

**Agreement No. ARMC-CA-001****Asset Management Agreement**

This Asset Management Agreement is made and entered between **RENOVO SOLUTIONS LLC** (herein referred to as "**RENOVO**"), and **San Bernardino County on behalf of Arrowhead Regional Medical Center** (herein referred to as "**CLIENT**"). **RENOVO** agrees to provide comprehensive asset management services to **CLIENT** under the following terms and conditions.

**1. Definitions**

For purposes of this Agreement, terms used herein shall have meanings as follows:

- (a) The term "Agreement" shall mean this Asset Management Agreement, as may from time to time be amended, modified and supplemented in accordance with the provisions hereof.
- (b) The term "Annual Asset Management Program Cost" shall mean the annual cost, which **CLIENT** is obligated to pay to **RENOVO** under Section 7 of this Agreement.
- (c) The term "Asset Management Inventory" shall mean the equipment and other assets listed on Attachment "A" to this Agreement, which is incorporated herein by this reference as if fully set forth.
- (d) The term "Equipment Coverage Summary Report" shall mean the periodic report prepared by **RENOVO** from time to time, which shall set forth the current Asset Management Inventory.
- (e) The term "Asset Management Services" or "Services" shall mean the services to be provided by **RENOVO** as set forth in Section 2 of this Agreement.
- (f) The term "Scheduled Maintenance Completion Report" shall mean the periodic report prepared by **RENOVO**, which shall detail the preventive maintenance provided by **RENOVO** as part of the Asset Management Services.
- (g) The term "Medical Equipment Management Report" shall mean the periodic report prepared by **RENOVO**, which shall describe the actions and activities of **RENOVO** and **CLIENT** in making qualitative improvements to the Asset Management Program.

**2. Scope of RENOVO Services and Coverage**

During the term of this Agreement, **RENOVO** will provide **CLIENT** with the Asset Management Services as follows:

- (a) **RENOVO** will provide a management and technical staff member necessary to complete the service obligations identified in Attachment A (herein referred to as the "Asset Management Technical Staff"). Additional Asset Management Technical Staff will be available on an as needed basis. The Asset Management Technical Staff will be available onsite during normal working hours, which shall mean Monday - Friday 8:00 a.m. - 5:00 p.m., 52 weeks a year, except for national holidays. After normal working hours coverage, including weekends and holidays, will be managed through an on-call schedule.



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#### 2. *Scope of RENOVO Services and Coverage (continued)*

- (b) **RENOVO** will be financially responsible for all labor and travel costs associated with routine scheduled maintenance and repair of the Asset Management Inventory (see Attachment A for specific details).
- (c) **RENOVO** will be financially responsible for all labor and material costs associated with routine replacement of parts (excluding consumable supplies) for the Asset Management Inventory (see Attachments A & C for specific inclusions and exclusions).
- (d) **RENOVO** will be responsible for purchasing, providing, and calibrating all test equipment for the Asset Management Inventory equipment **RENOVO** is responsible for servicing.
- (e) **RENOVO** will ensure that its procedures and inspection intervals comply with the requirements set forth by the Joint Commission, AAMI, HHS, OSHA, NFPA, HIMSS, manufacturers recommendations, all state and local laws, and as deemed necessary by **CLIENT** safety committees. Performance of scheduled maintenance in accordance with, and at no less frequency than the up-to date, original manufacturers' specifications, and time frames, unless the equipment is included in an Alternative Equipment Maintenance program approved by **CLIENT**.
- (f) **CLIENT** shall maintain the location in which the equipment is kept in an environmentally appropriate condition suitable for the operation of the Asset Management Inventory equipment. **RENOVO** is not responsible for paying the cost of repair services to the equipment in the Asset Management Services program ("Program") which are attributable to the failure of **CLIENT's** environmental systems, including but not limited to: electrical distribution system, heating, ventilation and air conditioning systems, water supply and disposal systems, and any other facility support system; as well as failures due to acts of God, subject to final determination by a mutually agreed upon third party. **RENOVO** shall report and advise on any adverse environmental conditions of the facilities under the Program.
- (g) **RENOVO** agrees to prioritize and escalate response times for Services based on the following equipment category types, unless otherwise agreed to by the Parties in writing:
  - ☐ Mission Critical – applies to any therapeutic or diagnostic device that does not have a readily available replacement, in case of failure or damage, and is needed for the immediate care of the patient (equipment types that fall into this category will be provided by **RENOVO** and mutually agreed to by both parties).
  - ☐ Standard - applies to any other therapeutic or diagnostic device that would exhibit delays in patient care if failure or damage occurs to the equipment and replacement equipment or alternative treatments may or may not be available, includes all other equipment outside of Mission Critical category).

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RENOVO will notify **CLIENT's** department manager or designee prior to escalating a proprietary technical issue to the OEM or a mutually agreed upon and qualified 3<sup>rd</sup> party as follows:

☐ Mission Critical - after two (2) hours of unsuccessful diagnosis or repair, **RENOVO** will escalate issue to the OEM or a qualified 3<sup>rd</sup> party, and notify the **CLIENT's** department manager, unless the **CLIENT's** department manager allows more time for diagnosis and repair.

☐ Standard – after four (4) hours of unsuccessful diagnosis or repair, **RENOVO** will escalate issue to the OEM or a qualified 3<sup>rd</sup> party, and notify the **CLIENT's** department manager, unless the **CLIENT's** department manager allows more time for the diagnosis and repair.

**3. Reports and Compliance**

During the term of this Agreement, **RENOVO** will maintain records and prepare reports, as follows:

- (a) All scheduled maintenance and repair documentation will be documented and recorded within **RENOVOLive™**, a computerized information management system, and will be accessible by **CLIENT**.
- (b) **RENOVO** will ensure that all Asset Management Services are in compliance with current Joint Commission and DNV GL Healthcare accreditation standards, as well as any applicable requirements promulgated by the State Department of Health Services and other regulatory agencies with jurisdiction over **CLIENT**. The Asset Management Technical Staff will be in attendance at the time of all regulatory surveys/inspections.
- (c) **RENOVO** will provide **CLIENT** with periodic reports detailing various aspects of the asset management program.

**4. CLIENT Responsibilities**

During the term of this Agreement, **CLIENT** will provide **RENOVO** with the following:

- (a) **CLIENT** shall provide the Asset Management Technical Staff and other employees and agents of **RENOVO** with reasonable access to the Asset Management Inventory to permit **RENOVO** to provide the Asset Management Services in a timely manner.
- (b) **CLIENT** will provide the Asset Management Technical Staff and employees and agents of **RENOVO** with all service records and reports, copies of Facility Direct Contracts, equipment manuals and warranty information of the Asset Management Inventory which will permit **RENOVO** to provide the Asset Management Services and secure warranty services on the Asset Management Inventory, as applicable.

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- (c) **CLIENT** will provide the Asset Management Technical Staff with reasonable office space, access to parking facilities and dining facilities during the normal working hours as specified in Section 2(a) of this Agreement, and sufficient storage space to fulfill the service obligations identified in Attachment A. We also require high-speed internet access for our computerized information management system to function properly.
- (d) If **RENOVO** notifies **CLIENT** that a replacement part, technical support or other critical information cannot be obtained directly from a manufacturer by **RENOVO**, **CLIENT** will, at **RENOVO**'s cost, use its best efforts to assist **RENOVO** in obtaining such replacement parts, technical support or other critical information directly from the manufacturer.

**5. Agreement Term**

The commencement of the term of this Agreement shall be on **May 1, 2025** ("Effective Date"), and shall continue for a term of thirty-six (36) months, unless earlier terminated in accordance with the provisions described in Section 6 of this Agreement.

**6. Termination**

- (a) Either **RENOVO** or **CLIENT** may terminate the term of this Agreement at any time during the term, with cause for Default, in accordance with this section of the Agreement. Termination with cause for Default, for purposes of this Agreement, shall mean a failure by **RENOVO** to provide the Services in a manner that is reasonably satisfactory to **CLIENT** or a material breach of this Agreement which is not cured within thirty (30) days of delivery of written notice by the non-defaulting party, which notice shall reasonably describe the alleged default or defaults.

In the event of Default, the non-defaulting party shall provide written notice of Default to the defaulting party, which shall specify how the defaulting party has committed a Default. The defaulting party shall then have 30 calendar days in which to cure the Default ("Cure Period"). If At the end of the Cure Period, the non-defaulting shall determine that either (i) the Default has been corrected, in which case the Agreement will continue in full force and effect subsequent to the Cure Period, or (ii) the Default has not been corrected, in which case the non-defaulting party may by further written notice terminate this Agreement upon written notice to the defaulting party.

- (b) Notwithstanding the foregoing, in the event that a party commits a Default that cannot be cured, the non-defaulting party may terminate this Agreement with cause for Default immediately upon written notice to the defaulting party.
- (c) **CLIENT** may remove any piece of equipment from the Asset Management Inventory at any time provided the equipment is being removed permanently from clinical use, with at least forty-five (45) days written notice to **RENOVO**. In the event of such removal, **RENOVO** shall cease billing **CLIENT** for Services for such equipment under this Agreement as of the date of removal and credit **CLIENT** on a pro rata basis for any prepaid service for such equipment as of the date of removal.

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- (d) **CLIENT's** ARMC Chief Executive Officer is authorized to terminate this Agreement on behalf of **CLIENT**.
- (e) **RENOVO's** financial responsibility under this Agreement includes imaging glassware, imaging digital detectors, ultrasound transducers, cryogens, nuclear medicine crystals or other similar materials, and if this Agreement is cancelled or terminated for any reason, the cost of any replacement imaging glassware, imaging digital detectors, ultrasound transducers, cryogens, nuclear medicine crystals or other similar materials will be prorated based on a thirty-six (36) month time frame beginning at the time of the components installation. **CLIENT** will be responsible for reimbursing **RENOVO** for any remainder of the replacement cost.

**7. Cost of Asset Management Program**

The annual cost of the Asset Management Services described in this Agreement is **\$405,233.55**. **RENOVO** may adjust the annual cost on each annual anniversary of the full term for inflationary reasons, but any increase will not exceed 3%. Such adjustment in price may be made only once per Contract Year with at least 30 days written notice to **CLIENT**. A "Contract Year" is defined as each 12 month consecutive period, beginning on the Effective Date. Installment payments of the Annual Asset Management Program Cost shall be made by **CLIENT** to **RENOVO** by check. The first monthly installment payment of the annual Asset Management Program Cost will be due within sixty (60) days of receipt of invoice and the balance of the annual cost will be divided into eleven monthly installments, based on the number of days in each month.

All installment payments are to be paid by **CLIENT** and received by **RENOVO** no later than sixty (60) days after receipt of invoice. The cost of any services provided by **RENOVO**, which are not included in the Asset Management Services shall be charged at the then current hourly rates established by **RENOVO**, plus expenses, and shall be separately invoiced by **RENOVO** (see Attachment D).

**8. Asset Management Inventory Changes**

Except as set forth on Section 6(c), changes in the scope of Services and additions of equipment to the Asset Management Inventory can be made at any time during the period of the Agreement provided however, all changes, including, without limitation, adjustments to the cost of Asset Management Services, must be mutually agreed upon in writing and signed by both **RENOVO** and **CLIENT** in the form of an amendment to this Agreement.

**9. RENOVO's Maximum Expenditure for Maintenance and Repair Services**

**CLIENT** hereby acknowledges and agrees that the maximum cumulative expenditure **RENOVO** shall make during each successive twelve (12) month period of this Agreement for the maintenance and repair of each piece of equipment in the Asset Management Inventory shall be limited to the mutually agreed upon fair market value of a like model, age and condition as the applicable piece of equipment is at the applicable time, and for any single repair an amount equal to fifty percent (50%) of such value. Once such maximum with respect to any piece of equipment is reached, such piece shall be removed from the Asset

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Management Inventory with a reduction in the amounts due hereunder for the duration of such 12-month period. In the event any such equipment requires repair after being removed from the Asset Management Inventory, all such repairs will be performed by **RENOVO** on a Time and Material (T&M) basis at **RENOVO's** then prevailing rates. In no event shall **RENOVO** be liable to **CLIENT** under this Agreement, by reason of any tort, breach of contract, or warranty, indemnification, or other legal liabilities, for prospective, consequential, incidental, exemplary, punitive, indirect or special damages, economic loss, loss of profits or similar damages suffered by **CLIENT** rising out of a breach or default in the performance of **RENOVO's** obligations under this Agreement.

**RENOVO** will not pay for any maintenance-related expenditure which is incurred after the expiration of this expiration of this Agreement unless the expenditure is a direct result of **RENOVO's** negligence or breach of contract. **RENOVO** covenants that the Asset Management Inventory will be fully operational as of the expiration of the term of this Agreement, reasonable wear and tear excepted.

**10. Insurance Coverage**

This Agreement shall not be deemed to create a legal partnership, association, joint venture or other similar arrangement between **RENOVO** and **CLIENT**, the intent of this Agreement being that both **RENOVO** and **CLIENT** shall be and shall remain independent contractors for the performance of their respective obligations under this Agreement.

- a. **CLIENT** covenants and agrees that it shall maintain liability insurance coverages or a program of self-insurance for its operations in a commercially reasonable amount and shall maintain workers' compensation insurance in required amounts on its own employees. **CLIENT** agrees that it shall maintain property damage and casualty insurance, at its expense, on the Asset Management Inventory, and that **RENOVO** shall have no liability to **CLIENT** for any loss, damage, or injury to, or caused by, the Asset Management Inventory which does not arise from the intentional or negligent acts or omissions to acts of **RENOVO**.
- b. **RENOVO** shall, for the term of this Agreement, comply with the insurance requirements set forth on Exhibit 1, the requirements of which are incorporated herein by this reference.

**11. Environmental Systems & Acts of God**

**RENOVO** is not responsible for paying the cost of repair services to the Asset Management Inventory which are attributable to the failure of **CLIENT's** environmental systems, including but not limited to: electrical distribution system, heating, ventilation and air conditioning systems, water supply and disposal systems, and any other facility support system; as well as failures due to acts of God.

**12. Indemnification**

**RENOVO** shall defend, indemnify and hold **CLIENT**, its employees and agents harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses and attorney's fees, which may arise because of the negligence, misconduct, or other fault of **RENOVO**, its agents, representatives, subcontractors, or employees.



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The duties and obligations of each party to this Agreement are limited in the event of circumstances beyond their reasonable control, such as major disaster, war, complete or partial destruction of facilities, disability of a significant number of personnel, significant labor disputes, and acts of God (each a "Force Majeure Event"). The party so affected must give prompt written notice to the other party of the cause and take whatever reasonable steps are necessary to relieve the effect of the cause. In such an event, the parties hereto agree to use their best efforts under the circumstances to fulfill their duties and obligations under this Agreement by whatever means are available. If **RENOVO** suffers a Force Majeure Event that exceeds thirty (30) days, **CLIENT** shall have the right to terminate this Agreement upon written notice to **RENOVO**.

**14. Reserved.****15. Mediation**

Any controversy or claim arising out of or relating to this Agreement or the respective rights under this Agreement may, upon the mutual agreement of the parties, be subject to mediation in San Bernardino County, CA. Such mediation shall be in accordance with the rules of the American Arbitration Association, and each party shall bear its own attorney's fees and costs of mediation.

**16. Notices**

Any notice, designation, consent or approval required or permitted hereunder shall be made in writing and delivered personally or mailed by certified mail, return receipt requested, addressed to the parties as hereinafter specified. Any notice forwarded by mail in accordance with the terms of this section shall be deemed to have been received, delivered or given to the other party three (3) business days following the date of mailing. Addresses for purposes of this Agreement, must be otherwise designated in a subsequent written notice or as follows:

**RENOVO SOLUTIONS LLC**  
4 Executive Circle  
Suite # 185  
Irvine, CA 92614  
Attention: Chief Commercial Officer

**Arrowhead Regional Medical Center**  
400 N. Pepper Avenue  
Colton, CA 92324  
Attention: ARMC Chief Executive Officer

**17. Omnibus Reconciliation Act of 1980**

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Upon written request and anytime within four years after the termination of this Agreement, **RENOVO** will make available to the Secretary of Health and Human Services or to the Comptroller General, or to any of their authorized representative's access to any and all records or other documentation needed to verify the nature, extent, and cost of the services provided to **CLIENT**. If any of these services are provided through a subcontractor, this right of access shall be extended to the relevant records of the subcontractor. This right is provided in order to comply with the requirements of Section 952 of the Omnibus Reconciliation Act of 1980, Public Law 96-499, as contained in Section 1861 (V) (1) of the Social Security Act, and the implementing regulations at 42 CFR Part 420.

**18. Entire Agreement**

This Agreement contains the entire agreement between the parties and may only be amended or modified by written instrument signed by the parties. The partial invalidity of any provision of this Agreement shall not invalidate or affect the validity of the remaining provisions of this Agreement. If any provision of this Agreement is deemed invalid or unenforceable, this Agreement shall remain in full force and effect as if such invalid or unenforceable provision were omitted.

**19. Waiver**

No failure by either party to require the performance by the other party of any of the terms of this Agreement shall in any way affect such party's rights to enforce such terms, nor shall any waiver on any one occasion be deemed a waiver of any other term hereof, or subsequent breach thereof. No right under this Agreement may be waived and no modification or amendment to this Agreement may be made except by written agreement executed by the parties.

**20. Reserved****21. Exclusivity**

**CLIENT** agrees that during the term of this Agreement, **CLIENT** shall not, either directly or indirectly, alone or in association or affiliation with any other person or entity, engage any other third party to perform for **CLIENT** any of the Asset Management Services that **RENOVO** is performing or providing under this Agreement with respect to the equipment **RENOVO** is responsible for servicing hereunder.

**22. Jurisdiction**

This Agreement shall be construed, interpreted, and governed by the laws of California. Time is of the essence for the purposes of this Agreement.

**23. Onsite Service Provider Requirements.**

**RENOVO** shall comply with the Onsite Service Provider Requirements set forth on Exhibit 2, the requirements of which are incorporated herein by this reference.

**24. Debarment and Suspension.**



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**RENOVO** hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, **RENOVO** represents and warrants that no proceedings or investigations are currently pending or to **RENOVO's** knowledge threatened by any federal or state agency seeking to exclude **RENOVO** from such programs or to sanction **RENOVO** for any violation of any rule or regulation of such programs.

**25. Assignment.**

Neither party shall assign, transfer, or delegate any of its rights, obligations, or interests under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer, or delegation in violation of this clause shall be void and of no effect. This provision shall be binding on and enforceable against any successors or permitted assignees.

**26. Legality and Severability.**

The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**27. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).**

**RENOVO** has disclosed to the County using Exhibit 3 – 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 San Bernardino County ("County") 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 Agreement was approved by the Board of Supervisors. **RENOVO** acknowledges that under Government Code section 84308, **RENOVO** 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 Agreement.

In the event of a proposed amendment to this Agreement, **RENOVO** 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 amendment.

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

**28. Counterparts.**

This Agreement 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 Agreement.

February 19, 2025



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The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 Agreement upon request.

#### RENOVO SOLUTIONS LLC

DocuSigned by:  

 Sandy Morford  
 DDA9C9187560452... ure)

Title: Chief Commercial officer

Date: 02/21/2025

#### San Bernardino County on behalf of Arrowhead Regional Medical Center

By: \_\_\_\_\_  
 (Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

#### **Exhibits:**

1. Insurance Requirements
2. Onsite Service Provider Requirements
3. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

#### **Attachments:**

- A. Asset Management Inventory
- B. Letter of Agency
- C. Special Provisions
- D. Current Hourly Rate Schedule
- E. Certificate of Insurance

**Agreement No. ARMC-CA-001****Asset Management Agreement****EXHIBIT 1: Insurance Requirements**

**RENOVO** (hereinafter also referred to as “Contractor”) agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
  - a. Workers’ Compensation/Employer’s Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Contractor and all risks to such persons under this contract. If Contractor has no employees, it may certify or warrant to **CLIENT** (hereinafter also referred to as “Customer”) that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by Customer’s Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.
  - b. Commercial/General Liability Insurance – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
    - i. Premises operations and mobile equipment.
    - ii. Products and completed operations.
    - iii. Broad form property damage (including completed operations).
    - iv. Explosion, collapse and underground hazards.
    - v. Personal injury.
    - vi. Contractual liability.
    - vii. \$2,000,000 general aggregate limit.
  - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy

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shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

2. **Additional Insured.** All policies, except for Worker's Compensation, shall contain additional endorsements naming Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** Contractor shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. Contractor hereby waives all rights of subrogation against Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Severability of Interests.** Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Contractor and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Contractor shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has

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the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by Contractor or Customer payments to Contractor will be reduced to pay for Customer purchased insurance.

10. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Customer's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.

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In performing the Services and while at Customer's facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the Customer regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the Customer; and (d) abide by all laws applicable to the Customer facilities and the provision of the services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "Customer Policies"). Customer Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a Customer facility, electronic posting, or other means generally used by Customer to disseminate such information to its employees or Contractors. Contractor shall be responsible for the promulgation and distribution of Customer Policies to Contractor personnel to the extent necessary and appropriate. Customer shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Customer in order to exercise any right of access under this contract.

**B. Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the Customer; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the Customer and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the Customer, Contractor shall provide the results of the background check of each individual to the Customer. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for Contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the Customer's hiring criteria, in Customer's sole discretion, shall not be assigned to work on Customer property or Services, and Customer shall have the right, at its sole option, to refuse access to any contract personnel to any Customer facility.

**C. Drug and Alcohol Free Workplace**

**C.1** In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this contract, Contractor agrees that Contractor and Contractor's employees, while performing service for the Customer, on Customer property, or while using Customer equipment:

**C.1.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.1.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.



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- C.1.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the Customer on Customer property, or using Customer equipment, of the Customer's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the Customer.

- C.2 The Customer may terminate for default or breach of this contract and any other contract Contractor has with the Customer, if Contractor or Contractor's employees are determined by the Customer not to be in compliance with above.

**D. Employment Discrimination**

During the term of the contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and Customer laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**E. Environmental Requirements**

- E.1 In accordance with Customer Policy 11-08, the Customer prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The Customer requires Contractor to use recycled paper for any printed or photocopied material created as a result of this contract. Contractor is also required to use both sides of paper sheets for reports submitted to the Customer whenever practicable.
- E.2 To assist the Customer in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the Customer's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the Customer, utilizing a Customer approved form.

**F. Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this contract. Contractor will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this contract.

**Agreement No. ARMC-CA-001****Asset Management Agreement****G. Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

**H. Subcontracting**

- H.1 Contractor shall obtain Customer's written consent, which Customer may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to Customer. At Customer's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the Customer, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to Customer for its subcontractors and shall indemnify Customer for the actions or omissions of its subcontractors. All approved subcontractors shall be subject to the provisions of this contract applicable to Contractor Personnel.
- H.2 For any subcontractor, Contractor shall:
  - H.2.1 Be responsible for subcontractor compliance with the contract and the subcontract terms and conditions; and
  - H.2.2 Ensure that the subcontractor follows Customer's reporting formats and procedures as specified by Customer.
- H.3 Upon expiration or termination of this contract for any reason, Customer will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with Customer.

**I. Damage to Customer Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to Customer vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If Contractor fails to make timely repairs, the Customer may make any necessary repairs. Contractor, as determined by the Customer, shall repay all costs incurred by the Customer for such repairs, by cash payment upon demand, or Customer may deduct such costs from any amounts due to Contractor from the Customer, as determined at the Customer's sole discretion.



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**EXHIBIT 3**

**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.

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



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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 Exhibit refer to RENOVO. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: RENOVO SOLUTIONS LLC
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):

Water Street Healthcare Partners, LLC



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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



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N/A	

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 ☒ 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 Agreement, 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 Agreement is being considered and for 12 months after a final decision by the County.