

HARBOR-UCLA MEDICAL CENTER

SUBJECT: EQUIPMENT LOANS FOR DEMONSTRATION,  
CHARGE USE, OR NO-CHARGE RENTALS

POLICY NO. 505

**POLICY:**

For the safety of our patients and personnel and to protect the County of Los Angeles and Harbor-UCLA Medical Center from liability, the approval of the Purchasing Agent and a mechanical inspection are required for all equipment loans from vendors.

**PROCEDURES:**

- 1.1 The following procedures are to be used when requesting equipment from vendors for demonstrations, trial and/or evaluations on a no-charge basis:
- 1.2 Prior to the equipment delivery, all requests must be submitted to the Materials Management - Procurement Section on a "Request For Service or Supply" form, approved by the Clinical Chief, Division or Section Head, and the Financial Manager. The request form should include:
  - The equipment description, model number, vendor reference and contact person.
  - Itemized charges, if any, i.e., shipping charges.
  - Written statement to include if there are experienced personnel to operate the equipment; if there is space and electrical power available for the equipment.
  - County of Los Angeles Equipment Loan Agreement, Form No. 76E7A1 should be completed by vendor and using Department.
  - Vendor's safety requirements and guidelines should be provided.
- 1.3 Supplies required for use of the equipment must be submitted on a separate "Request For Service or Supply" form prior to the delivery of the equipment.

EFFECTIVE DATE: 08/86

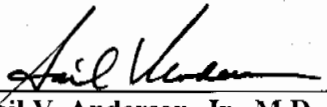
SUPERSEDES:

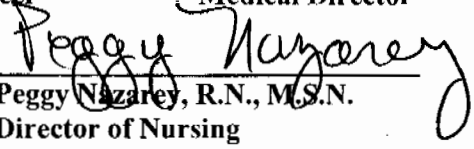
REVISED: 09/89

REVIEWED: 09/89, 10/92, 02/96, 03/98, 02/02, 01/05

APPROVED BY:

  
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 Medical Director

  
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 Director of Nursing

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1.4 Upon receipt of the necessary information, the Materials Management, Procurement Section, will process the request on a requisition form to the Los Angeles County Purchasing Agent for a no-charge purchase order.

1.5 Equipment must not be delivered by the vendor until a copy of the no-charge purchase order is received.

The purchase order for the equipment loan will be sent to the vendor by the Los Angeles County Purchasing and Stores Department indicating the equipment information and loan period as stated on the purchase order is also sent to Harbor-UCLA Materials Management Division.

1.6 Upon receipt of the equipment, Harbor-UCLA Warehouse will request a mechanical inspection prior to the delivery to the requesting area.

Title to said equipment, accessories and devices loaned under the agreement shall remain with the vendor. The vendor shall attach stickers or other suitable means of identification to said equipment that clearly identified said equipment as "Loan Equipment - Property Of".  
Vendors Name

After the mechanical inspection is completed, the equipment will be delivered to the requested area and a receipt signature is obtained.

1.7 Said equipment is to be returned to the vendor at the end of the stipulated agreement period. This loan agreement does not commit the County in any way to pay rental for said equipment in the event of a holdover beyond the agreement period or to purchase said equipment from vendor. Should said equipment be found useful and desirable, routine funding, ordering and competitive bidding procedures will be followed.

1.8 At the end of the loan period, it is the responsibility of the using section to prepare the equipment for return to the vendor and notify the Procurement Section that the equipment is ready to be returned to the vendor.

1.9 Prior to the expiration of the original period, any extensions must be signed and approved as stated in Procedure No. 1.

**Reference: Materials Management Policy Manual**

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COUNTY OF LOS ANGELES

EQUIPMENT LOAN AGREEMENT

The County of Los Angeles accepts your offer to loan the equipment named herein in accordance with the terms of this agreement. This loan and agreement made and entered into between:

(Firm)

(Address)

hereinafter referred to as the Vendor, and the County of Los Angeles, a body policy and corporate, hereinafter referred to as the County.

1. **EQUIPMENT DESCRIPTION:**

The Vendor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the County, and upon the following terms and conditions, hereby loans to the County and the County hereby accepts from the Vendor that certain equipment more particularly described as follows:

Quantity	Description	Model No.	Serial No. ----

2. **AGREEMENT PERIOD:**

The term of this agreement, unless cancelled or terminated in accordance herewith, shall be for a period of \_\_\_ months, commencing on \_\_\_\_\_. This loan of equipment requires a no charge purchase order issued by the Purchasing and Stores Department.

3. **CONSIDERATION:**

The Vendor hereby agrees to loan to the County said equipment and furnish initial quantities of consumables and accessories, if any, for no consideration in payment or monies as remuneration for this loan. The County hereby accepts no obligation to Vendor for future endorsement of said equipment. The County hereby accepts no obligation and makes no commitments to purchase said equipment at the close or termination of this agreement as payment for the loan of said equipment.

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4. **CANCELLATION:**

It is hereby understood that the agreement period can be prematurely terminated by either party without incurring any obligation to the other party. The agreement period can be extended beyond that which is stipulated herein by the mutual written consent of both parties. The extension must be approved by the Purchasing and Stores Department.

5. **TRANSPORTATION:**

All transportation, rigging, and drayage charge in transporting said equipment to and return from the facility shall be paid by the Vendor. Necessary packing cases, together with all costs for crating for the return of said equipment, shall be paid by the Vendor.

6. **RISK OF LOSS OR DAMAGE:**

The County shall be relieved by the Vendor and its insurer(s), if any, from all risks of loss or damage to said equipment during periods of transportation, installation, and during the time the equipment is in the possession of the County, except when loss or damage is due to the fault or negligence of the County in which event the liability of the County (apportionment), and such liability is further limited to the cost of replacement or repair of said equipment,. The County shall be relieved from risks of loss or damage to said equipment that results from fire, flood or Act of God.

7. **TITLE:**

Title to said equipment, accessories and devices loaned under this agreement shall remain with the Vendor. The Vendor shall attach stickers or other suitable means of identification to said equipment that clearly identified said equipment as "Loan Equipment" - Property of \_\_\_\_\_".  
(Firm Name)

8. **LOCATION:**

The equipment shall be installed and operated at:

_____	
(Facility)	
_____	_____
(Department)	(Section)
_____	_____
(Room No.)	(Building)
_____	_____
(Address)	(City)

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9. **NOTICE:**

Said equipment is to be returned to the Vendor at the end of the stipulated agreement period at Vendor's expense. This loan agreement does not commit the County in any way to pay rental for said equipment in the event of a holdover beyond the agreement period or to purchase said equipment from the Vendor. Should said equipment be found useful and desirable, routine funding, ordering, and competitive bidding procedures will be followed within the County.

This agreement is entered into and subscribed to by the parties whose signatures appear below:

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Clinic/Division Chief)

\_\_\_\_\_  
(Representative Signature)

\_\_\_\_\_  
(Medical Director if applicable)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Chief Executive Officer)

\_\_\_\_\_  
(Date)

H.E. Davis, Jr.  
Purchasing Agent

By \_\_\_\_\_  
Deputy Purchasing Agent

Date \_\_\_\_\_