



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and United Diagnostic Services, LLC a limited liability corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes September 11, 2024 ("Effective Date").

**WHEREAS**, County is in need of a qualified Offeror to provide Firefighter Cancer Screening Services; and

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 24-77 ("RFP") on May 4, 2024, requesting proposals for Firefighter Cancer Screening services as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated May 23, 2024 ("Contractor's Response"); and

**WHEREAS**, the Services are funded in whole or in part by federal funds through federal grant award number EMW-2022-FG-07472 to the Incorporated County of Los Alamos by the U.S. Department of Homeland Security, under the Assistance to Firefighters Grant program, Contractor shall comply with all applicable requirements of the grant; and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on September 10, 2024; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:** Contractor shall provide cancer and cardiovascular detection and diagnostic services to interested Los Alamos County Fire Personnel, utilizing mobile units, at a location provided by County. Firefighter participation in this program is voluntary. For Firefighters wishing to participate, Contractor shall provide the following:

**1. Project Initiation and Project Kick-Off Meeting:**

- a. Contractor shall, within ten (10) business days from the Effective Date of this Agreement, schedule a virtual Kick-Off meeting with County's designated staff ("County Project Team") at a date, time, and format to be agreed upon by the Parties.

- b. As part of the Kick-Off meeting, the Parties shall, at a minimum:
  - i. Establish a mutually agreed upon final project schedule (hereafter “Project Schedule”) to identify meeting dates, deliverable dates and accomplish key tasks defined herein and durations by which each task is completed, with all tasks to be completed no later than seven (7) years from the Effective Date of this Agreement. Contractor shall, within five (5) business days from the Kick-Off meeting, provide a written Project Schedule to the designated County Project Manager for review and approval.
  - ii. Establish communication protocols, meeting frequency, and a meeting format, with meetings occurring either in-person or online in a virtual format, as agreed upon by the Parties.
  - iii. Define schedule, project, and overall items of coordination, including County and Contractor deliverables. All deliverables provided by Contractor, as identified herein, shall be in accordance with the timeline set forth in the Project Schedule.
  - iv. Identify document format and data transfer methods between Contractor and County.
  - v. Identify site(s) for mobile CT unit and indoor space for Oncology consultation and ultrasounds.

## 2. Diagnostic Services –

- a. As identified in the Project Schedule, Contractor shall provide a mobile testing unit, on a site as identified by Los Alamos County Fire Department, and provide up to two (2) qualified, Nurse Practitioners and up to two (2) qualified Ultrasound Technologists
  - i. Initial oncology consultation, including exposure assessment, and follow-up, including but not limited to:
    - 1. Behavioral Assessment: Firefighters complete a behavioral assessment before the consultation. This assessment gathers critical information about their health and lifestyle.
    - 2. In-depth Consultation: Firefighters confer with a Nurse Practitioner to review the assessment and discusses factors that may increase cancer risk. This includes both occupational exposures and lifestyle contributors.
    - 3. Skin Assessment to identify any potential early signs of skin cancer.
  - ii. Comprehensive Blood Panel including but not limited to:
    - 1. Chemistry Screening
    - 2. Complete Blood Count
    - 3. Lipid Screening
    - 4. Thyroid Stimulating Hormones
    - 5. Hemoglobin A1C
    - 6. Prostate-Specific Antigen (“PSA”)
    - 7. Cancer Antigen 125 (“CA-125”)
  - iii. Ultrasound based screening of nine (9) body parts including but not limited to:
    - 1. Thyroid
    - 2. Liver
    - 3. Spleen
    - 4. Urinary bladder
    - 5. Prostate (as applicable)
    - 6. Uterus (as applicable)
    - 7. Gallbladder

- 8. Kidneys
- 9. Abdominal aorta
- b. As identified in the Project Schedule, Contractor shall set up a mobile testing unit, on a site identified by Los Alamos County Fire Department, to conduct Low dose CT Scans for detection of lung cancer and cardiovascular diseases. Heart/Calcium Scoring shall only be performed at the discretion of County.

### **3. Diagnostic Results.**

- a. Contractor shall ensure radiology or cardiology test results are read by a board-certified radiologist or cardiologist, within one hundred twenty (120) hours of the date the test is conducted, depending on the test conducted.
- b. Contractor shall report results directly to the participant via secure email or via the Contractor's Patient Portal. Results shall be accessible within ninety-six (96) hours following the test. Reporting shall comply with all Health Insurance Privacy and Portability Act (HIPPA) requirements.
- c. Contractor shall follow up on all abnormal pathology results by attempting to contact the participant by phone within twenty-four (24) hours of the abnormal result. If contact is not made via phone, Contractor shall continue to make all reasonable efforts to contact the participant by email, text and additional phone calls until contact is made.

### **4. Test Coordination and Scheduling:**

- a. During the Kickoff Meeting, Contractor will coordinate with the County Project Team to develop a testing schedule agreeable to both Parties.
- b. Scheduling will take place a minimum of three (3) months prior to test date to ensure availability of Fire Personnel.
- c. For each site visit, Contractor shall conduct testing at each site in accordance with the Project Schedule.
- d. In coordination with County, Contractor shall schedule a minimum of two (2) testing dates per contract year to accommodate Firefighter shifts.

### **5. Additional Tests as Requested by County**

- a. Perfluoroalkyl Polyfluoroalkyl ("PFAs") blood tests - Assess the concentration of specific chemicals present in an individual's bloodstream. This test serves as an indicator of the cumulative exposure to PFAs over time.
- b. The Galleri test - Screens for certain cancers that do not currently have recommended screening protocols. This test can be performed onsite concurrently with other testing under this Agreement.

### **6. Contractor Deliverables**

- a. Contractor shall provide virtual Comprehensive Occupational Cancer Awareness training for all Firefighters, via Zoom, to explain health factors associated with occupational exposures.
- b. Contractor shall provide aggregated, deidentified, data analytics on program participant results to assess health trends over multiple years. These aggregated analytics shall be provided to the County Project Manager within ninety (90) days of the first testing event.
- c. Contractor shall provide to participants a complete radiological report, which has been read by a Board-Certified Radiologist, within one hundred twenty (120) hours of the test date. Report shall be provided via secure portal accessible by the participant.

- d. Contractor shall provide a complete cardiology report, which has been reviewed by a Board-Certified Cardiologist, to participants within one hundred twenty (120) hours of the test date. Report shall be provided via secure portal accessible by the participant.
- e. Contractor, with the assistance of a certified Nurse Practitioner, shall provide telemedicine consultation, to participants with abnormal results to review and explain the test findings to participant, and work with the participant to develop an actionable care plan for seeking follow-up care outside of the scope of this Agreement through a healthcare provider of the participant's choosing. Attempts to schedule this call shall begin no later than twenty-four (24) hours following the verification of an abnormal test result.

## **7. County Deliverables**

County, as represented in this Agreement by the Los Alamos County Fire Department, shall provide:

- a. a site large enough to accommodate the mobile Low Dose Chest CT unit which is the size of a semi-truck.
- b. Approximately 700 square feet of indoor space, separated into ten (10") feet by ten (10) feet rooms for the purpose of conducting Initial oncology consultations and ultrasounds.

**SECTION B. TERM:** The term of this Agreement shall commence September 11, 2024, and shall continue through September 10, 2026, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to five (5) consecutive one-year period(s), unless sooner terminated, as provided therein.

## **SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed FIVE HUNDRED FORTY-FIVE THOUSAND DOLLARS AND NO/100 (\$545,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. within one week of services being performed as proposed in the Project Schedule and mutually agreed upon by both Contractor and County. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no

representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance and Professional Liability Insurance shall name County as an additional insured.

**General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.

1. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
2. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS

(\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

3. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
4. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.
5. **Medical Malpractice Insurance:** TWO MILLION DOLLARS (\$2,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate. If the policy is written on a Claims Made form, an additional three (3) year Extended Reporting Period Endorsement shall be required.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

**SECTION M. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of

the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION O. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

**SECTION Q. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

**SECTION S. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council

member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

#### **SECTION U. TERMINATION:**

- 1. Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION V. NOTICE:** Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Todd Forsythe, Battalion Chief  
Incorporated County of Los Alamos  
999 Central Avenue, Suite 200  
Los Alamos, New Mexico 87544  
Email: [todd.forsythe@lacnm.us](mailto:todd.forsythe@lacnm.us)

Contractor:

Sue Dyson, National Client Coordinator  
United Diagnostic Services, LLC  
1400 Avenue Z, Suite 301  
Brooklyn, NY 11235  
Email: [sdyson@udshealth.com](mailto:sdyson@udshealth.com)

With a copy to:

County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

E-mail: ~Attorney@lacnm.us

**SECTION W. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

**SECTION X. NO IMPLIED WAIVERS:** The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).



**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION AB. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AC. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**SECTION AD. CONFIDENTIAL INFORMATION:** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit B. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

BY: \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**UNITED DIAGNOSTIC SERVICES, LLC., A LIMITED  
LIABILITY CORPORATION**

BY: \_\_\_\_\_  
**RAY LANKIN** **DATE**  
**CHIEF EXECUTIVE**

**Exhibit A**  
**Compensation Rate Schedule**  
**AGR24-77**

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Initial Oncology Consultations	\$150 per one on one consultation	\$150 per one on one consultation	Proposed increase of up to 5% over year 1	Year 3 Rate	Proposed increase of up to 5% over year 3	Year 5 Rate	Proposed increase of up to 5% over year 5
Skin Cancer/Dermatology Screenings including biopsies	\$10 per blood panel in conjunction with Oncology Consultation	\$10 per blood panel in conjunction with Oncology Consultation	Proposed increase of up to 5% over year 1	Year 3 Rate	Proposed increase of up to 5% over year 3	Year 5 Rate	Proposed increase of up to 5% over year 5
Comprehensive Blood Analysis	\$165 per blood panel	\$165 per blood panel	Proposed increase of up to 5% over year 1	Year 3 Rate	Proposed increase of up to 5% over year 3	Year 5 Rate	Proposed increase of up to 5% over year 5
Ultrasounds	\$325 per participant	\$325 per participant	Proposed increase of up to 5% over year 1	Year 3 Rate	Proposed increase of up to 5% over year 3	Year 5 Rate	Proposed increase of up to 5% over year 5
Low dose Helical CT (LDCT) Scans	\$425 per scan (Requires minimum 125 participants during 5 day period for scheduling)		Proposed increase of up to 5% over year 1	Year 3 Rate	Proposed increase of up to 5% over year 3	Year 5 Rate	Proposed increase of up to 5% over year 5
Additional Services as Requested by County	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Galleri Tests	\$699 per test	\$699 per test	Proposed increase of up to 5% over year 1	Year 3 Rate	Proposed increase of up to 5% over year 3	Year 5 Rate	Proposed increase of up to 5% over year 5
Urology Consultations/Prostate Cancer Screenings	\$60 per PSA Blood Test	\$60 per PSA Blood Test	Proposed increase of up to 5% over year 1	Year 3 Rate	Proposed increase of up to 5% over year 3	Year 5 Rate	Proposed increase of up to 5% over year 5
Colorectal Cancer Screenings	\$50 per test for Colorectal Stool Test	\$50 per test for Colorectal Stool Test	Proposed increase of up to 5% over year 1	Year 3 Rate	Proposed increase of up to 5% over year 3	Year 5 Rate	Proposed increase of up to 5% over year 5
Calcium Scoring (CAC)	\$85 per test when combined with LDCT Scans	\$85 per test when combined with LDCT Scans	\$85 per test when combined with LDCT Scans	Proposed increase of up to 5% over year 3	Year 3 Rate	Year 4 Rate	Proposed increase of up to 5% over year 4

PFAS Blood testing	\$485 per blood test	\$485 per blood test** depending on lab pricing	Proposed increase of up to 5% over year 1 ** depending on lab pricing	Year 3 Rate ** depending on lab pricing	Proposed increase of up to 5% over year 3 ** depending on lab pricing	Year 5 Rate ** depending on lab pricing	Proposed increase of up to 5% over year 5 ** depending on lab pricing
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**\*Travel Guidelines**

Offeror's travel expenses shall be charged at actual cost. Copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service or minimum of .45 cents per mile;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

## Exhibit B

### Confidential Information Disclosure Statement AGR24-77

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	<b>Contractor</b>	<b>County</b>
<b>Name:</b>	Sue Dyson	Todd Forsythe
<b>Title:</b>	National Client Coordinator	Battalion Chief
<b>Address:</b>	1400 Avenue Z, Suite 301	999 Central Avenue, Suite 200
<b>City/State/Zip:</b>	Brooklyn, NY 11235	Los Alamos, New Mexico 87544
<b>Email:</b>	sdyson@udshealth.com	Todd.forsythe@lacnm.us

2. Definitions:
  - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
  - b) **Discloser** - the party disclosing Confidential Information.
  - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
  - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.