

AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 170580B

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 170580B is made and entered into as of this 1st day of July, 2022 by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and B.I.O. Biometric Innovative Options Consultants, LLC, a California limited liability company, whose mailing address is 1375 Grand Avenue, Suite #201 Piedmont, CA 94610, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, the COUNTY, through the Napa County Sheriff’s Office, entered into Agreement No. 170580D (“Agreement”) on October 4, 2016 with CONTRACTOR for specialized services, as authorized by Government Code section 31000, to provide training and conditioning of officers with the Napa County Sheriff’s Office related to their SWAT duties; and

WHEREAS, the parties amended the Agreement on July 18, 2018 and June 18, 2019, to extend the term, revise the scope of services and compensations provisions; and

WHEREAS, the parties now wish to amend the Agreement to extend the term, revise the scope of services and compensation provisions.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below.

TERMS

1. Paragraph 1 of the Agreement is amended to read in full as follows:

1. Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.”

2. Paragraph 2 of the Agreement is amended to read in full as follows:

2. Scope of Services. Commencing with the effective date of this Third Amendment, CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-3,” attached hereto and incorporated by reference herein.

3. Paragraph 3 of the Agreement is amended to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR’S fulfillment of the promised work and commencing with the effective date of the Third Amendment, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit “B-3,” attached hereto and incorporated by reference herein.

4. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto executed this Third Amendment to the Agreement as of the date first above written.

B.I.O. Biometric Innovative Consultants, LLC

By  _____
ADA JAUREGUI, Founder & CEO

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
RYAN GREGORY, Chair of the Board of Supervisors

“COUNTY”

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| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u> Deputy County Counsel</p> <p>Date: <u>June 10, 2022</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
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EXHIBIT "A-3"

SCOPE OF SERVICES

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Implement a wellness program to improve the level of health and fitness of participants and reduce the risk of musculoskeletal injuries. Each participant will be assessed through a series of movement quality and fitness tests and prescribed an individualized exercise program to address his or her risk factors and fitness needs. Throughout the program, participants will be reassessed and results tracked to monitor improvements.

Doctors of Physical Therapy will oversee the entire process. Physical therapists, strength and conditioning coaches and nutrition coach will develop and administer individualized programs for each participant.

INJURY PREVENTION PROGRAM

- a. Participants: Two groups of up to eleven (11) participants per group are included in this statement of work.
- b. On-site Visits: A total of twelve (12) visits per group are included in this statement of work, consisting of three (3) assessment visits and up to nine (9) training visits for each group.
- c. Assessments: Assessment visits will be scheduled as follows: the beginning of the program, mid-point (approximately 9 weeks later), and end of program (approximately eighteen weeks later). Assessments will consist of the following: functional movement quality assessment; biometric assessment (for example body composition, and heart rate); fitness assessment (for example strength test, and cardiovascular recovery test). The schedule for assessments will be coordinated directly with the COUNTY representative. Participants will be provided a summary of their assessment scores.
- d. Training: For the duration of the program a strength and conditioning program will be created based on the needs of the group as identified during the assessments. Corrective exercises will be prescribed to each participant based on his or her needs as identified in the functional movement assessment. Semi-private/small group training will be conducted to review corrective exercises and provided fundamental strength and conditioning functional training advice, instruction and coaching. The schedule for training sessions will be coordinated directly with the COUNTY representative.
- e. Exercise Library: For the duration of the program, each participant will have online access to a library of exercise videos for exercises that are included in the strength and conditioning program.

- f. Strength & Conditioning Online Portal: For the duration of the program, each participant will have online access to his or her strength and conditioning program.
- g. Participant Dashboard: For the duration of the program, each participant will have online access to a dashboard to track his or her assessment results and trends.
- h. Nutrition Coaching: For the duration of the program, each participant will receive food education, food log review, and nutrition recommendations base on his or her goals. Participants will also have access to online meal tracking.

FACILITIES AND EQUIPMENT

CONTRACTOR will use facilities and equipment at the NSO GYM FACILITY in connection with providing services under this Agreement. COUNTY makes no representations about the suitability of these facilities or equipment to furnish services pursuant to this Agreement. COUNTY acknowledges that COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services pursuant to this Agreement. COUNTY shall, to the extent reasonable and practicable, assist and cooperate with CONTRACTOR, in performance of CONTRACTOR'S services hereunder.

COVID-19 STAFF AND PARTICIPANT SAFETY POLICIES AND PROCEDURES

CONTRACTOR and COUNTY will monitor COVID-19 health and safety risks and make adjustments to the delivery of the services herein based on the latest available health and safety information.

- Neither participants nor CONTRACTOR should participate in on-site visits if they feel sick or pose a COVID-19 risk as defined by the CDC guidelines.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code Section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B-3”

COMPENSATION AND EXPENSE REIMBURSEMENT

INJURY PREVENTION PROGRAM

COUNTY agrees to pay CONTRACTOR for those Injury Prevention Program services set forth in Exhibit A-3 of this Agreement a minimum charge of \$40,000 for two (2) groups of up to 11 participants per group, paid prior to commencement of services. If more than one but fewer than eleven participants start or complete the program, COUNTY shall not seek reimbursement of the \$40,000, which is the minimum charge for starting up and conducting the program. All participants must participate in initial screens and reviews. New participants may not join the program after the program has commenced.

Additional Services:

1. COUNTY shall pay \$2,500 per additional participant beyond the number of participants agreed in Exhibit A-3;
2. The price for additional on-site visits is beyond the number of visits agreed in Exhibit A-3 shall be \$2,500 per additional training session; and
3. COUNTY shall pay for each waiver of subrogation as required by COUNTY.