

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN RENOVO SOLUTIONS LLC AND
NATIVIDAD MEDICAL CENTER
FOR**

Biomedical and DI Equipment Maintenance and Repair Services per RFP 9600-70

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on March 1, 2019 per RFP 9600-70 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Renovo Solutions, LLC (hereinafter “CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for biomedical equipment maintenance and repair services per RFP #9600-70, with a term 3/1/19 through 2/28/22 (with the option to extend for two additional one year periods) and a total Agreement amount not to exceed \$1,600,000 (\$351,478 annually for PM plus \$181,855 annually allotted for repairs/T&M); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to add preventative maintenance (PM) services for diagnostic imaging equipment to the Agreement at a cost of \$166,619 annually, and to increase the PM services cost for biomed equipment to \$538,344 annually due to a biomed equipment inventory true-up which identified additional equipment requiring PMs that weren’t already on the inventory list. NMC and CONTRACTOR also agreed to add \$ 419,421 via Amendment No. 1 for estimated time and materials costs. There was no change to the Agreement term 3/1/19 through 2/28/22; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to add \$921,000 to the total Agreement amount to cover unforeseen time and materials fees billed during 2020 and 2021, for a revised total Agreement amount not to exceed \$3,273,284, with no change to the Agreement term 3/1/19 through 2/28/22 at this time.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 5.1 under “COMPENSATION AND PAYMENTS” shall be amended to the following:

5.2 “It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet Attachment 1.1 attached to Amendment No. 1. The parties agree that the total Agreement amount shall not exceed \$3,273,284 unless approved by the Monterey County Board of Supervisors.”

2. 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 as set forth in the Agreement. A copy of this Amendment No. 2 shall be attached to the Agreement.

3. This Amendment No. 2 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

RENOVO SOLUTIONS LLC
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Name and Title

Date: _____

By: _____
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Name and Title

Date: _____