

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7565

THIS FIRST AMENDMENT to that Agreement for Services #7565 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Sigma Wellness LLC., a Texas limited liability company doing business as Sigma Tactical Wellness, whose principal place of business is 4285 CR 3270, Kempner, Texas 76539 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide cardiovascular and metabolic screening to Sheriff's Office staff pursuant to Agreement for Services #7565 dated March 21, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$35,000, and to include an additional scope and fee schedule for the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit A**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$115,000.00, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to

invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Sheriff's Office
200 Industrial Drive
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #7565 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Ed Falkenstein
Captain
Sheriff's Office

Dated: _____

Requesting Department Head Concurrence:

By: _____
Jeff Leikauf
Sheriff

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7565 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- SIGMA WELLNESS LLC

Db

SIGMA TACTICAL WELLNESS --

By: Jonathan Sheinberg

Dated: 04/30/2024

Jonathan Sheinberg
President
"Consultant"



Exhibit A

Scope of Work

Below is the scope services rendered for Advanced HeartStart Screening at the rate of three hundred and forty nine DOLLARS (\$349.00) per experience.

This includes all of the following components:

- Advanced lipid panel including cardiac inflammatory biomarker analysis which are used to predict the risk of heart attack. Laboratory analysis also includes hematology, liver/kidney function, thyroid function, electrolytes, and advanced markers of diabetes including HbA1c and fasting glucose level.
- Consultation with an advanced practice provider (advanced-practice nurse/practitioner or physician's assistant).
- In-depth nutritional analysis based on individual results of cardiometabolic testing.
- Aggregated data report prepared and delivered to command staff containing multiple data points as a cross-section of personnel health status.

As a courtesy to civilians/spouses who may not be covered under the departmental budget, Sigma Tactical Wellness offers the program, as a courtesy, at three hundred and forty nine DOLLARS (\$349.00). An additional fee of \$25 will be charged for lab services provided outside the scheduled department lab draw. This will extend to as many participants as may be willing to undergo screening. The department will not be responsible for providing any funding for spouses or other outside patients.