

Amendment No. 2 to

To Agreement by and between

The County of Monterey, on behalf of the Monterey County Health Department

AND

Advantage Biomedical Services, Inc., hereinafter referred to as "CONTRACTOR"

This Amendment No. 2 to the Agreement ("Agreement No. A-14205") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Monterey County Health Department, hereinafter referred to as "COUNTY", and Advantage Biomedical Services, Inc. hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the COUNTY and ABS Global, Inc., DBA Advantage Biomedical Services, have heretofore entered into Agreement No. A-14205 for biomedical equipment certification, testing and maintenance services, pursuant to RFP #10670, for the term January 1, 2019 through December 31, 2021 and an amount of \$345,240; and

WHEREAS, on or about April 2, 2021, ABS Global, Inc., DBA Advantage Biomedical Services, assigned all rights, title, interest in and to and all of its obligations under the Agreement to Advantage Biomedical Services, Inc. and whereas CONTRACTOR accepted the assignment of the Agreement and agreed to keep, perform and fulfill, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by ABS Global, Inc., DBA Advantage Biomedical Services, under the Agreement; and

WHEREAS, the County acknowledged and consented to the assignment of the Agreement by ABS Global, Inc., DBA Advantage Biomedical Services and to the assumption of the Agreement by CONTRACTOR; and

WHEREAS, on May 1, 2021, the COUNTY and CONTRACTOR entered into Amendment No. 1 to extend the term of the Agreement to June 30, 2022 and to increase the total contract amount by \$161,300 for a new maximum COUNTY obligation of \$506,540; and

WHEREAS, COUNTY and CONTRACTOR wish to amend Agreement A-14205 to extend the term of the Agreement and to increase the total contract amount by \$600,000 for a new maximum COUNTY obligation not to exceed \$1,106,540.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Section 2.0. Section 2, PAYMENT CONDITIONS, is hereby amended and restated to read in its entirety as follows:

"2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,106,540.”

2. Section 3.01. Section 3.01, TERM OF AGREEMENT is hereby amended and restated to read in its entirety as follows:

“3.01. The term of the Agreement is from July 1, 2019 to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement.**”

3. **EXHIBIT A - Scope of Services/Payment Provisions**, is replaced with Amendment No. 2 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 2 to EXHIBIT A.
4. **EXHIBIT C – Clinic Locations by Zone**, is replaced with Amendment No. 2 to EXHIBIT C. All references in the Agreement to EXHIBIT C shall be construed to refer to Amendment No. 2 to EXHIBIT C
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect.
6. A copy of this Amendment No. 2 shall be attached to the original Agreement.
7. The effective date of this Amendment No. 2 is July 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Elsa Jimenez, Director of Health
Department of Health

Date: _____

DocuSigned by:
Yahya Ghazanfar
By: _____
E186720BEB7E496...

Name: Yahya Ghazanfar

Title: CEO

Date: 4/26/2022 | 1:38 PM PDT

Approved as to Legal Form:

DocuSigned by:
Stacy Saetta
By: _____
C0ECE1B99F444A9...
Stacy L. Saetta, Chief Deputy County
Counsel

Date: 4/28/2022 | 5:16 PM PDT

By: _____

Name: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Burcu Mousa
By: _____
811G333563B0474...
Auditor-Controller
Date: 4/29/2022 | 3:36 PM PDT

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

**Amendment No. 2 to
EXHIBIT A**

To Agreement by and between
The County of Monterey, on behalf of the Monterey County Health Department
AND
Advantage Biomedical Services, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1. GENERAL SCOPE OF WORK:

CONTRACTOR shall provide preventative maintenance, certification, tagging and maintenance services and repairs for all biomedical equipment located in the clinics as specified in Exhibit C.

County shall inform CONTRACTOR of any new, satellite, or expanded clinic sites. There shall be no additional charge for satellite or expanded clinics with less than twenty (20) biomedical equipment items.

If CONTRACTOR is unable to provide services to new, satellite, or expanded clinic sites, CONTRACTOR shall provide a written statement to County within seven (7) calendar days of notification.

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

CONTRACTOR services shall include the development and maintenance of a comprehensive equipment and medical device inventory and preventative maintenance schedule, routine preventative maintenance services, routine and initial calibration services, and as needed and emergency repair services.

CONTRACTOR's services shall be performed at the clinics and monthly fees billed for this shall be inclusive of all travel, labor and parts/materials at or under \$200.00 necessary to service said equipment or medical device, unless otherwise approved by the County's Finance Manager or designee.

For any parts/materials in excess of \$200.00, CONTRACTOR shall provide a quote specifying if products are “Manufacturer-refurbished” or “New” and obtain written approval by the County’s Finance Manger or designee prior to purchase.

All services shall be conducted to meet or exceed the requirements of the manufacturer, applicable industry standards, and in accordance with Federal and State laws and regulations.

CONTRACTOR RESPONSIBILITIES:

1. Schedule and perform preventative maintenance services annually or more to meet or exceed the recommendations or requirements of the manufacturer.
2. Provide safety checks and calibrate equipment.
3. Provide repair service and all corrective maintenance.
4. Test and calibrate new equipment within five (5) business days from notification of County. Tag equipment once equipment passes testing.
5. For equipment that does not pass testing, CONTRACTOR must tag the equipment as inoperable and, within one (1) business day, coordinate with the County to determine if identified equipment should be repaired or replaced.
6. Obtain and use repair parts in accordance with manufacturer’s recommendations and requirements. As needed, CONTRACTOR should maintain an adequate inventory of repair parts.
7. Notify County in all instances where abuse of equipment is evident.
8. Provide training to County staff regarding the proper handling of biomedical equipment per manufacturer recommendations and requirements and/or arrange for the manufacturer to conduct staff training.
9. Ensure test equipment used by CONTRACTOR is calibrated and traceable to the National Institute of Standards and Technology (NIST).
10. Not relocate or remove equipment from the clinics without prior approval from clinic management.
11. Provide a warranty of ninety (90) days for repair services, guarantee the workmanship of all items proposed, and remedy all defects under existing warranties that appear within the term of the AGREEMENT with no additional cost to County.
12. Warranty on parts shall be those stipulated by the manufacturer.
13. Any repairs expected to take longer than one (1) week shall be communicated, in writing, to clinic management with a reasonable timeframe for repair completion.
14. Provide loaner equipment if available.
15. Notify Clinic Manager and/or designee, in writing, of all equipment currently used by County that CONTRACTOR is unable and/or is not qualified to certify or cannot maintain due to lack of parts availability.

16. Provide maintenance and repair services for clinic's medical HEPA air purifier units following all applicable manufacturer, OEM, CDC and NFP standards and regulations for servicing and filter replacement and disposal procedures. These services shall be billed separately, itemizing each Unit serviced and in accordance with Rate Table 2 in Section B, Payment Provisions.
17. CONTRACTOR will not cover cost of equipment replacement.
18. CONTRACTOR will not cover cost of consumables, as defined by industry standards, including batteries, sensors, cuffs, cables, power cords, and filters, unless mutually agreed upon in writing by CONTRACTOR and County's Finance Manager or designee.

A.2. INVENTORY MANAGEMENT, EQUIPMENT TAGS AND REPORTS:

INVENTORY

1. County's current inventory list is comprehensive to the best ability of the County and attached hereto as Exhibit D. CONTRACTOR shall verify equipment components and configurations of all inventory within ninety (90) days from date of agreement effective.
2. All changes/adds/deletes to the inventory must be submitted in writing and signed off by both the CONTRACTOR and the Clinic Manager and/or designee before any inventory changes are made.
3. CONTRACTOR shall maintain detailed and current inventory lists for each clinic similar to Exhibit D and include the following fields: Zone, Clinic Name; Control Number; Inventory Number; Description; Manufacturer; Model; Serial Number Descriptor; and Last Date Certified.
4. All new equipment shall be added to the inventory once certified. CONTRACTOR shall provide an updated inventory list within five (5) business days of any equipment add or removal to Clinic Manager and/or designee, Compliance Nurse and Administration.
5. There shall be a separate equipment list per clinic for each clinic inventory.
6. An updated inventory list shall be provided to Clinic Manager and/or designee, Compliance Nurse and Administration no later than thirty (30) days from completion of each scheduled preventative maintenance service. CONTRACTOR shall supply each clinic with a hardcopy and electronic copy of the updated inventory list.
7. CONTRACTOR shall affix dated stickers/labels on equipment and medical devices to identify that maintenance or calibration status is current and correct per manufacturer requirements.

EQUIPMENT TAGS

1. CONTRACTOR shall establish and maintain a tagging system that provides clinic staff the ability to identify equipment needing repair or service.

2. Tagging system should allow Clinic staff to tag equipment as they encounter servicing needs outside of the regular scheduled maintenance.
3. Tags shall reference CONTRACTOR name and contact number. CONTRACTOR shall include the equipment identifier listed in the inventory.
4. Tags shall include the date the service was completed and Service Outcome.

REPORTS

1. CONTRACTOR shall possess and maintain a computer-based inventory tracking system that is capable of logging and tracking all biomedical services activity at the County, and which provides reporting capabilities.
2. CONTRACTOR shall provide each clinic with service reports, specifying equipment being serviced, clinic site, whether service is a fix or maintenance, status and estimated completion time.
3. CONTRACTOR shall provide other reports as requested by County.

A.3. PREVENTATIVE MAINTENANCE (PM)

1. CONTRACTOR shall provide a schedule for PM for each piece of equipment listed in the inventory. PM schedules are to be equivalent times between services, meet or exceed the requirements of the manufacturer and in accordance with Federal and State laws and regulations, and take place at least annually.
2. CONTRACTOR will notify Clinic Manager and/or designee of when the PM services are due and both parties shall work together to coordinate schedules. CONTRACTOR shall work around the clinic's schedule of patients.
3. PM procedures must be at least equivalent in scope to that provided in the original equipment manufacturer's service manual for a given inspection frequency and equipment age, and should include cleaning (interior and exterior), lubrication, mechanical adjustments and tightening of components and hardware, electronic calibration, and replacement of all parts required to ensure proper orientation of the equipment to the level specified by the original equipment manufacturer.
4. County shall reserve the right to request certification, tagging and maintenance services as needed for equipment, such as weight scales, which shall be serviced on a semi-annual basis at minimum.
5. All technical manuals and related publications provided by the County shall remain the property of the County.
6. Preventive maintenance for the HEPA Air Purifier units will be conducted as part of CONTRACTOR's annual preventive maintenance schedule in coordination with each Clinic Manager and/or designee and follow all applicable manufacturer, CDC, OEM and NFP standards and regulations for servicing and filter replacement and disposal procedures. These services shall be billed separately, itemizing each Unit serviced and in accordance with Rate Table 2 in Section B, Payment Provisions.

A.4. RESPONSE TIME AND SCHEDULING

1. All services shall be coordinated and scheduled with each Clinic Manager and/or designee.
2. CONTRACTOR shall have a system to receive and respond to repair calls 24 hours/7 days a week/365 days per year. CONTRACTOR shall provide County with CONTRACTOR's contact information, including mobile numbers as needed.
3. CONTRACTOR shall provide emergency services for urgently needed equipment, as determined by County. Response time to an emergency shall be no more than one hour (1) from initiation of the call by County. CONTRACTOR shall complete all remedial work immediately.
4. For non-emergency services, CONTRACTOR shall respond to County requests within a twenty-four (24) window. An on-site response requirement will be determined through communications with the CONTRACTOR based on the nature of each request.
5. CONTRACTOR shall coordinate with Clinic Manager and/or designee for requests made on a Friday or Saturday to determine urgency and scheduling.
6. Preventative maintenance and corrective services shall be conducted on-site. Clinic Manager and/or designee will work with the CONTRACTOR to determine whether work will be performed during on peak or off-peak clinic hours.
7. If CONTRACTOR fails or refuses to perform any part of the work required by the Agreement within a reasonable response time, such as failure of the CONTRACTOR to schedule and provide timely PM inspections, the County may contract with another vendor and may deduct all additional costs of any such work from the monthly amount due to the CONTRACTOR, after first deducting the appropriate amount for the value of work originally not completed under the Agreement.

A.5. QUALIFICATIONS AND STAFFING

1. CONTRACTOR must maintain active Certified Biomedical Equipment Technician (CBET) certification.
2. CONTRACTOR Technicians must have a minimum of two (2) years' experience, to include: providing instrument and equipment preventative maintenance, calibration, and repair services.
3. CONTRACTOR shall display proper identification badges in clear view while on County's premises. If CONTRACTOR fails to display the proper identification, County may require them to leave the facility immediately. Services that are not performed as a result may be subject to deductions on the next submitted invoice.
4. County reserves the right at any time to request specific CONTRACTOR personnel to be removed from the clinics. CONTRACTOR shall use its best efforts to remove or replace said individual in the most expedient manner possible.

A.6. QUALITY CONTROL AND EVALUATION

1. All services provided by the CONTRACTOR shall be performed in such a way that the finished result equals or exceeds standards set forth in this AGREEMENT. All work shall be performed as specified in the AGREEMENT and in no way, shall any time limits set forth by the CONTRACTOR interfere with the quality of work performed and compliance with the AGREEMENT. All work performed under the AGREEMENT shall satisfy, as a minimum, the requirements and standards set forth herein.
2. CONTRACTOR and County shall meet annually, or more as requested by the County, to review CONTRACTOR's performance of services as set forth in this AGREEMENT. CONTRACTOR and County shall note any issues or concerns the County may have regarding the services being provided. CONTRACTOR shall also provide a status update on the scheduled inventories and the certification of new equipment.
3. Any requests or complaints related to the performance of services will be documented by the County. These documented complaints will be relayed in person or over the phone or will be forwarded to CONTRACTOR via electronic mail. CONTRACTOR must respond to complaints within twenty-four (24) hours. CONTRACTOR shall be responsible for tracking the complaints and providing daily status updates, or more frequently as requested, to the County.

B. PAYMENT PROVISIONS

B.1. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$1,106,540 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

Rate Table 1: Flat Rate Monthly Service Rate Per Zone

ZONES	Zone Per Year	Monthly Service Cost Per Zone*	Per Year Cost (12 mos)
Salinas Clinics	ZONE 1 - 2022	\$6,932.25	\$83,187.00
Peninsula Clinics	ZONE 2 - 2022	\$2,315.25	\$27,783.00
	TOTAL 2022	\$9,247.50	\$110,970.00

ZONES	Zone Per Year	Monthly Service Cost Per Zone*	Per Year Cost (12 mos)
Salinas Clinics	ZONE 1 - 2023	\$7,209.54	\$86,514.48
Peninsula Clinics	ZONE 2 - 2023	\$2,407.86	\$28,894.32

	TOTAL	\$9,617.40	\$115,408.80
Salinas Clinics	ZONE 1 - 2024	\$7,244.20	\$86,930.40
Peninsula Clinics	ZONE 2 - 2024	\$2,419.44	\$29,033.28
	TOTAL	\$9,663.64	\$115,963.68

Salinas Clinics	ZONE 1 - 2025	\$7,265.00	\$87,180.00
Peninsula Clinics	ZONE 2 - 2025	\$2,426.38	\$29,116.56
TOTALS:	TOTAL	\$9,691.38	\$116,296.56
Salinas Clinics	ZONE 1 - 2026	\$7,278.86	\$87,346.32
Peninsula Clinics	ZONE 2 - 2026	\$2,431.01	\$29,172.12
TOTALS:	TOTAL	\$9,709.87	\$116,518.44
SUB TOTAL SERVICING COST ==>			\$464,187.48

Rate Table 2: HEPA Air Purifier Annual Maintenance Fee Table:

For HEPA services completed through December 31, 2022:

ZONES	HEPA Units Per Zone*	Flat Rate Fee Per Unit	ANNUAL COST
ZONE 1: Salinas Clinics	161	\$75.00	\$12,075
ZONE 2: Peninsula Clinics	59	\$75.00	\$4,425
TOTAL UNITS	220		\$16,500.00

Total HEPA Units may be subject to change*

Effective January 1, 2023, HEPA service rates shall increase to the Flat Fee Rates below and adjust accordingly as referenced per each calendar year:

ZONES	Calendar Year	Flat Rate Fee Per Unit	HEPA Units*	ANNUAL COST
All Zones	2023	\$78.00	220	\$17,160.00
All Zones	2024	\$78.38	220	\$17,243.60
All Zones	2025	\$78.48	220	\$17,265.60

All Zones	2026	\$78.68	220	\$17,309.60
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Total HEPA Units may be subject to change*

B.2. CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

Clinic Services Invoices mail to:
 Monterey County Health Department
 Health Business Services - Accounting
 1441 Schilling Place
 South Building – First Floor
 Salinas, CA 93901

Clinic Services Invoices e-mail to: CS_Finance@co.monterey.ca.us

CONTRACTOR shall submit invoice monthly, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.