

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PUBLIC HEALTH ENTERPRISES, INC. dba HELUNA HEALTH**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this 7th day of December 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Public Health 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 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, on December 31, 2020, the parties amended the agreement to increase the number of contact tracers, to replace Exhibit A with Exhibit A1, to replace Exhibit B with Exhibit B1 and to increase the amount not to exceed from FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000); and

WHEREAS, on March 1, 2021, the parties amended the agreement to add certain provisions to increase the number of contact tracers from 50 contact tracers to 77 contact tracers and 2 contact tracer team leads to 5 contact tracers, to replace Exhibit A1 with Exhibit A2 (rev. March 1, 2021), and to replace Exhibit B1 with Exhibit B2; and

WHEREAS, on May 18, 2021, the parties amended the agreement to extend the term of the agreement and increase the amount not to exceed SIX MILLION DOLLARS (\$6,000,000) and

WHEREAS, the parties now wish to amend the agreement to replace Exhibit A2 with Exhibit A3 (rev. December 07, 2021), to replace Exhibit B2 with Exhibit B3 (rev. December 07, 2021), to increase the amount not to exceed from SIX MILLION DOLLARS (\$6,000,000) to TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000), and to extend the term of the agreement, 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 A3 – Services
Exhibit B3 – Payments and Rates
Attachment E – Emergency 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 A3, County shall make payment to

Contractor based on the rates and in the manner specified in Exhibit B3. 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 TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000.00). 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. Section 4 - Term is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 23, 2020, through June 30, 2022.

4. Exhibit A2 is hereby replaced by Exhibit A3 attached hereto.

5. Exhibit B2 is hereby replaced by Exhibit B3 attached hereto.

6. All other terms and conditions of the agreement dated December 31, 2020, 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: Public Health Enterprises dba Heluna Health

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A3 (rev. December 07, 2021)

In consideration of the payments set forth in Exhibit B3 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.

Directed by the County to help support COVID-19 pandemic response and communicable disease investigation by ensuring adequate hiring levels, based on County need, of necessary personnel such as: lead contact tracers, contact tracers, epidemiologists, to cover all shifts seven days a week and including federal and state holidays.

Due to the remote-work nature of these positions the 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.

On top of the duties of a contact tracer as stated above, the contact tracer team leads will provide supervision, leadership and administrative support to the contact tracers to include timesheet approval and support the coordination of schedules.

Exhibit B3 (rev. December 07, 2021)

In consideration of the services provided by Contractor described in Exhibit A3 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Heluna Health will collect an indirect rate of 12.8% MTDC as justified by their approved indirect rate plan. The total of this Contract shall not exceed TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000.00).

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 workday 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% MTDC indirect rate OR Heluna Health has the option of billing the indirect rate with the execution of this amendment.

Contractor will submit detailed invoices to the County monthly 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.