



## 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](http://www.helunahealth.org)  
ATTN: Rochelle McLaurin, Deputy Director  
[ELCCCOVID19Invoices@helunahealth.org](mailto:ELCCCOVID19Invoices@helunahealth.org)

**LOCAL HEALTH DEPARTMENT**  
County of Santa Barbara Public Health Department  
300 North San Antonio Road  
Santa Barbara, CA 93110  
ATTN: Van Do-Reynoso, Director  
[Van.Do-Reynoso@sbcphd.org](mailto:Van.Do-Reynoso@sbcphd.org)  
(805) 681-5115

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

Program#: 0187.4680

- 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 **\$323,114.00**.

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](mailto: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](mailto: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.

(Signatures on following pages)

Agreement for Services between the **County of Santa Barbara** and **Public Health Foundation Enterprises, Inc. DBA Heluna Health**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by Heluna Health.

**HELUNA HEALTH:**

Peter Dale  
Chief Program Officer

\_\_\_\_\_  
Signature & Date


**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Gregg Hart

By:   
Chair, Board of Supervisors  
Date: 10-6-20

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD

By:   
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
Robert Geis (Sep 23, 2020 12:30 PDT)  
Deputy

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Susan McKenzie (Sep 23, 2020 12:26 PDT)  
Deputy County Counsel

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

## 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.

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 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.

- 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.

This section does not apply to Confidential Information that is 1) in the public domain through no fault of the receiving party, 2) was independently developed as shown by documentation, 3) is disclosed to others without similar restrictions, 4) was already known by the receiving party, or 5) is subject to disclosure under court order or other lawful process. HELUNA HEALTH acknowledges and understands that all information that is not Confidential Information as defined in this Section, including but not limited to, this Agreement, are subject to open records laws and regulations such as the California Brown Act and the Public Records Act, and therefore may be released, disclosed, and posted online, to and for the public.

10. **1NON-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 registrable 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

<b>Activity 1 - Milestone 1</b>	<b>Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.</b>	
	Planned Activity <i>(Provide a title for this milestone)</i>	Establish a COVID-19 Unit
	<b>Implementation Plan</b> <i>(Bulleated items or brief sentences)</i>	<ol style="list-style-type: none"> <li>1) Hire/Train COVID-19 Supervisor</li> <li>2) Hire/Train COVID-19 Team (Interviewers, Contact Tracers, Isolation &amp; Quarantine</li> <li>3) Hire/Train COVID-19 surge staff (Family Service Agency) to assist with contact tracing.</li> </ol>
	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	1) Currently the department has been utilizing other County staff that has been redirected to assist. Redirected staff is expected to return to their regular positions by 7/15.
	<b>Expected Achieve By Date</b> <i>(select from drop down)</i>	July 2020

<b>Activity 2 - Milestone 1</b>	<b>Activity 2: Improve morbidity and mortality surveillance</b>	
	Planned Activity <i>(Provide a title for this milestone)</i>	Enhance data monitoring resources and systems to support daily epidemiological reports.
	<b>Implementation Plan</b> <i>(Bulleated items or brief sentences)</i>	<ol style="list-style-type: none"> <li>1) Direct an Epi staff to support the COVID-19 program</li> <li>2) Transition contact tracing data to the CalConnect platform</li> <li>3) Establish standard data reporting to address metrics noted in Santa Barbara County's attestation.</li> </ol>

	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	1) Currently using CalREDIE for initial interviews and for COVID-19 outbreaks 2) EPI staff is currently supporting the COVID-19 unit.
	<b>Expected Achieve By Date</b> (select from drop down)	July 2020

<b>Activity 3 - Milestone 1</b>	<b>Activity 3: Enhance laboratory testing and reporting capacity.</b>	
	Planned Activity (Provide a title for this milestone)	Expand testing methodologies in our Public Health Lab for priority investigations e.g., homeless shelters
	<b>Implementation Plan</b> (Bulleted items or brief sentences)	1) Train all Public Health Lab staff to use the ABI 7500 that can produce 52 tests/per shift. 2) Prioritize STAT testing in the Public Health Lab by utilizing Cepheid Genexepert platform. 3) Continue working with community employers to establish capacity for testing via their Occupational Health Programs.
	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	Current capacity to test is widely available; however, there are significant delays with commercial lab testing. Specifically with CDPH sponsored testing via Optumserve.
	<b>Expected Achieve By Date</b> (select from drop down)	July 2020

<b>Activity 3 - Milestone 2</b>	<b>Activity 3: Enhance laboratory testing and reporting capacity.</b>	
	Planned Activity (Provide a title for this milestone)	Continue to report CalREDIE ELR issues to CDPH leadership due to 3-5 delays in receiving lab reports. This problem has been confirmed to be an ELR related issue.
	<b>Implementation Plan</b> (Bulleted items or brief sentences)	1) Monitor and report issues to CDPH 2) Establish work-around processes to manage the lack of timely ELR reporting which results in duplication of efforts, faxing, manual entry, etc.



	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	Given a 10-fold increase in cases, we have enlisted administrative support from other programs to deal with the duplication of work.
	<b>Expected Achieve By Date</b> <i>(select from drop down)</i>	July 2020

<b>Activity 3 - Milestone 3</b>	<b>Activity 3: Enhance laboratory testing and reporting capacity.</b>	
	Planned Activity (Provide a title for this milestone)	Assure timely access to testing for symptomatic cases and contacts by linking them to available testing services or providing direct services as applicable.
	<b>Implementation Plan</b> (Bulleted items or brief sentences)	1) The COVID-19 Team will train nursing personnel to provide linkages for testing and direct specimen collection for priority public health situations. 2) Contact Tracers will be trained to readily link symptomatic contacts, identified during interviews, to available testing sites. 3) Santa Barbara County maintains a list of area health care providers that are providing COVID testing at <a href="http://www.sbcphd.org">www.sbcphd.org</a> .
	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	Currently we are able to link individuals to testing given that we have Optumserve testing in our community. We also have established a list of FQHCs and Urgent Care centers who provide testing.
	<b>Expected Achieve By Date</b> <i>(select from drop down)</i>	July 2020

<b>Activity 4 - Milestone 1</b>	<b>Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.</b>	
	Planned Activity (Provide a title for this milestone)	Coordination/Communication with high-risk sectors to protect vulnerable communities
	<b>Implementation Plan</b> (Bulleted items or brief sentences)	1) Continue meeting with representatives of high-risk employers to ensure they are able to screen, test, refer, isolate & quarantine staff. 2) Coordinate with our Healthcare for the Homeless Program to ensure that timely reporting and investigations occur whenever a suspected or positive case is identified in a shelter. 3) Continue communications with correctional and skilled nursing facilities to advise on infection control measures, provide direction for testing, and support isolation & quarantine.

	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	We are currently providing the activities listed above and it is our intent to continue with them while enhancing support when they are experiencing COVID-19 in their facilities.
	<b>Expected Achieve By Date</b> (select from drop down)	July 2020

<b>Activity 5 - Milestone 1</b>	<b>Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).</b>	
	Planned Activity (Provide a title for this milestone)	Communicate via CalREDIE and other methods about COVID-19 cases and contacts in neighboring jurisdictions.
	<b>Implementation Plan</b> (Bulleted items or brief sentences)	<ol style="list-style-type: none"> <li>1) Submit jurisdictional transfers via CalREDIE to other jurisdictions for any suspect or case.</li> <li>2) Via telephone or email, notify neighboring jurisdictions of contacts in their jurisdictions.</li> <li>3) Share Provider Alerts to notify them of significant activity in Santa Barbara County.</li> </ol>
	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	Currently utilizing Disease Control Program staff and will need to transfer this responsibility to the COVID-19 unit.
	<b>Expected Achieve By Date</b> (select from drop down)	July 2020

<b>Activity 6 - Milestone 1</b>	<b>Activity 6: Work with healthcare system to manage and monitor system capacity.</b>	
	Planned Activity (Provide a title for this milestone)	Ensure essential businesses have access to key critical supplies.
	<b>Implementation Plan</b> (Bulleted items or brief sentences)	<ol style="list-style-type: none"> <li>1) While many orders through open market are prioritized, the Public Health Department assists in the procurement of critical supplies via the state critical resource procurement process especially for health care partners.</li> <li>2) Santa Barbara Public Health Department has developed a Scarce Medical Resources Committee to provide a standardized approach to PPE distribution and prioritization of resources to our healthcare stakeholders.</li> </ol>

	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	Request for assistance in accessing critical supplies are monitored and filed by our Medial Operations team.
	<b>Expected Achieve By Date</b> <i>(select from drop down)</i>	July 2020

<b>Activity 6 - Milestone 2</b>	<b>Activity 6: Work with healthcare system to manage and monitor system capacity.</b>	
	Planned Activity (Provide a title for this milestone)	Monitoring of surges via CalREDIE Data
	<b>Implementation Plan</b> (Bulleated items or brief sentences)	Daily epidemiological analysis utilizing CalREDIE's Data Distribution Portal and other custom reports allowing for rapid identification and mitigation when deviations in priority metrics occur
	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	EPI staff is currently supporting the COVID-19 unit.
	<b>Expected Achieve By Date</b> <i>(select from drop down)</i>	July 2020

<b>Activity 7 - Milestone 1</b>	<b>Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.</b>	
	Planned Activity (Provide a title for this milestone)	Utilize CalREDIE and CalConnect to build demographic and other population based data to inform intervention strategies.
	<b>Implementation Plan</b> (Bulleated items or brief sentences)	<ol style="list-style-type: none"> <li>1) Currently working with providers to ensure the reporting of all key demographic data is obtained e.g., race, ethnicity, age, occupation, etc.</li> <li>2) Collect information on underlying medical conditions via case interviews, death certificates, hospital reports, etc.</li> <li>3) We utilize GIS mapping to identify clusters/high morbidity in dense areas.</li> <li>4) Continue collaboration with local agricultural community to address barriers to accessing COVID-19 testing and prevention.</li> </ol>

	<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	Capacity to obtain the breadth of demographic data from cases and contacts has been extremely challenging given the sudden increase in cases. However, we are in the midst of training a large number of surge staff that will allow the time prioritize eliciting this information.
	<b>Expected Achieve By Date</b> (select from drop down)	July 2020

Budget

Expenditure Type	Expenditure Name	Max # of Hours (if hourly employee)	(if available) Monthly Salary/Hourly Range (per budget)	Salary/Hourly Rate	Total % Budgeted	Months Position Budgeted	Original Budget
Staff Nurse Supervisor	Nancy Silha	1539.2		53.93	64.30%	24	\$ 171,591.00
Total Salaries and Wages							\$ 171,591.00
FB - Fringe Benefits @					35.70%		\$ 95,335.00
Total Fringe Benefits							\$ 95,335.00
Total Personnel					100.00%		\$ 266,926.00
FA - Indirect (Use CDPH Approved Cost Rate for ICR)		21.1%	Indirect Type				\$ 56,188.00
<b>Total Budget</b>							<b>\$ 323,114.00</b>

**Total not to exceed \$323,114.00.**

Reporting

**Progress Reports**

Progress reports are due quarterly by the 30<sup>th</sup>/31<sup>st</sup> of the month following the end of the quarter. Progress report will be emailed by the due date to [ELCCOVID19@helunahealth.org](mailto:ELCCOVID19@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](mailto: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.

## 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](mailto: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.