



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

County of El Dorado
Health and Human Services Agency
360 Fair Lane
Placerville, CA 95667
ATTN: Don Semon, Director
Don.semon@edcgov.us
(530) 621-6270

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

Program#: 0187.1480

II. **TERM.** Unless otherwise terminated or extended by written notice, this Agreement shall be effective **upon final execution** and term on **3/31/2022**. The term of this Agreement shall commence on 5/1/2020 and end 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 **\$223,058.00**.

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.

Signature & Date
Heluna Health
Peter Dale, Chief Program Officer

Signature & Date
County of El Dorado
Brian K. Veerkamp, Chair, Board of Supervisors

Signature & Date
Kim Dawson, Clerk of the Board of Supervisors

Signature & Date

Name & Title

VI. **Administrator: The Local Health Department Officer or employee with responsibility for administering this Agreement is Dr. Nancy Williams, County of El Dorado Public Health Officer, or successor.**

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.

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>	<i>Expand Contact Tracing Workforce</i>
	Implementation Plan <i>(Bulleted items or brief sentences)</i>	<i>El Dorado County has a rural population of almost 200,000 residents and should initially have at least 30 trained staff (15 staff for each 100,000 population), with a possible surge to 45. We propose to train 25 staff from Health and Human Services Public Health, and 5 staff from other El Dorado County departments on how to follow up with individuals who have been in contact with positive case in the short term. To sustain contact tracing over time, the LHJ (Local Health Jurisdiction) will seek approximately 15 additional staff from Public Health and other El Dorado County departments as needed, for a total of 45 contact tracers. Training materials will be a combination of El Dorado County and the online contact tracing academy developed by the State in collaboration with UCSF and UCLA. Ongoing recruitment and training of staff will be done as needed to ensure a stable and adequate workforce of contact tracers.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>As of May 15, 2020 10 county employees have been trained to conduct contact tracing and follow up with individuals who have been in contact with positive cases. Training of the remaining 25 individuals will be completed by August 2020. Additional staff will be identified in the event more contact tracers are needed. Training is being conducted in assigned groups to correspond with the ability to surge.</i>
	Expected Achieve By Date <i>(select from drop down)</i>	<i>November 2020</i>

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>	<i>Expand the Public Health Nurse Case Investigation/Infectious Disease Professional Staff</i>
	Implementation Plan <i>(Bulleted items or brief sentences)</i>	<i>Twelve (12) public health nurses will be assigned from Health and Human Services Public Health programs to comprise case investigation and infection control staff. Staff will be trained in SARS-CoV-2 case investigation and oversee the contact tracing staff. Staff will also conduct investigations of congregate living and high-risk healthcare facilities. This will allow for flexible staffing and provide a surge capacity should cases spike. Also, it will ensure the ongoing investigations of non-SARS-CoV-2 infectious disease cases by communicable disease public health nursing staff. Additional staff will be identified as surge numbers dictate.</i>

	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently, El Dorado County has 12 Public Health Nurses who can be redirected to conduct case investigation, infection control and supervision of contact tracers. As of May 15, 2020 seven (7) public health nurses have been trained. An additional 5 Public Health Nurses will be trained by September 30, 2020 to assist with SARS-CoV-2 case investigations, follow up and infection control as surge numbers dictate.</i>
	Expected Achieve By Date <i>(select from drop down)</i>	<i>November 2020</i>

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)	<i>Develop a Contact Tracing Communications Strategy</i>
	Implementation Plan (Bulleted items or brief sentences)	<ul style="list-style-type: none"> - <i>Develop a communication strategy to support contact tracing that engages community leaders and key public officials.</i> - <i>Leverage local community leaders, public officials, and influencers to support case investigation and contact tracing activities.</i> - <i>Engage schools, head start, churches and other community organizations to promote responsibility for implementing recommended personal-level containment measures.</i> - <i>Encourage community members to take responsibility for their health and the health of their community by following guidance from public health regarding support for contact tracing and mitigation measures.</i> - <i>Develop health education materials to share with patients and close contacts.</i> - <i>Incorporate available communication channels to reinforce messaging including television, radio, and social media, along with official county website.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently, El Dorado County has one communications and outreach staff person. Case investigation personnel and community health advocates will be utilized in the development of this milestone.</i>
	Expected Achieve By Date <i>(select from drop down)</i>	<i>December 2020</i>

Activity 2 - Milestone 1	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	<i>Increase Electronic Reporting of Jurisdictional Healthcare Data via CalREDIE for Probable and Positive COVID-19 Infection by 25%.</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>Initially, we will survey all healthcare facilities for reporting procedures (CalREDIE eCR, fax, telephone, none, etc.) and develop a reporting matrix. Assist facilities that are not reporting cases electronically in registering and reporting with CalREDIE eCR. Finally, we will monitor</i>

		<i>facility reporting to CalREDIE eCR to maintain and improve this Milestone.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>El Dorado County public health staff have already been assisting healthcare facilities in understanding reporting requirements and submitting data electronically to CalREDIE eCR. Outreach to all healthcare facilities would be accomplished by the Epidemiologist assisted by case investigator.</i>
	Expected Achieve By Date (select from drop down)	<i>March 2022</i>

Activity 2 - Milestone 2	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	<i>Investigate Adoption of a Contact Tracing Platform.</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>When the contact tracing platform, CalConnect, is available, El Dorado County public health and information technology staff will evaluate the system to determine whether it, or another contact tracing solution is appropriate. If adopted, training of public health staff and contact tracers will commence once the appropriate solution is acquired. Contact tracing reports will be generated to provide quality improvement feedback.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>While all case reporting is conducted through CalREDIE eCR, El Dorado County is not currently using it for contact tracing. Currently, contact tracing is conducted on paper and transferred to an Excel spreadsheet. El Dorado County will implement CalConnect, or other solution, when available through support by the Epidemiologist, case investigation and contact tracing staff.</i>
	Expected Achieve By Date (select from drop down)	<i>March 2021</i>

Activity 2 - Milestone 3	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	<i>Monitor and Report Daily COVID-19 Incidence Rate.</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>The El Dorado County Epidemiologist will continue to utilize existing systems to monitor and report the daily incident rate of COVID-19 infections to its web portal at: https://www.edcgov.us/Government/hhsa/Pages/EDCCOVID-19-</i>

		Cases.aspx
	Applicant capacity: What is the current capacity to perform this milestone?	<i>El Dorado County staff Epidemiologist currently monitors and reports the daily incident rate for COVID-19 infections.</i>
	Expected Achieve By Date (select from drop down)	<i>November 2020</i>

Activity 2 - Milestone 4	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	<i>Provide Accurate Accounting of COVID-19 Associated Deaths</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>The El Dorado County Deputy Local Registrar and Epidemiologist will continue to utilize existing systems to review all deaths for possible association to COVID-19 in collaboration with the county Coroner and Public Health Officer.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>The El Dorado County Deputy Local Registrar and Epidemiologist will continue to utilize existing systems to review all deaths for possible association to COVID-19 in collaboration with the county Coroner and Health Officer. To date, El Dorado County has no reported fatalities related to COVID-19.</i>
	Expected Achieve By Date (select from drop down)	<i>November 2020</i>

Activity 3 - Milestone 1	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	<i>Obtain All Jurisdictional Laboratory Test Data Electronically</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>- Identify laboratories conducting SARS-CoV-2 (RT)-PCR and serology testing in El Dorado County.</i>

		<ul style="list-style-type: none"> - Develop roster of testing sites and locations. - Develop matrix of reporting capacity and file formats, including alternate file formats to help automate reporting. - Verify all laboratories are reporting confirmed COVID-19 cases within one day and reports include key data elements. - Identify laboratories registered with the California Department of Public Health (CDPH) for electronic laboratory reporting (ELR). - Assist laboratories in registration if they are not registered for CalREDIE ELR. - Verify laboratories are faxing results to El Dorado County Communicable Disease Reporting until they are established with ELR. - Monitor laboratories for on-going compliance and for additional laboratories conducting SARS-CoV-2 (RT)-PCR testing in El Dorado County.
	Applicant capacity: What is the current capacity to perform this milestone?	<i>El Dorado County public health staff have already been assisting laboratory facilities in understanding reporting requirements and submitting data electronically to CalREDIE ELR. Outreach to all laboratory facilities would be accomplished by the Epidemiologist assisted by case investigators.</i>
	Expected Achieve By Date (select from drop down)	<i>October 2021</i>

Activity 3 - Milestone 2	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	<i>To Increase SARS-CoV-2 (RT)-PCR Testing by 134 Test per Week in Western El Dorado County</i>
	Implementation Plan (Bulleted items or brief sentences)	<ul style="list-style-type: none"> - Coordinate with the state testing taskforce to obtain a mobile testing van to replace the testing site that was closed due to insufficient use. - Determine central site(s) to provide mobile testing services. - Equip the site(s) with required infrastructure as determined by the state testing taskforce (power, water, biohazard waste disposal, restrooms, etc.). - Market the services. - Develop a schedule and coordinate with the state testing taskforce to make appointment scheduling available online. - Monitor progress.
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently, the only location in El Dorado County for SARS-CoV-2 (RT)-PCR testing of asymptomatic individuals is in South Lake Tahoe. El Dorado County previously had an additional location in Placerville, but it closed on June 22nd due to low utilization. An additional location is needed, especially one that can move from community to community in the western portion of the county.</i>
	Expected Achieve By Date (select from drop down)	<i>November 2020</i>

Activity 3: Enhance laboratory testing and reporting capacity.

Activity 3 - Milestone 3	Planned Activity (Provide a title for this milestone)	<i>Provide Technical Guidance Regarding COVID-19 Serology (antibody) Testing for Health Care Workers, Employees of High-Risk Facilities, Critical Infrastructure Workforce, and Childcare Providers.</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>We will investigate and stay informed on serology (antibody) testing for COVID-19 and provide technical guidance to Health Care Workers, Employees of High-Risk Facilities, Critical Infrastructure Workforce, and Childcare Providers. As serology (antibody) testing for COVID-19 becomes more reliable and available, we expect to see more healthcare and high-risk facilities using antibody testing in addition to SARS-CoV-2 (RT)-PCR Testing.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>The El Dorado County Public Health Officer, senior public health staff and Public health nurse case investigators currently stay abreast of SARS-CoV-2 (RT)-PCR and antibody testing. We will continue this important work as a means to reduce morbidity and mortality from SARS-CoV-2 in El Dorado County.</i>
	Expected Achieve By Date (select from drop down)	<i>December 2020</i>

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)	<i>Assess and Monitor Infections in Healthcare Workers Across the Healthcare Spectrum.</i>
	Implementation Plan (Bulleted items or brief sentences)	<ul style="list-style-type: none"> - <i>Develop a listing of healthcare organizations in the county.</i> - <i>In collaboration with specially trained staff and organization leadership, evaluate surveillance and reporting capabilities.</i> - <i>Develop passive, enhanced passive and active strategies for healthcare workers to test for and report, assess and monitor probable or positive COVID-19 infections.</i> - <i>Develop process measures to monitor progress.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently, several healthcare facilities in the county have adopted ARS-CoV-2 (RT)-PCR testing routines, reporting and mitigation strategies. Case investigators/infectious disease staff will assist in expanding the ability to consistently assess and monitor COVID-19 infections through the county healthcare system. Upcoming quality improvement processes will aid in this endeavor.</i>
Expected Achieve By Date (select from drop down)	<i>December 2021</i>	

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)	<i>Monitor and Help Implement Mitigation Strategies for COVID-19 in High-Risk Healthcare Facilities</i>
	Implementation Plan (Bulleted items or brief sentences)	<ul style="list-style-type: none"> - <i>Assign to senior health department investigator or special team.</i> - <i>Identify and evaluate high-risk healthcare facilities (dialysis centers, dental offices, physical therapists, etc.) within the county and develop strategies in collaboration with specially trained staff and facility leadership.</i> - <i>Establish/Implement site-specific priorities and technical guidance with consideration to CDC, OSHA, CDPH and other governing bodies guidance and recommendations.</i> - <i>Consider patient and staff characteristics, duration and proximity of exposure, environmental factors (including administrative and engineering controls) that affect transmission, and susceptibility of contacts to COVID-19.</i> - <i>Perform preparedness assessments to ensure interventions are in place to protect high-risk populations.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently, public health staff have facilitated implementation of mitigation strategies in some high-risk healthcare facility types (dental offices) per CDC, OSHA and CDPH guidelines. Public health staff with expertise in the various high-risk facilities will continue this effort in a planned and strategic manner to make available guidance for each of the high-risk healthcare facility types.</i>
	Expected Achieve By Date (select from drop down)	<i>January 2022</i>

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)	<i>Develop Testing and Mitigation Strategies for Outbreaks in Congregate Settings</i>
	Implementation Plan (Bulleted items or brief sentences)	<ul style="list-style-type: none"> - <i>Assign to senior health department investigator or special team.</i> - <i>Evaluate congregate settings within the county and develop strategies in collaboration with specially trained staff and facility leadership.</i> - <i>Establish site-specific priorities, symptom screening, testing, and isolation and quarantine recommendations.</i> - <i>Consider patient characteristics, duration and proximity of exposure, environmental factors that affect transmission, and susceptibility of contacts to COVID-19.</i>

	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently, public health staff have facilitated implementation of mitigation strategies in some congregate facility types (nursing homes) per CDC, OSHA and CDPH guidelines. Public health staff with expertise in the various congregate facilities will continue this effort in a planned and strategic manner to make available guidance for each of the congregate Healthcare Facility types.</i>
	Expected Achieve By Date (select from drop down)	<i>March 2021</i>

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)	<i>Monitor COVID-19 Introductions from Neighboring Jurisdictions</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>Collaborate with neighboring and other counties to assess the burden and trajectory of COVID-19 illnesses in the surrounding region. Efforts will be aimed at reducing the instance of COVID-19 introductions into El Dorado County from neighboring jurisdictions. Activities include contact tracing coordination, case investigation and isolation for community members traveling out-of-county and for visitors coming to El Dorado County who may be bringing COVID-19 infections with them. High risk jurisdictions currently impacting El Dorado County include the Bay Area, Sacramento County, Placer County and Douglas County, Nevada.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently, case investigators report out-of-county positive COVID-19 infections to the county of origin for contact tracing. Additionally, case investigators receive reports from other jurisdictions regarding El Dorado County residents identified as positive for COVID-19 infections where contact tracing, case investigation and isolation occurs.</i>
	Expected Achieve By Date (select from drop down)	<i>December 2020</i>

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)	<i>Help Implement Mitigation Strategies for COVID-19 in Neighboring Jurisdictions</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>Collaborate with neighboring jurisdictions to develop similar or complimentary mitigation strategies to aid in the community compliance of mitigation measures and reduction of community transmission. Additionally, monitoring travel patterns within and between El Dorado County neighboring jurisdictions will aid in the understanding of community transmission.</i>

	Applicant capacity: What is the current capacity to perform this milestone?	<i>The El Dorado County Public Health Officer and senior public officials are engaged in state and regional planning, sharing best practices and technical support to develop regional mitigation strategies and industry guidance.</i>
	Expected Achieve By Date (select from drop down)	<i>March 2022</i>

Activity 6 - Milestone 1	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	<i>Utilize eCR Data to Support Activity 7, Milestone 1, "Develop a COVID-19 Dashboard on El Dorado County's Web Portal, WellDorado.org"</i>
	Implementation Plan (Bulleated items or brief sentences)	<i>El Dorado County will utilize de-identified data from eCR to support development of a COVID-19 dashboard on its "WellDorado.org" portal. The dashboard will include high-risk populations by zip code and COVID-19 rates. Data will be available by Zip Code for high-risk condition, probable and confirmed COVID-19 infections.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>El Dorado County maintains a web portal, WellDorado.org. It is intended to help community members and policy makers learn about the health of El Dorado County communities, support collaboration among partners, promote best practices, identify local resources, and drive decisions based on data.</i>
	Expected Achieve By Date (select from drop down)	<i>September 2021</i>

Activity 6 - Milestone 2	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	<i>Assess and monitor the number and availability of critical care staff, necessary PPE and potentially life-saving medical equipment, as well as access to testing services.</i>
	Implementation Plan (Bulleated items or brief sentences)	<i>El Dorado County Public Health staff currently monitor the number and availability of critical care staff, necessary PPE and potentially life-saving medical equipment, as well as access to testing services.</i>

	Applicant capacity: What is the current capacity to perform this milestone?	<i>El Dorado County Public Health staff currently monitor the number and availability of critical care staff, necessary PPE and potentially life-saving medical equipment, as well as access to testing services.</i>
	Expected Achieve By Date (select from drop down)	<i>November 2020</i>

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)	<i>Develop a COVID-19 Dashboard on El Dorado County's Web Portal, "WellDorado.org"</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>Develop a COVID-19 dashboard on El Dorado County's portal, "WellDorado.org" to illustrate population density and high-risk population density (i.e. population of >65 yrs., proportion of population with underlying conditions, households with limited English fluency, healthcare seeking behavior, populations without insurance and below poverty level) relevant to COVID-19. The dashboard will include high-risk populations by zip code and COVID-19 rates of infection. Data will be available by Zip Code for high-risk condition, probable and confirmed COVID-19 infections. This Milestone will help build understanding of population density and high-risk population density.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>El Dorado County maintains a web portal, WellDorado.org. It is intended to help community members and policy makers learn about the health of El Dorado County communities, support collaboration among partners, promote best practices, identify local resources, and drive decisions based on data.</i>
	Expected Achieve By Date (select from drop down)	<i>September 2021</i>

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)	<i>Develop Plan for Evaluation and Quality Improvement of COVID-19 Surveillance Activities</i>
	Implementation Plan (Bulleted items or brief sentences)	<ul style="list-style-type: none"> - <i>Establish selection process and outcome measures.</i> - <i>Establish Ad-hoc epidemiologic and other public health analyses.</i> - <i>Develop protocol for supervisory review and feedback on contact tracing, case investigations and</i>

		<p><i>other surveillance activities.</i></p> <ul style="list-style-type: none"> - <i>Develop and monitor compliance indicators related to mandatory or recommended community mitigation (Number of Violations / complaints).</i>
	<p>Applicant capacity: What is the current capacity to perform this milestone?</p>	<p><i>To meet this Milestone, program staff will solicit the expertise of the county's Epidemiologist and Program Manager for Continuous Quality Improvement. Many COVID-19 surveillance activities are currently being conducted in El Dorado County that could be improved through process improvement activities.</i></p>
	<p>Expected Achieve By Date (select from drop down)</p>	<p><i>March 2021</i></p>

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)	<i>Enhance LatinX Response Procedures</i>
	Implementation Plan (Bulleted items or brief sentences)	<ul style="list-style-type: none"> - <i>Evaluate LatinX response procedures and develop additional strategies in collaboration with specially trained staff and community leadership.</i> - <i>Evaluate and enhance availability of bicultural public health staff.</i> - <i>Develop and enhance targeted educational and media materials.</i> - <i>Collaborate with local LatinX community groups to implement response procedures.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<p><i>Currently, El Dorado County employs bicultural public health staff trained in specific response procedures for our LatinX community. As we engage with our communities and new procedures are developed, the response procedures will need to be evaluated specific to the LatinX population.</i></p>
	Expected Achieve By Date (select from drop down)	<i>March 2022</i>

Budget

Expenditure Type	Expenditure Name	Max # of Hours (if hourly employee)	Monthly		Total % Budgeted	Months Budgeted	Original Budget
			Salary/Hourly Range (per budget)	Salary/Hourly Rate			
Personnel							
Epidemiologist (0.3 FTE)	Epidemiologist	1,040	\$ 1,935	\$ 77,401.00	42.3%	20	\$ 38,701.00
Case Investigator Coordinator (0.4 FTE)	PHN I/II	1,387	\$ 2,639	\$ 79,179.00	57.7%	20	\$ 52,786.00
Total Salaries and Wages							\$ 91,487.00
Total Fringe Benefits							100.00%
Total Personnel							\$ 168,449.00
Supplies							
SP - Office Supplies							\$ 735.50
Total Supplies							\$ 735.50
Other Costs							
OC - Communications	Media						\$ 10,000.00
OC - Computers							\$ 1,761.25
Total Other Costs							\$ 11,761.25
Total Direct Cost							\$ 180,945.75
FA - Indirect (Use CDPH Approved Cost Rate for ICR)		25.0%	Indirect Type				\$ 42,112.25
Total Budget							\$ 223,058.00

Total not to exceed \$223,058.00.

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.



The County of El Dorado
Human Resources Department
Risk Management Division

Robert Schroeder, Risk Manager
330 Fair Lane, Placerville, CA 95667
Phone 530.621.6520 Fax 530.642.9815
robert.schroeder@edcgov.us

Certificate Holder: Evidence Only

Certificate of Self- Insurance
GENERAL LIABILITY, AUTOMOBILE LIABILITY,
AND PROPERTY

This is to certify that El Dorado County is covered for its motor vehicle, general liability, property, and public employee dishonesty exposures through a self-insurance program, in conjunction with excess coverage. The County maintains reserve funds within its self-insurance program that are deemed to be adequate by annual review by an independent actuary. This Certificate evidences the following:

General Liability and Automobile Liability: Risk is retained up to \$1,000,000 per occurrence and self-funded as described above. Excess coverage is provided through the CSAC Excess Insurance Authority Liability Pool Program II.

Property Coverage: The County is self-insured subject to an All Risk Deductible. Excess coverage is provided through the CSAC Excess Insurance Authority.

Public Employee Dishonesty/Faithful Performance Bond: Risk is retained and self-funded as described above up to \$2,500 per occurrence. Excess coverage is provided through the CSAC Excess Insurance Authority.

Dated: January 23, 2020

A handwritten signature in black ink, appearing to read "R. Schroeder", with a long horizontal flourish extending to the right.

Robert Schroeder, Risk Manager

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
Non-Heluna Health Personnel Costs					
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
Operating Costs					
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: _____