



DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

COMMONWEALTH OF VIRGINIA
County of Henrico

Contract No. 2008B

**Agreement between Virginia Urgent Care Specialists
and County of Henrico, Virginia for Health Diagnostic Testing Services**

This Agreement (“Agreement”) dated 11 July, 2020, (the “Commencement Date”) is made and entered into by Virginia Urgent Care Specialists (hereinafter referred to as “BetterMed”), and County of Henrico, Virginia (hereinafter referred to as the “County”).

WHEREAS, on May 13, 2020, the County issued Request for Proposal No. 20-2008-5JOK (hereinafter referred to as “RFP”), titled “Health Diagnostic Testing Services”; and,

WHEREAS, BetterMed submitted a proposal dated May 27, 2020, in response to the RFP; and

WHEREAS, the County selected BetterMed as a Successful Offeror to provide services in accordance with the RFP; and,

WHEREAS, the parties have negotiated the terms and conditions under which BetterMed will provide services as outlined in the Agreement Documents; and,

WHEREAS, BetterMed hereby agrees to provide health diagnostic testing services as described in the Agreement Documents; and,

WHEREAS, the delivery of the services will be provided as set forth in the Agreement Documents.

NOW, THEREFORE, the parties agree as follows:

- (1) Agreement Documents – The Exhibits listed below are hereby incorporated into and made part of this Agreement, and this Agreement and the incorporated Exhibits shall be the “Agreement Documents.” In the event of conflict among the Agreement Documents, the provisions of this Agreement shall supersede the Exhibits. Except as otherwise described herein, any inconsistency among the incorporated Exhibits shall be resolved by giving priority to the Exhibits in the order in which they are listed below:

Exhibit A – BetterMed’s answers to follow-up questions dated June 29, 2020.

Exhibit B – BetterMed’s Original Proposal dated May 27, 2020.

Exhibit C – Questions & Answers dated June 2, 2020.

Exhibit D – RFP No. 20-2008-5JOK dated May 13, 2020.

- (2) Compensation – The fees the County will pay to BetterMed under this Agreement, if paying BetterMed directly and not through a commercial or government insurance plan, shall be as shown below:

Description / Test Type	Fee
Individual Testing Situation	
COVID-19 Antigen Test (Sofia2 SARS Antigen Test)	\$175.00 per test
COVID-19 Antibody Test (Autobio Anti-SARS CoV-2 Test or Healgen COVID-19 Antibody Rapid Detection Kit)	\$110.00 per test
COVID-19 PCR Test (NextMolecular Lab SARS COVID-2 PCR Assay)	\$125.00 per test
COVID-19 PCR Test plus Antibody Test (NextMolecular Lab SARS COVID-2 PCR Assay and Autobio Anti-SARS CoV-2 Test or Healgen COVID-19 Antibody Rapid Detection Kit)	\$200.00 per test
Onsite Group Testing Situation	
*COVID-19 PCR Test (NextMolecular Lab SARS COVID-2 PCR Assay)	\$200.00 per test
<i>*For the Onsite Group Testing Situation, a minimum of 100 tests must be performed. If less than 100 tests are performed, the County will be responsible for a fee of \$200.00 per test short of the minimum 100 tests.</i>	
Mass Testing Situation	
**Mass Testing Daily Fee	\$12,000.00 per day
COVID-19 PCR Test plus Antibody Test (NextMolecular Lab SARS COVID-2 PCR Assay and Autobio Anti-SARS CoV-2 Test or Healgen COVID-19 Antibody Rapid Detection Kit)	\$200.00 per test
<i>**For the Mass Testing Situation, a minimum length of testing shall be a one-week increment (seven days). Length of testing may only be increased in one-week increments (i.e. seven days, 14 days, 21 days, etc).</i>	
<i>NOTE: Specified tests within each Test Type are subject to change based upon availability, medical advancements, etc.</i>	

Fees for diagnostic testing services being billed through a commercial or government insurance plan shall be determined at the time of service.

Fees for diagnostic testing services being performed outside of BetterMed's Commonwealth of Virginia locations, specified in Exhibit A, shall be determined at the time of service.

- (3) Term – The Agreement term shall be from the Commencement Date through a period of one year. The County may renew the contract for up to four one-year terms by giving 30 days written notice before the end of the term unless BetterMed has given the County written notice that it does not wish to renew at least 90 days before the end of the term.
- (4) Sovereign Immunity – Notwithstanding any contrary language in the Agreement Documents, the County neither waives nor abrogates its sovereign immunity hereunder, in part or in whole, in any manner, under any theory.
- (5) Merger – The Agreement Documents represent the entire agreement between the parties and supersede all prior communications and negotiations. This Agreement may be modified only in writing, signed by both the County and BetterMed.
- (6) Claims – BetterMed shall submit any claims arising under this Agreement, without exception, in accordance with Va. Code §2.2-4363(C).
- (7) Marketing and Communications – BetterMed may state on its website as follows: “In July 2020, BetterMed entered into a cooperative procurement agreement with Henrico County to provide the following services to the County: [listing].” In addition, BetterMed may respond to marketing inquiries from state and local government agencies as a result of the website listing.

WHEREFORE, the parties hereby execute this Agreement as evidenced by the signatures below.

Virginia Urgent Care Specialists
3200 Rockbridge Street, Suite 103
Richmond, VA 23230

County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775

Mark Johnson
Signature

Oscar Knott
Signature

Mark Johnson, Chief Executive Officer
Printed Name and Title

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

July 11, 2020
Date

7/11/20
Date

APPROVED AS TO FORM

[Signature]
COUNTY ATTORNEY