

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
RENOVO SOLUTIONS, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Renovo Solutions, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for biomedical and equipment related services on December 12, 2018 for the term of January 1, 2019, through December 31, 2023, in an amount not to exceed \$5,500,000; and

WHEREAS, the parties amended the Agreement on July 21, 2020 to add additional biomed services and increase the maximum amount by \$500,000, to an amount not to exceed \$6,000,000; and

WHEREAS, the parties amended the Agreement on June 16, 2021, to add additional temperature monitoring services; and

WHEREAS, the parties amended the Agreement on January 27, 2027, to add a new Exhibit, Health Requirements - Employee Clearance Checklist to the Agreement; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount of the agreement by \$2,448,000 to an amount not to exceed \$8,448,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed EIGHT MILLION FOUR HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$8,448,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be sent to the appropriate party as indicated in Exhibit B and paid within 30 days of receipt of the invoice. Processing time may be delayed if invoices are not submitted appropriately.

2. Revised Exhibit A (rev. 5/17/21) and Revised Exhibit B (rev. 5/17/21) are hereby replaced with Revised Exhibit A, (rev. 3/30/23) and Revised Exhibit B, (rev. 3/30/23) respectively, copies of which are attached hereto and incorporated into the Agreement by this reference.

3. All other terms and conditions of the agreement, as previously amended, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Renovo Solutions, LLC

Sandy O. Morford 5-16-2023 SANDY D. MORFORD
Contractor Signature Date Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit A
(rev. 3/30/23)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Preventative Maintenance

Contractor will provide a preventive maintenance program at SMMC designed to minimize equipment failures, extend the useful life of equipment, reduce cost, and ensure fully operational and functionally safe equipment. The program will include a Preventative Maintenance (PM) schedule for each individual piece of equipment in Attachment A to this Agreement. PM performed by the Contractor must ensure compliance with all regulatory agency requirements, recommended standards and manufacturer's specifications. The program will allow for periodic maintenance after normal business hours when requested based on operational needs such as case scheduling or patient census.

Equipment Procurement and Replacement

Contractor will provide consultation services and purchasing support for equipment procurement decisions in alignment with County processes. Services shall include comprehensive inventory analysis, including age of equipment, end of life status, time to repair information, and a comparison for San Mateo Medical Center (SMMC) peers. Contractor is expected to furnish equipment repair histories to support asset replacement decisions along with warranty recommendations.

Contractor will provide a comprehensive equipment replacement plan to each department manager upon request and make recommendations for replacement based on maintenance support history, age, annual cost to repair, and other relevant matters.

Contractor will be responsible for performing all necessary check-in processes for new equipment at all locations, including conducting inspections to ensure safety and proper functioning; adding new equipment to the electronic inventory management system; establishing a PM schedule; arranging for in-service staff education; and communicating to the relevant department, and SMMC receiving and accounting departments, that the equipment is on location and fully operational.

Replacement Parts

At the Contractor's expense, the Contractor will provide an onsite spare parts inventory consisting of commonly needed replacement parts. Contractor will also provide a parts replacement program describing Contractor's ability to obtain all necessary original equipment manufacturer (OEM) parts, including high-tech and high-cost parts, in a timely manner. County shall have the right to select OEM parts for any equipment County prefers and Contractor shall make arrangements to bring in such OEM parts upon request.

Personnel

Contractor shall maintain minimum staffing levels at all times: one biomedical engineering manager, two biomedical engineering technicians, and one biomedical engineering imaging specialist. Contractor will provide and manage at least 2 biomedical personnel on site during normal working hours, Monday through Friday, 7 am to 5 pm, and on call 24 hours per day, 7 days per week. Contractor shall provide for back-up coverage for sick or vacationing personnel as well as additional support if needed. Onsite personnel must include designated personnel responsible for managing the web-based tracking and management system.

Contractor will ensure that all technical staff receives relevant technical training including on-going certification, education, and training to maintain all regulatory agency requirements. Contractor will be responsible for training its personnel on all existing and new equipment added to SMMC, including attending manufacturer's in-service training sessions on new equipment if applicable.

SMMC shall be included in the screening and acceptance for all individuals placed at SMMC's location(s) by Contractor.

Advisory Program

Contractor will provide an advisory program to enable the improvement of overall efficiency of biomedical and imaging asset management, including equipment acquisition, maintenance, distribution, utilization, sterilization, and storage.

Quality Assurance and Survey Readiness

Contractor will provide a Quality Assurance program that meets or exceeds all standards set forth by federal and state regulatory agencies, including Joint Commission, AOA, CAP, and OSHA.

Contractor's onsite manager will be on site during all scheduled regulatory agency inspections. The manager will be responsible for representing SMMC during all aspects of the clinical equipment portion of the inspection, providing requested reports/information and resolving any discrepancies.

Contractor shall have a formalized Joint-Commission readiness program and be able to report current status out to relevant committees/SMMC leaders. Contractor will provide policy and procedure manuals for biomedical and asset-management services that will ensure all appropriate and required records required by SMMC and all regulatory agencies are stored on site and readily available. Contractor will provide maintenance documentation required to pass Joint Commission or any state or local inspections.

Reporting Requirements and Records Management

Contractor will provide monthly, quarterly and annual service reports, specific to each piece of equipment by department/facility and each key performance indicator included in this contract. At least twice yearly, Contractor will provide an up-to-date inventory report listing the equipment covered under this Agreement. Contractor will provide an annual report listing all equipment that is recommends for replacement by SMMC in the following year. Contractor will provide monthly operational reports to each department that shall include, but not be limited to, changes in inventory, equipment damage, preventative and repairs accomplished and upcoming warranty expiration dates.

Contractor will maintain a technical library for all maintenance and operating manuals, both new and existing. Contractor will provide a primary and secondary off-site recovery back up of all maintenance records.

Inventory

Contractor will provide an up-to-date and comprehensive inventory of all clinical equipment in use by each department. The inventory list will include: equipment type, description, model and serial number; OEM; acquisition date; special service instructions; warranty information; sub-assemblies; scheduled and performed preventative maintenance; third-party repair and maintenance; and physical and financial information by SMMC cost center.

Cleaning and Disinfection

Contractor will adhere to manufacturer's recommended protocol on cleaning and disinfection of all equipment prior to returning equipment back to service. Such protocols may involve review and approval from Safety and/or Infection Control. Contractor is expected to comply with vigilance.

Items including workstations on wheels, beds, and gurneys shall undergo cleaning following each scheduled maintenance inspection.

Asset Tracking for Equipment

Contractor will organize and track all assets under services by Contractor. County will have access to such tracking mechanism monitored by Contractor. Future discussion may take place in regard to upgrading and/or changing the methods in which assets are tracked. When a method is chosen, contractor shall work with any third party necessary to implement, then track all equipment throughout the equipment's lifecycle and reflect status of items that are out of service, in storage, or awaiting disposal. Such method will be subject to County review and approval.

Equipment Repair and Associated Penalties

Contractor will provide an equipment repair program, which will return equipment to standard operational condition. The equipment repair services will be based on priority and comply with the uptime guarantees to be agreed upon by SMMC and the Contractor, Contractor will provide guaranteed response times for emergency and non-emergency repair requests. At a minimum, Contractor must respond in person or by phone to pages within 5 minutes and provide information including an appropriate physical response time, usually within 30 minutes during normal working hours Monday - Friday, 7:00am - 5:00pm.

Contractor guarantees a 97% uptime for all mission critical equipment items as measured on a monthly report that will be sent to the County. Uptime percentage for each item of equipment is calculated as follows: Total covered annual hours, minus total annual downtime hours, divided by total covered annual hours. A unit is considered hard down when it cannot produce a scan, image or film. It is also hard down when restricted to the point that it cannot be used for its intended purpose. Downtime starts at first call for covered service and ends at the production of a diagnostically acceptable scan, image or film and/or release of the unit to the customer for patient use. At the end of each Agreement year, County shall receive a reduction in each item's annual coverage amount for the following one (1) year Agreement period, equal to one percent (1%) of the annual coverage amount for that item, for each percentage point below the guaranteed uptime percentage for the current year (with a maximum discount amount of 15%).

Furthermore, all hours associated with the following activities would not be included in the Uptime calculation: scheduled maintenance hours, service hours not covered by the contract coverage, failures caused by acts of God, and replacement part shipping delays as the result of weather are beyond our control.

Wireless Temperature Monitoring

Contractor shall provide ongoing operations and support for the FusionLive Wireless Temperature Monitoring System:

- 1) Act as Hardware Support for following application
 - a) FusionLive Wireless Temperature Monitoring Platform
 - i) Intelligates
 - ii) Intellisensors
 - iii) Mesh Routers

- iv) Humidity Meters
- b) Installation of new equipment
- c) Provide device integration testing support
- d) Serve as key point of contact for all FusionLive issues
- e) Coordinate and communicate system failures with impacted parties
- f) Provide 24/7 Support for all critical alarms (hi/low/sensor disconnected)
- g) Perform semi-annual review of system performance and provide recommendations for changes/upgrades

This service will exclude:

- 1) Real-Time monitoring after hours (notification to On-Call Engineer to be delivered by SMMC PBX) Software, Hardware upgrades
- 2) On-Call Labor for After-Hours Support
- 3) Parts: Replacement Sensors, Probes, Hardware
- 4) Annual Vendor Calibration

Additional Services

Contractor will provide all services as needed on all inventory equipment including renting equipment on behalf of the County. County shall have the right to select OEM or alternative service providers for the following equipment categories: Hologic Mammography Equipment, Belimed Sterilization Equipment, Steris Sterilization Equipment, Non-radiological Dental Equipment (e.g. Yaeger Dental Supply Inc.), and any other mutually agreed upon clinical equipment, and Contractor shall make arrangements to bring in OEM or alternative service providers selected by County upon request. Contractor shall bill County for these services including rentals at cost with no mark-up.

Expenses

Contractor will be responsible for costs associated with devices required to conduct the requested services. This will include pagers, mobile phones, etc. At its expense, the Contractor will provide all program materials, test equipment, hand tools, computer software and hardware, and any additional equipment that is necessary to perform the required services.

Locations

Services will be provided at the following locations ("Clinics") where applicable. Locations may be added or eliminated by SMMC during the life of this contract. In the event that a contract amendment is required to add funds or is otherwise necessary to comport with County contracting requirements, County shall inform Contractor and a mutually agreed upon amendment shall be executed.

SMMC and Clinics

San Mateo Medical Center
 222 W. 39th Avenue
 San Mateo, CA 94403

Daly City Clinic
 380 90th Street
 Daly City, CA 94015

Daly City Youth Center
 350 90th Street.
 Daly City, CA 94015

South San Francisco Clinic
306 Spruce Avenue
South San Francisco, CA 94080

Coastside Clinic
225 South Cabrillo Hwy, Ste. 100A
Half Moon Bay, CA 94019

Fair Oaks Health Center
2710 Middlefield Rd
Redwood City, CA 94063

Sequoia Teen Wellness Center
200 James Avenue
Redwood City, CA 94062

Public Health, Policy & Planning

Public Health Laboratory
225 W 37th Ave
San Mateo, CA 94403

Youth Services and Correctional Facilities

San Mateo County Youth Services Center
222 Paul Scannell Drive
San Mateo, CA 94402

Maguire Correctional Facility
300 Bradford St
Redwood City, CA 94063

Maple Street Correctional Center
1300 Maple St
Redwood City, CA 94063

Family Health Services

San Mateo WIC Office
477 9th Ave., Suite 110
San Mateo, CA 94402

Daly City WIC Office
380 90th St
3rd floor
Daly City, CA 94015

South San Francisco WIC Office
306 Spruce Ave
South San Francisco, CA 94080

Redwood City WIC Office
2342 El Camino Real, Suite 200
Redwood City, CA 94063

East Palo Alto WIC Office
2160 Euclid Ave
East Palo Alto, CA 94303

Revised Exhibit B
(rev. 3/30/23)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Invoicing (SMMC and Clinics)

County shall pay Contractor a fee for biomedical and equipment related services as listed in Attachment A in an approximate amount up to \$108,941 per month. If services/equipment coverage is added by mutual written agreement under this Agreement, the parties will confer regarding an adjustment to the monthly payment amount to reflect the additional services/equipment added to the scope of this Agreement, provided, however, that the monthly amount shall not be increased above \$120,000 per month.

Services under this agreement for San Mateo Medical Center shall not exceed \$8,166,000, including taxes and fees, for the term of the agreement, unless agreed upon by all parties and unless this agreement is amended in writing and signed by both County and Contractor.

Contractor will submit monthly invoices electronically to the San Mateo Medical Center for services provided at the above locations. Contractor shall send monthly invoice to the following address electronically: SMMC-Accounts-Payable@smcgov.org.

Invoicing (Public Health, Policy & Planning)

County shall pay Contractor a fee for biomedical and equipment related services as listed in Attachment A in an amount of \$2,493.33 per month. If services/equipment coverage is added by mutual written agreement under this Agreement, the parties will confer regarding an adjustment to the monthly payment amount to reflect the additional services/equipment added to the scope of this Agreement, provided, however, that the monthly amount shall not be increased above \$3,000 per month.

Services under this agreement for Public Health Policy and Planning shall not exceed \$180,000 including taxes and fees, for the term of the agreement, unless agreed upon by all parties and unless this agreement is amended in writing and signed by both County and Contractor.

Contractor will submit monthly invoices addressed to the following location for services provided at the above location as follow:

Public Health Laboratory
Attn: Morris Jones
225 W 37th Ave, Room 120
San Mateo, CA 94403

Invoicing (Youth Services and Correctional Facilities)

County shall pay Contractor a fee for biomedical and equipment related services as listed in Attachment A in an amount of \$1,333 per month. If services/equipment coverage is added by mutual written agreement under this Agreement, the parties will confer regarding an adjustment to the monthly payment amount to reflect the additional services/equipment added to the scope of this Agreement, provided, however, that the monthly amount shall not be increased above may increase to up to \$1,660 per month.

Services under this agreement for Youth Services and Correctional Facilities shall not exceed \$100,000 including taxes and fees, for the term of the agreement, unless agreed upon by all parties and unless this agreement is amended in writing and signed by both County and Contractor.

Contractor will submit monthly invoices addressed to the appropriate facility name for services provided at the above locations as follows:

San Mateo County Youth Services Center
Attn: Rakesh Kapadia
2nd Floor Administration Department
300 Bradford St
Redwood City, CA 94063

Maguire Correctional Facility
Attn: Rakesh Kapadia
2nd Floor Administration Department
300 Bradford St
Redwood City, CA 94063

Maple Street Correctional Center
Attn: Rakesh Kapadia
2nd Floor Administration Department
300 Bradford St
Redwood City, CA 94063

Invoicing (Family Health Services)

County shall pay Contractor upon invoice for biomedical and equipment related services as listed in Attachment A.

Services under this agreement for Family Health Services shall not exceed \$2,000 including taxes and fees, for the term of the agreement, unless agreed upon by all parties and unless this agreement is amended in writing and signed by both County and Contractor.

Contractor will submit invoices addressed to the appropriate facility name for services provided at the above locations as follows:

Family Health Services
Attn: Ankita Tandel – Scale Calibration
2000 Alameda de las Pulgas, Suite 230
San Mateo, CA 94403