

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

**Contract Number**

21-765 A-1

**SAP Number**

## Department of Public Health

**Department Contract Representative**  
**Telephone Number**

Michael Shin, HS Contracts  
 (909) 386-8146

**Contractor**  
**Contractor Representative**  
**Telephone Number**  
**Contract Term**  
**Original Contract Amount**  
**Amendment Amount**  
**Total Contract Amount**  
**Cost Center**

EqualTox, LLC  
 Dr. Ali Kohzad  
 (714) 598-7467  
 Upon Execution thru June 30, 2022  
 Not to Exceed \$5,000,000  
 \$0  
 Not to Exceed \$5,000,000  
 9300002759

**IT IS HEREBY AGREED AS FOLLOWS:**

### **AMENDMENT NO. 1:**

It is hereby agreed to amend Contract No. 21-765, effective upon execution, as follows:

### **SECTION I. CONTRACTOR RESPONSIBILITIES**

**Add Paragraphs M through O to read as follows:**

- M. Provide all test results [BionaxNow Rapid Antigen Test, Real-Time PCR Test, and/or other alternative authorized Federal Drug Administration (FDA) Emergency Use Authorization (EUA) antigen diagnostic tests for SARS-CoV-2] directly to the Testee via secured online portal, email, or both.
- N. Reimburse the County in full, all costs associated with Department of Justice (DOJ) background check clearance for all EqualTox employees conducted by the County.
- O. Utilize alternative authorized FDA EUA antigen diagnostic tests for SARS-CoV-2 only with advanced written approval from the County prior to use.

#### **SECTION IV. FISCAL PROVISIONS**

##### **Amend Paragraph A to read as follows:**

- A. The maximum amount of reimbursement under this Contract shall not exceed a total of \$5,000,000, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred, per the pricing indicated below, including travel and per diem, not to exceed a total of \$5,000,000.
- \$21,250.00 per week Base Salary Payroll for all EqualTox Testing Staff for all County Testing Sites. The County will notify the vendor in writing if additional testing sites are needed, and the vendor will submit adjusted Base Salary Payroll proposal to the County for approval.
  - \$17.50 per SARS-CoV-2 BinaxNow Rapid Antigen Test collection kit and processing (if purchased through EqualTox). The minimum number of tests the County will reimburse Contractor for will be equal to the number of tests documented in the weekly County manifest report.
  - \$10.00 per SARS-CoV-2 BinaxNow Rapid Antigen Test collection kit and processing (if test kit is supplied by the County) or other antigen diagnostic test approved by Public Health.
  - \$90.00 per test for positive individuals to be tested with SARS-CoV-2 (COVID-19 NAAT) RNA RT-PCR test (via nasopharyngeal or saliva).
  - Administration fee of \$150.00 per location per day.

#### **SECTION VII. TERM**

##### **Amend Section VII. Term to read as follows:**

This Contract amendment is effective upon execution by both parties through the expiration date of June 30, 2022, but may be terminated earlier in accordance with provisions of Section VIII of the Contract. The Contract term may be extended beyond the expiration date not to exceed a total of one (1) additional year, by mutual agreement of the parties.

IN WITNESS WHEREOF, the San Bernardino County and Contractor have each caused this Contract to be subscribed by its respective duty authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►   
Leonard X. Hernandez, Chief Executive Officer

Dated: 11/2/2021

EQUALTOX, LLC

(Print or type name of corporation, company, contractor, etc.)

By ►   
Ali Kohzad, PharmD  
0E8E380EBC3E4BE  
(Authorized signature - sign in blue ink)

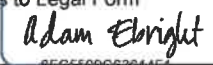
Name Ali Kohzad, PharmD.  
(Print or type name of person signing contract)

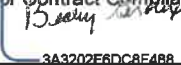
Title Chief Operating Officer  
(Print or Type)

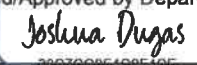
Dated: November 1, 2021

Address 1562 Parkway Loop, Suite B  
Tustin, CA 92780

**FOR COUNTY USE ONLY**

Approved as to Legal Form:  
►   
Adam Ebright, Deputy County Counsel  
8F6C699C63814F...  
Date November 1, 2021

Reviewed for Contract Compliance:  
►   
Becky Giroux, HS Contracts Manager  
3A3202F6DC8E488  
Date November 1, 2021

Reviewed/Approved by Department:  
►   
Joshua Dugas, Director  
3887888F489F40E...  
Date November 1, 2021