



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 Fresno
1221 Fulton Street
Fresno, CA 93721
ATTN: David Pomaville, Director, Department of Public Health
DPomaville@fresnocountyca.gov
(559) 600-6405

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

Program#: 0187.1580

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 **\$537,756.00**.

If for any reason Local Health Department receives an overpayment of amount described above, Local Health Department shall promptly notify HELUNA HEALTH of such overpayment 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 ELCCOVID19Invoices@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 ELCCOVID19Invoices@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.

DocuSigned by:

Peter Dale

Heluna Health E59C3427...

Peter Dale, Chief Program Officer

12/7/2020

Date

Ernest Buddy Mendes

County of Fresno

**Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno**

11/24/2020

Date

ATTEST:**Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California**By: *Josai Cough*
Deputy**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, except as required by the California Public Records Act. 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 (Provide a title for this milestone)	<i>Expand contact tracing workforce</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>Fresno County has a population of approximately 1,000,000 residents and should have at least 150 trained staff. Contact tracing capabilities are currently below recommended and the FCDPH is in the process of increasing personnel, training, and infrastructure to follow federal and state guidelines of 15:100,000 to continue to meet community needs as cases rise. Contact tracing division track cases using RedCap and Cal-Redie data management platforms to easily share information between investigators and epidemiologists. In efforts to increase community commitment, the FCDPH is recruiting personnel from stakeholder entities to assist with contact tracing to build a robust tracing team of 150 personnel.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>As of June 20, 2020 approximately 95 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 other 70 individuals for surge capacity will be completed by December 2020.</i>
	Expected Achieve By Date (select from drop down)	<i>December 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 (Provide a title for this milestone)	<i>Adopt and implement the State contact tracing platform</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>When the contact tracing platform, CalConnect, is available, Fresno County public health and information technology staff will implement the system and train public health staff and contact tracers to use the system, once all recordable data points are updated in software updates.</i>

	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently, all contact tracing is conducted through CalREDIE.</i>
	Expected Achieve By Date (select from drop down)	<i>December 2021</i>

Activity 2 - Milestone 1	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	<i>Community- based surveillance</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>The Population of Fresno County is 978,130. To meet 1.5 tests per 1,000 Fresno County capacity needs to be 1467 tests per day. The total capacity through all testing sites and facilities in Fresno Co. equals 1500. Fresno County has dramatically increased testing across the entire health care system and that capacity continues to increase. The framework for testing includes multiple providers, access points, and geographic diversity throughout Fresno County. The limiting factor to expand capacity has been specimen collection kits. Fresno County is now receiving 11,000 kits per allotment increasing our capacity to 1500 per day.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Current Testing Capacity Optum Serve Sites 132 - Fresno 132 - Sanger Community Health Clinic's; A third site is in development for west Fresno; Discussions for an additional fourth site are ongoing; 500 – Across 7 large and distributed clinic systems Hospitals 400 - Across 7 hospitals Fresno County Department of Public Health 150 - Remote Clinics, Emergency Responders, Home Health Providers 200- Skilled Nursing Facilities Testing locations are located across Fresno County and in all incorporated cities.</i>
	Expected Achieve By Date (select from drop down)	<i>December 2020</i>

Activity 2 - Milestone 2	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>
		<i>Process to review all deaths to verify if associated with COVID-19. Provide accurate information in a timely manner.</i>

	Implementation Plan (Bulleted items or brief sentences)	
	Applicant capacity: What is the current capacity to perform this milestone?	<i>CSMIT with epidemiology team reviews records of deaths for accurate reporting</i>
	Expected Achieve By Date (select from drop down)	

Activity 3 - Milestone 1	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	<i>Fresno County Public Health Laboratory facilities were flooded for a total lost in October 2018. We are rebuilding a new facility and are expected to open in October 2020. Currently, we have temporary COVID PCR only testing occurring at Fresno State University's lab facilities.</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>Expand Fresno State Capacities from 66 daily COVID PCR tests to 266 daily testing. Complete construction of new lab facility.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Facilities and equipment we have full capacity. We currently have 2 vacant Public Health Microbiologist positions. We are looking to fill within the next 14 days.</i>
	Expected Achieve By Date (select from drop down)	<i>December 2020</i>

Activity 3 - Milestone 2	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	<i>Ensure adequate inventory of specimen collection kits</i>
		<i>Maintain a daily minimum inventory of 1,000 collection kits on hand. Distribute to healthcare facilities, skilled nursing facilities, etc. upon</i>

	Implementation Plan (Bulleted items or brief sentences)	<i>request if their inventories run low. Request additional kits through MHOAC as needed.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Fully capable, depending on supply chain availability</i>
	Expected Achieve By Date (select from drop down)	<i>December 2020</i>

Activity 3 - Milestone 3	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	<i>Provide adequate data entry staff for lab reporting</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>Continue to expand available lab data entry staff and maintain staffing levels throughout the response term</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>7 staff assigned currently, need additional 5 staff for a total of 12 data entry staff</i>
	Expected Achieve By Date (select from drop down)	<i>September 2020</i>

Activity 3 - Milestone 4	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	<i>Expand FQHC and rural health clinics surveillance</i>
		<i>Execute contracts with participating clinics to approx. 200 individuals per week per site. Develop mobile PCR testing with UCSF to provide</i>

	Implementation Plan (Bulleted items or brief sentences)	<i>surveillance (asymptomatic) testing in rural and metropolitan areas. Coordinate locations with participating clinic sites and local jurisdictions.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	
	Expected Achieve By Date (select from drop down)	March 2021

Activity 3 - Milestone 5	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	<i>Serology Testing</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>When viable serology testing is available, conduct serology testing at DPH and through local participating clinics, with an emphasis on high-risk individuals including healthcare and other critical infrastructure workers. Utilize existing contracts with mobile units, FQHCs and rural providers to collect specimens and coordinate testing protocols as appropriate (either Public Health or commercial laboratory)</i>
	Applicant capacity: What is the current capacity to perform this milestone?	None
	Expected Achieve By Date (select from drop down)	September 2021

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 skilled nursing facilities</i>

	Implementation Plan (Bulleted items or brief sentences)	<i>Fresno County has 32 Skilled Nursing Facilities listed below. The Fresno County Department Health has been coordinating with the State of California Department of Public, Licensing and Certification Branch since late February.</i> <ul style="list-style-type: none"> • Weekly calls with key Department staff • Coordination of PPE requests through the MHOAC • Targeted investigations • Support for Testing and Tracing • Technical assistance and training • The Department of Public Health has deployed a COVID19 Medical Investigation Team focused specifically on this population
	Applicant capacity: What is the current capacity to perform this milestone?	<i>To remain compliant with AFL 20-53 and 20-55, all SNFs within Fresno County will have initial testing performed and notification will be sent to the State Licensing and Credentialing Board no later than June 30, 2020. Serial or surveillance testing of at least 25% of the SNF will be required weekly thereafter.</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>Health care worker return to work</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>The following applies to workers in professions related to health care and hospitals; skilled nursing facilities and long-term facilities; hospice; dialysis; infant care; settings which treat immunocompromised individuals; and all first responder agencies. An excluded worker may return to work when:</i> <ul style="list-style-type: none"> <i>i. At least 7 days have passed since recovery defined as resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); and,</i> <i>ii. At least 14 days have passed since symptoms first appeared.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>As of June 25, 2020 local health care facilities are experiencing staff shortages due to COVID-19 interventions. We will continue to assist facilities with resources and to bridge lines of communication to the State for continued awareness and requests for assistance.</i>
	Expected Achieve By Date (select from drop down)	<i>March 2022</i>

	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.
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Activity 4 - Milestone 3	Planned Activity (Provide a title for this milestone)	Monitoring of Food processing facilities and agriculture stakeholders
	Implementation Plan (Bulleted items or brief sentences)	Investigation of COVID-19 food processing facilities and agriculture stakeholders. Mobile swabbing based on geographical location of workers.
	Applicant capacity: What is the current capacity to perform this milestone?	Two personnel from the FCDPH Environmental Health Division are embedded with the MIT section to assist with investigations in food processing facilities. FCDPH coordinates for mobile swabbing locations.
	Expected Achieve By Date (select from drop down)	March 2022

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)	Regional Public Health Consortium Calls
	Implementation Plan (Bulleted items or brief sentences)	On a weekly basis, participate in San Joaquin Valley Public Health Consortium calls with other Central Valley counties to: <ul style="list-style-type: none"> • assess current standings throughout the region • coordinate regional containment and mitigation strategies • ensure cohesive messaging to drive voluntary compliance with containment measures • update on status of availability PPE, test kits, etc.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently participating in calls
	Expected Achieve By Date (select from drop down)	

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>Hospital Association/Medical Provider Calls</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>On a weekly basis, participate in Hospital Council calls with other Central Valley medical providers to:</i> <ul style="list-style-type: none"> • <i>assess current standings throughout the region</i> • <i>coordinate regional containment and mitigation strategies</i> • <i>update on status of availability PPE, test kits, etc.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently participating in calls</i>
	Expected Achieve By Date (select from drop down)	

Activity 5 - Milestone 3	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>Elected Officials Calls</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>On a bi-weekly basis, participate in calls with local, state and national elected officials to:</i> <ul style="list-style-type: none"> • <i>assess current standings throughout the region</i> • <i>coordinate regional containment and mitigation strategies</i> • <i>ensure cohesive messaging to drive voluntary compliance with containment measures</i> • <i>update on status of availability PPE, test kits, etc.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Currently participating in calls</i>
	Expected Achieve By Date (select from drop down)	

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>Assisting stakeholders with supplies</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>The County Medical Health Operational Area Coordinator (MHOAC) has developed an inventory of PPE available for use by County employees and partners, as well as assessed all suppliers and sources for ordering.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	<i>Our assessment indicates we have sufficient PPE on hand and available for day-to-day needs, as well as in the event of an outbreak or surge.</i>
	Expected Achieve By Date (select from drop down)	<i>December 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>Monitoring bed capacities</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>There are seven general acute care hospitals (GACH) in Fresno County. All these facilities maintain emergency operation, surge, and pandemic plans and are required to train on these at least twice annually per Centers for Medicaid and Medicare (CMS) guidelines. Each facility has a staffing matrix to ensure adequate staffing and available on-call resources. This plan can accommodate a minimum of 35% surge due to COVID-19 cases. The plan outlines both the existing bed capacity within our hospitals, as well as the ability to activate an Alternate Care Site (ACS) at the Fresno Convention Center. The bed capacity within hospitals is 1750, and the number of beds at the Convention Center ACS site adds 250 beds for a total of 2000 beds in our county dedicated to hospitalized patients.</i>

	Applicant capacity: What is the current capacity to perform this milestone?	At this time, we have used approximately 1000 beds for COVID and non-COVID patients, including 25/150 ICU beds. Therefore, we believe that we have the capacity to absorb a mild-to-moderate increases in the number of hospitalized COVID cases of 35-50% from the present volume and still maintain the standard of care level of medical treatment for all other patients. Each facility has specific plans for reassigning beds and opening additional spaces for patient care such as other treatment areas not traditionally used as bed space. Operating theaters can also be used to house ICU beds. Community Regional Medical Center Hospital has developed a plan for overflow of medical surgical patients during a COVID-19 surge and would make requests to the MHOAC program, through logistics in the County EOC, to assist with supplies and set up an additional 30 to 50 beds on or adjacent to their campus if needed. Our ACS capacity substantially augments our in-hospital surge capacity.
	Expected Achieve By Date (select from drop down)	

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>Helping the homeless population</i>
	Implementation Plan (Bulleted items or brief sentences)	<i>With the disestablishment of homeless camps, the county is establishing contracts for housing arrangements for COVID positive people. Mobile swabbing teams to perform testing in known areas of habitation throughout the county.</i>
	Applicant capacity: What is the current capacity to perform this milestone?	The community has developed approximately 500 new beds to assist individuals experiencing homelessness and to isolate COVID positive individuals RH Comm Builders (Agt. No. 20-126) 265 Poverello House (Agt. No. 20-147) 34 RH Comm Builders - Clarion (Lease Agt. 20-151) 15 RH Comm Builders - Travelodge (Lease Agt. 20-152) 20 Other (Lease Agt. 20-150) 40 Trailers (minimum beds listed) 56 Selma 45-60 Sanger 30-40
	Expected Achieve By Date (select from drop down)	December 2020

	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.
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Activity 7 - Milestone 2	Planned Activity (Provide a title for this milestone)	Monitor compliance indicators
	Implementation Plan (Bulleted items or brief sentences)	<ul style="list-style-type: none"> • Determine measurable indicators the Department has the ability to track (e.g., food facility data, call line information, successful contact tracing attempts) • Establish monitoring and tracking protocol • Consistently gather and update indicator data • Determine enforcement actions, as applicable • Disseminate compliance statistics via website
	Applicant capacity: What is the current capacity to perform this milestone?	RedCAP data tracking software
	Expected Achieve By Date (select from drop down)	December 2020

Budget

Expenditure Type	Expenditure Name	Employee Status	Max # of Hours (if hourly employee)	(if available) Annual	Salary/Hourly Rate	Total % Budgeted	Revised Total % Budgeted	Months Position Budgeted	Original Budget
				Salary/Hourly Range (per budget)					
DM Mary Morrisson	Manager COVID Response	Permanent		\$132,132	63.53		100%	6	\$ 66,066.00
SPHN Nestor Yalong (under SSU +5%)	MIT Investigation Lead	Permanent	40	\$90,985	43.74		100%	6	\$ 45,492.50
SPHN Lia Vangyi (under SSU +5%)	MIT Investigation Lead	Permanent	40	\$105,314	50.63		100%	6	\$ 52,657.00
SPHN Rebecca Herrera (under SSU +5%)	Swabbing lead	Permanent	40	\$83,050	39.93		100%	6	\$ 41,525.00
Quality Assurance/Training Coordinator TBD	Quality Assurance/Training Coc	Extra Help	40	\$79,997	38.46		100%	5	\$ 33,331.88
CSMIT Lead Angela Perez	Congregate Setting Lead	Permanent	40	\$57,185	27.49		100%	6	\$ 28,592.55
CSMIT Consult/Training TBD	CSMIT Consult Lead	Permanent	40	\$41,864	20.13		100%	6	\$ 20,932.20
Total Salary									\$ 288,597.13
Fringe Benefits @						78.00%			\$ 225,105.76
Total Personnel									\$ 513,702.88
Supplies									
SP - Office Supplies									\$ 4,253
Total Supplies									\$ 4,253
Equipment									
Equipment									\$ 4,800
Total Equipment									\$ 4,800
Other Costs									
OC - Facilities Operation									\$ 15,000
Total Other Costs									\$ 15,000
Total Direct Cost									\$ 537,756
Total Budget									\$ 537,756

Total not to exceed \$537,756.00.

Reporting

Progress Reports

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

Mandatory Grant Disclosures

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

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

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

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

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

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

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

ATTACHMENT B

Insurance Coverage Requirements

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

General Liability Insurance

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

Workers Compensation & Employer's Liability Insurance

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

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

Comprehensive Automobile Liability Insurance

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

Professional Liability Insurance

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

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



Certificate of Self-Insurance

Risk Management Division, 2220 Tulare St, 16th Fl., Fresno, CA 93721

Coverage: The County of Fresno is self-insured for the following coverage:

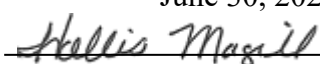
Type of Coverage	Self-Insured Limit
General & Auto Liability: Personal injury, bodily injury, property damage, errors and omissions	\$2,000,000
Professional Liability	\$1,000,000 per occurrence \$3,000,000 annual aggregate
Workers Compensation	\$2,000,000

Terms, Conditions and Special Items

1. The certification of self-insurance provided by this document conforms to the policies of the County of Fresno, which do not permit the assumption of liability arising from the negligence of individuals who are not officers or employees of the County. This document is to be used to support indemnification agreements that do not extend to the negligence of others.
2. The provisions included in the General Liability section shall apply only with respect to claims arising out of the negligent acts or omissions of the County of Fresno, or its officers and employees.

Cancellation

Should any of the above described self-insurance coverages be modified or cancelled before the expiration date shown below, the County of Fresno will provide 30 days written notice to the named certificate holder.

Certificate Holder: Heluna Health 13300 Crossroads Parkway North, Ste. 250 City of Industry, CA 91746 Fresno County Public Health working with Heluna Health in regard to funding epidemiology and laboratory capacity improvements for the COVID-19 response Contract term May 1, 2020 – March 23, 2022	Date Issued: July 21, 2020 Certificate expiration date June 30, 2021  _____ Hollis Magill Human Resources Manager
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ATTACHMENT C

Required Invoice Template **Draft**

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

Invoice Instructions

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

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

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

INVOICE

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

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

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

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

Please submit only one (1) invoice per month.

Due Date: Invoice and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.

Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).

For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

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

Signature _____

Date _____

Printed Name and Title _____

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

Received on: _____

First Review & Date: _____

Approver & Date: _____

Date Sent to Accounting: _____