

**Amendment No. 2
To Agreement
By and Between
County of Monterey and Biomed PRN**

THIS AMENDMENT No. 2 is made and entered into, by and between **Biomed PRN**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

WHEREAS, the County and CONTRACTOR have heretofore entered into an Agreement to provide biomedical equipment certifying, testing and maintenance services for the period of July 1, 2014 to June 30, 2016 in an amount not to exceed \$58,320 ("Agreement"); and

WHEREAS, on June 1, 2016, the County and CONTRACTOR entered into an executed Amendment No. 1 to extend the term of the Agreement for (1) additional year, for a new Agreement amount not to exceed \$96,820 for a new term of July 1, 2014 to June 30, 2017; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement as specified below.

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

1. **SECTION 2.0, "PAYMENT PROVISIONS"**, is amended to increase the total amount payable by County to CONTRACTOR by \$27,215 for a new total not to exceed \$124,035 for the term of the Agreement.
2. **SECTION 3.0, "TERM OF AGREEMENT"**, is amended to extend the term of the Agreement to December 31, 2017, for a new term of July 1, 2014 to December 31, 2017.
3. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by 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. **SECTION 14, "NOTICES"** is amended as follows:

FOR COUNTY:

Elsa Jimenez, Director of Health
1270 Natividad Road
Salinas, CA 93906
(831) 755-4526

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 as set forth in the Agreement.
6. A copy of this AMENDMENT No. 2 shall be attached to the Agreement.
7. The effective date of this AMENDMENT No. 2 is May 1, 2017.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

COUNTY OF MONTEREY

By: _____
Mike Derr, Contracts/Purchasing Officer

Date: _____

By: [Signature]
Director of Health
Department of Health

Date: 05/02/2017

Approved as to Legal Form:

By: [Signature]
County Counsel

Date: 3-31-17

Approved as to Fiscal Provisions:

By: [Signature]
Auditor-Controller

Date: 4-3-17

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

BIOMED PRN

By: [Signature]

Name: ANDRÉ ADEMA

Title: PRESIDENT

Date: 3/23/17

By: _____

Name: _____

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.

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Amendment No. 2 to EXHIBIT A

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide certification, tagging and maintenance services for all biomedical equipment, located at the clinics operated by the County's Health Department as specified in "EXHIBIT C - CLINIC LOCATIONS" and any subsequent new equipment. County shall inform CONTRACTOR of any satellite, new or expanded clinics. There shall be no additional charge for satellite or expansion of clinics with less than twenty (20) items. CONTRACTOR shall provide a written statement of inability to provide services to any satellite, new or expanded clinics which County may open during the term of the AGREEMENT.
 - a. Provide "PM/PM" program services which includes: providing certification; tagging and maintenance services during off-peak clinic hours unless otherwise requested by County; and training of County staff regarding proper handling of biomedical equipment.
 - b. Certification, tagging and maintenance services shall be provided at the frequency as recommended by manufacturer and/or applicable industry standards.
 - c. 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.
2. Provide maintenance services for clinic HEPA Filter(s) following all applicable manufacturer and CDC standards and regulations for servicing and filter replacement procedures.
 - a. Maintenance services shall be on an as-needed basis, as requested by County.
3. Recertify all electrical, measurement, and testing equipment annually.
 - a. Test equipment used by CONTRACTOR shall be calibrated and traceable to the National Institute of Standards and Technology (NIST).
4. Coordinate with designated County clinic manager, director, and/or their delegated staff to arrange designated times to perform the required services at each clinic.
 - a. Test new equipment within seven (7) days and tag all equipment which has successfully passed testing.
 - b. Provide County with a written report of all equipment tested and tagged within thirty (30) days of testing.
 - c. Promptly coordinate with designated County clinic manager, director, and/or their delegated staff to determine if identified equipment should be repaired or replaced for equipment which does not pass testing. CONTRACTOR must tag this piece of equipment as inoperable.
 - d. Make adjustments and minor repairs to equipment, less than an hour in duration, in the context of completing certifying inspections. County and CONTRACTOR shall

- consider any unscheduled repairs requiring greater than one hour to complete, with significant parts cost, on a case-by-case basis.
- e. Not relocate or remove equipment from the clinics without approval from the designated County clinic manager, director, and/or their delegated staff.
5. Keep an accurate, current inventory of the County's biomedical equipment for each clinic at each site.
 - a. Maintain a detailed inventory list of all biomedical equipment in the clinics. This inventory list shall include the following fields: Clinic Name, Control Number, BioMed PRN Inventory Number, Description, Manufacturer, Serial Number Descriptor and Last Date. Inventory form fields shall not be altered unless mutually agreed upon by both parties.
 - b. Maintain a new equipment log with each clinic inventory for new equipment. CONTRACTOR shall add the equipment to the main inventory list by the next due date as specified in 4.d.
 - c. Update the Inventory list at least two (2) times per year.
 - d. Supply each clinic and Administration's Compliance Nurse with an updated inventory list by January 31st and July 31st each year. Inventory list shall be provided to the clinic in a hardcopy and electronically emailed to Administration's Compliance Nurse.
 - e. Clearly list the certification dates of all biomedical equipment next to each piece of equipment identified.
 6. Complete the Quarterly Review Sheet as listed in "EXHIBIT D" of the Agreement.
 7. Supply County with approved equipment tags for all biomedical equipment items.
 - a. Certify and tag County's Biomedical Transformer units, which include, but are not limited to, sphygmomanometers, otoscopes, and electric thermometers individually.
 - b. Retag any existing biomedical equipment and supplies if needed.
 8. Provide loaner equipment items in up to three categories.
 - a. Item selection will be based upon need, urgency and prior unscheduled repair frequency as mutually agreed upon by County and CONTRACTOR.
 9. Provide Biomedical Equipment Technicians who are either certified through the International Certification Commission (ICC), or have a minimum of five (5) years of verifiable experience maintaining and repairing biomedical equipment.
 - a. All work shall be performed by personnel whom CONTRACTOR directly employs and supervises.
 - b. No sub-contracting or outsourcing of any type shall be allowed without written authorization from County.
 10. Respond to all County maintenance and repair requests within a twenty-four (24) hour window. Onsite response requirement will be determined via communication and as agreed to by both parties based on the unique nature of each request. For emergency service requests, CONTRACTOR will respond within sixty (60) minutes of receiving the call and shall complete all remedial work immediately.

11. Coordinate with designated County clinic managers, directors, and/or their delegated staff for requests made on a Friday or Saturday to determine urgency and to schedule the earliest possible date with which to respond.
 12. 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 may appear within the term of the AGREEMENT without additional cost to County.
 - a) Warranty on parts shall be those stipulated by the manufacturer.
 - b) Any repairs expected to take longer than one (1) week shall be communicated, in writing, to designated County clinic managers, directors, and /or their delegated staff with a reasonable timeframe for repair completion.
 - c) Written and electronic notification should be provided to Administration's Compliance Nurse.
 13. Notify County, in writing, of all biomedical 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.
 - a. Written notification to County shall be provided within thirty (30) days of initial and subsequent recertification.
 - b. Written and electronic notification should be provided to Administration's Compliance Nurse.
 14. Provide Administration's Compliance Nurse with a written and electronic report of all maintenance and repairs made to biomedical equipment. This report shall include Clinic Site, Date of Service, Equipment Serviced, whether service was a Fix or Maintenance, and Service Outcome.
 15. Establish and maintain a tagging system that provides Clinic staff the ability to identify equipment needing repair or service and subsequent service completion.
 - a. Tagging system should allow Clinic staff to tag equipment as they encounter servicing needs outside of the regular scheduled maintenance.
 - b. Tags shall reference CONTRACTOR name and contact number.
 - c. Tags shall also provide method for communicating the date service has been done, and Service Outcome.
 16. Notify COUNTY, in writing, anytime CONTRACTOR will be unavailable for any services described herein.
 - a. Written notice shall be provided to COUNTY no less than twenty-four (24) hours prior to CONTRACTOR's anticipated unavailability.
 - b. Written notice shall include contact information for a back-up Biomedical Equipment Technician, as described in A.1. 9.
- A.2 Should CONTRACTOR fail to comply with any term or requirement under this AGREEMENT and County determines that time is of the essence; County reserves the right at its discretion to contact alternate sources to perform the services outlined within this AGREEMENT. County may, at 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.

A.3 Confidentiality

1. CONTRACTOR shall abide to health information privacy laws set forth in the Health Insurance Portability and Accountability Act (HIPAA), the Confidentiality of Medical Information Act (CIMA), and California Civil Code § 56 *et seq.*, Senate Bill 541.
2. CONTRACTOR shall sign "Amendment No. 1 to EXHIBIT C - Business Associate AGREEMENT".

A.4 Area Supervisor

1. CONTRACTOR shall designate an Area Supervisor to handle all matters pertaining to day-to-day duties in their work areas between 7a.m. – 7p.m.
2. CONTRACTOR shall provide County with Area Supervisor's 24-hour contact information.
3. Communications with the Area Supervisor shall be binding to the extent of this AGREEMENT.
4. County shall notify Area Supervisor of all quality concerns and the Area Supervisor shall respond within three (3) hours.

A.5 Identification Badges/Background Check

1. All personnel employed by CONTRACTOR shall display proper identification badges in clear view while on County's premises. If employees fail to display the proper identification, County may require them to leave the facility immediately.
2. Services that are not performed as a result may be subject to deductions on the next submitted invoice.
3. CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s), including fingerprinting, for all personnel required to work within County facilities which must be submitted to the County prior to the personnel being allowed to work within such County facilities. A California licensed Investigator must perform the required State level criminal background check(s). CONTRACTOR is responsible for the cost of the background check(s) and fingerprinting.

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'S Area Supervisor, County Health Department's Contract Coordinator, Compliance Nurse and/or designated County clinic manager, director, and/or their delegated staff shall meet quarterly, 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. Quarterly meetings shall occur during the months of July, October, January and April. CONTRACTOR shall contact County to schedule meetings. If CONTRACTOR and County do not meet in-person, CONTRACTOR must still check-in with County and, if applicable, provide status updates to the County electronically during the months of July, October, January and April.

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4. County and CONTRACTOR shall complete and sign EXHIBIT D as acknowledgement of receipt and review of the service requirements.
5. 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 facsimile or electronic mail. **CONTRACTOR must respond to complaints within 24 hours, except for as stated in Section A.4.d.** CONTRACTOR shall be responsible for tracking the complaints and providing daily status updates, or more frequently as requested, to the County.
6. CONTRACTOR will have 24 hours from the point of time contacted by the County to address and resolve any adverse findings of inspections. After 24 hours, the County can exercise the right to perform another inspection to determine if the issue has been adequately addressed and resolved. If service levels do not match the standards specified in this scope of services, the County may pursue alternate service providers as outlined in Section A.2.

B. TERM OF THE AGREEMENT

- B.1 The initial term commenced July 1, 2014 to June 30, 2016. Amendment No. 2 to the AGREEMENT extends the term to December 31, 2017, unless sooner terminated pursuant to the terms of the Agreement, with the option to extend the AGREEMENT for a remaining one (1) year period.
- B.2 If the County exercises its option to extend, the parties shall mutually agree upon changes to rates, terms and conditions.

C. COMPENSATION AND PAYMENTS

C.1 County shall pay an amount not to exceed \$124,035.00 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:

1. CONTRACTOR shall pay for any repair parts at or under \$200.00.
2. COUNTY shall pay for any repair parts over \$200.00.
3. CONTRACTOR's monthly rate for routine certifying, testing and maintenance services for the inventory, as of the effective of the contract, shall be \$3,024.00. Monthly rate may fluctuate based on inventory changes, for instance, due to expanded or satellite clinics. Rate changes are not binding until mutually agreed upon in writing by the COUNTY and CONTRACTOR.
4. COUNTY shall pay for the servicing of HEPA Filter(s) in an amount not to exceed \$980.00 per maintenance service.
 - a. Maintenance service shall include cost of all parts, supplies and labor associated with the required service.

C.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph.

1. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

- C.3 Negotiations for rate changes shall be initiated, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- C.4 Invoice amounts shall be billed directly to the ordering department.
- C.5 CONTRACTOR shall reference the AGREEMENT number on all invoices submitted to the County. CONTRACTOR shall submit such invoice periodically or at the completion of services, 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.
- C.6 There shall be no travel reimbursement allowed during this Agreement.