

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 03 PAGES

AGREEMENT NUMBER

20-10982

AMENDMENT NUMBER

A01

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

CONTRACTOR NAME

Primary Diagnostics, Inc.

2. The term of this Agreement is:

START DATE

3/23/2021

THROUGH END DATE

9/30/2021

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

\$7,000,000.00

Seven Million Dollars and Zero Cents

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:

I. The purpose of this amendment is to:

1. Replace Exhibit A Page 2 with the attached revised Exhibit A Page 2 ( 1 Page)
2. Incorporate the additional Scope of Work Exhibit A Attachment 2, into the original agreement (2 Pages)
3. Add \$1,000,000.00 to the agreement amount making new agreement total \$7,000,000.00

II. Exhibit B Section 1 Paragraph E is hereby revised to read as follows:

"The amounts payable under this agreement shall not exceed: \$7,000,000.00"

*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.)

Primary Diagnostics, Inc.

CONTRACTOR BUSINESS ADDRESS

595 Pacific Ave Floor 4

CITY

San Francisco

STATE

CA

ZIP

94133

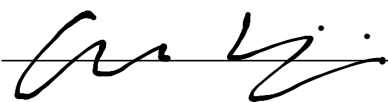
PRINTED NAME OF PERSON SIGNING

Andrew Kobylinski

TITLE

CEO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

7/12/2021

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AGREEMENT NUMBER 20-10982	AMENDMENT NUMBER A01	Purchasing Authority Number
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME California Department of Public Health				
CONTRACTING AGENCY ADDRESS 1615 Capitol Ave		CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Tim Bow		TITLE Procurement Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) Executive Order N-25-20-COVID19		

# Signature Certificate

Document Ref.: MNDQA-HVNBO-GR2JC-4GMYE

Document signed by:

	<p><b>Andrew Kobylinski</b> Verified E-mail: andrew@primary.health</p> <p>IP: 108.202.240.56      Date: 12 Jul 2021 20:59:45 UTC</p>	 
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Document completed by all parties on:  
12 Jul 2021 20:59:45 UTC

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Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



**Exhibit A**  
**Scope of Work**

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Primary Diagnostics, Inc. Attention: Accounts Payable 595 Pacific Ave, Floor 4  San Francisco, CA 94133 1-855-970-0077  ap@primary.health

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**5. Services to be Performed**

Contractor to perform services relating to Antigen testing as outline in Attachment 1 of this Exhibit.

**6. Misc.**

1. Contractor shall store laboratory and medical records data according to CDPH Laboratory Director's specifications / requirements. Upon expiration or termination of the contract, contractor shall return any and all related data to CDPH pursuant to CDPH Laboratory Director instructions

2. Contractor shall provide the Software platform's administrative security rights as requested by CDPH.

3. Contractor shall coordinate Incentive Program outline in Amendment 01 with the State's Incentive Program Administrator Heluna Health



## Primary.Health and California Department of Public Health Contract Amendment Proposal

The California Department of Public Health (CDPH) and Primary. Health partnered to launch the CDPH Rapid Antigen testing program and have been working since April 12, 2021 with test administration, data reporting and ongoing technical support. In addition to this program, CDPH is requesting to add additional services to their current contract. The additional programs are directly related to the current contract and further support CDPH's goal of increasing testing to quickly identify individuals with COVID-19. Additional overview of the programs, associated deliverables and fees are outlined below.

### **Over the Counter (OTC) Binax - Test At Home Program**

Using Primary.Health software, CDPH will allow organizations to offer additional testing options for rapid detection of the COVID-19 virus. In addition to antigen and molecular testing on site, this additional testing option would allow participants to test at home using the Binax OTC test and report their results through Primary.Health's platform. This will ensure that CDPH and local health departments are apprised of the health and safety of its community who prefer to test themselves in an alternative setting. This will also ensure testing is still recommended and accessible regardless of location and provided in an equitable fashion.

<b>Deliverable / Services</b>	<b>Rate</b>
Initial Build of Test at Home Program Workflow	\$25,000
Additional Maintenance / Development (outside of scope)	No additional cost. Included in monthly platform fee.

### **Testing Incentives Program**

Primary.Health will facilitate and oversee the Testing Incentives Program which is a program designed to incentivize individuals who meet the required testing thresholds as established by CDPH. Primary.Health will use the testing data collected and serve as the liaison with CDPH and their 3rd party vendor, Tango to deliver incentives to those who are eligible. The services outlined below include time and materials allocated for the staffing required in support of these deliverables.

<b>Deliverable / Services</b>	<b>Rate</b>
Initial product build and configuration. Development of incentive program workflow and custom content, including the survey. Build survey tool to allow for Primary to request the following information from eligible participants: <ul style="list-style-type: none"><li>● Interest in participation</li><li>● Requested incentive:<ul style="list-style-type: none"><li>○ Physical or electronic format</li><li>○ Type of gift card</li><li>○ If physical, confirmation of shipping address</li></ul></li></ul>	\$50,000 <i>one-time fee</i>

<p><b>Staffing:</b> Development - C Suite / Product Manager</p>	
<p>Ongoing management of CDPH incentives program which includes:</p> <ul style="list-style-type: none"> <li>● Configuration and maintenance of the CDPH Testing Incentives Programs. Establish and monitor active communication with eligible participants as well as provide ongoing technical support with participants, CDPH and Tango. Assist with participant issues and data discrepancies. <b>Staffing:</b> Technical Program Manager</li> <li>● Acting as the main point of contact on Primary.Health data. Export data for all eligible participants, review and validate. Track and monitor non-responsive participants and conduct additional outreach via CDPH. Serve as the liaison between CDPH incentives program and Tango with regards to data sharing processes. Finalize and share the complete participant report with Tango no less than weekly. <b>Staffing:</b> Data Analyst</li> <li>● Dedicated Customer Support Call Center to assist with participant inquiries. <b>Staffing:</b> Call Center Support</li> <li>● Materials in relation to work completed in accordance with these deliverables as requested and approved by CDPH.</li> </ul>	<p>\$2,500 per month</p>