

**AMENDMENT TO COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT NO. PA 22-15**

This Amendment to Agreement No. PA 22-15 is entered into this 21st day of June, 2016, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Bio IQ, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PA 22-15 was entered into on July 1, 2015; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Bio IQ, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original Agreement No. PA 22-15, from June 30, 2016 to June 30, 2017; and

WHEREAS, is it the desire of CONTRACTOR and COUNTY to increase the total compensation of contract by \$13,452.40 for a contract total of \$58,741.40. for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, it is the desire of the CONTRACTOR and COUNTY to amend Exhibit A – Definition of Services, for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, it is the desire of the CONTRACTOR and COUNTY to amend Exhibit B – Payment Terms, to update the rates for services provided for the period of July 1, 2016 through June 30, 2017.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original Agreement No. PA 22-15 will be extended from June 30, 2016 to June 30, 2017.
2. To increase the total compensation of contract by \$13,452.40 for a contract total of \$58,741.40 for the period of July 1, 2016 through June 30, 2017.

3. To amend Exhibit A – Definition of Services, to update the Screening Event Logistics for the period of July 1, 2016 through June 30, 2017.
4. To amend Exhibit B – Payment Terms, to update the rates for services provided for the period of July 1, 2016 through June 30, 2017.

All other terms and conditions of Agreement No. PA-22-15 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Heidi M. Dunham 6/21/16
Heidi Dunham, HR Director DATE

Budgeted: Yes No

Budget Unit: PW 4025

Line Item: 862189

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____
SEE ATTACHED SIGNATURE PAGE

NAME AND ADDRESS OF CONTRACTOR:

Bio IQ _____

1222 State Street Suite 200

Santa Barbara, CA. 93101

COUNTY OF MENDOCINO

By: [Signature] JUN 21 2016
DAN GJERDE, Chair
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

By: [Signature]
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: [Signature]
ALAN D. FLORA, Risk Manager

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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SEE ATTACHED SIGNATURE PAGE

Heidi Du _____ DATE

Budgeted: Yes No

Budget Unit: PW 4025 _____

Line Item: 862189 _____

Grant: Yes No

Grant No.: _____

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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By: _____
Deputy

INSURANCE REVIEW:
RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

Bio IQ _____

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Santa Barbara, CA. 93101 _____

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APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____

EXHIBIT A- DEFINITION OF SERVICES

BIOMETRIC SCREENING PROGRAM

ARTICLE 1 PROGRAM DESCRIPTION

1.01 Biometric Screening Program This Program provides biometric screenings as defined in Article 2 section 2.01.

1.02 Screening Event Logistics

1. Total number of locations: Estimated at 7
2. Total number of Screening Events: Estimated at 14
3. Total number of Eligible Members: 1600+/-
4. Number of Expected Participants: 688 approximately
5. Method of Testing:
 Onsite: Finger-stick
 Physician-Reported Forms: Yes

ARTICLE 2 DEFINITIONS

2.01 "Biometric Screening Services" shall mean the following: Finger-stick blood tests that include, but are not limited to, a blood sugar measurement and a lipid panel. In addition, screenings include, but are not limited to, blood pressure and body composition consisting of weight and height measurements and Body Mass Index (BMI) calculation. The list of actual services for a Biometric Screening shall be included in **Exhibit B, Payment Terms**. Participants are provided with a written record of their findings. COUNTY will receive an aggregate report of the outcome of the biometric screening.

2.02 "Expected Participants" shall mean the number of eligible participants that are expected to participate at the time the screening event is finalized (including scheduled eligible participant and expected walk-in eligible participants).

2.03 "Participant" shall mean an eligible participant who receives a biometric screening.

2.04 "Screening Event" shall mean each provision of biometric screening services at a particular venue on a given date.

ARTICLE 3 GENERAL DUTIES OF CONTRACTOR

3.01 Provide a single gateway to all requested screening options.

- 3.02** Tracking and invoicing of all orders shall be accounted for in a separate billing invoice monthly.
- 3.03** Provide phone, email and live web support during normal business hours, defined as 6:00am – 5:00pm PST/PDT, for:
- i. Participants having difficulty with kit instructions, damage or other issues pertaining to the screening kit and its processing;
 - ii. Participants having issues pertaining to lab visit sign-up, lab location or results reporting processing; and
 - iii. Participants having difficulty with issues pertaining to on-site screening sign-up or scheduling processes.
- 3.04** Ensure that screening event personnel meet the following criteria:
- i. Possess current state license/registration and/or certification
 - ii. Possess CPR certification
 - iii. Possess proof of pre-employment screening, including, as required by state law, a physical and TB skin test, professional references, and criminal background check(s)
- 3.05** Ensure that screening event locations have sufficient supplies to serve the expected number of participants, based on the mutually agreed upon between COUNTY and CONTRACTOR prior to the scheduled screening(s).
- 3.06** Send reminder emails to individuals who have opted-in to the screening program.
- 3.07** Make the results available online at the secure, password protected website for a minimum of one (1) year from the individual's initial registration.
- 3.08** Provide a HIPAA-compliant Aggregate Report after completion of the screening program, to be delivered within four weeks after the end of the program.
- 3.09** Provide a data integration file for integration with a third party Business Associate, as established with a Business Associate Agreement between CONTRACTOR and the third party. The third party integration file will be in the CONTRACTOR'S format, posted to their server. Most file transfers occur on a weekly basis, however program specific frequency will be determined during the implementation process.

ARTICLE 4 PRE-EVENT DUTIES OF CONTRACTOR

4.01 Coordination and Management Prior to Screening Event

- i) During the pre-event planning phase, CONTRACTOR will facilitate planning and update planning conference calls as needed with CONTRACTOR and COUNTY.

- ii) Coordinate dates for the screenings with COUNTY, develop a project plan, and will collaborate with COUNTY regarding communication strategy, and coordination of delivery of authorization forms and other supplies to COUNTY.
- iii) CONTRACTOR provides an online scheduling system for participants with access to the internet. In addition, COUNTY will have "back-end" administrator access to our online scheduling system allowing COUNTY to add or drop appointments, run reports on current schedules and make modifications to planning items. When participants access the online system, they receive an immediate appointment confirmation, reinforcement and reminder messages prior to their screening appointment.
- iv) CONTRACTOR agrees to deliver on-site screening events with a minimum participation of 30 participants. CONTRACTOR can deliver on-site screenings for events with fewer than 30 participants, but will charge for a minimum of 30 screenings at the per participant cost set forth in Exhibit B.
- v) Screening event staffing commitment: At least forty-five (45) days prior to a scheduled screening event, COUNTY and CONTRACTOR will finalize a screening event staffing commitment which allows CONTRACTOR to schedule staffing for the screening event based upon the number of expected participants and length of screening event. Thirty (30) days before each scheduled screening event, CONTRACTOR reviews the number of employees signed up to date and projected event participants, and adjusts its scheduled event staffing up or down. CONTRACTOR has the ability to make final adjustments to the staffing level before the event.
- vi) Both parties acknowledge and agree that travel fees are included in the pricing to those non-remote locations. Any additional travel fees that may be incurred due to remote locations must be pre-approved by COUNTY in writing prior to the event.
- vii) Screening Events are based upon a minimum of four (4) hours. Additional fees will apply for all Screening Events less than minimum hours (Short Clinic). Any additional Short Clinic fees that may be incurred due to Screening Events less than four (4) hours must be pre-approved by COUNTY in writing.
- viii) In the event that COUNTY cancels any screening event(s) within thirty (30) days of the scheduled screening event date, COUNTY shall be obligated to reimburse CONTRACTOR for that number of screenings as shall be equal to 50% of the screenings that would have been administered if the screening event had been conducted for the projected number of recipients (the "projected screenings"). Such reimbursement shall be calculated as follows:

Projected screenings X 50% X screening rate

- ix) Short notice cancellation (On-site screenings). In the event that COUNTY cancels any screening event(s) within seventy-two (72) hours of the scheduled screening event date, COUNTY shall be obligated to reimburse CONTRACTOR for that number of screenings as shall be equal to 100% of the screenings that would have been administered if the screening event had been conducted for the projected number of recipients (the “projected screenings”). Such reimbursement shall be calculated as follows:

Projected screenings X 100% X screening rate

- x) Change orders. Changes to events may incur a fee, depending upon the extent of notice provided, as follows:

Change Order	Days Prior to Event			
	30+	22-29	15-21	0-14
Date Change	No fee	No fee	\$350 per event	No changes possible
Change to Screening Hours (no date change)	No fee	No fee	\$250 per event	No changes possible
Add or Drop Nurse(s)	No fee	No fee	\$350 per event	No changes possible

- xi) CONTRACTOR agrees to deliver on-site screening events with a minimum participation of thirty (30). COUNTY agrees to terms of the minimum of thirty (30) participants per location or 80% of expected participation, whichever is greater. Expected participation to be mutually agreed to and confirmed at least fourteen (14) business days before scheduled screening event.
- xii) Participants who appear the day of the screening event without an appointment will be accommodated by CONTRACTOR with an available time slot if time permits. CONTRACTOR will be prepared to accommodate a walk in rate of an additional 10% of the screening events scheduled participation. COUNTY agrees to pay the standard screening rate for any walk in participants based on actual participants who walk in.
- xiii) Walk in structure will be set up and agreed to during the implementation process. CONTRACTOR recommends not allowing walk-ins at events to ensure proper wait times and data transfers with appropriate unique identifiers. If walk-ins are required by the client, a specific protocol will be established so as not to impact the wait time of scheduled participants. CONTRACTOR may not be able to send walk-in data matched with a unique ID to the relevant 3rd parties.

4.02 Biometric Screening Services Locations CONTRACTOR shall arrange for Biometric Screening Services for Participants at COUNTY's worksite(s) or at other location(s) designated by COUNTY.

ARTICLE 5 CONTRACTOR DUTIES FOR ON-SITE SCREENINGS AT COUNTY WORKSITES

5.01 Finger Stick Blood Test The "finger stick" method shall be used to draw blood for a fasting Glucose measurement and a Lipid Profile which shall measure:

- i. Total Cholesterol
- ii. High Density Lipoprotein ("HDL")
- iii. Low Density Lipoprotein ("LDL")
- iv. Triglycerides, and
- v. Coronary Risk Ratio

5.02 Biometric Measurements In addition, the following measurements of each Participant shall be taken:

- i. Blood pressure
- ii. Weight
- iii. Height and
- iv. Waist circumference. Participant's Body Mass Index ("BMI") shall be determined by reference to a BMI chart

5.03 Screening Results CONTRACTOR will provide on-site health screening participants with a copy of their results. This form provides them the results of their health screenings along with some information that explains each area measured in an easy-to-understand handout. CONTRACTOR will also provide a review of their results at the conclusion of each individual screening. The CONTRACTOR shall refer Participants to their medical physician or other appropriate health care professional if Participants have additional questions or concerns. In addition, the CONTRACTOR may provide additional materials to Participants, as specified and provided by CONTRACTOR. Screening results shall be posted to the CONTRACTORS Website within thirty (30) days from the Screening Event

5.04 Flu Shot Services COUNTY will send an introductory e-mail advising eligible employees that they may participate in the Services by registering on the CONTRACTORS secure website. Once the Participant registers and creates his/her account on the CONTRACTORS site, they may schedule an appointment for a flu-shot event ("Flu Shot Event"). 1 week prior and 24 hours prior to the event CONTRACTOR will send the Participant a reminder communication via email. The Participant may attend the Flu Shot Event at their scheduled time. CONTRACTOR subcontracted agents will conduct the relevant services.

5.05 Participant Support and Satisfaction Screening participants can call CONTRACTOR's customer service support line between the hours of 6 am to 5

pm PST/PDT for assistance with any biometric screening issue or concern. At the end of every onsite Screening Event, CONTRACTOR will allow participants to fill out a short, online satisfaction survey form. CONTRACTOR then reports aggregate participant satisfaction results to COUNTY after processing within thirty (30) days from the Screening Event.

5.06 Action for Critical and Significantly Out-of-Normal Range Values For onsite Screening Events. CONTRACTOR shall follow the below guidelines in the event of a possible medical emergency or in the event of a participant who has critical and significantly out-of-normal range laboratory results.

Blood Pressure:

Urgent	180/110 – 199/119	Obtain medical attention within 24-48 hours
Emergency	≥ 200/120	Obtain immediate medical attention

Blood Glucose:

Fasting:

Urgent	160 – 209	Consult Physician within 24 hours, Schedule appointment
Emergency	210 or higher	Consult Physician within 24 hours, seek medical attention

Non Fasting:

Urgent	200 – 259	Consult Physician within week, Schedule appointment
Emergency	> 260	Consult Physician within 24 hours, seek medical attention

5.07 Equipment CONTRACTOR will provide the appropriate number of testing equipment and supplies based on the Expected Participants. CONTRACTOR utilizes the Cholestech System and equipment is checked according to clinical procedures at three (3) different points prior to each use in addition to being calibrated and checked for accuracy prior to use before each on-site event. CONTRACTOR will arrive 30 to 60 minutes prior to the event, fully self-contained with all equipment and supplies (including extra to accommodate walk-ins or equipment malfunction) and privacy panels.

5.08 Personnel CONTRACTOR partners with Maxim Health Systems, LLC and utilizes Registered Nurses and Licensed Practical/Vocational Nurses licensed in the state in which they practice. All nurses are personally interviewed, pass a series of competency and skills assessments, clear a comprehensive series of background checks and have positive references. Once hired nurses are required to attend training classes and pass a written exam prior to assignment to any on-site clinic. In addition, all clinical staff members are trained in federal, State and local regulations pertaining to the delivery of biometric screening and

immunization services. A standardized training manual with sections on each state's specific requirements is reviewed with all nurses prior to assignment.

5.09 Physician Results Form Participants not able to participate in the onsite health screenings have the option of completing their screening with their physician using "Physician Results" form provided by the CONTRACTOR. Once the Participant registers and creates his/her account on the CONTRACTORS site, they may print a Physician Results Form to be completed by their physician. Upon completion in its entirety, the Physician Results Form can be faxed to CONTRACTOR, and results will be uploaded to the participant online account. CONTRACTOR will send an email to the participant notifying him or her that test results are available at a secure, password-protected website. The notification email will include a hyperlink to the website. Physician Results Form services may also be requested by phone for an additional fee.

5.10 HIPAA Compliance In instances where one party receives Protected Health Information ("PHI") in connection with services provided under this Agreement, the receiving party agrees that it shall:

- i. Comply with the applicable provisions of the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended ("HIPAA"), and the requirements of any regulations promulgated there under;
- ii. Not use or further disclose any PHI concerning a Participant, other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. The receiving party shall implement and adhere to appropriate safeguards to prevent the use or disclosure of a Participant's PHI other than as provided for by this Agreement;
- iii. Promptly report to the other party any violations, use and/or disclosure of a Participant's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure; and
- iv. Comply with the privacy, security and electronic transaction requirements defined in the HIPAA regulations.

5.11 Breach of Confidentiality In the event that either party is in material breach of any provision(s) of this Article, it shall immediately advise the other party and take commercially reasonable steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage. As applicable by law, legal remedies, such

- 6.02 COUNTY is responsible for all customer support issues that do not relate to the screening services or CONTRACTOR account access.
- 6.03 COUNTY shall approve all email correspondence to be sent by CONTRACTOR on behalf of COUNTY to its eligible employees (and their dependents, if applicable).
- 6.04 COUNTY shall cooperate with any and all on-site screening requirements and necessary protocols for successful program implementation, including submitting the CONTRACTOR event request form 45 days in advance of the first on-site event.
- 6.05 COUNTY staff members involved in the screening program will be required to participate in CONTRACTORS implementation calls and training.

ARTICLE 7 PRE-EVENT DUTIES OF COUNTY

- 7.01 **Screening Scheduling** COUNTY will provide advance notice of the screening site, preferred dates and expected participants and will coordinate with CONTRACTOR to finalize details of screening events. The mutual agreement of the parties will determine dates and times. COUNTY shall cooperate with any and all on-site screening requirements and necessary protocols for a successful program implementation, including submitting the CONTRACTOR'S event request form at least 45- 60 days in advance of the first on-site event.
- 7.02 **Appointment Scheduling** COUNTY shall instruct participants on the method of scheduling a screening appointment in accordance with scheduling options provided by CONTRACTOR.
- 7.03 **Screening Site and Space** COUNTY shall provide a location for each screening event and available space for CONTRACTOR to perform the biometric screening services. The space provided shall be reasonably sufficient to accommodate the number of participants to be screened and the equipment as needed to perform the biometric screening services, and shall afford participants with adequate privacy during the screening process. COUNTY shall provide a sufficient amount of tables, chairs, rooms, and power outlets to accommodate the requested number of stations as well as electricity to power the equipment.
- 7.04 **Promotion of Screening Events** COUNTY shall be responsible for promotion of screening events to participants using communication materials made available by CONTRACTOR.

ARTICLE 8 COUNTY DUTIES FOR ON-SITE SCREENINGS AT COUNTY WORKSITES

- 8.01 **Contact Person** COUNTY's contact person(s) shall meet the CONTRACTOR at the screening site(s) 30-60 minutes prior to the screening start time and shall be responsible for remaining onsite throughout the duration of the Screening Event

(or designating an appropriate replacement if they are unable to do so). COUNTY's contact person may also be responsible for:

- i. assisting with or arranging for assistance from other COUNTY employees to work the sign-in table, pass out flyers, and be available for questions from participants, and
- ii. as designated by COUNTY.

8.02 HIPAA Compliance COUNTY agrees to comply with all HIPAA Regulations at all times including the screening events and all handling of data. COUNTY agrees to utilize Business Associate Agreements with all third party vendors.

8.03 Use of Data by COUNTY With respect to the transmission by CONTRACTOR of individual participant biometric data ("Data") to COUNTY, or third parties upon COUNTY's direction, COUNTY represents and warrants that it shall:

- i) Maintain the confidentiality of the data in compliance with the requirements of HIPAA.
- ii) Provide participants with the appropriate notice or privacy policy statement required under federal or state law (the "Statement") regarding such a disclosure.
- iii) Ensure that the disclosure of the data is consistent with the statement.
- iv) Limit access to the data, in compliance with HIPAA, to only those individuals who require access to the data.
- v) Ensure that the data received by COUNTY, or by any third party as requested by COUNTY, will solely be used for disease management or wellness services or as otherwise agreed between CONTRACTOR and COUNTY.
- vi) Ensure that any third party receiving the Data is a HIPAA compliant "Business Associate" of COUNTY, and the terms of the agreement between COUNTY and any such third party restricts the use of the data for any purposes other than to provide disease management or wellness provider services.
- vii) Prohibit usage of the data received by COUNTY or any third party for healthcare treatment purposes, as the data provided is not in the form of a regulatory mandated laboratory report.
- viii) Prohibit usage of the data by COUNTY, or any third party receiving the data, in a way that places CONTRACTOR at a commercial disadvantage, such as by providing the data to CONTRACTOR's competitors or by using the data to populate a physician desktop management system.

EXHIBIT B

PAYMENT TERMS

<u>Onsite Health Screening Services</u>	
Lipid panel and glucose test with results review (Total/HDL/Ratio/LDL cholesterol, triglycerides, glucose, blood pressure reading, height, weight, body mass index (BMI), waist circumference). Fasting required for accurate results.	\$49.95 per participant X 688 participants = \$34,365.60
Travel for onsite health screenings – Both parties acknowledge and agree that travel fees (from Santa Rosa/Round Trip) are included in the pricing which excludes Ukiah, Fort Bragg and Willits locations. Any additional travel fees that may be incurred due to remote locations (not listed) must be pre-approved by COUNTY in writing prior to the event. Travel fee costs have been confirmed and onsite screening bundle option has confirmed by COUNTY and CONTRACTOR.	for term of contract = \$6,793.00
On-site flu shot services *Minimum 20 participants per location or 80% of expected participation, whichever is greater.	\$30.95 per participant x 300 estimated participation = \$9,285.00
Additional Health Screening Program Elements	
Implementation	included
Data integration – includes monthly data file transfer to designated third parties with signed BAA and appropriate consent if data file transfer is needed on a more frequent basis, additional fees apply.	Included
Event planning calls and detailed planning processes 6-8 weeks in advance of onsite events	included

Hazardous waste removal	included																								
Set-up and clean up	included																								
Health display with health improvement handouts	included																								
Privacy screens and all other equipment needed to conduct onsite health screenings	included																								
State and Local CLIA-waived compliance testing, state and local permit fees	included																								
Training screening staff to amplify any of County of Mendocino's existing wellness and benefit programs. We can also include any handouts that County of Mendocino may want to provide onsite screening participants	included																								
Account management	included																								
Aggregate client reports, participant and client point of contact satisfaction surveys	included																								
Delivery of onsite health screenings on weekends or non-business hours* *before 7 am and after 7 pm	\$250.00 additional fee per event, if applicable																								
Short clinic fees- additional fee per event charged for screening events that are scheduled for less than four (4) hours	12 events = total fee \$5,643.00																								
Change orders for scheduled events	Refer to chart																								
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Short notice cancellation policy for scheduled events- Any canceled screening event(s) within seventy-two (72) hours of the scheduled event date, COUNTY shall be obligated to reimburse CONTRACTOR for that number of screenings equal to 100% of the screenings that would have been administered for the projected number of recipients	Projected screenings X 100% X screening rate
Local pharmacy lab (example: Safeway). Biometric Screening services include Lipid panel and glucose test with results review (Total/HDL/Ratio/LDL cholesterol, triglycerides, glucose, BP, height, weight, body mass index (BMI)).	\$75.49 per participant estimated at 20 each= \$1,509.80
Physician Results Form	\$10.00 per participant estimated at 15 each= \$150.00
Physician Results Form telephonic request services (additional)	\$5.50 per participant
Front end eligibility file upload	\$995.00 one-time fee \$995.00
Total fees	\$58,741.40

1. **Pricing.** Pricing includes the online sign-up, ordering, and participant results reporting process. There will be additional fees for phone ordering and paper reporting and COUNTY will not be utilizing those services.
2. **Fees and Payment.** COUNTY will pay CONTRACTOR the fees listed in Exhibit B.
 - a. **Orders.** For each order, CONTRACTOR shall invoice COUNTY monthly based upon services performed in the previous thirty (30) day period.
 - b. **Payment of invoices.** COUNTY shall pay CONTRACTOR within thirty (30) days of its receipt of the invoice.
 - c. **Late Payment.** Payments not received within thirty (30) days from the applicable date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
 - d. **Damaged or Defective Screening Kits.** In the event that a screening kit is damaged or defective, CONTRACTOR shall, at no cost to COUNTY, promptly provide a replacement screening kit.

e. Inconclusive Lab Results. In the event that a sample is returned to the lab in a condition that cannot render a complete lab result, CONTRACTOR shall not be liable.

3. Product Warranty and Product Availability.

a. Product Warranty. Any warranty for CONTRACTOR'S services and Kits, collectively the "Products", will run directly from CONTRACTOR to the Participant.

b. In no event shall COUNTY make any representation, guarantee or warranty concerning the Products except as expressly authorized in writing by CONTRACTOR.

c. CONTRACTOR MAKES NO WARRANTIES TO COUNTY, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, AND CONTRACTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Term. The term of this Program is one (1) year commencing July 1, 2016 and ending June 30, 2017.

5. Termination. Either party may terminate this agreement with or without cause upon 30 days written notice to the other party. Upon termination, either party shall return or destroy any information deemed confidential pertaining to this Program.

[END OF PAYMENT TERMS

