

## AMENDMENT ONE TO AGREEMENT

### BETWEEN THE COUNTY OF SAN MATEO AND ZOMO HEALTH LLC

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Zomo Health LLC, hereinafter called "Contractor";

#### WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on December 13, 2022, the Board of Supervisors approved Resolution No. 079380 authorizing an Agreement with Contractor for wellness program services, and which authorized the Human Resources Director or the Director's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000; and

WHEREAS, the parties entered into an Agreement for the purpose of providing wellness program services on December 13, 2022, for the term of January 1, 2023 through December 31, 2025, in an amount not to exceed \$2,090,850; and

WHEREAS, the parties wish to extend the Agreement for an additional year, with a new expiration date of December 31, 2026; amend the Agreement to incorporate an additional \$1,409,150 for the cost of one additional staff for sixteen months and costs of the program for the additional one year, for a new Agreement not-to-exceed amount of \$1,409,150 and add a new exhibit of performance measure.

#### **NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Paragraph 3, Payments, of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and Exhibit C. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Three Million Five Hundred Thousand dollars (\$3,500,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Paragraph 4, Term, is amended to the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2023, through December 31, 2026.

3. Original Exhibit A and B are replaced with Revised Exhibit A and B, (rev. 7/30/25) and Exhibit C - Performance Measure is added. See attached exhibits.

4. All other terms and conditions of the agreement dated December 13, 2022 between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: Zomo Health LLC**

  
\_\_\_\_\_  
Contractor Signature

08-10-2025  
Date

ZOMO HEALTH LLC (Nima Bousheri CEO)  
Contractor Name (please print)

---

**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

### **Exhibit A (rev. 7/30/25)**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services to current County employees and others designated by the County to have access:

#### **WELLNESS PROGRAMS AND SERVICES**

- **Engagement Portal** – “PreventionCloud” Set Up, Support, and Customization  
*Requested custom enhancements/functionality to PreventionCloud will be processed based on priority and will undergo a Quality Assurance process internally within Contractor, as well as with the County’s wellness team to ensure proper rollout.*
- **Health Risk Awareness** – Coordination of Onsite Biometrics Screenings and at-home test kits, including data upload to Portal; Design and customization of Online Health Assessment
- **Wellness Management Tools** – Online Nutrition and Exercise Tools, Event Registration, Automatic Tracking, Emotional Well-Being Videos, Fitness Videos, My Plan
- **Marketing Communications** - Custom Campaigns  
*Turnaround time is dependent on the type of request. All marketing materials go through a review process before sending over to County.*
- **Education & Social Tools** – Online Workshops, Webinars, Challenges and Lifestyle Coaching
- **Employee Incentives** – distribution of \$35,000 in annual employee incentives (\$10,000 from Zomo Health and \$25,000 from the County)

#### **PROGRAM SET UP & EVALUATION**

Provide anonymized, aggregate employee data and analytics to County Wellness staff to enable County to monitor the effectiveness of the wellness program, including:

- Strategy Development Wellness Program Data
- Employee Engagement Information Health & Safety Metrics
- Benefits Information
- Effectiveness of the Wellness Program
- Vendor Integration – Single sign on, upload all past biometric data
- Reporting & Data Collection - Automatic Web Based Tracking, Client Portal, Health aggregate reporting Client Access

#### **PROGRAM PERSONNEL SUPPORT**

In coordination with the direction provided by County Wellness Staff, Contractor will:

- Provide full-time Onsite Coordinator/Health Coach for County employees
- Provide part-time Lifestyle Coach for County employees
- Coordinate and manage part-time wellness personnel as needed:
  - Disease Management Nurse (\$50,000 annually, included in service fee)
  - Nutrition Coaching and presentations (\$50,000 annually, included in service fee)
  - Exercise Instructors (\$5,000 in 2023-24, \$6,833 in 2025, and \$10,050 in 2026, paid by County)
  - Massage Therapists (\$45,000 annually, paid by County)

INCENTIVES PROVIDED	
<ul style="list-style-type: none"><li>• Engagement Toolkit (\$10,000 annually)</li></ul>	

**Exhibit B (rev. 7/30/25)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms effective September 1, 2025. The total contract amount for the term January 1, 2023 – December 31, 2026 is **not to exceed \$3,500,000**.

Contractor shall invoice County on a monthly basis for the number of employees registered for any upcoming monthly biometric screenings or who request an at home test kit.

Contractor shall invoice County on a quarterly basis for the remaining ongoing charges.

Program	Pricing (Per Participant)	Employee Participation (estimated)	Original Contract Cost (Jan 2023-Dec 2025)	Amended Cost (Jan 2023-Dec 2025)	Estimated New Cost (Jan 2026-Dec 2026)
Onsite Biometrics (lab and screenings) and data upload	\$45.00	3,000	\$135,000 x 3 years	-	\$135,000
At Home Test Kits (screenings) and data upload	\$65.00	430	\$27,950 x 3 years	-	\$27,950
<i>Note: When approved by the employee's health insurance carrier, Zomo Health is able to bill the carrier directly for the onsite screenings, lab vouchers and home test kits.</i>					
Marketing (postcards, mailing and postage)			\$17,000 x 3 years		\$17,000 (\$4,250 quarterly)
<b>Total to be paid monthly based on usage</b>			\$539,850	-	\$179,950

Program	Pricing	Employee Count each year (approx.)	Original Contract Cost (Jan 2023-Dec 2025)	Additional Amended Cost (Jan 2023-Dec 2025)	Additional Estimated New Cost (Jan 2026-Dec 2026)
PreventionCloud Portal & Online Services	\$2.50 per employee per month	7,400	\$342,000 x 3 years	-\$13,500	\$222,000 (\$55,500 quarterly)
PreventionCloud portal and services provided to non-eligible population	\$4.75 per person per month		-	\$4.75x1000 (approx. extra charged in actual during Jan 2023-Aug 2025) x 32 months = \$1,036.75	-
<i>Note: Employee spouses/partners are included in the per-employee pricing at no additional charge. Non-employees are provided access via a separate platform that allows health assessment access but not participation in employee-only wellness activities or incentives.</i>					

Program	Pricing	Employee Count each year (approx.)	Original Contract Cost (Jan 2023-Dec 2025)	Additional Amended Cost (Jan 2023-Dec 2025)	Additional Estimated New Cost (Jan 2026-Dec 2026)
Onsite Program Support not listed below	\$255,000		\$105,000 x 3 years	\$85,000	\$255,000 (\$63,750 quarterly)
Lifestyle coaching	\$2.25 per employee per month	7,400	Included in Prevention Cloud Fee	\$66,600	\$199,800 (\$49,950 quarterly)
Massage Therapists	At hourly rate based on requested usage		\$45,000 x 3 years	-	\$45,000 (\$11,250 quarterly)
Wellness Prizes			\$25,000 x 3 years	-	\$25,000 (\$6,250 quarterly)
Exercise instructors	At hourly rate based on requested usage		\$5,000 x 3 years	\$1,833	\$10,050 (\$2,512.50 quarterly)
<b>Total to be paid quarterly</b>					\$756,850 (\$189,212.50 quarterly)
<b>Total Annual Costs</b>			\$2,090,850	\$140,970 (estimated extra cost for Jan 2023 - Dec 2025)	\$936,800 (estimated)
<b>Total Contract Cost</b>			<b>Not to exceed \$3,500,000</b>		

**Exhibit C (eff. 9/1/25)**

**County of San Mateo Performance Measures (Effective September 1, 2025)**

Zomo Health offered a performance guarantee of annual PEPM (per employee per month):

<b><u>Description</u></b>	<b><u>Metric</u></b>	<b><u>At risk</u></b>
Engagement Performance Guarantee	50% engagement*	3% of the total annual per employee per month program fee at risk

\* Engagement defined as logging in and completing one activity; Guarantee is based on the incentive where timeframe remaining the same.

Contractor guarantees that the Wellness Program will meet the performance standards outline below:

1. Scope of Guarantee – Contractor guarantees the timely and satisfactory performance and delivery of the following deliverables:
  - a. Requested marketing materials such as but not limited to flyers, email, postcards, promotional items through the platform
  - b. Reporting such as but not limited to health reports, end-of-year reports, engagement updates
2. Performance Standards:
  - a. Agreed upon deadlines in writing
  - b. Meet quality and technical specifications
3. Remedies for Non-Performance:
  - a. Contractor's will issue a credit equal to 3% of the total annual per employee per month program fee to be applied towards the following fiscal year's fees
4. Limitations – guarantee does not apply to failures caused by:
  - a. Force Majeure events
  - b. Changes in project scope not agreed upon in writing
  - c. County's failure to provide required access or information