

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
ELCCOVID19Invoices@helunahealth.org

LOCAL HEALTH DEPARTMENT

County of Humboldt
Department of Health and Human Services – Public Health
529 I Street
Eureka, CA 95501
ATTN: Michele Stephens, Director
MStephens@co.humboldt.ca.us
(707) 268-2120

Program#: 0187.1780

- 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 \$201,536.00.
 - 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 <u>ELCCOVID19Invoices@helunahealth.org</u>. 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 ELCCOVID19Invoices@helunahealth.org. Any formal budget modification request must be submitted sixty (60) days before the end of the agreement term.
- 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.

Signature & Date	Signature & Date
Heluna Health	County of Humboldt
	Department of Health and Human Services – Public Health
	Name & Title

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

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.

- 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.
- 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.
- 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 HELUNĂ 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.

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.

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.
- 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. <u>Davis-Bacon Act and Copeland "Anti-Kickback" Act</u>. 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. <u>Debarment and Suspension Certification</u>. 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.

ATTACHMENT A

Statement of Work (SOW), Budget, and Reporting

Statement of Work

	contact tracing and follow u	ance ability to aggressively identify cases, conduct p, as well as implement recommended containment
	measures.	
Activity 1 -	Planned Activity	Expand and support contact tracing workforce through hiring
Milestone 1	(Provide a title for this	a Communicable Disease Investigator and completing
Willestone i	milestone)	training existing contact tracing workforce.
	Implementation Plan (Bulleted items or brief sentences)	Currently the county's Investigation Unit technically exceeds the state requirements for the number of trained contact tracers. However, the Communicable Disease unit typically only staffs two Public Health Nurses and a Communicable Disease Investigator. Much of the response team is made up of other county staff from various departments and volunteers from outside organizations, and retired medical professionals. There is concern about the sustainable ability to timely respond, and to also continue investigations during lull of an outbreak. Four Public Health Nurses have been reassigned to the Communicable Disease Unit for the time being. However, they will return to their assigned programs and will be pulled to conduct contact investigations as needed. While contact tracing is easy to train staff and volunteers to do, and there are a sufficient number of volunteers to take on an increase in cases, the key concern is the ability to conduct thorough investigation. Hiring an additional, dedicated Communicable Disease Investigator will assist in Continuity of Operations to pull less Public Health Nurses in to conduct investigations, and will support the existing Communicable Disease Unit with
	Applicant capacity: What is the current capacity to perform	existing caseload. The county currently has 22 trained contact tracers, 6 investigators, 2 taskfores leaders with a third back up
	this milestone?	investigators, 2 taskforce leaders with a third back-up available based upon need, and a supervisor working in the investigation unit towards contact tracing. With a population of ~135,000, to date Humboldt County has more than 18 per 100,000 trained personnel to respond. Training of 4 additional investigators and 30 additional contact tracers will be trained to handle 25 new cases per day. This increase of trained individuals in the Investigation Unit taskforce will be completed by July 2020. The county currently only has one dedicated Communicable Disease Investigator in the Communicable Disease unit. While some county staff and/or qualified volunteers have been trained to increase the number of investigators based on need, a second, fully-dedicated Communicable Disease Investigator would ensure timely investigation and response. This position is anticipated to be hired by November 2020

Expected Achieve By Date	November 2020
(select from drop down)	

	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
Activity 1 - Milestone 2	Planned Activity (Provide a title for this milestone)	Adopt and implement the state contact tracing platform
	Implementation Plan (Bulleted items or brief sentences)	When the contact tracing platform, CalConnect is available, Public Health staff, with assistance from Information Services staff will implement the system and train Investigation Unit staff to use the system.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently all contact tracing and investigation is done through CalREDIE.
	Expected Achieve By Date (select from drop down)	January 2021

	Activity 2: Improve morbi	dity and mortality surveillance
Activity 2 - Milestone 1	Planned Activity (Provide a title for this milestone)	Establish community based surveillance with increased testing and by leveraging CDPH Community and Sentinel Surveillance funding. (A, B)
	Implementation Plan (Bulleted items or brief sentences)	Implementation of the GeneXpert system for testing will enhance the Humboldt County Public Health Laboratory (HCPHL)'s capacity to provide rapid testing to high-risk individuals, allowing for more robust community-based surveillance testing by increasing daily capacity rates by approximately 48. St. Joseph Health Systems, which operates two of the four hospitals in Humboldt County, has purchased testing equipment to conduct testing independently. The HCPHL currently conducts testing for St. Joseph, but the hospital's independent ability to test will free up HCPHL to focus on community-based surveillance testing. Further, CDPH has allocated funding to increase local community-based testing. Humboldt County plans to leverage that funding to employ students from Humboldt State University to conduct patient interviews to obtain demographic and other data from patients selected for community-based surveillance. That funding is also being leveraged to purchase a KingFisher testing unit for the Laboratory, which will double testing capacity up to 300 tests a day, while freeing up a microbiologist since it allows for batch testing.

Applicant capacity: What is the current capacity to perform this milestone?	Community based surveillance is being conducted by Public Health through regular testing of healthcare workers. Until recently the capacity to support community-based surveillance was limited due to limited capacity/supply issues. The Humboldt County Public Health Laboratory has begun to expand its ability to test by leveraging the GeneXpert testing system to increase testing capacity, and thus the ability to conduct more robust community-based surveillance. Daily incidence rates are closely monitored and new case counts, hospitalizations, deaths and recoveries are reported to the community Monday through Saturday via the County website and several local media and social media outlets.
Expected Achieve By Date (select from drop down)	January 2021

	Activity 2: Improve morbio	dity and mortality surveillance
Activity 2 - Milestone 2	Planned Activity (Provide a title for this milestone)	Support post-mortem testing through morgues and the Coroner's office. (D)
	Implementation Plan (Bulleted items or brief sentences)	Public Health's Deputy Health Officer will provide testing supplies (swabs, etc.) to local morgues and the Coroner's office, in addition to outreach and education to encourage postmortem COVID-19 testing and when post-mortem COVID-19 testing would be appropriate. Post-mortem positives for COVID-19 will be reviewed by the medical examiner and shared with Public Health should it be determined that the death was likely associated to COVID-19.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently the county has seen 4 deaths. All positive cases are monitored for health status until they achieve "recovery" according to CDC criteria and the county epidemiologist is monitoring CalREDIE for reported deaths. While sufficient monitoring and reporting of deaths known to be associated with COVID-19 in patients that have tested positive, there is no formal mechanism for testing for post-mortem COVID-19 testing to determine if COVID-19 contributed to the death of individuals not known to be infected.
	Expected Achieve By Date (select from drop down)	January 2021

	Activity 2: Improve morbidity and mortality surveillance	
Activity 2 - Milestone 3	Planned Activity (Provide a title for this milestone)	Provide guidance, education and support to local providers and hospitals conducting COVID-19 testing. (E)
	Implementation Plan (Bulleted items or brief sentences)	In conjunction with Activity 7, Milestone 1, Public Health Communicable Disease staff will work with local providers and hospitals conducting testing to ensure all reporting in CalREDIE is thorough and accurate, by continuing to provide updated guidance, outreach and education surrounding the importance of accurate, thorough and timely reporting via CalREDIE.

Applicant capacity: What is the current capacity to perform this milestone?	As noted in Activity 7, healthcare providers have not provided required demographic data in CalREDIE. Currently, Communicable Disease staff communicate via Health Alerts and telephone updates from the state all guidance surrounding CalREDIE reporting and are available to answer questions and provide support to healthcare providers conducting COVID-19 testing within the county.
(select from drop down)	January 2021

	Activity 3: Enhance labora	atory testing and reporting capacity.
Activity 3 - Milestone 1	Planned Activity (Provide a title for this milestone)	Implementation of the GeneXpert system and KingFisher system for COVID-19 testing. (A)
	Implementation Plan (Bulleted items or brief sentences)	In the early days of the COVID-19 outbreak, the Humboldt County Public Health Laboratory (HCPHL) had capacity to conduct 20 tests a day due to limited resources and staffing. This has improved over time as resources become available but much of the testing is manual and time-consuming. While the OptumServe site bolsters the County's ability to meet community-appropriate testing volumes, community surveillance testing is best achieved through the HCPHL for efficiency of timely results and follow-up with clients. Increasing capacity to approximately 150/daily at the HCPHL will occur via the purchase of GeneXpert kits that will automate much of the process. Purchase of the KingFisher testing system will be done under a separate grant funding and is anticipated to have a 4 month wait period. This will double the testing capacity to approximately 300-400 tests daily.
	Applicant capacity: What is the current capacity to perform this milestone?	As of May 1, the HCPHL is able to test 70/daily. The GeneXpert kits were budgeted using PHEP funds. Once received, validation must take place to ensure accurate test results. It is anticipated that the Lab will have the capacity to increase and maintain an average daily testing to 150/daily by October 2020, once GeneXpert kits are received, and to 300/daily by January 2021 once the KingFisher has been received, validated and implemented.
	Expected Achieve By Date (select from drop down)	January 2021

	Activity 3: Enhance laboratory testing and reporting capacity.	
Activity 3 - Milestone 2	Planned Activity (Provide a title for this milestone)	Partner with United Health Indian Services to obtain serology testing data. (B)
	Implementation Plan (Bulleted items or brief sentences)	The HCPHL is currently at space and staffing capacity and unable to bring serology testing onto its range of services at this time without major equipment purchases and the hiring of new staff, which is not possible at this time. United Indian Health Services (UIHS) is providing reliable community serology testing. HCPHL and Public Health will partner with

Applicant capacity: What is the current capacity to perform this milestone?	UIHS to utilize their data to demonstrate prevalence within the community. The HCPHL is currently at space and staffing capacity and unable to bring serology testing onto its range of services at this time without major equipment purchases and the hiring of new staff and identifying space for such equipment. The Public Health Epidemiologist reviews serology data via CalREDIE daily and summarizes for County staff. Strong relationships with UIHS will allow for Public Health to help demonstrate prevalence within the community.
(select from drop down)	December 2020

	Activity 2. Fishers a leb and	ton, tooting and reporting conceits:
Activity 3 - Milestone 3	Planned Activity (Provide a title for this milestone)	Build bidirectional Health Information Exchange (HIE) interfaces with 3 local healthcare providers to allow for electronic test requesting and reporting in order to improve timely and accurate lab reporting. (C)
	Implementation Plan (Bulleted items or brief sentences)	Aside from the OptumServe testing site and HCPHL's testing for COVID-19, local hospitals and healthcare providers are additional testing resources available to the community. Currently, testing requests and reporting are done between HCPHL and local providers manually via fax, requiring duplicate entry into their databases and manual communication. Lab staff will work with its HIE, North Coast Health Improvement and Information Network (NCHIIN), ApolloLIMS (their Laboratory Information Management System) and three local providers' HIE networks to create a bidirectional interface to allow for testing requests and reporting to happen electronically. This will free up staff time to focus on testing, reduce the occurrence of errors and reduce turnaround time in reporting to both patients and CDPH. The 3 local providers identified are Mad River Hospital, Redwood Laboratory (Redwood Urgent Care), and Redwood Pediatrics.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently, the HCPHL has a bidirectional HIE interface with the county's largest FQHC Medi-Cal provider, Open Door Community Health Centers. At this time, Open Door is sending the HCPHL up to 30 tests a day. Bidirectional electronic interfaces have not existed with local hospitals or other local healthcare providers and has been a long-time goal for the Laboratory to increase efficiencies and reduce errors in lab testing requests and reporting of results. NCHIIN and ApolloLIMS, as well as Mad River Hospital, Redwood Laboratory (Redwood Urgent Care) and Redwood Pediatrics were identified as being ready and available to take this project on during the term of this grant.
	Expected Achieve By Date (select from drop down)	March 2022

	Activity 3: Enhance labora	atory testing and reporting capacity.
Activity 3 - Milestone 4	Planned Activity (Provide a title for this milestone)	Purchase and implement a Laboratory Resulting Web Portal.
	Implementation Plan (Bulleted items or brief sentences)	A Laboratory Resulting Web Portal will connect with the Lab's Information Management System, ApolloLIMS, and allow for results to be made electronically available to submitters via a HIPAA-secure online web portal through use of a password-protected login unique to each submitter. Purchase of the Laboratory Resulting Web Portal will include an additional ApolloLIMS license for laboratory staff, and 15 "web users" to be provided to local healthcare providers and hospitals. The Web Portal will be built by ApolloLIMS. This Web Portal will serve as a placeholder for the 3 entities (named in Milestone 3) with whom HCPHL will be building bi-directional interfaces to connect with directly, and will remain in place for other entities who are unable to pursue a bi-directional interface. This will streamline the reporting process and free up a staff member to focus on testing efforts in the HCPHL. This includes 1 year of annual maintenance fees for the Web Portal. It is anticipated given the necessity for a contract this will be achieved by December 2020.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently the HCPHL faxes results to most local hospitals and healthcare providers. This requires a staff member to spend several hours a day faxing results, ensuring the faxes go through, documenting success and filing the paper results. At time of this submittal, the Lab's capacity to test is around 70 samples per day. With plans to increase testing to at least 300 per day in the long-run, faxing results would become a significant bottleneck to timely reporting of results.
	Expected Achieve By Date (select from drop down)	December 2020

	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.	
Activity 4 - Milestone 1	Planned Activity (Provide a title for this milestone)	Maintain a task force to provide testing, outreach and education to high-risk healthcare facilities. (A, C)
	Implementation Plan (Bulleted items or brief sentences)	The Humboldt County Public Health Laboratory (HCPHL) has capacity to and is working to ensure workers in the 5 skilled nursing facilities (SNFs) within the county are tested on a monthly basis, performing surveillance on the direct patient-care workforce. There are 41 assisted living facilities (ALFs) in the county, and the EOC and Public Health have encouraged ALF staff to obtain regular screening from the OptumServe site, or their healthcare provider. Additionally, the HCPHL tests all new admissions to SNFs and ALFs prior to placement. The task force has assisted SNFs and ALFs in developing containment plans in event of an outbreak and provides continued support to facilities regarding mitigation of spread. The EOC's Joint Information Center, staffed by health

	educators and nurse advisors also serve as an informational resource to staff serving vulnerable populations. Further, the development of a COVID-19 Alert Level System (see Activity 6 for more detail) includes monitoring the number of infections among local healthcare workers as part of a system that certain data indicators will help inform both Public Health, and those working in high-risk settings as to what level of Alert the county is in and what community measures are recommended based on current status. This system is currently being developed and anticipated to be in place and fully functional by September 2020.
Applicant capacity: What is the current capacity to perform this milestone?	The Emergency Operations Center (EOC) has a task force consisting of Public Health Director of Nursing, nurse advisors and health educators working with skilled nursing and assisted living facilities. The county is currently working with SNF's to achieve monthly testing of employees, and has encouraged ALF's utilize the current OptumServe site or their primary care provider for testing monthly. The Humboldt County Public Health Laboratory currently has capacity to and prioritizes testing for individuals working or living in these settings.
Expected Achieve By Date (select from drop down)	September 2020

	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.	
Activity 4 - Milestone 2	Planned Activity (Provide a title for this milestone)	Prioritize testing of symptomatic staff or inmates at local jail facilities, and symptomatic staff of congregate shelter residents and staff. (D)
	Applicant capacity: What is the current capacity to perform this milestone?	The local jail has an on-site director who has developed a robust isolation and quarantine plan, including a 14-day quarantine for new inmate arrivals. Surveillance for illness in staff and inmates is in place, and the Humboldt County Public Health Laboratory offers and will prioritize testing for any symptomatic inmates or staff, and those inmates or staff exposed to any inmate/staff that tests positive. The OptumServe test site is also utilized for regular screening of corrections staff. Humboldt County staff has been actively engaged with entities and coalitions that serve the homeless community. Frontline workers are encouraged to be screened regularly at the OptumServe testing for surveillance, and symptomatic staff members would be prioritized for testing at the Humboldt County Public Health Laboratory. The County has also worked with Arcata House Partnership, the Eureka Rescue Mission, and other homeless service providers and local hotels to create a strategy to isolate and quarantine people experiencing homelessness who screen in to be tested, test positive for COVID-19 or are identified as high-risk in local hotels, funded primarily by Project Roomkey. Currently the county is performing, or has capacity to perform this milestone.

Expected Achieve By Date	May 2020
(select from drop down)	•

	Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions	
	(i.e., neighboring cities, sta	
Activity 5 - Milestone 1	Planned Activity (Provide a title for this milestone)	Provide limited, targeted public health laboratory testing to Del Norte Trinity counties in critical situations, and engage Redwood Healthcare Coalition in collaboration of COVID-19 response efforts.
	Implementation Plan (Bulleted items or brief sentences) Applicant capacity: What is	Humboldt County is a remote, rural county whose population is spread over a large geographical area, surrounded by similar counties. Anticipated introductions from neighboring jurisdictions is expected to be minimal. Strong relationships exist between Del Norte, Trinity and Mendocino Counties that allow for open conversations and collaboration. The existing Redwood Coast Healthcare Coalition between Del Norte and Humboldt counties will continue to be leveraged in monitoring and mitigation of COVID-19 between counties. As Del Norte and Trinity counties do not have access to a public health laboratory, the Humboldt County Public Health Laboratory will continue to offer testing to Del Norte and Trinity counties in certain cases where quick results are necessary, such as those in high-risk situations or congregate living situations to aid in contact tracing. The Humboldt County Health Officer and Deputy Health Officer also participate in the Rural Association of Northern California Health Officers (RANCHO), consisting of Mendocino, Lake, Shasta, Siskiyou, Del Norte, Tehama and Humboldt county health officers. RANCHO was established to address planning capacity across the region during the pandemic.
	the current capacity to perform this milestone?	Redwood Coast Healthcare Coalition to collaborate and address myriad of emergency response potentials, including infectious disease prevention and control. This relationship will be leveraged in monitoring and mitigating COVID-19.
	Expected Achieve By Date (select from drop down)	May 2020

	Activity 6: Work with healthcare system to manage and monitor system capacity.	
Activity 6 - Milestone 1	Planned Activity (Provide a title for this milestone)	Create a COVID-19 Alert-Level Indicator System. (A)
	Implementation Plan (Bulleted items or brief sentences)	A COVID-19 Alert-Level Indicator System will be developed by Public Health Epidemiologist and Deputy Health Officer that will monitor indicators in three categories: Disease Situation, Healthcare System, and Disease Control. This three-pronged system will be a monitoring and trigger platform utilized by Public Health that will trigger response and containment measures based on indicators in each category. Certain indicators would include: level of disease burden, signs of resurgence of cases (syndromic data), capacity to treat severe cases (medical equipment/PPE available), number of

		healthcare worker infections, percentage of positive cases and capacity for robust testing & contact tracing. This data is already being collected and monitored individually but this platform will organize the data to create an "alert level" system to better inform Public Health staff, and eventually the healthcare industry and general public of current local status and potential threats that need attention, such as ICU bed capacity rates. The levels will range from "New Normal" (Green) to "High Risk" (Red). The current alert level will be shared in an online dashboard on the public-facing County website, along with recommended actions or precautions, if any, the public should be taking given the alert level. This would be a working document that would be adjusted in real-time with input from healthcare providers and the community. This system, combined with continuation of existing efforts as detailed below, will ensure Humboldt County is able to ensure critical care staff, necessary PPE and life-saving medical equipment, along with testing services are available to the community at all stages.
	Applicant capacity: What is the current capacity to perform this milestone?	The Humboldt County Medical Health Operational Area Coordinator (MHOAC) has worked extensively with critical infrastructure agencies and facilities to ensure they have access to the most up-to-date guidance and appropriate access to PPE through both commercial channels and the MHOAC. PPE has been distributed widely and monitoring of PPE caches for at-risk responders and healthcare/congregate facilities is a key function of the Emergency Operations Center (EOC). There are 4 hospitals in Humboldt County. All facilities maintain emergency operation, surge and pandemic plans, including a staffing matrix to ensure adequate staffing and oncall resources. Surge capacity has been built both within hospital walls and beyond hospital walls with two Alternative Care Sites (ACS) within the county for overflow of patients during a COVID-19 surge, with the plan to work with the MHOAC and EOC to ensure supplies and additional beds are available as needed.
	Expected Achieve By Date (select from drop down)	September 2020

	Activity 6: Work with healt	thcare system to manage and monitor system capacity.
Activity 6 - Milestone 2	Planned Activity (Provide a title for this milestone)	Provide meaningful morbidity and mortality reports to the Communicable Disease Unit, Health Officer, Deputy Health Officer and Public Health Director on an ongoing basis
	Implementation Plan (Bulleted items or brief sentences)	Analysis of health statistics, such as reportable conditions from CalREDIE or mortality data from CallVRS-VRBIS is performed by the Public Health epidemiologist to establish demographic, case, and temporal trends and patterns. These analyses are used to assess community health and applied to formulate and guide public health policy and programs. Examples include but are not limited to: Syndromic surveillance for influenza-like illness, enhanced case surveillance for conditions of public health concern (COVID-19), analysis of leading cases of mortality to address the impact of chronic diseases such as

Applicant capacity: What is the current capacity to perform this milestone?	diabetes and cancer, and acute injury and illness such as suicide and substance use disorder. The Public Health Epidemiologist is already providing reports to the Communicable Disease Unit, Health Officer, Deputy Health Officer and Public Health Director on a regular basis and will continue to modify reports based on identified needs, requests and/or state guidance.
Expected Achieve By Date (select from drop down)	May 2020

	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.	
Activity 7 - Milestone 1	Planned Activity (Provide a title for this milestone)	Improve response rates for entering racial demographics in CalREDIE. (A)
	Implementation Plan (Bulleted items or brief sentences)	Public Health will collaborate with local facilities conducting COVID-19 and serology testing to ensure all demographic information, specifically race, is obtained from patients and entered into CalREDIE at time of testing. Currently many local testing facilities are not entering racial data at the time of testing. Though the Public Health Communicable Disease Unit obtains this data when following up with patients who have tested positive, there is not capacity to follow up with patients who test negative. Racial data on both negative and positive results will allow Public Health a more complete understanding of COVID-19 transmission amongst different racial groups, and identification of local racial disparities related to COVID-19.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently many local healthcare providers do not immediately enter racial identity for patients into CalREDIE. It is at the time that positive cases are passed to Public Health to investigate that this data is entered into CalREDIE. Communicable Disease staff interviews patients and obtain this data, however it is only for positive cases they receive this data. Public Health publishes a Community Health Assessment (CHA) every 5 years which includes data surrounding population density, a landscape of community health including high-risk population density, health inequities (based on disease prevalence/mortality rates amongst certain populations), poverty levels and more. The most recent CHA was published in 2018. A Community Health Improvement Plan (CHIP) is developed with the results of the CHA, which is reassessed every 5 years to monitor the CHIP's impact on the community's health. This however does not paint a picture of any disparities related to COVID-19.
	Expected Achieve By Date (select from drop down)	January 2021

	Activity 7: Improve unders	standing of jurisdictional communities with respect to
Activity 7 - Milestone 2	Planned Activity (Provide a title for this milestone)	Report on number of calls to the COVID Compliance Tipline, and how many calls were followed up on, and report on number of businesses that have been certified for reopening. (B)
	Implementation Plan (Bulleted items or brief sentences)	In addition to the March 17th shelter in place order permitting a limited list of essential services to remain open, the Humboldt County Health Officer issued an order requiring facial coverings on April 28th. The Humboldt County Office of Emergency Services (OES)'s Emergency Operation Center (EOC) developed a COVID Compliance Tipline dedicated to community complaints about individuals or businesses violating these orders. Compliance Tipline staff will track the number of calls they receive and how many of those calls are followed up on by the appropriate jurisdiction. This data will be reported on a quarterly basis via this report template. Further, as the state begins to plan for opening up, the county developed a certification process. Businesses in each sector opening up are expected to submit a plan for reopening which defines how they will comply with state criteria. The EOC will review each plan and approve each business for reopening once their sector is open. The number of businesses certified will demonstrate compliance to state and local orders based on each sector's criteria for opening up.
	Applicant capacity: What is the current capacity to perform this milestone?	The county's COVID Compliance Tipline is staffed by the EOC and employees are collecting data surrounding the volume and nature of calls and complaints. As of May 1, the state is still in Stage 1. Humboldt County was in the process of developing our attestation application and developing certification applications for businesses in various sectors. The completed attestation has been submitted to and approved by CDPH.
	Expected Achieve By Date (select from drop down)	November 2020

Budget

			Monthly					
		Max#	Salary/Hourly			Months		
		of Hours	Range	Salary/Hourly	Total %	Position		Original
Expenditure Type	Expenditure Name	(if hourly employee)		Rate	Budgeted	Budgeted		Budget
						•		
Communicable Disease Investigator I		2946	17.29 - 22.19	17.73	100.00	17	\$	52,232.58
Deputy Health Officer		62	\$ 95.98	95.98	19.37	2	\$	5,950.76
Total Salaries and Wages							\$	58,183.34
FB - Fringe Benefits @					79.48%		\$	46,244.82
Total Fringe Benefits					79.48%		\$	46,244.82
Total Personnel							\$	104,428.16
Supplies								
SP - Office Supplies							\$	50.00
Total Supplies							\$	50.00
Other Costs							+	
OC - Computer/Laptop							\$	1,200.00
Total Other Costs							\$	1,200.00
Laboratory Subcontract Costs								
ApolloLIMS Laboratory Resulting Web Porta	al						\$	36,250.80
NCHIIN Bi-Directional Interface Fees							\$	6,000.00
ApolloLIMS Bi-Directional Interface Fees							\$	7,500.00
Redwood Laboratory Bi-Directional Interfac	e Fee						\$	6,500.00
Mad River Hospital Bi-Directional Interface	Fee						\$	13,500.00
Total Laboratory Subcontract Costs							\$	69,750.80
Total Direct Cost							\$	175,428.96
FA - Indirect (Use CDPH Approved Cost F	Rate for ICR)	25.0%	Indirect Type				\$	26,107.04
Total Budget							\$	201,536.00

Total not to exceed \$201,536.00.

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 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

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

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

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

ATTACHMENT B

Insurance Coverage Requirements

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

General Liability Insurance

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

(i)	General Aggregate Limit	\$2,000,000
(ii)	Each Occurrence	\$1,000,000

Workers Compensation & Employer's Liability Insurance

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

- (b) Workers' Compensation:
 - (i) California Statutory Benefits
- (b) Employer's Liability:

(i)	\$1,000,000	Bodily Injury each Accident
(ii)	\$1,000,000	Bodily Injury by Disease - Policy Limit
(iii)	\$1,000,000	Bodily Injury by Disease – Each Employee

Comprehensive Automobile Liability Insurance

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

Professional Liability Insurance

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

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

CERTIFICATE NO. ISSUE DATE

GL1-7476

ΑI

CERTIFICATE OF COVERAGE

08/10/2020

Public Risk Innovation, Solutions and Management

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901

LICENSÈ #0Ć36861

Member:

HUMBOLDT COUNTY ATTN: RISK MANAGEMENT DIVISION 825 FIFTH STREET EUREKA, CA 95501-1172 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	A- Public Risk Innovation, Solutions and Management
COVERAGE AFFORDED	В
COVERAGE AFFORDED	С
COVERAGE AFFORDED	D

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	X Excess General Liability X General Liability Aggregate X Auto Liability	PRISM 20 EL-04	07/01/2020	07/01/2021	\$1,000,000 \$2,000,000 \$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$100,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN HUMBOLDT COUNTY AND HELUNA HEALTH FOR FUNDING TO ENHANCE CAPACITY TO CONDUCT TESTING AND CONTRACT TRACING FOR COVID-19.

HELUNA HEALTH IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

Certificate Holder

HELUNA HEALTH 13300 CROSSROADS PARKWAY NORTH, SUITE 450 CITY OF INDUSTRY, CA 91746

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Public Risk Innovation, Solutions and Management

CERTIFICATE NO. ISSUE DATE

GL1-7477

CO

CERTIFICATE OF COVERAGE

08/10/2020

Public Risk Innovation, Solutions and Management

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

Member:

HUMBOLDT COUNTY ATTN: RISK MANAGEMENT DIVISION 825 FIFTH STREET EUREKA, CA 95501-1172 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	A- Public Risk Innovation, Solutions and Management
COVERAGE AFFORDED	В
COVERAGE AFFORDED	С
COVERAGE AFFORDED	D

Coverages

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

CO LTR TYPE OF COVERAGE MEMORANDUM NUMBER COVERAGE EFFECTIVE DATE COVERAGE	GE EXPIRATION LIABILITY LIMITS
A X Excess General Liability PRISM 20 EL-04 07/01/2020 07 X General Liability Aggregate	\$1,000,000 \$2,000,000 Limits inclusive of the Member's Self-Insured

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEEN HUMBOLDT COUNTY AND HELUNA HEALTH FOR FUNDING TO ENHANCE CAPACITY TO CONDUCT TESTING AND CONTRACT TRACING FOR COVID-19.

COVERAGE INCLUDES ERRORS AND OMISSIONS.

Certificate Holder

HELUNA HEALTH 13300 CROSSROADS PARKWAY NORTH, SUITE 450 CITY OF INDUSTRY, CA 91746

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Public Risk Innovation, Solutions and Management

WC-3075

CERTIFICATE OF COVERAGE

08/10/2020

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

HUMBOLDT COUNTY ATTN: RISK MANAGEMENT DIVISION 825 FIFTH STREET EUREKA, CA 95501-1172 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

 $\ensuremath{\mathsf{COVERAGE}}$ $\ensuremath{\mathsf{AFFORDED}}$ BY: A - See attached schedule of insurers

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

Member:

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
А	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2020	07/01/2021	WORKERS' COMPENSATION: Statutory EMPLOYERS' LIABILITY: \$5,000,000

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEEN HUMBOLDT COUNTY AND HELUNA HEALTH FOR FUNDING TO ENHANCE CAPACITY TO CONDUCT TESTING AND CONTRACT TRACING FOR COVID-19.

Certificate Holder

HELUNA HEALTH 13300 CROSSROADS PARKWAY NORTH, SUITE 450 CITY OF INDUSTRY, CA 91746 Cancellation

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

AUTHORIZED REPRESENTATIVE

Mina Jua

Public Risk Innovation, Solutions and Management

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

			_
			<u>—</u> .
			_
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.

Date Sent to Accounting: _

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.

Signature	Date
Printed Name and Title	
*******	**************************************
Received on:	
First Review & Date:	
Approver & Date:	