

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HELUNA HEALTH**

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this 31st day of December, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Public Health Foundation Enterprises, Inc. dba Heluna Health, hereinafter called "Contractor";

W I T N E S S E T H:

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 March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on December 4, 2020, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for the recruitment, hiring, management and oversight of personnel under this agreement (Agreement No. 80511-F21-D176, also referenced herein as the "Agreement"); and

WHEREAS, the parties now wish to amend the Agreement to add certain provisions to increase the number of contact tracers from 25 contact tracers to 50 contact tracers and 2 contact tracer team leads, to replace Exhibit A with Exhibit A1 (rev. December 24, 2020), to replace Exhibit B with Exhibit B1 (rev. December 24, 2020), to increase the amount not to exceed from FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000), , the consideration for which is hereby acknowledged.

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

1. Section 1 – Exhibits and Attachments is amended and restated in its entirety to read as follows:

Exhibit A1 – Services
Exhibit B1 – Payments and Rates
Attachment E – Emergency Agreement Provisions
Attachment H–HIPAA Business Associates Requirements

2. Section 3 - Payments is amended and restated in its entirety 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. 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 (\$3,500,000.00). 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.

3. All other terms and conditions of Agreement No. 80511-F21-D176 dated December 4, 2020, between the County and Contractor shall remain in full force and effect.

- 4.

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

For Contractor: Public Health Foundation Enterprises, Inc. Heluna Health

Peter Dale
Digitally signed by Peter Dale
Date: 2021.02.19 07:34:50 -08'00'

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

County Signature

Date

County Name, Title (please print)

Exhibit A1 (rev. December 24, 2020)

In consideration of the payments set forth in Exhibit B1 and subject to the terms of the Agreement, Contractor shall provide the following services:

The County desires that Heluna Health provide Emergency and Non-Emergency personnel in support of the public health system. Heluna Health shall manage all personnel related activities concerning administering payroll and benefits, by acting as the fiscal intermediary and have the ability to support the staffing requirements set forth in this agreement. Accordingly, Heluna Health will be responsible for the recruitment, management, hiring and oversight of all personnel specified in this Agreement.

50 Contact Tracers to work at least 24 hours a week with an additional requirement that at least **50** contact tracers would work 8 hours on holidays (10 Federal Holidays).

2 Contact Tracer Team Leads to work at least 40 hours a week with an additional requirement that at least **1** would work 8 hours on holidays (10 Federal Holidays).

This contract covers approximately **(2,080)** hours each for **50** contact tracers and **2** contact tracer team leads. The contact tracers are expected to work from home. San Mateo County will provide laptops on loan due to privacy and security concerns.

Under the leadership and guidance of a Senior Communicable Disease Investigator (SCDI) Contact Tracers will interview, evaluate, monitor clients, provide education and guidance and isolation/quarantine parameters based on the San Mateo County, California Department of Public Health, and Centers for Disease Control and Prevention (CDC) guidelines. The Contact Tracer will use provided scripts and follow standard operating procedures and document findings on a web-based data collection platform. If needed, the Contact Tracer will refer the contact to isolation and quarantine resources and/or testing, as outlined by standard operating procedures. The Contact Tracer will also attend training as part of their orientation and onboarding and will comply with state and federal regulatory requirements related to protected health information and privacy.

Ontop of the duties of a contact tracer as stated above, the Contact Tracer Team Leads would provide supervision, leadership and admin support to the 50 contact tracers including signing timesheets and supporting the coordination of schedules.

Exhibit B1 (rev. December 24, 2020)

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:

The 50 Contact Tracers will be compensated at THIRTY-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$34.25) per hour with a benefit rate of 12.4% for part-time and 24.8% for full time.

The 2 Contact Tracer Team Leads will be compensated at THIRTY-SIX DOLLARS AND EIGHTEEN CENTS (\$36.18) per hour with a benefit rate of 12.4% for part-time and 29.1% for full time.

Heluna Health will collect an indirect rate of 12.8% as justified by their approved indirect rate plan. The total of this contract shall not exceed \$ THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00).

Overtime Pay:

In accordance to alternate work schedules, personnel may be required to work overtime, with prior approval by both parties. Overtime will not be calculated until after the full 8-hour work day requirement has been met. On an alternate work schedule (e.g., 12-hour work day for Emergency Medical Technicians), overtime does not start until the employee's full scheduled shift has been completed. Exempt employees are not eligible for overtime. Non-Exempt employee overtime is at a rate of 1.5 of hourly rate.

Invoice submission: Heluna Health will submit invoices monthly with payment terms net 30 days. Invoices should include timesheets for each contact tracer. Invoices will be based on actual salaries and benefits cost per contact tracer employed plus Heluna Health's 12.8% indirect rate OR Heluna Health has the option of billing the indirect rate at the beginning of the term of this contract.

Contractor will submit detailed invoices to the County on a monthly basis to include billed hours for each position, hours billed at applicable rates, locations where Contractor's assigned personnel are working and supporting documentation including timesheets or time logs for staff with a description of the work performed and no greater than quarter hour billing increments. Contractor will certify the timesheets and/or time logs.