

**ADAMS COUNTY COLORADO GOVERNMENT
ADDENDUM OF AGREEMENT**

ADDENDUM NUMBR: ONE (1)
ADDENDUM DATE: May 2, 2013
AGREEMENT NUMBER: RFP 2013.068
AGREEMENT DATE: April 29, 2013
CONTRACTOR: HEALTHBREAK, INC.

THIS ADDENDUM MODIFIES THE AGREEMENT AS DESCRIBED BELOW:

- THIS CHANGE ORDER IS ISSUED PURSUANT TO:
 THE ABOVE NUMBERED AGREEMENT IS MODIFIED TO REFLECT THE FOLLOWING ADMINISTRATIVE CHANGES:
 THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO:
 OTHER (Specify type of addendum and authority): **Bilateral Addendum, Section IV - TERM**

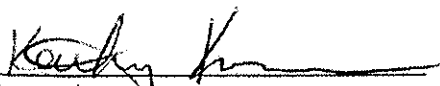
THE CONTRACTOR IS, IS NOT REQUIRED TO SIGN THIS DOCUMENT AND RETURN BOTH COPIES TO THE PURCHASING OFFICER.

DESCRIPTION OF ADDENDUM:

- A. This Addendum is effective January 1, 2013.
- B. Pursuant to Section IV: TERM, the term of the Agreement is extended one year, per RFP 2011.129 dated March 12, 2012.
- C. Fee Schedule. The fees for option year one is hereby effective January 1, 2013.
- D. The Agreement end date is changed to read, December 31, 2013.
- E. The Agreement option year one amount is for \$126,000.00.
- F. Except as provided herein, all terms and conditions of the contract remain unchanged and in full force and effect.

THE CONTRACTOR

Healthbreak, Inc.
601 16th Street, C-311
Golden, Colorado 80401



(Signature)

President
(Title)

5/5/13
(Date)

THE COUNTY:

Adams County Colorado Government
4430 South Adams County Parkway
4th Floor, Suite C4000A
Brighton, Colorado 80601


(Signature)

Chair
(Title)

5-21-13
(Date)

cc: Addendum # 2013.069
Original Agreement RFP 2011.129

Adams County 2013 Wellness Program Budget

Item	Quantity	Cost per Employee	Total Cost	Average Cost	Comments
Wellness Program Management Costs					
Includes .5 FTE Wellness Program coordinator & senior account manager time, overhead and management fees					
Jenny - 20 hours per week					
Lee - 1.25 hours per week					

Administrative Operational Costs Total	\$	31,881.28	\$	32,723.03	\$	32,802.16	Monthly Management Fee	\$	2,656.77
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Program Costs

Item	Quantity	Cost Per Employee or Program			Costs			Comments
		Min.	Max.	Average	Min. Cost	Max. Cost	Average Cost	

Journey To Wellness									
Program Administration	0		\$85	\$85	\$0	\$0	\$0	\$0	included in Administrative time and costs
Program Wrap Up	0		\$85	\$85	\$0	\$0	\$0	\$0	included in Administrative time and costs
Newsletter Content									
Tips for Healthy Living	12		\$0	\$0	\$0	\$0	\$0	\$0	included in Administrative time and costs

Incentive Programs/ Wellness Challenges										
Item	Quantity	Min.	Max.	Average	Min. Cost	Max. Cost	Average Cost	Min. Cost	Max. Cost	Comments
Weight Loss Challenge	1		\$700	\$700	\$700	\$700	\$700	\$700	\$700	Develop the participant materials for the program. Create marketing materials and conduct evaluation and write summary report.

Adams County 2013 Wellness Program Budget

Junk Food Challenge	1	1		\$700	\$700		\$700	\$700			\$700		Develop the participant materials for the program. Create marketing materials and conduct evaluation and write summary report.
Incentives and giveaways	1	1		\$1,600	\$1,600		\$1,600	\$1,600			\$1,600		Includes program prizes for D.Y. wellness champions, JTW incentives, etc
Activities & Events													
Cooking Demos													
Lunch w/ Kelly	7	7		\$225	\$250		\$1,575	\$1,750			\$1,663		1 cooking demo/lunch session at each of 7 locations
Food & Supplies	7	7		\$150	\$300		\$1,050	\$2,100			\$1,575		This is dependent upon the menu selection and the number of attendees.
Mileage for R.D.	560	560		\$0.53	\$0.53		\$297	\$297			\$297		7 trips times 80 miles round trip - 560
Challenges/Activities & Events Subtotal													
\$5,922													
\$7,147													
\$3,267.15													
Fitness Classes													
Zumba - Govt Center	16	16		\$65	\$75		\$1,040	\$1,200			\$1,120		class meets 2x per week for 8 weeks
Zumba - DA office	16	16		\$65	\$75		\$1,040	\$1,200			\$1,120		class meets 2x per week for 8 weeks
Zumba - CFC office	32	32		\$65	\$75		\$2,080	\$2,400			\$2,240		class meets 4x per week for 8 weeks
Zumba - Detention	16	16		\$65	\$75		\$1,040	\$1,200			\$1,120		class meets 2x per week for 8 weeks
Zumba - HSB	16	16		\$65	\$75		\$1,040	\$1,200			\$1,120		class meets 2x per week for 8 weeks
Pilates - Govt Center	16	16		\$65	\$75		\$1,040	\$1,200			\$1,120		class meets 2x per week for 8 weeks
Pilates - DA office	16	16		\$65	\$75		\$1,040	\$1,200			\$1,120		class meets 2x per week for 8 weeks
NIA - HSB	16	16		\$65	\$75		\$1,040	\$1,200			\$1,120		class meets 2x per week for 8 weeks

Adams County 2013 Wellness Program Budget

Kickboxing - Parks office	32		32	\$65	\$75		\$2,080	\$2,400	\$2,240	class meets 2x per week for 8 weeks (2 sessions)
Kickboxing - HSB	16		16	\$65	\$75		\$1,040	\$1,200	\$1,120	class meets 2x per week for 8 weeks
Kickboxing - Detention	16		16	\$65	\$75		\$1,040	\$1,200	\$1,120	class meets 2x per week for 8 weeks
Self Defense - Govt center	6		6	\$65	\$75		\$390	\$450	\$420	class meets 1x per week for 6 weeks
Self Defense - HSB	6		6	\$65	\$75		\$390	\$450	\$420	class meets 1x per week for 6 weeks
Self Defense - CFC	6		6	\$65	\$75		\$390	\$450	\$420	class meets 1x per week for 6 weeks
Self Defense - Detention	6		6	\$65	\$75		\$390	\$450	\$420	class meets 1x per week for 6 weeks
Self Defense - DA office	6		6	\$65	\$75		\$390	\$450	\$420	class meets 1x per week for 6 weeks
Self Defense - Sheriff substation	6		6	\$65	\$75		\$390	\$450	\$420	class meets 1x per week for 6 weeks
Self Defense - Parks	6		6	\$65	\$75		\$390	\$450	\$420	class meets 1x per week for 6 weeks
Fitness classes taught by Program Manager	32		32	\$34	\$34		\$1,088	\$1,088	\$1,088	Program manager cost to teach 32 Yoga classes
Fitness Class Subtotal										
							\$17,835	\$19,838	\$18,588	
Health Fair & Screenings										
Postage	1		1	\$496	\$570		\$496	\$570	\$533	postage and envelopes to mail labwork for participants
labwork mailing	1		1	\$500	\$700		\$500	\$700	\$600	fee to administer mailing
Full Blood Draw	662		761	\$35	\$35		\$23,170	\$26,635	\$24,903	Chem screen, TSH, Direct LDL, Ferritin
Complete Blood Count	662		761	\$15	\$15		\$9,930	\$11,415	\$10,673	white and red blood cells, platelets 761 = 1.5% increase over 2012 -662

Adams County 2013 Wellness Program Budget

PSA	53	65	\$30	\$30	\$30	\$1,590	\$1,950	\$1,770	PSA cost is \$30, however AC subsidizes \$15, employee picks up remaining \$15. HGATC cost is \$30, however AC subsidizes \$15, employee picks up remaining \$15. Full out of pocket cost for participant
Hemoglobin A1C	159	175	\$30	\$30	\$4,770	\$5,250	\$5,010		
Cardio CRP	192	220	\$36	\$36	\$6,912	\$7,920	\$7,416		
Vitamin D			\$45	\$45	\$0	\$0	\$0		
VAP			\$50	\$50	\$0	\$0	\$0		
Phlebotomy Fees	60	95	\$40	\$40	\$2,400	\$3,800	\$3,100		This covers staffing of phlebotomists and allows for more phlebotomists if needed at busier locations.
Phlebotomy Mileage, lodging, etc.	12	15	\$30	\$30	\$360	\$450	\$405		
Health Professional	36	36	\$35	\$35	\$1,260	\$1,260	\$1,260		This allows for other health professionals to conduct screenings or demos at the fair. 36 hours allows for 1-3 professionals at 6 locations from \$10-\$30 per hour
Health Screening Subtotal									
\$51,885 \$59,950 \$55,865									
Other advanced screening (such as lung function, bone density or DermAnalysis)	15	15	\$250	\$175	\$2,625	\$3,750	\$3,188		Hourly charges. These services will be negotiated and discounts will be passed through to Adams County. When possible a provider that does the service for free will be contracted.

Adams County 2013 Wellness Program Budget

Dietitians at the Fair	17.5	17.5	\$65	\$65	\$1,138	\$1,138	\$1,138	The hours are 3.5 hours x 5 fairs (includes set up time for food demo)
Supplies/Printing	1	1	\$500	\$250	\$250	\$500	\$375	This covers any incidental supplies needed or incentives for the fair.
Participant t-shirts	1	1	\$4,608	\$4,608	\$4,608	\$4,608	\$4,608	Cost of t-shirts for 2012
Goodie bags/decorations	1	1	\$500	\$350	\$350	\$500	\$425	participant goodie bags and other decorations
Webinar	1	1	\$650	\$400	\$400	\$650	\$525	fees for post screening KYN webinar (development, recording, stream time and reporting completion)
Wellness Fair Components subtotal								
Other					\$9,371			\$7,379
Misc.								
Senior Consulting (5-9 years experience)								
Mileage is billed at IRS rate per mile for any personnel that travel more than 45 miles roundtrip to provide services.								
					Administrative Costs	\$ 31,887	\$ 32,728	\$ 32,802
					Program Costs	\$ 84,094	\$ 92,398	\$ 84,979
					GRAND TOTAL	\$ 115,976	\$ 125,121	\$ 117,281

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 12th day of March, 2011, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and , Healthbreak, Inc. located at 601 16th Street, Suite C311, Golden, Colorado 80401, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

SECTION I - SERVICES OF THE CONTRACTOR

The Contractor shall provide comprehensive wellness consulting services for the 2012 Adams County Wellness Program. In doing so, the Contractor shall perform all of the services described in the 2011 ¹²⁹ ~~128~~ Wellness Consultant RFP documents which are attached hereto and incorporated herein as Exhibit "A", and the Contractor's response, which is attached hereto and is incorporated herein as Exhibit "B".

Emergency Services In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

SECTION V - PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum not to exceed one hundred thousand dollars (\$100,000.00). Fees will be paid to the Contractor at the hourly and per person rates described in Exhibit "B".

A. Invoices

Invoices will be submitted to the County by the Contractor on a monthly basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

SECTION VI - INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant or subcontractor of the Contractor shall be deemed to be an employee, agent or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

SECTION VII - NONDISCRIMINATION

The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VIII - INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of

- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

SECTION III - RESPONSIBILITIES OF THE COUNTY

The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

SECTION IV - TERM

The term of this Agreement shall be from February 8, 2012 through December 31, 2012.
Adams County has the option to renew the agreement for two additional one year terms.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

W.R. Frank
Chair

3.12.12
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

Karen Long
Deputy Clerk



APPROVED AS TO FORM:

[Signature]
Adams County Attorney's Office

HEALTHBREAK, INC.

Kathy Knudsen
Name

2/24/12
Date

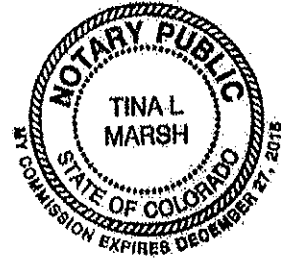
President
Title

Signed and sworn to before me on this 24 day of February, 2012 by

Kathy Knudsen

[Signature]
Notary Public

My commission expires on: 12/31/2015



Scope of Work

5. Assessment of Current Wellness Program
6. Results Measurement: Measurement and Tracking of Results to assess program effectiveness
7. Creation of 3 Year Strategic Plan
8. Develop and provide onsite wellness challenges which meet strategic plan initiatives.
9. Coordinate annual Benefit and Wellness Fairs, including but not limited to coordination of onsite blood screenings, blood pressure, weight, body mass index (BMI) at up to six county locations.
10. Provide sample communication in various venues to attract participation in various programs offerings.
11. Coordinate onsite physical fitness instructors for programs as requested.
12. Proposal submittals to include the following information:
 - 12.1. Consultant is to provide three references, including names and telephone numbers, from similar projects or programs completed within the last two years.
 - 12.2. Consultant will provide resumes of key staff that will be engaged in this project.
 - 12.3. Consultant will outline processes that will be used to meet the County's needs for each requirement items 5-11 listed in the Scope of Work.
 - 12.4. Consultant shall provide narrative of successful implementation of a program of similar size and scope.
 - 12.5. Consultant will provide a per hour fee for services.
 - 12.6. Consultant will provide information on any packaged wellness programs they currently offer.

SCOPE OF WORK
Revised 9/13/11
Scope of Work

1. Needs assessment of Current Wellness Program
2. Results Measurement: Measurement and Tracking of Results to assess program effectiveness
3. Creation of 3 Year Strategic Plan
4. Develop and provide onsite wellness challenges which meet strategic plan initiatives.
5. Coordinate annual Benefit and Wellness Fairs, including but not limited to coordination of onsite blood screenings, blood pressure, weight, body mass index (BMI) at up to six county locations.
6. Provide sample communication in various venues to attract participation in various programs offerings.
7. Coordinate onsite physical fitness instructors for programs as requested.
8. Proposal submittals to include the following information:
 - 8.1. Consultant is to provide three references, including names and telephone numbers, from similar projects or programs completed within the last two years.
 - 8.2. Consultant will provide resumes of key staff that will be engaged in this project.
 - 8.3. Consultant will outline processes that will be used to meet the County's needs for each requirement items 5-11 listed in the Scope of Work.
 - 8.4. Consultant shall provide narrative of successful implementation of a program of similar size and scope.
 - 8.5. Consultant will provide a per hour fee for services.
 - 8.6. Consultant will provide information on any packaged wellness programs they currently offer

Fee Schedule for Services (8.5)

The chart below is a listing of fees according to the Scope of Work. Fees are provided on a per program or per hour basis. As the Client you can select programs and services on an annual basis that meet the program needs and goals for that year. Please note that the fees for the onsite coordinator are monthly and include benefits and overhead for placing an onsite employee.

SCOPE OF WORK SERVICES	FEES
Requested Programs & Services	
A. Employee Needs & Interest Survey	\$1500 + \$3 for paper versions.
B. Results Measurement & Tracking of Results	\$90 per hour*
C. Wellness Challenges	\$1500 each or 2 for \$2750
D. Coordinate Annual Benefit Fair	
<i>Coordination of up to 6 fairs at various locations throughout the County</i>	\$90.00 per hour* (typically takes 18-25 hours to coordinate)
<i>Coordinator Day of Fair</i>	\$50 per hour (set up, tear down and actual fair time – 5 fairs at 3 hours each is approximately 20 hours of work)
<i>Full Blood Draw**</i>	\$30.00 per person
<i>Complete Blood Count**</i>	\$15.00 per person
<i>PSA**</i>	\$15.00 per person
<i>Hemoglobin A1C**</i>	\$15.00 per person
<i>Cardio CRP**</i>	\$36.00 per person
<i>Vitamin D**</i>	\$45.00 per person
<i>VAP**</i>	\$50.00 per person
<i>Phlebotomy Fees**</i>	\$40 per phlebotomist per fair
<i>Phlebotomy Mileage, Lodging, etc.**</i>	\$30 per phlebotomist per fair
<i>Health Screenings such as Bone Density, Lung Function, Skin Cancer Checks</i>	\$75-\$200 per hour (these fees are passed through at cost and we do our best to solicit vendors that will do for no charge or low cost)
<i>Dietitians, Personal Trainers, Health Coaches</i>	\$60-\$100 per hour (Based on volume we work)

	with the professional to provide us a package deal on pricing. These fees are passed through without any additional up charge to the client.)
Blood Pressure, BMI, Height/Weight and Body Fat Screenings	\$45 per hour
Supplies, Decorations, Reprographics, Incentives, and Postage	Billed to client at cost. Prior approval requested before purchasing.
E. Sample Communication	\$90 per hour* unless it is included in other program fees such as Wellness Challenges and Health Fair Coordination.
F. Coordinate Onsite Fitness Instructors	\$90 per hour* to solicit, coordinate and arrange for instructors.
G. Onsite Fitness Class Instructor Fees	\$65-\$100 per hour depending on the type of class and length of series
H. Onsite Wellness Coordinator	
2 days per week (.4 FTE)	\$2865 per month
2.5 days per week (.5 FTE)	\$3444 per month
5 days per week (1.0 FTE)	\$6779 per month
I. Hourly Fees	\$90 per hour* unless otherwise specified above.
J. Other Services	
Coordination of Special Events & Activities	\$90 per hour* to coordinate seminars, demonstrations, cooking classes and special events (Special pricing may be available based on scope of event or activity.)
Lifestyle Modification Programs	\$1800-\$2500 per program
Program materials and supplies	Billed at cost based on program specifications

***Note: If onsite coordinator is placed this service would be billed at coordinator rate.**

**** Note: the fees for lab work and phlebotomy are based on our 2011 contract with Quest Diagnostics. It is possible that those fees may increase slightly in 2012.**