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

SAN BERNARDINO COUNTY

Contract Number 20-1115

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Avante Health Solutions
Contractor Representative	Robert Pettay
Telephone Number	800-449-5328 x. 194
Contract Term	December 5, 2020 through December 4, 2025
Original Contract Amount	$329,000.00
Amendment Amount	$
Total Contract Amount	$329,000.00
Cost Center	

Briefly describe the general nature of the contract: Agreement with Avante Health Solutions, in the amount of $329,000, for preventative maintenance of ultrasound equipment, for the contract period of December 5, 2020 through December 4, 2025.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Charles Phan, Deputy County Counsel		William L. Gilbert, Director
Date 11/5/2020	Date	Date 11/6/2020

Quote Number: 155802

Global 2 US Box Only Contract

Avante | Health Solutions
1040 Derita Rd
Concord, NC 28027
TEL: 800-958-9986
FAX: 800-958-9987
www.avantehs.com

CONTRACT EFFECTIVE DATE: 12/5/2020

CONTRACT EXPIRATION DATE: 12/4/2025

GMI REPRESENTATIVE:
Rob Pettay
Email: rob.pettay@avantehs.com

BILLING INFORMATION	*EQUIPMENT LOCATION*
Customer: County of San Bernardino on behalf of Arrowhead Regional Medical Center **400 N Pepper Ave** **Colton, CA 92324**	**Arrowhead Regional Medical Center** **400 N Pepper Ave** **Colton, CA 92324**

Contact: Shannon Cundieff
Email: cundieffs@armc.sbcounty.gov
Phone: (909) 580-1572

Service Contract Specifications

Global 2 US Box Only 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.
- Probes and peripherals are excluded from coverage but replaced on exchange basis as needed at standard time and material rates
- Labor & Travel included
- Two (2) Scheduled Preventative Maintenance inspection per year
- 8:00 AM to 5:00 PM daily coverage, Monday through Friday, excluding National and GMI 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: $65,800.00 / Year

Terms of Payment: Paid Annually, In Advance, Payment terms for other invoiced products and services: 60 days from date of invoice

$65,800 per year, for five (5) years, paid annually in advance each year, invoice to be issued by Avante

Avante | Ultrasound
formerly GMI

Equipment Description and Configuration addendum

Model	Description	Serial Number
PHILIPS EPIQ 7G	PHILIPS EPIQ 7 General Radiology	SN:US519B0722
PHILIPS EPIQ 7C	Philips EPIQ 7C Ultrasound System Cardiovascular	SN:US318B2578
PHILIPS EPIQ 7C	Philips EPIQ 7C Ultrasound System Cardiovascular	SN:US317B0952
PHILIPS EPIQ 5 General Radiology	Philips EPIQ 5 Ultrasound System General Radiology	SN:US415C0510
PHILIPS EPIQ 5 General Radiology	Philips EPIQ 5 Ultrasound System General Radiology	SN:USO15C0724
PHILIPS EPIQ 5 General Radiology	Philips EPIQ 5 Ultrasound System General Radiology	SN:US415C0508
PHILIPS EPIQ 5 General Radiology	Philips EPIQ 5 Ultrasound System General Radiology	SN:US415C0509
PHILIPS EPIQ 5 General Radiology	Philips EPIQ 5 Ultrasound System General Radiology	SN:USO15C0725
Philips Affiniti 50	Philips Affiniti 50 Ultrasound System	SN:USO15D0761
453561193191	Philips X7-2t Transducer	SN:03BZ2H
453561193191	Philips X7-2t Transducer	SN:B21CPF

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.

Global Medical Imaging, LLC (GMI) will provide service to the equipment listed above, subjected to the terms and conditions specified in GMI's Service Terms and Conditions attached hereto and incorporated by reference. The total charge for such service is specified above, plus any additional charges computed in accordance with the terms and conditions of this contract. The payment is due prior to the start of this contract. This contract provides for service to be performed by GMI as specified herein, exclusive of Global Medical Imaging's designated holidays and weekends.

SERVICE CONTRACT TERMS AND CONDITIONS

1.This SERVICE CONTRACT, with the attachments, contains the entire contract between the parties and supersedes all prior contracts, promises or representations (written or oral) between the parties. It may not be modified unless in writing executed by the parties. This Contract may not be assigned without the written permission of Global Medical Imaging, LLC (GMI). Service contracts are not valid until accepted and executed by an authorized representative of GMI.

2.Equipment ("Equipment") listed in the EQUIPMENT DESCRIPTION and CONFIGURATION SECTION of this CONTRACT is accepted by GMI inclusion herein, subject to the condition that the Equipment is in operating condition (up to OEM specifications) on the effective date of this Contract. All labor and parts to render the Equipment in operating condition as of the effective date of this Contract shall be the customer's responsibility. All such service and parts shall be charged to the customer at the prevailing rates unless specifically stated otherwise herein.

3.GMI agrees to maintain and furnish upon request equipment maintenance files for the purpose of documenting all services performed and will perform all services as specified in the level of service plan which is part of this Contract.

4. Service and parts not included in this Contract shall be the responsibility of the Customer. Labor will be charged at the prevailing preferred Customer rates which are $200./hour for onsite labor and $175./hour for travel. After hours labor billed at time and one-half and Sundays/Holidays are billed at double time rates.

Services/Support/Equipment not included in this Contract are:
Request for service on equipment not included on the EQUIPMENT DESCRIPTION AND CONFIGURATION addendum;
Services required resulting from user or application error, lack of training, improper usage, or failure to follow operating instructions; Damages or Services connected with Equipment movement or relocation;
Adding or removing accessories, attachments, or other devices.
Damage to probes resulting from neglect including but not limited to dropping or other physical damage.
Problems caused by external sources, including any service performed by non-authorized personnel, OEMs or other service organizations.
Repair of damage from any cause other than ordinary use, such as accident, misuse, neglect, abuse, vandalism, electrical failure, fire, water or Acts of God; Damage to transesophogeal (TEE) transducers caused by patients, mishandling, or improper sterilization (Customer must properly use patient guards/bite blocks) Peripheral devices (printers, video cassette recorders, digital video recorders, etc.);
Evacuated glassware such as x-ray tubes, image intensifiers, and other evacuated devices.
Other specialty electronic devices such as magnetrons, thyratrons, detectors, accelerators, crystals, and electron guns; PACS or other IT integration support.
Equipment overhauls or re-builds.
Software and/or upgrades (required updates are provided and included as part of this agreement), Loaner Equipment.

5. Customer agrees not to knowingly attempt to employ or recruit, either directly or indirectly, any employee of GMI during the term of this Contract and for a period of two years thereafter, without the written permission of GMI.

6.During normal business hours at times agreed upon by the parties, Customer shall afford safe access to the Equipment for GMI's representatives and shall cooperate with GMI's representatives in their performance of the services under this Contract.

7.Customer agrees to give notice to GMI 24 hours prior to any modifications to the Equipment performed by the manufacturer for any mandatory updates or any required service as deemed necessary by the manufacturer.

8.Customer shall pay all applicable taxes arising from this Contract including any sales, use, excise, property, or other Federal, State or Local taxes for which Customer is legally responsible. Any additional invoices are payable within 60 days from the date of the invoice.

9.GMI agrees to perform all services in good faith, but no responsibility can be assumed for delays by suppliers in providing material or service, by Acts of God, decrees or acts of Government, strikes, delays of transportation, interruption of power or quality of power, interruption of business of either party or any other causes which are beyond the control of GMI. GMI ASSUMES NO

Initials: _____

RESPONSIBILITY FOR SERVICE ISSUES CAUSED BY QUALITY OF POWER AT THE FACILITY. SEE MANUAL FOR POWER SPECIFICATIONS AND REQUIREMENTS.

10. GMI's exclusive warranty is that services will be performed in a workmanlike fashion and all parts provided by GMI will be free of defects in materials and workmanship at the time of installation. In the event GMI breaches this warranty, GMI's sole obligation and Customer's exclusive remedy shall be to have GMI make all necessary adjustments, repairs or replacement of parts which were defective at the time of installation. EXCEPT FOR THE FOREGOING, GMI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

11. To the extent required by valid regulations promulgated by the Health Care Financing Administration (HCFA) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, GMI will, until the expiration of four years following the furnishing of services pursuant to this Contract, make available upon written request of the Secretary of Health and Human Services of the U.S. Comptroller General or any of their duly authorized representatives, this Contract, books and documents necessary to verify the nature and extent of costs incurred by any hospital who is a customer by reason of the service provided under this Contract.

12. If Customer defaults in the performance of this Contract, and such default remains uncured for thirty days after GMI provides notice to Customer of the default, GMI may cancel this Contract upon ten days written notice. After such notice of cancellation, GMI shall have no further obligation to perform under this Contract or to refund any sum to customer. For purposes of clarification, GMI may cancel this Contract immediately upon notice to Customer if the Customer fails to make a payment to GMI when due.

13. In no event shall either party be liable to the other in contract, tort or otherwise for incidental, consequential, special or indirect damages, including without limitation, lost business profits for damage or destruction of data even if the parties have been advised of same. GMI's maximum liability shall be limited in any event to the actual direct damages incurred by Customer which are caused by the acts or omissions of GMI. Customer agrees to provide GMI with prompt written notification as to the specifics of any claim for damages and to provide GMI with a reasonable opportunity to investigate.

14. Any dispute between the parties to this Contract arising out of, or relating to the terms and conditions of this Contract or the breach thereof, which cannot first be resolved informally within 30 days may be brought by way of a legal action in the San Bernardino County Superior Court, which shall serve as the exclusive jurisdiction for any matters arising under this Contract. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party, except where such costs and attorney fees directly arise from a third-party legal action against a party hereto and payable under the indemnification obligations. This Contract shall be governed and interpreted under California law.

15. Insurance. GMI shall maintain the following insurance coverage at the following minimum limits for the Term of this Contract:

- 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.
- Commercial/General Liability Insurance – General Liability Insurance covering all operations performed by or on behalf of GMI 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: Products and completed operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a $2,000,000 general aggregate limit.
- 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.

All policies, except for Worker's Compensation, shall contain additional endorsements naming Customer as an additional named insured with respect to liabilities arising out of this Contract. When applicable, and when requested by Customer, evidencing proof of the foregoing coverage shall be furnished to Customer.

GMI shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit GMI and GMI's employees or agents from waiving the right of subrogation prior to a loss or claim. GMI hereby waives all rights of subrogation against Customer.

Initials: _____

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.

GMI 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 GMI and Customer or between Customer and any other insured or additional insured under the policy.

Unless otherwise approved by Customer's Department of 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".

16. Indemnification. GMI agrees to indemnify, defend (with counsel reasonably approved by Customer) and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all third-party claims, actions, losses, damages and/or liability ("Losses") to the extent caused by: (i) a material breach of this Contract by GMI or (ii) the negligence or willful misconduct of GMI .

17. GMI 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 GMI or its employees or agents. Such repairs shall be made immediately after GMI becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If GMI fails to make timely repairs, Customer may make any necessary repairs. GMI, as determined by the Customer, shall repay all costs incurred by the Customer for such repairs, by payment upon demand, or Customer may deduct such costs from any amounts due to GMI from the Customer, as determined at Customer's sole discretion.

18.GMI hereby represents and warrants that it is not and at no time during the past 5 years 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, GMI represents and warrants that no proceedings or investigations are currently pending or to GMI's knowledge threatened by any federal or state agency seeking to exclude GMI from such programs or to sanction GMI for any violation of any rule or regulation of such programs.

19.GMI shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Customer in an attempt to secure favorable treatment regarding this Contract. GMI shall immediately report any attempt by a Customer officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from GMI. The report shall be made to the supervisor or manager charged with supervision of the employee or the San Bernardino County Administrative Office. In the event of a termination under this provision, the Customer is entitled to pursue any available legal remedies.

20.Neither party may assign this Contract or its rights or obligations hereunder without the express written consent of the other party, which consent may not be unreasonably withheld, delayed or conditioned; provided, however, that GMI may assign any of its rights or delegate or subcontract any of its duties under this Contract to any of its affiliates or a third party that purchase substantially all of GMI's assets relating to this Contract upon 30 days notice to Customer.

21.This Contract constitutes the entire understanding among the parties with respect to the subject matter and may not be amended except by a written agreement signed by GMI and Customer.

22.GMI shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations required to perform its obligations hereunder. GMI shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. GMI will notify Customer reasonably promptly of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification in accordance with this Section may result in immediate termination of this Contract after Customer notifies in writing of its intention to terminate this Contract and such loss or suspension of a required license, permit and/or certification is not remedied by GMI within thirty days after receipt of such notification from Customer. Upon termination of this Contract as a result of GMI's breach of this provision, GMI shall refund Customer a prorated amount of any fees paid.

23.This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

24. The term of this Service Contract is stated within the Equipment Description section of this Contract, commencing on the effective date and ending on the contract expiration date, unless earlier terminated by the parties. Customer may terminate this Contract for any reason with 30 days written notice to GMI, upon which GMI will issue a prorated refund of any fees paid. Any issue or problem with any of equipment covered by this Service Contract that GMI has not received written notification of prior to midnight on the day of expiration will not be covered by this Service Contract.

Signed:

Jeffery A Volpp

Authorized Service
Manager Global
Medical Imaging, LLC

Date: 11/5/2020

Signed:

Curt Hagman, Chairman

Authorized Customer Representative
Chairman, Board of Supervisors
County of San Bernardino

Date: 11/17/2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____ Deputy

SAN BERNARDINO COUNTY, CA