



WORK ORDER AGREEMENT

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the Local Health Department identified below (hereafter "Local Health Department") and sets forth the terms and conditions between Client and Local Health Department, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate Local Health Department as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever. (HELUNA HEALTH and Local Health Department shall be referred to herein individually as a "party" and collectively as the "parties").

I. IDENTIFIED PARTIES

CLIENT

Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN: Rochelle McLaurin, Deputy Director
ELCCCOVID19Invoices@helunahealth.org

LOCAL HEALTH DEPARTMENT

San Mateo County
Public Health Policy and Planning
225 37th Avenue
San Mateo, CA 94403
ATTN: Louise Rogers, Chief of the Health System
LRogers@smcgov.org
(650) 573-2532

Grant#: 6NU50CK000539-01-08 DHHS-CDC CFDA#: 93.323

Program#: 0187.4580

II. **TERM.** Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on **5/1/2020** and term on **3/31/2022**.

III. **SERVICES AND COMPENSATION.** Local Health Department shall perform the services (the "Services") described below and as described in Attachment A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1. Identified Parties for Local Health Department and at such other location as may be set forth in the SOW.

(a) **Services.** Local Health Department shall perform all services as stated in the SOW. Local Health Department shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Local Health Department maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Local Health Department as a business operator or to perform the Services.

(b) **Payment.** HELUNA HEALTH agrees to compensate the Local Health Department on a **Cost-Reimbursable Contract. See Attachment A "Budget" for line item budget detail.** Local Health Department shall be compensated only for Services actually performed and required as set forth herein and any services in excess will not be compensated. The total compensation payable to the Local Health Department hereunder shall be as set forth below: A total to not exceed **\$444,932.00**.

If for any reason Local Health Department receives an overpayment of amount described above, Local Health Department shall promptly notify HELUNA HEALTH or such and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) **Invoice.** Invoices shall be submitted: **Monthly, No Later than 30 Days after month end. See Attachment C for "Required Invoice Template."**

Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after HELUNA HEALTH's receipt of the invoice and required back up documentation. Local Health Department shall submit invoices to the attention of the contact person identified by HELUNA HEALTH. All final invoices must be received within 45 days of the expiration or termination of this Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Local Health Department waives all rights to payment under such invoices. Local Health Department shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Local Health Department or its employees as a result of or in connection with the Services performed by Local Health Department hereunder.


(d) **Budget Modifications.**

The budget may be modified accordingly:

- Informal Budget Modification: Two (2) times throughout the term of this agreement. The informal budget modification must be a change of <10% of the total budget. The request must be in writing to ELCCCOVID19Invoices@helunahealth.org. Any informal budget modification request must be submitted thirty (30) days before the end of the agreement term.
- Formal Budget Modification: Two (2) times throughout the term of this agreement. The formal budget modification must be a change of 10% or greater of the total budget. The request must be in writing on agency letterhead to ELCCCOVID19Invoices@helunahealth.org. Any formal budget modification request must be submitted sixty (60) days before the end of the agreement term.

IV. **INSURANCE.** Local Health Department, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverage set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of such insurance coverage shall be provided to HELUNA HEALTH by Local Health Department prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

V. **AUTHORIZED SIGNERS.** The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.


9/8/20

Signature & Date
Heluna Health

Signature & Date
San Mateo County Public Health Policy and Planning

Name & Title

Signature & Date

Name & Title

Signature & Date

Name & Title

TERMS AND CONDITIONS

1. **INDEPENDENT LOCAL HEALTH DEPARTMENT RELATIONSHIP.** Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Health Department relationship. Local Health Department shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

HEALTH pension, health, or other fringe or employee benefit plans. Only personnel hired as HELUNA HEALTH employees will receive fringe benefits.

4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning Local Health Department or the employees of Local Health Department. All persons hired by Local Health Department to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Local Health Department unless specifically indicated otherwise in an agreement signed by all parties. Local Health Department shall immediately provide proof of insurance, including Workers' Compensation insurance and General Liability insurance, covering said employees, upon request of HELUNA HEALTH.

5. **EQUIPMENT AND SUPPLIES.** Local Health Department or Jurisdiction shall provide all necessary equipment, materials and supplies required by Local Health Department to perform the Services.

6. **TERMINATION.** HELUNA HEALTH may terminate this Agreement without cause at any time by giving written notice to Local Health Department at least 15 days prior to the effective date of termination. Either party may terminate this Agreement with reasonable cause effective immediately by giving written notice of termination for reasonable cause to the other party. Reasonable cause shall mean: (A) material violation or breach of this Agreement; (B) any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; (C) cancellation or reduction of funding affecting the Program affecting the Services; or (D) improper use of funds. In the event this Agreement is terminated for reasonable cause by HELUNA HEALTH, Local Health Department shall not be relieved of any liability to HELUNA HEALTH for damages and HELUNA HEALTH may withhold any payments to Local Health Department for the purpose of setoff until such time as the actual amount of damages due to HELUNA HEALTH from Local Health Department is determined.

Upon the expiration or termination of this Agreement, Local Health Department shall immediately return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material, finished or unfinished documents, studies, reports and any and all Confidential Information (as defined below) and Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to Local Health Department until all such items are returned to HELUNA HEALTH.

These Terms and Conditions and any other provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

Local Health Department shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Health Department's Services hereunder. Local Health Department is in control of the means by which the Services are accomplished. Any advice given to Local Health Department regarding the Services shall be considered a suggestion only, not an instruction. HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Health Department to assure its conformity with this Agreement. Local Health Department shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Health Department will not be required to follow or establish a regular or daily work schedule.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Local Health Department or the employees of Local Health Department. Local Health Department shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

Local Health Department understands that Local Health Department is responsible to pay, according to law, Local Health Department's income taxes. If Local Health Department is not a corporation or other legal entity, Local Health Department further understands that Local Health Department may be liable for self-employment (social security) tax, to be paid by Local Health Department according to law. Local Health Department agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of Local Health Department's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of Local Health Department's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Health Department will not be eligible for employment with HELUNA HEALTH within the same calendar year in which Local Health Department performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because Local Health Department is an independent entity, Local Health Department is not eligible for, and shall not participate in, any HELUNA

7. **COMPLIANCE WITH LAWS.** Local Health Department shall comply with all state and federal statutes and regulations applicable to Local Health Department, the Services and the Program in performing Local Health Department's obligations under this Agreement. Local Health Department represents and warrants that neither Local Health Department nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
8. **HIPAA (if applicable).** In the event that Local Health Department's performance under this Agreement may expose Local Health Department to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Health Department agrees to execute and deliver a copy of HELUNA HEALTH's standard Business Associate Agreement or Business Associate sub Local Health Department Agreement, as applicable, as required by HIPAA.
9. **CONFIDENTIALITY AND NON-DISCLOSURE.** HELUNA HEALTH and Local Health Department agree that during the course of this Agreement, Local Health Department may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by HELUNA HEALTH and/or Local Health Department. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary.

Local Health Department expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of HELUNA HEALTH or, if applicable, any third-parties who may have disclosed Confidential Information to HELUNA HEALTH and that the Confidential Information belongs to and shall remain the property of HELUNA HEALTH and such third-parties. Local Health Department further expressly acknowledges that the Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons and Local Health Department agrees to afford HELUNA HEALTH protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in any manner that may be detrimental to HELUNA HEALTH.

Therefore, Local Health Department agrees to hold any and all Confidential Information in the strictest of confidence, whether or not particular portions or aspects thereof may also be available from other sources. Local Health Department shall not disclose Confidential Information in any manner whatsoever, directly or indirectly, or use it in any way whatsoever, either during the term of this Agreement or at any time thereafter, except solely for the purpose of performance under this Agreement. Further, Local Health Department shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of the Confidential Information.

All documents and other items which might be deemed the subject of or related to Confidential Information of HELUNA HEALTH's business, whether prepared, conceived, originated, discovered, or developed by Local Health Department, in whole or in part, or otherwise coming into Local Health Department's possession, shall remain the exclusive property of HELUNA HEALTH and shall not be copied or removed from the premises of HELUNA HEALTH without the express written consent of HELUNA HEALTH. All such items, and any copies thereof, shall be immediately returned to HELUNA HEALTH by Local Health Department upon request at any time and upon termination of this Agreement. This section shall survive expiration or termination of this Agreement.

10. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for two years following its termination, Local Health Department shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Health Department by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if Local Health Department engages in actionable conduct after the two-year period referred to above.

11. **WORKS FOR HIRE.** Local Health Department agrees that all inventions, original works of authorship, developments, concepts, know-how, discoveries, ideas, logos, improvements, trade secrets, secret processes, patents, patent applications, software, platforms, service marks, trademarks, trademark applications, copyright and copyright registrations, whether or not patentable or registerable under copyright, trademark or other similar laws, made, conceived or developed by Local Health Department, in whole or in part, either alone or in connection with others, that relate to the Services under this Agreement or the operations, activities, research, investigation, business or obligations of HELUNA HEALTH (collectively, the "Work Product") are the sole property of the HELUNA HEALTH and all right, title, interest and ownership in all such Work Product, including but not limited to copyrights, trademarks, patents, trade secret rights, trade names, and know-how and the rights to secure any renewals, reissues, and extensions thereof, will vest in the HELUNA HEALTH. The Work Product will be deemed to be "works made for hire" under United States copyright law (17 U.S.C. Section 101 et seq.) and made in the course of this Agreement, and Local Health Department expressly disclaims any interest in the Work Product.

To the extent that the Work Product may not, by operation of law, vest in the HELUNA HEALTH or may not be considered to be works made for hire, all right, title and interest therein are hereby irrevocably assigned to the HELUNA HEALTH. Local Health Department understands that HELUNA HEALTH may register the copyright, trademark, patent and other rights in the Work Product in HELUNA HEALTH's name and Local Health Department grants HELUNA HEALTH the exclusive right, and appoints HELUNA HEALTH as attorney-in-fact, to execute and prosecute in Local Health Department's name as author or inventor or in HELUNA HEALTH's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right or interest in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. Local Health Department hereby agrees to sign such applications, documents, assignment forms and other papers as the HELUNA HEALTH requests from time to time to further confirm this assignment and Local Health Department agrees to give the HELUNA HEALTH and any person designated by the HELUNA HEALTH any reasonable assistance required to perfect and enforce the rights defined in this section. Local Health Department further understands that the HELUNA HEALTH has full, complete and exclusive ownership of the Work Product. In the event the aforementioned assignment is invalid, Local Health Department grants HELUNA HEALTH a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of the Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicenses. Local Health Department agrees not to use the Work Product Property for the benefit of anyone other than HELUNA HEALTH without HELUNA HEALTH's prior written permission.

All rights, interest and ownership to the Work Product granted or assigned to HELUNA HEALTH hereunder shall be subject to any rights of the Program under HELUNA HEALTH's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** Local Health Department hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, Local Health Departments, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "Local Health Department Indemnified Parties") from and against any and all claims, causes of action, costs, demands, lawsuits, expenses (including, without limitation, attorney's fees and costs), interest, penalties, losses, damages, settlements, liabilities, and any and all amounts paid in investigation or defense incurred by any of the Local Health Department Indemnified Parties arising out of or resulting from: (i) Local Health Department's (or its agents', subcontractors' or employees') performance of the Services; (ii) Local Health Department's (or its agents', subcontractors' or employees') default, non-performance or breach of this Agreement, including any representations, warranties, or certifications; (iii) any alleged or actual acts or omissions of Local Health Department (or its agents, subcontractors or employees) relating to services provided outside the scope of this Agreement; (iv) Local Health Department's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation; or (v) any claims or actions that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.

If any lawsuit, enforcement or other action is filed against any of the Local Health Department Indemnified Parties Local Health Department for which the Local Health Department Indemnified Parties are entitled to indemnification pursuant to this Agreement, Local Health Department and such other Local Health Department Indemnified Parties may elect to have Local Health Department, Local Health Department's sole expense, take control of the defense and investigation of such lawsuit or action using attorneys, investigators and others reasonably satisfactory to Local Health Department. The parties shall cooperate in all reasonable respects with the investigation, trial, and defense of any such lawsuit or action and any appeal arising from it. The terms of this section shall survive the termination of this Agreement.

13. **RECORD RETENTION AND ACCESS TO RECORDS.** Local Health Department agrees to retain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services, including, but not limited to,

evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Health Department's performance under this Agreement. Local Health Department shall retain all such records for a period of not less than seven (7) years after final payment is made under this Agreement and all pending matters are closed or longer if required by (i) HELUNA HEALTH's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4.700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commenced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action shall be retained until full completion and resolution of the litigation, claim, negotiation, audit or other action.

Local Health Department agrees that HELUNA HEALTH, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.
16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by Local Health Department of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Local Health Department from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: Identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Local Health Department without the prior written approval and consent of HELUNA HEALTH.

23. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signed counterpart delivered by electronic mail or facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.

24. **FEDERAL TERMS AND CONDITIONS.**

- A. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause ("Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.
- B. **Davis-Bacon Act and Copeland "Anti-Kickback" Act.** To the extent this Agreement is for construction services (new construction or repair), Local Health Department agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference
- C. **Contract Work Hours and Safety Standards Act.** To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.
- D. **Clean Air Act and Federal Water Pollution Control Act.** To the extent this Agreement is in excess of \$150,000, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Health Department further agrees to report any violations of the foregoing to HELUNA HEALTH and the Regional Office of the Environmental Protection Agency.
- E. **Debarment and Suspension Certification.** Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.
- F. **Byrd Anti-Lobbying Amendment Certification.** To the extent this Agreement is in excess of \$100,000, Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ATTACHMENT A

Statement of Work (SOW), Budget, and Reporting

Statement of Work

Activity 1 - Milestone 1	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
	Planned Activity <i>(Provide a title for this milestone)</i>	Expand Contact Tracing Workforce
	Implementation Plan <i>(Bulleted items or brief sentences)</i>	San Mateo County has a population of approximately 767,000 (U.S. Census) residents. Using the ASTHO capacity assessment San Mateo County at minimum should have a workforce of least 115 case investigation and contact tracers trained. This will allow our county to meet the benchmark for at least 15 contact tracers per 100,000 residents. We have an existing workforce of 30 case investigation and contact tracers and will train an additional 85 County staff, 45 staff from San Mateo County Health and 40 staff from other County departments on how to follow up with individuals who have been in contact with positive COVID-19 cases. To sustain contact tracing over time, San Mateo County Health will request and train approximately 35 additional County employees from other departments when applicable for a total of 150 contact tracers. A training course developed by SMC will be made available on line via our LMS system. All staff will be initially required to complete the CDC/ASTHO contact tracing academy online and upload the certificate of completion into our LMS system. HIPAA training will also be required. Ongoing recruitment and training of staff will be done as needed to ensure a stable and adequate workforce of contact tracers.
	Applicant capacity: What is the current capacity to perform this milestone?	As of June 1, 2020, 30 county employees have been trained to conduct case investigation and contact tracing and follow up with individuals who have been in contact with positive cases. Recruitment and training of the other 85 individuals will be completed by August 2020.
Expected Achieve By Date <i>(select from drop down)</i>	August 2020	

Activity 1 - Milestone 2	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
	Planned Activity <i>(Provide a title for this milestone)</i>	Expand Communicable Disease Management, Supervisory and support staff to support case investigation and contact tracing expansion.
	Implementation Plan <i>(Bulleted items or brief sentences)</i>	Hire 29 new, fulltime, communicable disease control focused management, supervisory and support to enhance case investigation staff. Management/Supervisor positions that will be hired during June through December including but not limited to at least; 1 Clinical Services Manager-Nurse, 1 Program Services Manager, 1 Health Services Manager and

		<p>1 Community Program Supervisor. Additional support positions that will be hired between June and September include but is not limited to 6 Senior Communicable Disease Investigators (3 permanent; 3 term), 2 Epidemiologists, 8 Clinical Nurses, 8 Community Health Worker II and 1 Community Program Specialist. Our objective will be to fund 1.0 FTE term Senior Communicable Disease Investigators with this grant. Staff will be trained in SARS-CoV-2 case investigations, specimen collection and oversee the contact tracing staff work distribution. This will allow for flexible staffing and provide surge capacity should cases spike. Also, it will ensure Public Health may resume routine timely investigations of non-SARS-CoV-2 infectious disease cases in San Mateo County.</p>
	Applicant capacity: What is the current capacity to perform this milestone?	<p>Currently San Mateo County acute infectious disease team is comprised of public health nurses, senior communicable disease investigators, communicable disease investigators, medical office specialist, a supervisor, manager and communicable disease controller. With the current numbers of cases of SARS-CoV-2 in the county, reassigned staff can investigate those; however, reassigned public health staff will eventually need to be redirected to assist with other non-SARS-CoV-2 case investigations and follow up including but not limited to STD/HIV/TB.</p>
	Expected Achieve By Date <i>(select from drop down)</i>	December 2020

Activity 1 - Milestone 3	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
	Planned Activity (Provide a title for this milestone)	Develop and Implement Local Contact Tracing Platform.
	Implementation Plan (Bulleted items or brief sentences)	Public Health has invested in two software platforms aimed at carrying out the work in an optimally effective and efficient manner which may result in lower required staffing levels. An electronic case management platform, REDCap, enables efficient distribution of workload, data entry and contact investigation and tracing and a texting platform, Qualtrics, enables efficient monitoring through texting, email or phone reducing wasted time responding and waiting on missed phone contact attempts. To implement, administer and sustain Qualtrics will require funding an additional 0.25 FTE Epidemiologist with grant.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently all cases are investigated and contacts traced in REDCap. Qualtrics will be used eventually to monitor contacts of cases during their quarantine periods. There is at least 2 full-time epidemiologist that administer and manage REDCap.
	Expected Achieve By Date <i>(select from drop down)</i>	October 2020

Activity 2: Improve morbidity and mortality surveillance

Activity 2 - Milestone 1	Planned Activity (Provide a title for this milestone)	Enhance community-based surveillance
	Implementation Plan (Bulleted items or brief sentences)	The SMC Office of Epidemiology & Evaluation (OEE) plans to implement additional community-based surveillance by partnering with Boston Children's Hospital (BCH) to receive data for the county from the Covid Near You and Flu Near You initiatives. OEE is also exploring waste water surveillance for COVID-19 in partnership with Stanford University and UC-Berkeley for early detection of changes in the movement of the virus county-wide, as well as specifically for SNFs and other congregate care sites. Lastly, OEE has been in discussions with Kinsa to distribute thermometers across the county as a way to monitor increases in fever and other symptoms as an early warning system for hotspots/clusters of COVID-19 within the county, as well as providing data to help focus testing efforts. OEE is recruiting for 2 Epidemiologist to assist with these tasks. An additional 0.125 FTE of an epidemiologist time is needed.
	Applicant capacity: What is the current capacity to perform this milestone?	We have obtained a DUA from BCH for the Covid Near You/Flu Near You; OEE is completing the DUA and then will send to County Counsel for final review. The Supervising Epidemiologist has joined a working group led by UC-Berkeley to develop a plan for conducting wastewater surveillance for COVID across the Bay Area counties. OEE is talking with SMC Health leadership about possible next steps for partnering with Kinsa.
	Expected Achieve By Date (select from drop down)	December 2020

Activity 2 - Milestone 2	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Monitor and report COVID-19 cases and deaths.
	Implementation Plan (Bulleted items or brief sentences)	COVID-19 cases will continue to be captured in the CalREDIE reporting system and case managed in the SMC REDCap system. Data on cases is extracted from REDCap on a daily basis and posted externally on a public-facing dashboard on the SMC Health website. COVID-19 deaths are tracked and reconciled through a collaborative process between OEE and the SMC Vital Statistics program using the CDPH Vital Records Business Intelligence System (VRBIS) as the gold standard; new deaths are reported out twice a week and updated on the public-facing dashboard. For both cases and deaths, the dashboard breaks out the data by age, gender, and race/ethnicity. Currently case counts are reported out; OEE is working on providing case rates.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently the Supervising Epidemiologist, and 9 other individuals working on or assisting the Epi team, compile all of the data for monitoring and reporting COVID-19 cases and deaths. These efforts will be enhanced in July 2020 with the onboarding of two additional Epidemiologist positions.
Expected Achieve By Date (select from drop down)	July 2020	

Activity 2 - Milestone 3	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Expand syndromic surveillance data reported to CDC NSSP.
	Implementation Plan (Bulleted items or brief sentences)	OEE will work with SMC Health IT (HIT) and Santa Clara County Health on incorporating additional levels of patient class data from the hospitals that provide data feeds to SMC's NSSP BioSense/ESSENCE system. Currently, only ED data is received from the 4 participating hospitals within the county; ED and outpatient data is received from Stanford Hospital located in Santa Clara County. Additionally, OEE will connect with Sequoia Hospital to determine if they are ready to onboard to the system. We plan to fund a 0.125 FTE Epidemiologist to sustain this project.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently the Supervising Epidemiologist is the site administrator for BioSense/ESSENCE, and is assisted by an Informatics Epi and a Health IT staff person. The ability to augment and analyze data from SMC's NSSP BioSense/ESSENCE syndromic surveillance system will be enhanced by two additional Informatics Epidemiologist positions that will be onboarded in July 2020.
Expected Achieve By Date (select from drop down)	November 2020	

Activity 2 - Milestone 4	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Create key Public Health COVID-19 indicators dashboard
	Implementation Plan (Bulleted items or brief sentences)	The Office of Epidemiology and Evaluation will create a dashboard of Key Public Health Indicators that can be used to measure against standards to determine if the objective has been met or needs improvement. Measures will be extracted from the hospital system, cases, testing data, contact tracing data and PPE. Indicators will be separated out into at least 3 colors. Green indicating the objective has been met, yellow objective has almost been met and red indicating that the condition may be worsening and may prompt dialing back reopening and or monitoring facilities for SIP compliance.
	Applicant capacity: What is the current capacity to perform this milestone?	A Supervising Epidemiologist, and 9 other epidemiologists will work on creating the key indicators dashboard.
Expected Achieve By Date (select from drop down)	July 2020	

Activity 3 - Milestone 1	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	Expand testing capacity to test asymptomatic and symptomatic contacts of cases, residents in congregate care settings and vulnerable populations
	Implementation Plan (Bulleted items or brief sentences)	San Mateo County has a population of approximately 767,000 (U.S. Census) residents and plans to expand testing to achieve at least 1151 tests daily. This is based upon the California Department of Public Health recommended standard of 1.5 test per 1,000 population. The Bay Area Health Officers recommend achieving 2.0 per 1,000 population or 1534 test per day. On occasion we have met or have exceeded these

	objectives (see the following: https://www.smchealth.org/san-mateo-county-covid-19-and-other-health-data). To expand this current strategy necessary to detect as many positive cases in the county as feasible early, so effective mitigation strategies can be initiated will require additional platforms, scribes, nurses and microbiologists. We will add staffing and new platforms to expand the current number of tests per day in the public health lab to achieve the state standard. This will allow San Mateo County Health to focus on four key strategies: 1) testing all contacts of cases 2) testing asymptomatic and symptomatic residents and staff in congregate care settings, jails and homeless shelters/encampments 3) increase community testing in response to COVID-19 clusters and outbreaks due to crowded housing and other factors, etc. 4) ensure equitable access to testing by promoting the use of drive-up testing rotated in areas with low testing and high positivity rates if available.
Applicant capacity: What is the current capacity to perform this milestone?	As of June 1, 2020, 5 San Mateo County microbiologists and the public health laboratory director have been trained to perform COVID-19 testing for SARS CoV-2 several platforms including but not limited to the ABI 7500 DX, Hologic Panther and Cepheid GeneXpert. Currently the public health lab is able to process 70 specimens a day. The public health lab has an agreement with UCSF to test at least 100 specimens a day. The public health lab is also developing an MOU with Stanford University to test at least 100 specimens a day from congregate care facilities. In addition, the communicable disease control team has redirected five public health nurses to collect specimens in community settings
Expected Achieve By Date (select from drop down)	August 2020

Activity 3 - Milestone 2	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	Expand local public health lab capacity to increase testing to support testing all contacts of cases and support mass testing in congregate care sites.
	Implementation Plan (Bulleted items or brief sentences)	To support testing asymptomatic & symptomatic contacts of cases, mass testing in congregate care sites, and clusters and outbreaks in neighborhoods, increased specimen collection and higher testing throughout is needed. This will be accomplished by increasing testing capacity for specimen processing in the PH Lab from 70 tests per day to 1,200 tests per day with a turnaround time within 48 hours. We will hire additional staff that can collect specimens in the field. We propose hiring 8 clinical nurses and 8 community health workers that will create 8 teams of 2 capable of collecting at least 288 specimens a day or 1,440 specimens/week by September 1, 2020. We will hire 2 microbiologists and 1 Assistant Public Health Laboratory Director to support high throughput testing using the Hologic Panther by November 1, 2020. We plan to fund 0.27 term microbiologist and 0.9 Community Health Worker with this grant.
	Applicant capacity: What is the current capacity to perform this milestone?	The Public Health Lab is currently comprised of 1 Director, 1 Supervising Public Health Microbiologist, 5 Microbiologist, 1.0

		Microbiologist trainee, 3.0 Laboratory Assistant, 1 Lab Aspire Fellow and 1.0 Medical Office Assistant
	Expected Achieve By Date <i>(select from drop down)</i>	November 2020

Activity 4 - Milestone 1	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.	
	Planned Activity (Provide a title for this milestone)	Ensure equitable testing by promoting testing of residents in low-income, disadvantaged communities in response to potential clusters and outbreaks.
	Implementation Plan (Bulleted items or brief sentences)	Increase staffing to allow for targeted community based testing by hiring additional swabbing and outreach testing staff to manage testing events in response to outbreaks, clusters, and higher than expected COVID-19 activity in facilities/essential workers and in the community.
	Applicant capacity: What is the current capacity to perform this milestone?	We are currently for 8 community workers that will function as scribes and case and contact investigators related to targeted testing, 1 Special Program Coordinator to coordinate all outreach and analytics and 8 clinical nurses to perform field specimen collection.
	Expected Achieve By Date <i>(select from drop down)</i>	August 2020

Activity 4 - Milestone 2	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.	
	Planned Activity (Provide a title for this milestone)	Develop resources to support congregate settings (e.g., SNFs, LTCFs, ALFs, etc.) to prevent and control transmission of COVID-19.
	Implementation Plan (Bulleted items or brief sentences)	Routinely review guidance and recommendations for congregate settings issued by CDPH, CDC, Licensing & Certification, and Department of Social Services. Create and maintain checklists, mass testing strategies, line lists, and other templates and resources to support congregate settings. Create COVID-19 web page for providers and facilities to increase accessibility resources. Disseminate resources in response to calls, results, distribution list or via health alerts.
	Applicant capacity: What is the current capacity to perform this milestone?	One community program supervisor, staff physician and communicable disease controller will continue to work to develop, revise and maintain-checklists, mass testing strategies, web pages, line lists, and other templates and resources to support congregate settings.
	Expected Achieve By Date <i>(select from drop down)</i>	July 2020

Activity 4 - Milestone 3	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.	
	Planned Activity (Provide a title for this milestone)	Monitor, enhance and deliver timely wrap-around services for high-risk or vulnerable cases and contacts unable to isolate and quarantine properly.
	Implementation Plan (Bulleted items or brief sentences)	Coordinate, assess and manage the need for food, housing, transportation, emergency cash assistance and other wrap around services so cases and contacts can safely complete their isolate and quarantine periods.

	Applicant capacity: What is the current capacity to perform this milestone?	As of June 1, 2020, 30 county employees have been trained to conduct case investigation and contact tracing and follow up with individuals who have been in contact with positive cases. Recruitment and training of the other 85 individuals will be completed by August 2020.
	Expected Achieve By Date <i>(select from drop down)</i>	August 2020

Activity 5 - Milestone 1	Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).	
	Planned Activity (Provide a title for this milestone)	Enhance relationship with Division of Global Migration and Quarantine (DGMQ) at San Francisco Airport (SFO).
	Implementation Plan (Bulleted items or brief sentences)	Enhance relationship with DGMQ at SFO to reduce COVID transmission from travelers arriving from other countries by collaborating on the screening and monitoring of international travelers. Utilize a San Mateo County (SMC) Health epidemiologist to track detailed information on travelers with suspect COVID to determine any commonalities such as country of origin, demographic information, and risk factors; share compiled information with SMC CD Control to inform mitigation efforts. Increase communication between DGMQ and SMC Health to regular monthly scheduled meetings at a minimum.
	Applicant capacity: What is the current capacity to perform this milestone?	Current capacity allows for only the Health Officer, CD Controller and Health Emergency Preparedness Officer to have badged access to DGMQ at SFO necessary to respond to disease threats detected through enhanced surveillance efforts. Increase number of staff with badge access including the Division Director, CD Managers, Deputy Health Officer, Epidemiology Manager, 2 Public Health Nurses and SFO surveillance epidemiologist.
	Expected Achieve By Date <i>(select from drop down)</i>	December 2020

Activity 5 - Milestone 2	Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).	
	Planned Activity (Provide a title for this milestone)	Monitor and mitigate COVID-19 introductions from California counties, particularly neighboring jurisdictions, and other states.
	Implementation Plan (Bulleted items or brief sentences)	Maintain and strengthen OOJ communication processes and relationships with neighboring jurisdictions for case investigations, contact tracing and worksite exposures that involve multiple jurisdictions. Conduct network analysis using R software, along with other epidemiological methods, to determine if there are cases/contacts entering San Mateo County from other CA counties and other U.S. states to uncover high risk pathways/situations that may be influencing the spread of COVID-19 in SMC. Share analytical results and information with SMC CD Control and County Health leadership to determine actions needed to be taken to reduce the transmission of COVID-19 in the county. Share possible COVID-19 cases with neighboring jurisdictions using the National Syndromic Surveillance System.

	Applicant capacity: What is the current capacity to perform this milestone?	Two epidemiologists within the SMC Office of Epidemiology and Evaluation (OEE) have the skill sets to conduct network analysis using R software. Designate an individual within the CD program or amongst surge staff to conduct the OOJ communication process with other jurisdictions.
	Expected Achieve By Date <i>(select from drop down)</i>	October 2020

Activity 6 - Milestone 1	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	Improve accuracy of hospital data using daily ReddiNet poll data from hospitals
	Implementation Plan (Bulleted items or brief sentences)	In collaboration, the Division of Emergency Medical Services and Office of Epidemiology and Evaluation will produce a report for public health and the healthcare system that will monitor hospitalization status (overnight, etc.), the number of COVID-19 admits in the last 24 hours, hospitalized COVID-19 patients in the ICU or not, the number of available ICU beds, available medical/surgical beds and the number of ventilators in use or available. Ongoing support from epidemiology will be needed to sustain this report and ensure it is reported daily.
	Applicant capacity: What is the current capacity to perform this milestone?	A Supervising Epidemiologist, and 9 other epidemiologist work on or assist with this project. Additional epidemiological capacity will be needed to support this function. We are currently recruiting for 2.0 epidemiologists.
	Expected Achieve By Date <i>(select from drop down)</i>	August 2020

Activity 6 - Milestone 2	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	Implement electronic case reporting (eCR) for COVID-19 and other reportable diseases.
	Implementation Plan (Bulleted items or brief sentences)	OEE will work with SMC Health IT, CDPH CalREDIE, hospitals, and other partners to implement eCR across the county. This work will build off of previous conversations OEE has had with both HIT and Stanford University in regards to utilizing eCR for improving the reporting of COVID-19 cases and associated demographic and medical information.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently the Supervising Epidemiologist and the Informatics Epidemiologist have been working on this; these efforts will be greatly enhanced in July 2020 with the onboarding of two additional full-time, permanent Informatics Epidemiologist positions.
	Expected Achieve By Date <i>(select from drop down)</i>	December 2020

Activity 7 - Milestone 1	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.	
	Planned Activity (Provide a title for this milestone)	Create COVID-19 testing maps
	Implementation Plan (Bulleted items or brief sentences)	The Office of Epidemiology and Evaluation will create a series of community test maps that can be used to identify communities and neighborhoods with low test rates and high positivity rates based on demographic and other risk factors,

		that can be used to target COVID-19 testing in San Mateo County.
	Applicant capacity: What is the current capacity to perform this milestone?	A Supervising Epidemiologist, and 9 other epidemiologists will work on creating these products. Additional epidemiological capacity will be needed to support this function. We are currently recruiting for 2.0 FTE epidemiologists.
	Expected Achieve By Date (select from drop down)	August 2020

Activity 7 - Milestone 2	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.	
	Planned Activity (Provide a title for this milestone)	Create underlying medical condition profile report for all COVID-19 Cases, and a profile report for COVID-19 contacts.
	Implementation Plan (Bulleted items or brief sentences)	The Office of Epidemiology and Evaluation will create a report of underlying medical conditions amongst SMC COVID-19 cases by geography, demographics, hospitalization and death. The report will also include % of cases without insurance, living in crowded housing, and in need of services including food, clothing, medication and transportation. A separate report will be produced for contacts, separating out those contacts who become symptomatic, including information such as housing situation and the need for services.
	Applicant capacity: What is the current capacity to perform this milestone?	A Supervising Epidemiologist, and 9 other epidemiologists will work on creating a dashboard in the Qualtrics platform to track this data/information. The reports will be generated from the dashboard. Additional epidemiological capacity will be needed to support this function. We are currently recruiting for 2.0 FTE epidemiologists.
	Expected Achieve By Date (select from drop down)	September 2020

Activity 7 - Milestone 3	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.	
	Planned Activity (Provide a title for this milestone)	Estimate the number of residents in San Mateo County not complying with mitigation measures.
	Implementation Plan (Bulleted items or brief sentences)	The Office of Epidemiology and Evaluation will disseminate a survey via the Nextdoor platform to estimate the proportion of the SMC population that are not complying with mitigation measures, including but not limited to the percent of the population wearing and not wearing facial coverings in public places, etc. The Nextdoor Survey data will be cross referenced against other data sources including but not limited to emails and/or telephone complaints, etc.
	Applicant capacity: What is the current capacity to perform this milestone?	A Supervising Epidemiologist, and 9 other epidemiologists will work on creating, administering, analyzing and generating a report of the results on a monthly basis. Additional epidemiological capacity will be needed to support this function. We are currently recruiting for 2.0 FTE epidemiologists.
	Expected Achieve By Date (select from drop down)	September 2020

Budget

Expenditure Type	Expenditure Name	Employee Status	Max # of Hours (if hourly employee)	(if available)	Salary/Hourly Rate	Total % Budgeted	Months Position Budgeted	Original Budget	
				Monthly Salary/Hourly Range (per budget)					
Position Title	1.0 Senior Communicable Disease Investigator	New		\$	7,611.06	43.91	1.00	18	\$ 127,865.81
Position Title	1.0 Epidemiologist II	New		\$	9,048.00	52.20	0.50	18	\$ 76,003.20
Position Title	1.0 Microbiologist	New		\$	9,581.86	55.28	0.27	18	\$ 42,658.44
Position Title	1.0 Community Health Worker	New		\$	5,515.46	31.82	0.90	18	\$ 83,393.76
Total Salaries and Wages									\$ 329,921.20
Total Personnel									\$ 329,921.20
Supplies									
SP- Other Supplies (specify)	See itemized list of supplies-1 Month Stock								\$ 3,636.37
Total Supplies									\$ 3,636.37
Other Costs									
OC - Communications	Phones			\$	100.00				\$ 400.00
OC - Computers	Computers			\$	2,200.00				\$ 8,800.00
OC - Other (specify)	ISD Charges			\$	3,297.00				\$ 13,188.00
Total Other Costs									\$ 22,388.00
Total Direct Cost									\$ 355,945.57
FA - Indirect (Use CDPH Approved Cost Rate for ICR)			0.25	Indirect Type					\$ 88,986.39
Total Budget									\$ 444,931.97

Total not to exceed \$444,932.00.

Reporting

Progress Reports

Progress reports are due quarterly by the 30th/31st of the month following the end of the quarter. Progress report will be emailed by the due date to ELCCCOVID19@helunahealth.org.

Mandatory Grant Disclosures

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
 Tonya M. Jenkins, Grants Management Specialist
 Time Solutions LLC
 Office of Grants Services (OGS)
 Office of Financial Resources (OFR)
 Office of the Chief Operating Officer (OCOO)
 Centers for Disease Control and Prevention (CDC)
 pjo6@cdc.gov | 404-498-2399 office

AND

U.S. Department of Health and Human Services
 Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

ATTACHMENT B

Insurance Coverage Requirements

Local Health Department (and any sub Local Health Department may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods while providing services under the Agreement:

General Liability Insurance

- (a) Coverage on an occurrence basis of all operations and premises, independent Local Health Departments, products, completed operations, explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.
- (b) The minimum limits of liability under this insurance requirement shall be not less than the following:
 - (i) General Aggregate Limit \$2,000,000
 - (ii) Each Occurrence \$1,000,000

Workers Compensation & Employer's Liability Insurance

Coverage in accordance with all applicable state laws reflecting the following limits of liability

- (b) Workers' Compensation:
 - (i) California Statutory Benefits
- (b) Employer's Liability:
 - (i) \$1,000,000 Bodily Injury each Accident
 - (ii) \$1,000,000 Bodily Injury by Disease – Policy Limit
 - (iii) \$1,000,000 Bodily Injury by Disease – Each Employee

Comprehensive Automobile Liability Insurance

Coverage for all owned, hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

Professional Liability Insurance

Coverage with minimum limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name HELUNA HEALTH and any related entities identified by HELUNA HEALTH as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A- VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than \$1,000; (v) provide that thirty (30) days written notification is to be given to HELUNA HEALTH prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to HELUNA HEALTH.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JAMES + GABLE INSURANCE BROKERS 1660 Olympic Blvd #325 Walnut Creek, CA 94596	CONTACT NAME: PHONE (925) 943-3264 FAX (925) 932-4260 (A/C. No. Ext): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE County of San Mateo NAIC#	
INSURED County of San Mateo 455 County Center 5th Floor Redwood City, CA 94063-1663 650-363-4387	INSURER A: Safety National Casualty Corp 15105	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			Self-Insured	5/22/20	5/22/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP 4058570 \$1M SIR	5/22/18	5/22/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Heluna Health
 13300 Crossroads Parkway North, Ste. 450
 City of Industry, CA 91746


CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF COVERAGE

<p>Named Member: San Mateo County Health System 455 County Center, 5th Floor Mailstop HRD 163 Redwood City, CA 94063</p>		<p>This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.</p>	
<p>Broker: James & Gable Insurance Brokers 1660 Olympic Blvd. Suite 325 Walnut Creek, CA 94596</p>			
Certificate Number	Effective Date	Expiration Date	Retroactive Date *
HCL-20-1247	07/01/2020 at 12:01 a.m.	07/01/2021 at 12:01 a.m.	07/01/1994 at 12:01 a.m.
<p>Type of Coverage:</p> <p><input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported</p> <p><input checked="" type="checkbox"/> General Liability - Occurrence</p>			
<p>Limits of Liability:</p> <p>\$2,000,000 Per Claim \$4,000,000 Aggregate Per Contract Period</p>		<p>Deductible:</p> <p>\$500,000 Per Claim \$1,000,000 Aggregate Per Contract Period</p>	
<p>Description of Coverage: Evidence of Professional Liability and General Liability coverage is extended to Heluna Health and any related entities as Supplement Member(s) with respect to the ELS CARES Project – Work Order Agreement between Heluna Health and the Named Member.</p>			
<p>Issue Date: August 20, 2020</p>			
<p>Certificate Holder: Heluna Health 13300 Crossroads Parkway North, Suite 450 City of Industry, CA 91746</p>		<p>Authorized Representative:</p> <p style="text-align: center;"></p> <p>Michele Reager, CPCU Senior Director of Underwriting</p>	

* the retroactive date applies to claims made coverage only

BETA Risk Management Authority ("BETARMA")
A Public Entity

AMENDMENT
SUPPLEMENTAL MEMBER WITH SUBLIMITS

Certificate Number: HCL-20-1247	Amendment No: H513-08
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Issued to: San Mateo County Health System		
Effective Date: 07/01/20 at 12:01 a.m.	Expiration Date: 07/01/21 at 12:01 a.m.	Additional Contribution: Per Contract

It is understood and agreed that coverage afforded by this Contract is extended to:

Heluna Health and any related entities

as a **Supplemental Member** pursuant to Section 7.2, but only for legal liability arising out of the acts, errors or omissions of the **Named Member** or a **Subsidiary** solely in the performance of the following contract with the **Named Member** or **Subsidiary**:

ELS CARES Project-Work Order Agreement

It is further understood and agreed that the Limit of Liability for covered **Claims** under this Amendment is \$2,000,000 per **Claim** and \$4,000,000 in the aggregate. These Limits are within, not in addition to, the aggregate Limit of Liability stated on the Certificate of Participation.

This Amendment does not extend coverage for the acts, errors or omissions of *Heluna Health and any related entities*.

This Amendment extends protection to the **Supplemental Member** listed above prior to any applicable insurance, other coverage or self-insurance and will not seek the contribution from any insurance, other coverage or self-insurance available to the **Supplemental Member**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative of BETARMA

ATTACHMENT C

Required Invoice Template **Draft**

An example of the required invoice template is attached. The invoice template specific to your agency will be provided after the agreement is fully executed.

Invoice Instructions

The invoice template will be updated monthly and provided the third week of month for the previous month.

Monthly invoice template and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.

- Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
- For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

INVOICE

Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
(800) 201-7320
ELCCOVID19Invoices@helunahealth.org

Name of Local Health Department _____
 Local Health Department Address _____
 Contact _____
 Telephone # _____
 Email _____

Program Number: _____ Invoice No: _____
 Period Covered: _____ Date of Invoice: _____
 Final: Yes _____ No _____

ITEM	Prior Month Expended	CURRENT EXPENSES	CUMULATIVE EXPENSES	APPROVED BUDGET	UNEXPENDED BALANCE
<u>Non-Heluna Health Personnel Costs</u>					
Position Title	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NON-HELUNA HEALTH PERSONNEL COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Operating Costs</u>					
Line 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Line 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Line 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPERATING COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Please submit only one (1) invoice per month.
 Due Date: Invoice and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.
 Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
 For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the agreement.

Signature _____

Date _____

Printed Name and Title _____

*****Heluna Health Use Only*****

Received on: _____
First Review & Date: _____
Approver & Date: _____
Date Sent to Accounting: _____