

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-1115 A-4

SAP Number

4400015915

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Avante Health Solutions</u>
Contractor Representative	<u>Sherri Biggers</u>
Telephone Number	<u>(704) 940-7755</u>
Contract Term	<u>December 5, 2020 through December 4, 2025</u>
Original Contract Amount	<u>\$602,593</u>
Amendment Amount	<u>\$61,625</u>
Total Contract Amount	<u>\$664,218</u>
Cost Center	<u>9176704200</u>

ADDENDUM NO. 4 TO THE GLOBAL 2 US BOX ONLY CONTRACT

WHEREAS, on December 5, 2020, San Bernardino County (fka County of San Bernardino) on behalf of Arrowhead Regional Medical Center (County) and Avante Health Solutions fka Global Medical Imaging, LLC (Avante) entered into a Global 2 US Box Only Contract (Contract) with a five year term for the preventative maintenance service (Service) of certain specified equipment at Arrowhead Regional Medical Center (ARMC); and

WHEREAS, on May 4, 2021, August 23, 2022, and May 1, 2023, the parties entered into Addendum No. 1, Addendum No. 2, and Addendum No. 3, respectively, to add additional equipment for Service under the Contract; and

WHEREAS, the parties now desire to add additional equipment to the Contract such that Avante will provide Service for the additional equipment at ARMC under the terms and conditions of the Contract for the remainder of the term of the Contract; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration set forth below, the parties agree as follows effective as of June 11, 2024:

1. The equipment identified in Attachment A-3 to this Addendum No. 4 is added to the Contract.
2. The cost of the Service for the additional equipment identified in Attachment A-3 for the remainder of the term of the Contract is as follows:

Period	Total Cost for Period
6/11/24-6/10/25	\$41,500
6/11/25-12/4/25	\$20,124.66

3. Payment terms for the cost of the Service for the additional equipment will be based on the terms in the Contract.
4. Service on the equipment identified in Attachment A-3 shall occur at ARMC's main campus, located at 400 N. Pepper Avenue, Colton, CA 92324 for the fees set forth above, and in accordance with the terms of the Contract.
5. All other terms and conditions of the Contract shall remain in full force and effect.
6. Avante has disclosed to the County using Schedule 1 - Campaign Contribution Disclosure Senate Bill 1439, attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Addendum was approved by the Board of Supervisors. Avante acknowledges that under Government Code section 84308, Avante is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Addendum.

In the event of a further proposed addendum to the Contract, Avante will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Avante or by a parent, subsidiary or otherwise related business entity of Avante.

7. This Addendum No. 4 (Addendum) may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Addendum. The parties shall be entitled to sign and transmit an electronic signature of this Addendum (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Addendum upon request.

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 11 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *[Signature]*
Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County


AVANTE HEALTH SOLUTIONS

(Print or type name of corporation, company, contractor, etc.)

By ► *Jeff Volpp*
(Authorized signature - sign in blue ink)

Name Jeff Volpp
(Print or type name of person signing contract)

Title VP of Sales, Biomedical
(Print or Type)

Dated: 5/14/2024
Address 1040 Derita Road, Suite A
Concord, NC 28027

FOR COUNTY USE ONLY
Approved as to Legal Form

► *[Signature]*
Charles Phan, Supervising Deputy County Counsel

Date 5/30/2024

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

► *[Signature]*
Andrew Goldfrach, ARMC CEO

Date 5/30/2024

Attachment A-3

Equipment Description and Configuration addendum

Model	Description	Serial Number
PHILIPS L185 COMPACT	Philips L18-5 Linear Broadband Ultrasound Transducer (Compact)	SN B19B#6
PHILIPS L123 COMPACT	Philips L12-3 Linear Ultrasound Transducer (Compact)	SN B2TC5G
PHILIPS X51.EXP	Philips X5-1 Matrix Array Ultrasound Transducer (Explora)	SN B3MVB1
PHILIPS X51.EXP	Philips X5-1 Matrix Array Ultrasound Transducer (Explora)	SN B3LWRN
PHILIPS X51.EXP	Philips X5-1 Matrix Array Ultrasound Transducer (Explora)	SN B3201K
PHILIPS X51.EXP	Philips X5-1 Matrix Array Ultrasound Transducer (Explora)	SN B22BVT
PHILIPS S83.EXP	Philips S8-3 (3-8 MHz) Sector Ultrasound Transducer	SN B1X2NP
PHILIPS S92.COMPACT	s9-2 compact Transducer	SN B3NBCV
PHILIPS S124.EXP	Philips S12-4 Pediatric Cardiac Ultrasound Transducer	SN B3HXN4
PHILIPS S124.EXP	Philips S12-4 Pediatric Cardiac Ultrasound Transducer	SN B1WVW4
PHILIPS S124.EXP	Philips S12-4 Pediatric Cardiac Ultrasound Transducer	SN B3HTIG
PHILIPS X82T COMPACT	Philips X8-2T TEE xMatrix Ultrasound Transducer	SN B3VHX7
PHILIPS X51C.COMPACT	PHILIPS X5-1c COMPACT ULTRASOUND TRANSDUCER	SN F06T2Q
PHILIPS S124.EXP	Philips S12-4 Pediatric Cardiac Ultrasound Transducer	SN F06F6F
PHILIPS C62.COMPACT	Philips C6-2 Compact Ultrasound Transducer	SN:B3Q29X
PHILIPS S92.COMPACT	s9-2 compact Transducer	SN:B3NBF1
PHILIPS S92.COMPACT	s9-2 compact Transducer	SN:F06W6M
PHILIPS EPIQ CVX	Philips EPIQ CVx (3D) Ultrasound System	SN:US722B1991

Probe Pool (Does not include TEE Probes) Quantity - 3 the services will include, at no additional cost, the repair or replacement of probes where such repairs or replacement is necessary regardless of the cause of the damage or defect.



SCHEDULE 1 Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" on this Schedule refer to Avante. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Avante Health Solutions

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Jordan Industries & Edgewater Funds

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Addendum, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Addendum is being considered and for 12 months after a final decision by the County.