

SERVICES CONTRACT

BETWEEN

THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

NOMI HEALTH, INC.

This services contract, including any addenda and attachments (collectively, "Contract") is entered into by and between the Nebraska Department of Health and Human Services, Division of Public Health Incident Command (hereinafter "DHHS"), and Nomi Health, Inc. (hereinafter "Contractor").

DHHS CONTRACT MANAGER:

Angela Ling
301 Centennial Mall South
Lincoln, NE
402-499-6822
Angela.Ling@nebraska.gov

PURPOSE: The purpose of this Contract is to provide staff for COVID-19 specimen collection testing sites and vaccination sites.

FUNDING: This Contract involves federal funds.

HIPAA: This Contract involves the sharing of or access to Protected Health Information and includes a Business Associate Agreement for compliance with the Health Insurance Portability and Accountability Act (HIPAA).

EXEMPTION: This Contract is exempt from the competitive bidding requirements pursuant to Neb. Rev. Stat. § 73-507(2)(e).

1. DURATION

- 1.1. **TERM.** This Contract begins on the later of January 14, 2021 or the date the Contract is executed. This Contract ends on June 30, 2021.
 - 1.1.1. This Contract has the option to be renewed for four (4) additional six (6) months periods as mutually agreed upon in writing by the parties.
- 1.2. **TERMINATION.**
 - 1.2.1. This Contract may be terminated by DHHS for any reason upon submission of written notice to the Contractor at least thirty (30) days prior to the effective date of termination. DHHS may also terminate the Contract to the extent otherwise provided herein.
 - 1.2.2. This Contract may be terminated at any time upon mutual written consent.
 - 1.2.3. This Contract may be terminated by the Contractor for any reason upon submission of written notice to DHHS at least at least thirty (30) days prior to the effective date of termination.

2. PAYMENT TERMS AND STRUCTURE

- 2.1. **TOTAL PAYMENT.** DHHS shall pay the Contractor a total amount estimated not to exceed \$1,000,000 (One million dollars) for the services specified herein, subject to actual utilization, during the initial term.
- 2.2. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
 - 2.2.1. DHHS shall pay the Contractor an hourly bill rate of \$51.00 per hour for each DHHS approved medical staff person provided for testing sites.
 - 2.2.2. DHHS shall pay the Contractor an hourly bill rate of \$100.00 per hour for each DHHS approved medical staff person provided for vaccination sites.
 - 2.2.3. For the first optional renewal period, DHHS shall pay Contractor a total amount estimated not to exceed \$700,000 (Seven hundred thousand dollars) for conducting specimen collection

and vaccinations under this Agreement, subject to actual utilization. If Contractor reaches this amount during the first optional renewal period, it may discontinue the services unless DHHS agrees to increase the amount of the cap.

- 2.2.4. For the second optional renewal period, DHHS shall pay contractor a total amount estimated not to exceed \$700,000 (Seven hundred thousand dollars) for conducting specimen collection and vaccinations under this Agreement, subject to actual utilization. If Contractor reaches this amount during the second optional renewal period, it may discontinue the services unless DHHS agrees to increase the amount of the cap.
- 2.2.5. For the third optional renewal period, DHHS shall pay contractor a total amount estimated not to exceed \$700,000 (Seven hundred thousand dollars) for conducting specimen collection and vaccinations under this Agreement, subject to actual utilization. If Contractor reaches this amount during the third optional renewal period, it may discontinue the services unless DHHS agrees to increase the amount of the cap.
- 2.2.6. For the fourth optional renewal period, DHHS shall pay contractor a total amount estimated not to exceed \$700,000 (Seven hundred thousand dollars) for conducting specimen collection and vaccinations under this Agreement, subject to actual utilization. If Contractor reaches this amount during the fourth optional renewal period, it may discontinue the services unless DHHS agrees to increase the amount of the cap.
- 2.2.7. Contractor shall submit invoices monthly by email to Ryan Daly at ryan.daly@nebraska.gov. Invoices are to be separated by site and purpose (testing or vaccination) and include staff name, date of service, punch times (e.g. 08:00 to 17:00) and calculate payment hours. There should be separate lines each day per site corresponding to the staff required at each site with more lines if there are multiple shifts.

3. SCOPE OF WORK

- 3.1. THE CONTRACTOR shall do the following for COVID-19 specimen collection testing sites and vaccination sites.
 - 3.1.1 Provide qualified medical personnel upon request of DHHS or its designees. Qualified medical personnel shall be:
 - 3.1.1.1. A licensed health care professional;
 - 3.1.1.2. Trained in using medical supplies and conducting specimen collection and vaccinations for COVID-19 to individuals designed by DHHS;
 - 3.1.1.3. Trained and familiar with generally accepted professional practices in the State of Nebraska; and,
 - 3.1.1.4. In possession of generally accepted professional knowledge, skill and judgment.
 - 3.1.4 Provide necessary credentials for assigned personnel upon DHHS request.

4. CONTRACT MANAGEMENT

- 4.1. DELIVERABLES. The Contractor shall provide the following deliverables:
 - 4.1.1. The provision of qualified staff to COVID-19 testing sites and vaccination sites.
 - 4.1.2. Provide personnel timesheets signed and approved by the site lead of date and hours worked.
 - 4.1.3. Provide payroll and scheduling for staff provided.
- 4.2. SCOPE OF WORK PROCESS
 - 4.2.1. Before any staff are provided or payments made under this contract, DHHS and Contractor must have in place the original Scope of Work (SOW) attached hereto as Addendum D or a SOW that has been updated as provided for in the original SOW and this Section 4 of this contract. Any update of the SOW must be through a written exchange of emails by the Points of Contact referenced in Section 4.3 of this contract. Said SOW must be in writing, within the scope of this Contract, updated as needed by DHHS, and must contain at a minimum:
 - 4.2.1.1. Number of health professional staff needed at the site.
 - 4.2.1.2. Location, dates, and times of operation of the sites.
 - 4.2.2. All SOWs are subject to the terms of this Contract. If there exist any conflict between a SOW's terms and the terms of this Contract, this Contract shall govern.
- 4.3. POINTS OF CONTACT. Each party shall provide a single point of contact (POC), along with a backup contact, for agreement.
 - 4.3.1. Each party shall provide a cell phone number and email address for the POC and backup contact.

- 4.3.2. Each party may change the single POC or backup contact with notice, and in writing, to the other party.
- 4.4. **DEADLINES.** The Contractor shall meet the following deadlines:
 - 4.4.1. Provide qualified staff to meet the dates and times established in the Scope of Work (SOW) and its updates.
- 4.5. **INVOICE/DELIVERABLE APPROVAL PROCESS.**
 - 4.5.1. DHHS must review all invoices for deliverables submitted by Contractor. DHHS must approve an invoice for deliverables submitted by Contractor if it is of sufficient quality and meets the requirements in section 4.1. Approval of an invoice for deliverables must be communicated by DHHS to Contractor in writing within a reasonable time period. DHHS will not disburse payment for an invoice until the associated deliverables are approved.
 - 4.5.2. DHHS must reject the invoices for deliverables submitted by Contractor if they are not of sufficient quality or the deliverables do not meet the requirements in section 4.1. Rejection of an invoice for deliverables must be communicated by DHHS to Contractor in writing within a reasonable time period, and DHHS's written communication must include its reasons for rejection.

5. DHHS RESPONSIBILITIES

- 5.1. **DHHS** shall do the following:
 - 5.1.1. Provide, as available, the necessary Personal Protective Equipment (PPE) for Contractor's personnel while performing at testing sites and vaccination sites.
 - 5.1.2. Update SOWs as quickly as practicable for fixed sites and mobile sites.
 - 5.1.3. DHHS may reject any professional provided by the Contractor for any reason. DHHS shall notify the Contractor in writing within one (1) business day, provide reasonable detail regarding the reason(s) for rejection. Any obligations to compensate Contractor during such situation will be limited to the number of hours actually worked. Contractor will then not reassign said professional to DHHS without prior approval by DHHS.

6. ADDENDA

- A. DHHS General Terms – Services Contracts
- B. DHHS Insurance Requirements – Services Contracts
- C. DHHS HIPAA Business Associate Agreement Provisions – Services Contracts
- D. Scope of Work (SOW).

7. NOTICES

Notices shall be in writing and shall be effective upon mailing. All deliverables and required reports under this Contract shall be sent to the DHHS Contract Manager. Written notices, such as notices of termination or notice of breach, shall be sent to the DHHS Contract Manager identified above, and to the following addresses:

FOR DHHS:

Contracts Administrator
Nebraska Department of Health and
Human Services
301 Centennial Mall South
Lincoln, NE 68509-5026

FOR CONTRACTOR:

Daniel Schwendiman
Nomi Health, Inc.
898 N 1200 W
Orem, UT 84057-3509
385-375-6419
Daniel@nomihealth.com

DHHS may change the DHHS Contract Manager to be notified under this section via letter to the Contractor sent by U.S. Mail, postage prepaid, or via email.


8. ACKNOWLEDGEMENTS

By signing below, Contractor certifies, acknowledges and agrees with the following statements:

- 8.1 Contractor acknowledges and represents that, under the Nebraska Political Accountability and Disclosure Act, no individual representing, and associated with, Contractor is a public official or public employee, or an immediate family member of a public official or public employee.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and that the individual signing below has authority to legally bind the party to this contract.


FOR DHHS:

DocuSigned by:

2CDDDF6B488F4FF...
angela ling

Incident Commander
Department of Health and Human Services
Division of Public Health

DATE: 4/1/2021 | 10:01:28 CDT

FOR CONTRACTOR:

DocuSigned by:

64ED00940932468...
Daniel Schwendiman

VP Finance
Nomi Health, Inc.

DATE: 3/31/2021 | 23:33:14 PDT