

### **Contract Number**

20-1115 A-6

SAP Number 4400028955

# **Arrowhead Regional Medical Center**

Department Contract Representative	Andrew Goldfrach		
Telephone Number	(909) 580-6150		
	-		
Contractor	Avante Health Solutions		
<b>Contractor Representative</b>	Sherri Biggers		
Telephone Number	(704) 940-7755		
Contract Term	December 5, 2020 through		
	December 4, 2026		
Original Contract Amount	\$814,218		
Amendment Amount	\$173,210		
<b>Total Contract Amount</b>	\$987,428		
Cost Center	9176704200		
Grant Number (if applicable)	N/A		

## ADDENDUM NO. 6 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 and repair (collectively, Service) of certain specified equipment at Arrowhead Regional Medical Center (ARMC); and

WHEREAS, on May 4, 2021, August 23, 2022, May 1, 2023, and July 11, 2024, the parties entered into Addendum No. 1, Addendum No. 2, Addendum No. 3, and Addendum No. 4, respectively, to add additional equipment for Service under the Contract for the remainder of the term of the Contract;

WHEREAS, on March 25, 2025, the parties entered into Addendum No. 5 to the Contract to increase the contract amount to an amount not to exceed \$814,218 to account for repair services and parts; and

WHEREAS, the parties now desire to extend the term of the Contract and increase the contract amount to account for the associated costs; and

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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 Contract is amended as follows, effective as of the date this Addendum is fully executed:

- 1. Contract Amount. Total payments under the Contract shall not exceed \$987,428.
- 2. Contract Expiration Date: The Contract expiration date shall be extended to December 4, 2026.
- 3. Scope of Work: The services to be provided by Avante and the equipment for which the services are to be provided under the Contract from December 5, 2025 through December 4, 2026 are set forth on Exhibit A to this Addendum.
- 4. Full Force and Effect. All other terms and conditions of the Contract remain in full force and effect.
- **5.** Capitalized Terms. Any capitalized term used but not defined in this Addendum shall have the meaning given to it in the Contract.
- 6. Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Avante has disclosed to the County using Exhibit B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 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 County Board of Supervisors. Avante acknowledges that under California Government Code section 84308, Avante is prohibited from making campaign contributions of more than \$500 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 \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed addendum.

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

7. Counterparts. This 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]

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**IN WITNESS WHEREOF**, San Bernardino County and Avante Health Solutions have each caused this Addendum to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

**AVANTE HEALTH SOLUTIONS** 

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

Dawn Rowe, Chair, Board of Supervi	sors		(Authorized signature - sign in blue ink)
Dated:		Name	Brian Freeth
SIGNED AND CERTIFIED THAT A C	OPY OF THIS	inallie _	(Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED	O TO THE		
CHAIRMAN OF THE BOARD		Title	CCO
Lynna Monell Clerk of the Board San Bernardino C			(Print or Type)
By		Dated:	
Deputy			
		Address	
FOR COUNTY USE ONLY Approved as to Legal Form	Reviewed for Contract	Compliance	Reviewed/Approved by Department
Approved as to Legal I offit	Neviewed for Contract	Compliance	Neviewed/Approved by Department
Charles Phan, Supervising Deputy County	_		Andrew Goldfrach, ARMC Chief Executive Officer
Charles Phan, Supervising Deputy County Counsel			Andrew Goldfrach, ARMC Chief Executive Officer
Date	Date		Date

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# **EXHIBIT A**

#### Service Contract Specifications

#### Avante 2 US Custom Service Contract

- Quality Assurance Certification to fulfill Accreditation Requirements
- Safety testing to ensure the equipment passes ANSI/AAMI ES1-1993 leakage current standards
- •Quality assured original equipment manufacturers parts to maintain system performance under normal failure.
- •Quality assured original equipment manufacturers transducer replacements or repairs for failure under normal use
- \*\* Probe Pool Three (3) Standard transducer replacements or repairs per year, for failure under avoidable damages
- \*\*Tee Coverage failure under normal use only
- •Peripherals are excluded from coverage but replaced on exchange basis as needed at standard time and material rates
- •Two (2) Scheduled Preventative Maintenance inspections per year
- •8:00 AM to 5:00 PM daily coverage, Monday through Friday, excluding National and Avante Health Solutions holidays
- •Technical Phone Support, 24 hours a day, 7 days a week, includes weekend and holidays
- Payment and initial inspection necessary before starting contract coverage"

Annual Price: \$173,210.00

Terms of Payment: Paid Annually in Advance, \$173,210 per year, for one (1) year

Model	Description	Serial Number
PHILIPS EPIQ 5C	Philips EPIQ 5C Ultrasound System Cardiovascular	SN:US322B0761 - Fontana
PHILIPS.L123.COMPACT	PHILIPS L12-3 COMPACT Transducer (CX50, EPIQ 5/7/Affinity)	SN:F05D89
PHILIPS.C103V.COMPACT	PHILIPS C10-3V COMPACT TRANSDUCER (EPIQ 5/7, AFFINITI 70, CX50)	SN:F04ZYN
PHILIPS.C51.COMPACT	PHILIPS C5-1 COMPACT TRANSDUCER (EPIQ 5/7, AFFINITI 70, CX50)	SN:F056T1
45356178078X	Philips eL18-4 Linear Array Ultrasound Transducer NON-EMT	SN:F04R3G
PHILIPS EPIQ 7G HWB	Philips EPIQ 7G Ultrasound System General Hardware B	SN:US519B0722 - AHRMC
PHILIPS.L123.COMPACT	PHILIPS L12-3 COMPACT Transducer (CX50, EPIQ 5/7/Affinity)	SN:B1B31M
PHILIPS.C51.COMPACT	PHILIPS C5-1 COMPACT TRANSDUCER (EPIQ 5/7, AFFINITI 70, CX50)	SN:B34VD0
PHILIPS.S51.COMPACT	PHILIPS S5-1 COMPACT TRANSDUCER (CX-50, EPIQ 5/7, AFFINITI 70)	SN:B1GNH0
PHILIPS EPIQ ELITE	Philips EPIQ Elite Ultrasound System (Requires B.1 HW or Above)	SN:US322B1048
PHILIPS.L123.COMPACT	PHILIPS L12-3 COMPACT Transducer (CX50, EPIQ 5/7/Affinity)	SN:F06DPV
PHILIPS.C51.COMPACT	PHILIPS C5-1 COMPACT TRANSDUCER (EPIQ 5/7, AFFINITI 70, CX50)	SN:F0580X
PHILIPS.L123.COMPACT	PHILIPS L12-3 COMPACT Transducer (CX50, EPIQ 5/7/Affinity)	SN:F04QBZ

**Equipment Description and Configuration addendum** 

# [CONTINUED ON NEXT PAGE]

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lodel	Description	Serial Number
56166869X	Philips eL18-4 EMT Ultra-Broadband Linear Array PureWave Ultrasound Transducer	SN:F058JQ
ILIPS EPIQ ELITE	Philips EPIQ Elite Ultrasound System (Requires B.1 HW or Above)	SN:US225B166
ILIPS.L123.COMPACT	PHILIPS L12-3 COMPACT Transducer (CX50, EPIQ 5/7/Affinity)	SN:F0KBV0
LIPS.C51.COMPACT	PHILIPS C5-1 COMPACT TRANSDUCER (EPIQ 5/7, AFFINITI 70, CX50)	SN:F0K5FJ
56166869X	Philips eL18-4 EMT Ultra-Broadband Linear Array PureWave Ultrasound Transducer	SN:F0K79J
LIPS EPIQ ELITE	Philips EPIQ Elite Ultrasound System (Requires B.1 HW or Above)	SN:US225B167
LIPS.L123.COMPACT	PHILIPS L12-3 COMPACT Transducer (CX50, EPIQ 5/7/Affinity)	SN:F0KBTZ
LIPS.C51.COMPACT	PHILIPS C5-1 COMPACT TRANSDUCER (EPIQ 5/7, AFFINITI 70, CX50)	SN:F0K3NM
56166869X	Philips eL18-4 EMT Ultra-Broadband Linear Array PureWave Ultrasound Transducer	SN:F0K815
IPS EPIQ 7C	Philips EPIQ 7C Ultrasound System Cardiovascular	SN:US317B09
LIPS EPIQ 7C	Philips EPIQ 7C Ultrasound System Cardiovascular	SN:US318B25
IPS EPIQ CVX	Philips EPIQ CVx (3D) Ultrasound System	SN:US420B18
IPS EPIQ CVX	Philips EPIQ CVx (3D) Ultrasound System	SN:US420B18
IPS EPIQ CVX	Philips EPIQ CVx (3D) Ultrasound System	SN:US722B19
IPS.X72T.EXP	Philips X7-2T (2-7 MHZ) TEE Ultrasound Transducer (Explora)	SN:03BZ2H
IPS.X82T.COMPACT	Philips X8-2T TEE xMatrix Ultrasound Transducer	SN:F0LB8M
PS.X82T.COMPACT	Philips X8-2T TEE xMatrix Ultrasound Transducer	SNB3ND46
PS.X82T.COMPACT	Philips X8-2T TEE xMatrix Ultrasound Transducer	SN:B21CPF
PS.X51.EXP	Philips X5-1 Matrix Array Ultrasound Transducer (Explora)	SN:B3MVBL
S.X51.EXP	Philips X5-1 Matrix Array Ultrasound Transducer (Explora)	SN:B3LWRN
PS.X51.EXP	Philips X5-1 Matrix Array Ultrasound Transducer (Explora)	SN:B3201K
PS.X51.EXP	Philips X5-1 Matrix Array Ultrasound Transducer (Explora)	SN:B22BVT
PS.C92.COMPACT	PHILIPS C9-2 Ultrasound Transducer	SN:B2KPV6
PS.S124.EXP	Philips S12-4 Pediatric Cardiac Ultrasound Transducer	SN:B3HXN4
PS.S124.EXP	Philips S12-4 Pediatric Cardiac Ultrasound Transducer	SN:B1WWW4
PS.S124.EXP	Philips S12-4 Pediatric Cardiac Ultrasound Transducer	SN:B3HTIG
PS.S124.EXP	Philips S12-4 Pediatric Cardiac Ultrasound Transducer	SN:F06F8F
PS.S92.COMPACT	s9-2 compact Transducer	SN:B3NBCV
PS.S83.EXP	Philips S8-3 (3-8 MHZ) Sector Ultrasound Transducer	SN:B1X2NP
PS.L123.COMPACT	PHILIPS L12-3 COMPACT Transducer (CX50, EPIQ 5/7/Affinity)	SN:B2BGFL
PS D2CWC EPIQ/IUIE	Philips D2CWC (2.0 MHZ) Pedoff Ultrasound Transducer	SN:F0713H
IPS D2CWC EPIQ/IUIE	Philips D2CWC (2.0 MHZ) Pedoff Ultrasound Transducer	SN:B3GQK0
PS D2CWC EPIQ/IUIE	Philips D2CWC (2.0 MHZ) Pedoff Ultrasound Transducer	SN:B1YKY7
PS D2CWC EPIQ/IUIE	Philips D2CWC (2.0 MHZ) Pedoff Ultrasound Transducer	SN:B3G0LL
PS EPIQ CVX	Philips EPIQ CVx (3D) Ultrasound System	SN:US920B00
IPS.X82T.COMPACT	Philips X8-2T TEE xMatrix Ultrasound Transducer	SN:B3VHX7
LIPS.X82T.COMPACT	Philips X8-2T TEE xMatrix Ultrasound Transducer	SN:B3VHX8
LIPS.X51.EXP	Philips X5-1 Matrix Array Ultrasound Transducer (Explora)	B3WCYR
LIPS.L157IO.COMPACT	Philips L15-7io Linear Ultrasound Transducer (Compact)	SN:B3VC3C

### Other:

\*System and diagnostic components, including all transducers and peripherals must be inspected and verified to be performing 100% to OEM specifications

Should equipment not pass the initial inspection, the customer has the option of repairing or replacing the equipment at a fair market price.

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# EXHIBIT B Levine Act –

# **Campaign Contribution Disclosure**

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

# **DEFINITIONS**

Actively supporting or opposing 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.

<u>Agent:</u> 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-subsidiary 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.

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

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	ntractors must respond to the quibit refer to Avante. If a question			All references to "Contractor" on this Not Applicable.
۱.	Name of Contractor: Avante He	alth Solutions		
2.	Is the entity listed in Question No.	1 a nonprofit organiz	ation under Inte	ernal Revenue Code section 501(c)(3)?
	Yes □ If yes, skip Question No	s. 3-4 and go to Ques	stion No. 5	No □x
	Name of Principal (i.e., CEO/Pres matter <u>and</u> has a financial interes			. 1, <u>if</u> the individual actively supports the
	If the entity identified in Question traded ("closed corporation"), iden			ess shareholders, and not publicly
	Name of any parent, subsidiary, o definitions above):	or otherwise related e	ntity for the ent	ity listed in Question No. 1 (see
Company Name Relationship		Relationship		
S.	Name of agent(s) of Contractor:			
	Company Name	Agent(	s)	Date Agent Retained
				(if less than 12 months prior)
	awarded contract if the subcontra	actor (1) actively sup	ports the matte	ill be providing services/work under the er and (2) has a financial interest in the inty or board governed special district.
С	ompany Name	Subcontractor(s):		Principal and//or Agent(s):
_				
				<u> </u>
	None of once he are in this idea.	man anian with a see see se	liated in Over-1	ons 1-7, but who may (1) actively suppor

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Individual(s) Name

**Company Name** 

9.	Was a campaign contribution, of more than \$500, 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 □x If <b>no</b> , please skip Question No. 10.
	Yes □ If <b>yes</b> , 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):
	Diagon add an additional about(a) to identify additional Board Mambara or other County elected efficient to whom anyone

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 \$500 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.

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