposed staff member. Staff

members who do not receive an approved Security Pass will not be allowed inside the Department's Custody facilities.

### 3.2 Contractor's Project Manager - Responsibilities

Contractor shall staff one (1) Project Manager to the project. The Project Manager shall be able to communicate effectively in English. In addition to the duties stated in Appendix A, Sample Agreement, the Contractor's Project Manager shall also be responsible for the following:

- 3.2.1 The Contractor's Project Manager shall determine daily work duties, staffing levels, scheduling and staffing hours needed to properly provide preventive maintenance and repair services hereunder.
- 3.2.2 The Contractor's Project Manager shall institute and maintain appropriate supervision of all staff providing services pursuant to this Agreement.
- 3.2.3 Unless directed by County's Project Manager to do otherwise, Contractor's Project Manager shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder. Contractor and/or Contractor's Project Manager shall assume the sole responsibility for the timely completion of all work assigned or to be performed hereunder.
- 3.2.4 Contractor shall ensure that the Contractor's Project Manager or designee is available to receive telephonic communication from the Department, Mondays through Fridays, during normal business hours, 8:00 a.m. until 5:00 p.m.
- 3.2.5 Contractor's Project Manager shall ensure that at least one Contractor 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, which may be received regarding the Contractor's performance of the Contract.
- 3.2.6 Contractor shall provide an answering service to receive calls outside of normal business hours. The Contractor shall respond to calls received by the answering service after normal business hours on the next business day except request for emergency repair services. Response to request for emergency repair services shall comply with Section 4.1.2 of this SOW.

- 3.2.7 Contractor's Project Manager shall ensure that all technicians providing services under this Agreement shall wear a Contractor's company uniform and prominently display Contractor-provided identification badges, as well as a Department-issued Security Pass, at all times while conducting business at Department facilities.

#### **4.0 SPECIFIC WORK REQUIREMENTS**

Contractor shall provide the following services for all equipment listed in Appendix C, Technical Exhibits, Exhibit 3.

##### **4.1 Repair Services**

- 4.1.1 Contractor shall provide non-emergency repair service, Monday through Friday, 8:00 a.m. until 5:00 p.m. Contractor shall respond telephonically within four (4) hour of a request for non-emergency repair services and shall have a qualified technician onsite to perform the repair services no later than 5:00 p.m., the next business day. If the repair services commence prior to 5:00 p.m. (Monday through Friday), but extend beyond 5:00 p.m., no additional service charges are to be incurred by the County.
- 4.1.2 Contractor shall provide emergency repair services twenty-four (24) hours, seven (7) days per week, including all County holidays. Contractor shall respond telephonically within one (1) hour of a request for emergency repair services and shall have a qualified technician onsite to perform the repair services within four (4) hours of receiving the request for emergency repair.
- 4.1.3 If repair services are required after 5:00 p.m., Monday through Friday, or on weekdays and holidays, such services shall be considered "out-of-scope" services and shall be billed to County at the emergency hourly rate stated in Exhibit C, Price Sheet, or portion thereof, rounded up to the nearest quarter hour.
- 4.1.4 If, upon arrival at facility, Contractor's technician determines that the equipment cannot be immediately repaired, then Contractor's technician shall notify the County's Project Manager and provide an estimated timeframe for repair.
- 4.1.5 Repair shall include diagnosis and corrections of malfunctions and/or failure occurring to said equipment. If Contractor is unable to procure necessary additional parts or resources within twenty-four (24) hours after repair to said

equipment has begun, County Project Manager or his designee shall have an option of 1) requiring replacement equipment if available until service can be completed by Contractor on above described equipment or, 2) allowing Contractor to resume repair services to said equipment as soon as repair parts or resources are available. In any event, Contractor shall repair the equipment or provide County with temporary replacement equipment, if available, within twenty-four hours (24) after repair work on County-owned equipment has begun.

#### 4.2 Preventive Equipment Maintenance Services

4.2.1 Contractor shall provide quarterly preventive maintenance services for the equipment listed in Appendix C, Technical Exhibits, Exhibit 3, on days and at times mutually agreed to by County Project Manager and Contractor as stated in the Preventative Maintenance Schedule. Preventative Equipment Maintenance Services must be performed in accordance with the Original Equipment Manufacturer (OEM) recommendations regarding frequency of preventive maintenance services, and must comply with all appropriate licensing and accrediting agencies [e.g., Joint Commission on the Accreditation of Healthcare Organizations (hereafter 'JCAHO') Occupational Safety and Health Administration (hereafter OSHA), and Title 22] standards.

4.2.2 Preventive maintenance services shall include, but not be limited to, inspection, cleaning and lubrication, safety inspection, functional tests and adjustments or calibrations necessary to maintain proper functioning of the equipment, and replacement of worn, defective or broken parts with new parts specifically designed for the equipment.

#### 4.3 Annual Major Equipment Overhaul Services

Contractor shall provide major overhaul services, annually, for all equipment listed in Appendix C, Technical Exhibits, Exhibit 3, in accordance with the OEM's recommended schedule for such overhaul services. If the repair services commence prior to 5:00 p.m. (Monday through Friday), but extend beyond 5:00 p.m., no additional service charges are to be incurred by County.

#### 4.4 Rework

Technician shall rework improperly repaired equipment, correct any damages resulting from improper repairs, and supply all necessary parts and materials, due to improper repairs at no additional cost to

the County. Technician shall also repair any defective parts purchased and installed by technicians and shall repair any damages to the equipment resulting from, and to the extent of, technician's negligence or willful misconduct, at no additional cost to the County.

#### 4.5 Breakage and/or Loss

Contractor shall replace and/or repair at the time of service if possible or within thirty (30) days of notification by the County Project Manager, damages to any equipment and/or parts thereof which suffer breakage, damage or loss at the time of servicing or repair, which is caused by the negligence or willful misconduct of the Contractor, at no additional cost to the County.

#### 4.6 Electrical System Upgrades and Improvements

Contractor shall provide all required or requested upgrades and improvements for electrical equipment covered under this Agreement with the written approval of the County Project Manager. All such electrical upgrades and improvements shall be provided at no additional cost to the County, unless the OEM charges Contractor for such electrical system upgrade or improvement. In such event, Contractor shall bill County its cost for the electrical system upgrade or improvement.

#### 4.7 Engineering Hardware and Software Enhancements

All engineering hardware and software upgrades or enhancements (enhancements) developed by the manufacturer for any equipment covered under this agreement and provided by the manufacturer at no cost shall automatically be made available and installed on the equipment at each facility. Enhancements developed by the manufacturer and provided by the manufacturer at a cost shall be made available for installation on equipment only upon approval of the County Project Manager, at the then-current list or exchange price. Invoices for enhancements provided hereunder shall be rendered separately and payment will be due within thirty (30) calendar days of receipt of the contractor's invoice.

#### 4.8 Comprehensive Equipment Inventory and Preventive Maintenance Schedule

4.8.1 Each year, Contractor shall, in association with County Project Manager or designee, develop and maintain a comprehensive equipment inventory listing all equipment covered under this Agreement. Such list shall include the equipment's description, manufacturer, model number, serial

number, and specific location (e.g. address, room number). Due date shall be at the discretion of the County Project Manager.

4.8.2 Contractor shall provide the County's Project Manager with a preventive maintenance service schedule for all equipment covered under this Agreement, due date to be determined by the County Project Manager. Contractor shall include, as part of such schedule, the preventive maintenance service requirements established by the OEM standards for all equipment. Contractor shall ensure that all equipment is maintained to minimum regulatory compliance standards.

#### 4.9 Risk Management Program

Contractor shall, in association with County Project Manager, develop and maintain an equipment risk management program. Such program shall require written documentation of all medical incidents that involve equipment covered under this Agreement, whereby such equipment has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall describe the incident, the equipment involved in the medical incident, and any subsequent examination of such equipment. The County Project Manager, or his designee, in consultation with Contractor shall provide direct oversight of all activities to decommission, sequester, and examine any equipment which has been involved in a medical incident. Neither party shall use, clean, discard, alter, or repair any equipment involved in such incident prior to equipment's examination.

### 5.0 EXCLUSIONS

5.1 Contractor shall provide repair services at the non-emergency hourly rate should any repairs be required because of causes other than ordinary use of the equipment, as determined by County. Such causes other than ordinary use of the equipment are defined as:

5.1.1 Gross neglect, misplacement, air conditioner or humidity control malfunction or failure, medical facility electrical system malfunction or failure;

5.1.2 Repair, maintenance, modification, relocation, or reinstallation services that contractor is required to perform, as stated in this Statement of Work, which are performed by other than Contractor authorized personnel;

5.1.3 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.

5.2 Charges for services authorized in writing by County Project Manager to repair equipment due to the above excluded items shall be invoiced at the non-emergency hourly rate.

## **6.0 EQUIPMENT PERFORMANCE STANDARDS**

The guaranteed performance uptime for all equipment is a minimum of 95%. The performance of all equipment will be reviewed by the Contractor's Project Manager as often as necessary as determined by County Project Manager to verify uptime performance standards, but no less than quarterly, during each year the equipment is covered under this Agreement. Should the equipment fail to meet the uptime criteria in any calendar month, a downtime credit based upon the preventative maintenance cost for the calendar month will be determined as follows:

<u>Equipment uptime</u>	<u>Applied Invoice Credit</u>
95% - 100% uptime	0%
90% - 94.9% uptime	10%
85% - 89.9% uptime	15%
80% - 84.9% uptime	20%
Below 79.9%	25%

The basis for each measurement period is the total number of hours per day the equipment is in service at the facility times the number of days in service per month. In service is defined as in use or in stand-by status available for and by the facility. Downtime is calculated from the time a telephone call is made to Contractor.

Downtime shall be determined in monthly increments by calendar month in accordance with the following: The total hours per day equipment is in service times the number of days in service per month times 95%.

The equipment shall be considered out-of-service if the equipment is inoperable or not able to perform the function it was designed to perform. County Project Manager will determine the function of the equipment.

Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, the time the equipment is not operable due to damage from misuse, operator error, inadequate environmental conditions including air conditioning, failure of fluctuations in the facility's electrical power supply, acts of God, strikes or fires, will also be excluded from these performance standards.

Contractor shall maintain a log specifying the dates and the causes of all unplanned equipment downtime. County Project Manager will validate the log as often as necessary, not less than annually. Downtime credit shall be applied to the next following month's invoice. Failure to request downtime credit in the following month's invoice shall not constitute a waiver of such right which may be exercised at any subsequent time.

Without limiting the generalities stated in Paragraph 5.0 (Termination for Default) of Exhibit A (Additional Terms and Conditions), equipment uptime below the 85% uptime defined above, for thirty (30) consecutive calendar days or more, shall be considered at a default and County shall have the right to give Contractor notice thereof.

## **7.0 INFECTION CONTROL**

Contractor shall ensure that each person who performs services under this 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, Title 22, California Code of Regulations and shall provide County, upon request, evidence that each person is free of infectious/contagious disease(s) which would interfere with that person's ability to perform the services hereunder or which could be transmitted in the work place; is immunized against common communicable diseases, has received an initial chest X-ray, an annual TB skin test or TB symptoms evaluation or periodic chest X-ray, a measles (Rubeloa) and Rubella antibody titer demonstrating immunity or vaccination. Written certification that such person is free of infectious disease(s), has been tested or vaccinated as required above, and physically able to perform the duties described herein shall be retained by the contractor for purposes of inspection and audit, and made available to Department upon request.

If any of the Contractor's personnel 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.

If County employee or patient is diagnosed with having an infectious disease and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Project Manager shall report such occurrences to Contractor. For purposes of this Agreement, the infectious diseases reportable are those listed in the Public Health List of Reportable Diseases.

## **8.0 QUALITY CONTROL**

The 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 after execution of Agreement. This operational plan shall be used to ensure compliance with all contract administrative requirements. The plan shall include, but may not be limited to the following:

- 1) Activities to be monitored to ensure compliance with all contract administrative requirements, and frequency of monitoring;
- 2) Contractor's written policies and procedures for licensing, certifying, qualifying and training requirements for technical 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 equipment to be used in performing repairs and preventative maintenance is operating properly; and
- 5) The method for reviewing and recording all employee work, quality inspections to be conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **9.0 ANNUAL REPORT**

Contractor shall prepare and maintain a written report, annually, of all services and repairs on all equipment covered under this Agreement. Annual reports shall include, but not limited to, calibration of equipment used to service the Department's equipment, preventive maintenance performed, emergency and non-emergency repairs completed. Format, content, and due dates, are to be arranged with and approved by the County Project Manager. Reports shall be submitted to County Project Manager on the due date.

## **10.0 CONTRACT PERFORMANCE DISCREPANCY REPORT (Technical Exhibit 1)**

Verbal notification of a Contract Performance Discrepancy will be made to the Contractor's 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 the County and the Contractor.

County's Project Manager will determine whether a formal Contract Performance Discrepancy Report shall be issued. Upon receipt of this

document, the Contractor is required to respond in writing to the County's 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 Contract Performance Discrepancy Report shall be submitted to County's Project Manager within 10 business days.

## **11.0 MATERIALS AND EQUIPMENT**

### **11.1 Contractor's Material and Equipment (Tools)**

The cost and purchase of all tools and diagnostic equipment (tools) needed to provide the medical equipment maintenance services under this Agreement is the responsibility of the Contractor.

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 employees wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

### **11.2 Material Standards (Maintenance, Repairs, Upgrades)**

11.2.1 Contractor shall use either OEM parts or alternates that meet or exceed OEM standards. Contractor shall bear financial liability for any damages that may result from the use or installation of alternate parts, and shall bear the expense of repairing or replacing damaged County equipment or property due to the use of parts other than OEM parts.

11.2.2 When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles 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 equipment shall be new, or an approved type, or certified overhauled, and installed as recommended by the manufacturer. All materials and equipment shall be properly tested, regulated, calibrated, adjusted and placed in proper operating condition before the work can be accepted.

11.2.3 Contractor shall not charge the County freight charges.

## **12.0 CONTRACTOR'S DAMAGES / CLEANUP**

- 12.1 All damages incurred to the Department's equipment by Contractor shall be repaired or replaced at Contractor's expense.
- 12.2 All such repairs or replacements as a result of damages, by the Contractor, shall be completed within the time requirements as determined by the Department. If Contractor fails to repair or replace damaged property, the Department will deduct the cost of repairs for such damages, as determined by the Department, from existing unpaid invoices due Contractor, or from future invoices submitted by Contractor, or bill the Contractor.
- 12.3 Upon completion of work, Contractor shall remove remaining excess materials from the equipment. Any dirt, stains or residues caused by the work under this Agreement shall be cleaned off and removed.

## **13.0 CONTRACTOR'S WARRANTY**

For the Services set forth in this Agreement, Contractor warrants that all work performed under this 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 Equipment listed in Appendix C, Exhibit 3. Further, Contractor warrants that all tasks, deliverables, services, and other work provided shall conform to the specifications for, and to the standards set by, each respective OEM for the Equipment listed in Appendix C, Exhibit 3, for the same or similar tasks, deliverables, services, and other work.

## **14.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

All listings of services used in the PRS, Technical Exhibit 2, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement, the SOW, and the PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service created in the PRS is not clearly and forthrightly set forth in the Agreement and the SOW, that portion of the PRS will be null and void.

When the Contractor's performance does not conform to the requirements of this Agreement, the County will have the option to apply the following non-performance remedies:

- 1) Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable

performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- 2) Reduce payment to Contractor by the computed amount specified in the PRS or by downtime credit.
- 3) Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 4) Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Agreement upon ten (10) days written notice with or without cause, as provided for in Appendix A (Sample Agreement), Exhibit A, (Additional Terms and Conditions) Paragraph 6.0 (Termination for Convenience).