



RESOLUTION No. 20-474

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF THE WORK ORDER AGREEMENT WITH PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. DBA HELUNA HEALTH TO PERFORM LOCAL HEALTH DEPARTMENT COVID-19 RESPONSE ACTIVITIES IN THE MAXIMUM AMOUNT OF \$187,664 FOR THE CONTRACT TERM OF MAY 1, 2020 THROUGH MARCH 31, 2022 AND AUTHORIZE AND DIRECT THE AUDITOR-CONTROLLER TO AMEND THE PUBLIC HEALTH DEPARTMENT'S BUDGET FOR FISCAL YEAR 2020/21 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on April 23, 2020 the Centers for Disease Control and Prevention (CDC) awarded \$631 million from the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 to support state and local COVID-19 response efforts; and

WHEREAS, the California Department of Public Health has contracted with Public Health Foundation Enterprises, Inc. DBA Heluna Health to administer contracts to local public health departments for their allocation of this funding; and

WHEREAS, the California Department of Public Health is allocating \$187,664 to the County of Nevada Public Health Department to rapidly establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory, and data collection and analysis; and

WHEREAS, the Nevada County Public Health Department will allocate this funding to the highest priority response needs in communicable disease control including case investigation and contact tracing, disease surveillance, supporting testing, coordination with and outbreak control and prevention for vulnerable populations.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Work Order Agreement with Public Health Foundation Enterprises, Inc. DBA Heluna Health, for the term of May 1, 2020 through March 31, 2022 in the maximum amount of \$187,664 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Work Order Agreement on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Health and Human Services Agency Public Health Department's Budget for Fiscal Year 2020-21 as follows:

Fiscal Year 2020/21

Revenue:	1589-40107-492-7120 / 446690	\$187,664
Expenditure:	1589-40107-492-7120 / 510100	\$169,472
	1589-40107-492-7120 / 538013	\$ 18,192

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of November, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: Julie Patterson Hunter

Heidi Hall
Heidi Hall, Chair

11/10/2020 cc: BH* (hold)
AC*

12/2/2020 cc: PH*
AC* (Release)
PHFE, Inc.*



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 Nevada
950 Maidu Avenue
Nevada City, CA 95959
ATTN: Jill Blake, Public Health Director
Jill.blake@co.nevada.ca.us
(530) 265-1732

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

Program#: 0187.3380

- 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 **\$187,664.00**.

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 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.

Peter Dale

Peter Dale (Nov 24, 2020 11:09 PST)

Signature & Date
Heluna Health

Heidi Hall

Heidi Hall (Nov 10, 2020 14:26 PST)

Signature & Date
County of Nevada

Name & Title

Julie Packard Smith

Signature & Date

Name & Title

TERMS AND CONDITIONS

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

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 30 days prior to the effective date of termination. Either party may terminate this Agreement with reasonable cause effective immediately by giving written notice of termination for reasonable cause to the other party. Reasonable cause shall mean: (A) material violation or breach of this Agreement; (B) any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; (C) cancellation or reduction of funding affecting the Program affecting the Services; or (D) improper use of funds. In the event this Agreement is terminated for reasonable cause by HELUNA HEALTH, Local Health Department shall not be relieved of any liability to HELUNA HEALTH for damages and HELUNA HEALTH may withhold any payments to Local Health Department for the purpose of setoff until such time as the actual amount of damages due to HELUNA HEALTH from Local Health Department is determined.

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

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

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

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

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

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

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

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

To the extent that the Work Product may not, by operation of law, vest in the HELUNA HEALTH or may not be considered to be works made for hire, all right, title and interest therein are hereby irrevocably assigned to the HELUNA HEALTH. Local Health Department understands that HELUNA HEALTH may register the copyright, trademark, patent and other rights in the Work Product in HELUNA HEALTH's name and Local Health Department grants HELUNA HEALTH the exclusive right, and appoints HELUNA HEALTH as attorney-in-fact, to execute and prosecute in Local Health Department's name as author or inventor or in HELUNA HEALTH's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right or interest in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. Local Health Department hereby agrees to sign such applications, documents, assignment forms and other papers as the HELUNA HEALTH requests from time to time to further confirm this assignment and Local Health Department agrees to give the HELUNA HEALTH and any person designated by the HELUNA HEALTH any reasonable assistance required to perfect and enforce the rights defined in this section. Local Health Department further understands that the HELUNA HEALTH has full, complete and exclusive ownership of the Work Product. In the event the aforementioned assignment is invalid, Local Health Department grants HELUNA HEALTH a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of the Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicensees. 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.** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in 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)	Expand Community Contact Tracing Workforce
	Implementation Plan (Bulleted items or brief sentences)	Nevada County has a population of approximately 99,755 residents should have at least 16 trained contact tracing staff as well as 15 local volunteer contact tracers to provide back-up support. However, the need for contact tracers is continually being evaluated. Staff anticipates recruiting more contact tracers to address the increase of contacts to due to the increase of cases. Staff will recruit contact tracers from a variety of resources: additional county staff, Disaster Healthcare Volunteers (DHV) registrants, and possibly utilize state workforce trained in CalConnected.
	Applicant capacity: What is the current capacity to perform this milestone?	Multiple Nevada County Public Health Department (NCPHD) staff have been trained and utilized as case investigators. Currently there are 16 case investigators, which includes 3 nurse volunteers, and 11 contact tracers. Case investigators can also do contact tracing, but the goal is to expand the number of staff specifically assigned to contact tracing of individuals not in the same family unit of the case.
	Expected Achieve By Date (select from drop down)	January 2021

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)	Meet and Learn with Case Investigators and Contact Tracers
	Implementation Plan (Bulleted items or brief sentences)	Trained contact tracers and case investigators will have regular meetings/trainings to update status of cases, identify issues present, and review processes and data collection techniques to maintain proper data collection and reporting. At the meetings, the Communicable Disease Lead Coordinator and Epidemiologist will also provide contact tracers and case investigators with the most up to date information to provide to case contacts for proper containment, quarantine, and safety precautions to eliminate and mitigate spread of disease.

	Applicant capacity: What is the current capacity to perform this milestone?	Communicable Disease Lead Coordinator and Epidemiologist meet with contact tracers and case investigators on regular basis or as needed at this time to provide information to enhance contract tracers' ability to educate and inform contact.
	Expected Achieve By Date (select from drop down)	January 2022

Activity 1 - Milestone 3	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
	Planned Activity (Provide a title for this milestone)	Workforce Contact Tracing Education - Specific to Long-Term Care and Assisted Living Facilities
	Implementation Plan (Bulleted items or brief sentences)	Educate long-term care and assisted living facilities in the County about the contact tracing of current workforce. Staff will develop education materials and utilize our County's Emergency Preparedness Healthcare Facility Contact List to provide information as to expectations of contact tracing and how to prepare staff for the possibility of having a contract tracer communicate with them. Outreach will include education about what data should be collected on an on-going basis to speed up the contact tracing process and thereby, make it more effective if there is an outbreak in the facility. There are 5 long-term care facilities and 7 assisted living facilities in the county; goal is to provide outreach to all 5 long-term care and 7 assisted living facilities.
	Applicant capacity: What is the current capacity to perform this milestone?	Epidemiologist and Communicable Disease Control staff work with long-term care and healthcare facility staff to evaluate potential case management, but limited evaluation of contact workforce has been done due to no cases at present. Emergency Preparedness staff and Deputy Health Officer have educated healthcare facility Infection Control Practitioners and management about mitigation efforts and containment.
	Expected Achieve By Date (select from drop down)	November 2020

Activity 2 - Milestone 1	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Counting our Communities
	Implementation Plan (Bulleted items or brief sentences)	Epidemiology and Communicable Disease Control staff currently conduct and will continue to conduct syndromic surveillance as well as manage case investigation and contract tracing efforts. Staff will continue to submit data to the National Syndromic Surveillance Program (NSSP) from both local hospitals and evaluate emergency room attendance. Staff will continue to evaluate metrics set forth not only by CDPH, but also by the NCPHD to evaluate disease morbidity. Morbidity and mortality rates will continue to be evaluated to meet the

		County's state attestation. In addition to continuation of current efforts, staff will utilize new queries available in the NSSP database to provide data on various population groups. Staff will also provide outreach to 3 urgent care providers in the County to encourage them to start submitting data through the NSSP.
	Applicant capacity: What is the current capacity to perform this milestone?	NCPHD staff work with both of the acute care hospitals to support the NSSP program. Both entities have their emergency room chief complaint data submitted to the NSSP. NCPHD Epidemiology staff have utilized this data to submit trends for chief complaint data in the emergency rooms.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 2 - Milestone 2	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Expand School Syndromic Surveillance
	Implementation Plan (Bulleted items or brief sentences)	Invite additional schools to participate in in Nevada County's School Absenteeism Syndromic Surveillance Program by providing outreach to local school and district staff to maintain participation of schools already reporting - many of which have been reporting sporadically so outreach would be focused on getting schools to report more consistently. Outreach will also be provided to 10 public schools to encourage those schools to begin participation in the reporting program. Data collected through the program will include, but not be limited to enrollment and attendance numbers as well as students experiencing COVID-19 symptoms. Goal is to collect data daily, if not multiple times a week to enhance community-based surveillance.
	Applicant capacity: What is the current capacity to perform this milestone?	NCPHD currently conducts syndromic surveillance of participating schools. Data, enrollment numbers as well as Influenza-Like Illness (ILI) symptoms, is consistently submitted by 3 schools. Submitted data is analyzed weekly and if significant increases in symptoms or absenteeism are seen, staff provide outreach to the school.
	Expected Achieve By Date (select from drop down)	December 2021

Activity 2 - Milestone 3	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	RODS REVIEW
	Implementation Plan (Bulleted items or brief sentences)	Real Time Outbreak and Disease Surveillance (RODS) system will be utilized to analyze Over the Counter (OTC) purchases. Data will be reviewed more frequently to determine if these purchases correlate to an increases in morbidity reporting to the NCPHD and determine longitudinal trends. This will help the NCPHD in early detection of new infections.

	Applicant capacity: What is the current capacity to perform this milestone?	NCPHD receives RODS OTC data for the pharmacy chains in the County. Staff currently analyzes this information on a weekly basis to evaluate spikes of purchases for Influenza-Like Illness or other type of OTC medicines.
	Expected Achieve By Date (select from drop down)	February 2022

Activity 2 - Milestone 4	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Morbidity and Mortality Metric Management
	Implementation Plan (Bulleted items or brief sentences)	Continue to analyze and evaluate morbidity and mortality data on a regular basis. Data will be evaluated to meet the County's state attestation priorities: percentage of positivity among those tested and the number of tests occurring. Data from CalREDIE and other resources will be utilized.
	Applicant capacity: What is the current capacity to perform this milestone?	Epidemiology staff currently evaluate morbidity and mortality data from CalREDIE to determine positive case and testing rates in the County and verify that data meets the County's state attestation.
	Expected Achieve By Date (select from drop down)	February 2022

Activity 2 - Milestone 5	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Monitor and Report COVID-19 Related Deaths
	Implementation Plan (Bulleted items or brief sentences)	Identify COVID-19 cases that have succumbed to the illness. Confirmation of the death will be made through CalREDIE as well as the California Electronic Death Registration System (EDRS). The CDPH's Influenza monthly report will also be evaluated and compared to current data. COVID-19 related deaths will be reported to the state via CalREDIE and posted on the County's GIS dashboard which is available for public viewing.
	Applicant capacity: What is the current capacity to perform this milestone?	Epidemiologist monitors and evaluates CalREDIE data and the CDPH's Influenza Report. The Communicable Disease Controller also has the ability to do this evaluation. Vitals department staff may identify decedents to be evaluated by the Epidemiologist.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 3 - Milestone 1	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	Testing Capacity Enhancement

	Implementation Plan (Bulleted items or brief sentences)	Nevada County currently has adequate testing capacity for the general public. However, this is based on the availability of two OptumServe testing sites currently located in our county. NCPHD staff will continue to closely monitor the availability of the two OptumServe testing sites and encourage providers and healthcare entities to expand their testing capacity to prepare the possibility of losing the OptumServe testing sites. NCPHD staff will initially focus efforts on addressing the lack of testing availability on-site at skilled nursing facilities, jails, homeless shelters, and assisted living facilities. County staff will start planning for testing availability on-site at these facilities to prevent an outbreak or mitigate the effects of an outbreak.
	Applicant capacity: What is the current capacity to perform this milestone?	Nevada County currently has multiple opportunities to test residents for COVID-19 to meet the required minimum daily testing volume capacity of 1.5 per 1,000. In Western Nevada County there is an OptumServe site location that has capacity of approximately 130 tests per day. There are seven healthcare providers (includes healthcare clinics as well as independent private providers) who can test approximately an additional 140 individuals per day. The hospital in Western Nevada County, Sierra Nevada Memorial Hospital (SNMH), is part of a larger hospital network and thus, has the capacity to test a large number of individuals if necessary. Eastern Nevada County has an OptumServe site which also can test approximately 130 people per day. Tahoe Forest Hospital (TFH) has the ability to conduct testing, but in a limited capacity at this time.
	Expected Achieve By Date (select from drop down)	February 2022

Activity 3 - Milestone 2	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	Serology Promotion and Surveillance
	Implementation Plan (Bulleted items or brief sentences)	NCPHD staff will promote serology testing in the community with healthcare providers including Federally Qualified Health Centers (FQHC), independent providers, acute care hospitals, and long-term care facilities. When CDPH approves serological testing for confirmatory testing, promotion will be done through the Provider Update/Advisory which is distributed to the majority of medical providers in the County and Health Officer Promotion with staff at both hospitals, through the local Medical Society, and attending healthcare provider staff meetings. Promotion of Serology testing strategies with the County Public Information Office will also be done when appropriate. When available, Epidemiologist and Communicable Disease staff will collect data and information from CalREDIE to evaluate past infection rates as well as current infection rates.
	Applicant capacity: What is the current capacity to perform this milestone?	There currently is no plan or capacity for serology testing.

	Expected Achieve By Date (select from drop down)	March 2021
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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)	Long-term Care Surveillance and Evaluation
	Implementation Plan (Bulleted items or brief sentences)	Work with Infection Control Practitioners (ICP) at all 5 long-term care facilities in Nevada County to conduct syndromic surveillance and monitor outbreak illness at the facilities. Utilize the Healthcare-Associated Infections (HAI) line for COVID-19 outbreaks to report and supplement the investigation at the long-term care facility. If an outbreak occurs, case investigators and contact tracers, in conjunction with Infection Control Practitioners at the facility, will be immediately assigned to follow up with all positive cases and identified contacts.
	Applicant capacity: What is the current capacity to perform this milestone?	Deputy Health Officer and Emergency Preparedness staff educate and prepare mitigation plans for each long-term care facility. Epidemiologist and Communicable Disease Control staff have relationships with ICPs at the facilities to report cases of COVID-19 and collaborate on outbreak case reduction to elimination.
	Expected Achieve By Date (select from drop down)	October 2021

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)	Healthcare Worker Outreach and Follow Up
	Implementation Plan (Bulleted items or brief sentences)	Emergency Preparedness Coordinator or other designated staff conduct surveys of healthcare facilities to monitor employee health and patient protections in an outbreak on a quarterly basis. Regular check-ins and discussions will also be included in Nevada County's Health Care Coalition meetings. NCPHD staff will respond accordingly to the needs identified by the facilities, and will help to develop strategies that enable facilities to comply with state recommendations.
	Applicant capacity: What is the current capacity to perform this milestone?	Our Deputy Health Officer and Emergency Preparedness Coordinator work and consult with Health Care Coalition partners to help educate staff regarding testing and employee health.
	Expected Achieve By Date (select from drop down)	December 2021

	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)	Assessment of Interventions for Vulnerable Populations
	Implementation Plan (Bulleted items or brief sentences)	Will participate in a task force to develop a statewide, standardized assessment tool. Will then utilize the standardized assessment tool within our own County to assess interventions in place to protect high-risk populations.
	Applicant capacity: What is the current capacity to perform this milestone?	Assessments have been done by the NCPHD's public health nurses of facilities that house high-risk populations such as long-term care facilities, jails, and homeless shelters. Public health nurses and Health Officers have recommended interventions and changes in practice in order to reduce the risk of infection for the populations in these congregate settings.
	Expected Achieve By Date (select from drop down)	November 2021

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)	Monitor Outbreaks and Cases from Neighboring Jurisdictions
	Implementation Plan (Bulleted items or brief sentences)	Identify COVID-19 cases and outbreaks that are affiliated with neighboring jurisdictions via case and contact investigation. Case investigators will collect information about exposures that would demonstrate out-of-jurisdiction residential contact. Data will be captured and entered into CalREDIE during the investigation. Data from neighboring jurisdictions will be analyzed to provide a regional view of outbreaks and can be used in, collaboration with neighboring county health departments, to develop more effective mitigation strategies for a regional outbreak. Regional reporting metrics will be published on the County's GIS dashboard which is available for public viewing.
	Applicant capacity: What is the current capacity to perform this milestone?	Nevada County has several communities which lie on the border of another county, thus sharing jurisdictional boundaries. Public Health Department staff at the neighboring counties collaborate well with the NCPHD staff to determine the source of shared outbreaks or increased cases. Staff also transfer cases identified to live in neighboring counties via CalREDIE.
	Expected Achieve By Date (select from drop down)	February 2022

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)	Contact Exposed Air Travelers

	Implementation Plan (Bulleted items or brief sentences)	The County's Communicable Disease Coordinator and Epidemiologist will receive information from the CDC Quarantine stations and CDPH relating to exposed air travelers. Staff will reach out to exposed travelers to provide information on exposures, travel, and possible quarantine. Contact will be made by telephone, email, or mail depending on what is most appropriate.
	Applicant capacity: What is the current capacity to perform this milestone?	Epidemiologist and Communicable Disease Coordinator are notified via CDPH regarding the air travel exposures. Staff notify identified travelers of exposures through a variety of mechanisms.
	Expected Achieve By Date (select from drop down)	February 2022

Activity 6 - Milestone 1	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	eCR Data Analysis and Evaluation
	Implementation Plan (Bulleted items or brief sentences)	Epidemiologist or other designated staff will review and evaluate eCR data from CalREDIE upon receipt. NCPHD staff is familiar with eCR data, but will learn more about eCR and its functionality to incorporate into surveillance and detection. Analyzed data will be distributed to partners and appropriate stakeholders to provide a public health perspective of care.
	Applicant capacity: What is the current capacity to perform this milestone?	NCPHD staff is familiar with eCR data.
	Expected Achieve By Date (select from drop down)	January 2022

Activity 6 - Milestone 2	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	Assess PPE and Life Saving Equipment Needs
	Implementation Plan (Bulleted items or brief sentences)	The Emergency Preparedness Coordinator and designated staff will continue to monitor inventory and conduct regular assessments of the needs of the healthcare system specifically for PPE and other lifesaving equipment through the Medical Health Operational Area Coordination (MHOAC) system. Assessment data will be analyzed to determine where the greatest needs are and to ensure that the needs of the healthcare community are met to the extent possible (i.e., depending on availability of PPE and other lifesaving equipment). Requests for supplies will be submitted via the MHOAC system.

	Applicant capacity: What is the current capacity to perform this milestone?	The County's assessment of healthcare PPE needs is accomplished via our Logistics Chief and via the MHOAC system, through which requests for supplies are submitted. The MHOAC Program is prepared to address or supplement the needs for PPE through our existing inventory or by routing the request to Regional Disaster Medical Health Specialist (RDMHS).
	Expected Achieve By Date (select from drop down)	February 2022

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)	Monitor Compliance Indicators
	Implementation Plan (Bulleted items or brief sentences)	NCPHD staff will be designated to reach out to County code enforcement staff to review complaints received related to recommended public health guidelines and mandatory Governor's Orders for public health safety. Analysis of the data will inform public education efforts when trends are identified as well as individual follow up as necessary. If the information is not currently collected by an entity, it will be determined the best way to collect and share the complaint data between the NCPHD and Code Enforcement entities.
	Applicant capacity: What is the current capacity to perform this milestone?	NCPHD staff currently reviews complaints made directly to the NCPHD, but this would be an expansion to improve coordination with Code Enforcement entities.
	Expected Achieve By Date (select from drop down)	December 2020

Activity 7 - Milestone 2	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.	
	Planned Activity (Provide a title for this milestone)	Call Tally Analysis
	Implementation Plan (Bulleted items or brief sentences)	Collaborate with local 211 agencies to share data relating to COVID-19 calls with the NCPHD. NCPHD staff will be identified to receive and track information relating to the number of calls on COVID-19 related items. An Analyst will be assigned to review the call data and determine resources and public education efforts needed in the community. Initially, call data will be collected on a regular basis to identify the most significant needs.
	Applicant capacity: What is the current capacity to perform this milestone?	NCPHD has staff, including Analysts, available for this task, but none have been assigned or started yet.
	Expected Achieve By Date (select from drop down)	October 2021

Activity 7 - Milestone 3	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.	
	Planned Activity (Provide a title for this milestone)	Expand partnership with County IS staff in order to determine and map high-risk population density in Nevada County.
	Implementation Plan (Bulleled items or brief sentences)	Work with identified County IS staff to map where those who are diagnosed with COVID-19 reside, and utilize local data (included data found in our Community Health Assessment) to identify where in the county we have concentrations of population of >65 yrs., the proportion of population with underlying conditions, households whose primary language is Spanish, and populations without insurance and below poverty level.
	Applicant capacity: What is the current capacity to perform this milestone?	We currently work with County IS staff to maintain a COVID-19 dashboard that helps keep the community informed of COVID-19 related data. This partnership will be expanded to help inform us of pockets of population that may be at higher risk of serious illness due to the novel coronavirus.
	Expected Achieve By Date (select from drop down)	December 2020

Budget

Expenditure Type	Expenditure Name	Max # of Hours (if hourly employee)	Monthly Salary/Hourly Range (per budget)	Salary/Hourly Rate	Total % Budgeted	Months Position Budgeted	Original Budget
Postion Title:							
PHN Temp	Wambaugh	51		\$ 40.79	2.7%	23	\$ 2,080.29
RN II	Miessler	51		\$ 38.42	2.6%	23	\$ 1,959.42
RN II	Nunez	51		\$ 38.42	2.6%	23	\$ 1,959.42
RN II	Gibbons	51		\$ 38.42	1.8%	23	\$ 1,959.42
Occupational Therapist	Casolo	51		\$ 42.98	2.6%	23	\$ 2,191.98
Epidemiologist	Whittaker	208		\$ 49.31	5.2%	23	\$ 10,256.48
PHN Sr	Key	156		\$ 49.60	3.9%	23	\$ 7,737.60
PHN Sr	Beauchamp	51		\$ 49.60	1.3%	23	\$ 2,529.60
PHN Sr	Kestler	51		\$ 49.60	1.3%	23	\$ 2,529.60
PHN II	Armstrong	51		\$ 45.07	1.3%	23	\$ 2,298.57
PHN II	Zieman	51		\$ 43.43	1.3%	23	\$ 2,214.93
PHN II	Kirby-Ross	51		\$ 49.58	2.6%	23	\$ 2,214.93
Health Ed Coordinator	Bradley	51		\$ 40.82	1.3%	23	\$ 2,081.82
Sr Admin Analyst	Daniel	51		\$ 40.01	1.3%	23	\$ 2,040.51
Health Ed Coordinator	Crim	51		\$ 32.35	1.3%	23	\$ 1,649.85
Health Ed Coordinator	Glaz	51		\$ 37.10	1.3%	23	\$ 1,892.10
Health Ed Coordinator	Guevin	51		\$ 34.15	1.3%	23	\$ 1,741.65
Health Tech Sr	Lopez	51		\$ 30.25	1.3%	23	\$ 1,542.75
Health Tech II	Romero	51		\$ 20.73	1.3%	23	\$ 1,057.23
Health Tech II	Magliocca	51		\$ 20.93	1.3%	23	\$ 1,067.43
Health Tech Sr	Richardson	51		\$ 26.30	1.3%	23	\$ 1,341.30
Admin Asst II	Smith	51		\$ 30.63	1.3%	23	\$ 1,562.13
Total Salaries and Wages							\$ 55,909.01
FB - Fringe Benefits @					56.72%		\$ 31,712.46
Total Fringe Benefits					56.72%		\$ 31,712.46
Total Personnel							\$ 87,621.47
Other Costs							
OC - Communications	Cell phone usage for contact tracing						\$ 4,042.39
OC - Training	Contract tracing training						\$ 14,617.63
OC - Facilities Operation	Information Services & Facilities Maintenance						\$ 2,000.00
OC - Other	Contracts with PH Officers						\$ 51,477.14
OC - Other	Contract: Information sharing & Contact tracing						\$ 6,000.00
Total Other Costs							\$ 78,137.16
Total Direct Cost							\$ 165,758.63
FA - Indirect (Use CDPH Approved Cost Rate for ICR)		25.0%	Indirect Type				\$ 21,905.37
Total Budget							\$ 187,664.00

Total not to exceed \$187,664.00.

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.

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 ELCCCOVID19Invoices@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: _____