

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

Table with 3 columns: AGREEMENT NUMBER (19-11095), AMENDMENT NUMBER (A02), Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health (the State)

CONTRACTOR NAME

Logistics Health, Inc. (the Contractor)

2. The term of this Agreement is:

START DATE

April 21, 2020

THROUGH END DATE

September 30, 2020

3. The maximum amount of this Agreement after this Amendment is:

\$177,000,000.00 (not to exceed)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to extend the term of the Agreement through September 30, 2020, and to increase the maximum amount of this Agreement by \$77,000,000.00, to not exceed a total of \$177,000,000.00. In addition, the Exhibit A Statement of Work is hereby amended as enclosed herein.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Logistics Health, Inc.

CONTRACTOR BUSINESS ADDRESS

328 Front St. S

CITY

La Crosse

STATE

WI

ZIP

54601

PRINTED NAME OF PERSON SIGNING

Anne Finch

TITLE

CEO

CONTRACTOR AUTHORIZED SIGNATURE

[Handwritten Signature]

DATE SIGNED

8/3/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A  
STATEMENT OF WORK**

This Agreement is for specimen collection and testing services for COVID-19 Response Efforts, pursuant to the Governor’s Emergency Declaration. This Agreement is entered into by and between the California Department of Public Health (the “State”), on the one hand, and on the other hand, Logistics Health, Inc. (“Contractor” or “OSHS”).

**1. AGREEMENT TERM**

- A. The term of the Agreement shall be from the date of contract execution to the end date as specifically noted on the attached STD 213A Standard Agreement (the “Effective Date”). The State reserves the right to extend this Agreement until thirty (30) days after the lifting of the declaration of the COVID-19 state of emergency.
- B. In addition to any other provision of this Agreement, the State may terminate this Agreement or cancel a portion of the service for any reason with fifteen (15) days written notice.

**2. PROJECT REPRESENTATIVES**

- A. The Project Representatives during the term of this Agreement will be:

<p><b>The State</b> Attention: Ngoc Ly Le CDPH Testing Task Force Project Manager California Department of Public Health</p> <p>Telephone: (916) 445-9692 Email: ngoc.le@cdph.ca.gov</p>	<p><b>OSHS</b> Attention: Sarah Wabaunsee Director, Program Management Logistics Health, Inc. 328 Front Street South La Crosse, WI 54601</p> <p>Telephone: (866) 284-8788 Ext. 51116 Email: swabaunsee@logisticshealth.com</p>
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B. Direct all inquiries to and notices to:

<p><b>The State</b> Attention: Ngoc Ly Le CDPH Testing Task Force Project Manager California Department of Public Health</p> <p>Telephone: (916) 445-9692 Email: ngoc.le@cdph.ca.gov</p>	<p><b>OSHS</b> Attention: Sarah Wabaunsee Director, Program Management Logistics Health, Inc. 328 Front Street South La Crosse, WI 54601</p> <p>Telephone: (866) 284-8788 Ext. 51116 Email: swabaunsee@logisticshealth.com</p>
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C. Either Project Representative may make changes to the contact information in Sections A or B above by giving written notice to the other party without amendment to the Agreement.

**3. SCOPE**

1. Contractor shall provide all labor, tools, materials, equipment, and travel expenses to perform specimen collection and testing services in accordance with the terms and conditions of this Agreement. Additional information regarding Contractor is contained in Exhibit A, Attachment 1. The State will opt for the complete delivery model as set forth in section 2.0 of Exhibit A, Attachment 1. In the event of a discrepancy, ambiguity and/or inconsistency between Exhibit A, Attachment 1 and the articles, attachments, or provisions which constitute this Agreement, the State's terms and conditions shall take precedence.
2. Contractor shall perform services at the rates identified in Exhibit B.

**4. CONTRACTOR INTELLECTUAL PROPERTY**

Contractor retains all right, title and interest in and to its proprietary client portal, LHI.Care, the MedNet technology platform, all related data and documentation, all other proprietary processes, procedures and tools used by Contractor to perform the services under this Agreement, and all intellectual property rights therein, including but not limited to all modifications, enhancements, improvements and derivative works thereto (collectively, the "OSHS IP"). No title to or ownership of the OSHS IP are transferred to the State in connection with this Agreement.

**5. CONTRACT MANAGEMENT**

The Contractor shall provide the State the name, address, telephone number and e-mail address of its Contract Manager directly responsible for managing this Agreement. Should the Contractor's Contract Manager change or any of its contact information change, the Contractor shall provide the State Contract Administrator updated information no later than 24 hours after the date of such change. The Contractor is responsible for notifying the State in writing of any changes to a contact person, address, telephone numbers, or any other information deemed important to the functionality of the Agreement.