



January 18, 2021

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: ACCEPT THE WORK ORDER AGREEMENT WITH HELUNA HEALTH TO PROVIDE COVID-19 SUPPORT SERVICES TO ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT, DIVISION OF COMMUNICABLE DISEASE CONTROL AND PREVENTION

RECOMMENDATIONS

- A. Approve the Work Order Agreement between Heluna Health and the Alameda County Public Health Department to provide administrative and logistical support in implementing the Epidemiology and Laboratory Capacity project for COVID-19 in Alameda County for the period retroactive to 5/1/20 – 3/31/22;
- B. Accept compensation under the terms of the agreement in a total amount not to exceed \$66,054.68; and
- C. Authorize the Auditor-Controller to make the related budget adjustments.

DISCUSSION/SUMMARY

The Centers for Disease Control and Prevention awarded Heluna Health (Heluna) to implement the Epidemiology and Laboratory Capacity Project (ELC) under the Coronavirus Aid, Relief, and Economic Security Act in Alameda County. The intention of this funding is to rapidly establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory, and informatics to assist local governments in making data-driven policy decisions regarding testing, mitigation, and prevention efforts. A workforce will be deployed consisting of trained Case Investigation/Contact Tracing staff from community health centers, State-supplied workers, and personnel contracted with community-based organizations needed to serve the residents of the County. They will aggressively identify cases, conduct contact tracing and follow up; improve morbidity and mortality surveillance; enhance laboratory testing and capacity; control COVID-19 and protect vulnerable populations in high-risk settings; monitor and mitigate infections from air travel and neighboring jurisdictions; and work with healthcare systems to manage system capacity and improve jurisdictional understanding of the pandemic.

Heluna contracted with Alameda County Public Health Department (ACPHD) for its technical expertise and collaborative support to enhance detection, mitigation, and prevention efforts related to the COVID-19 pandemic. Under this work order agreement, Heluna will be hiring staff consist of 1 Epidemiologist, 1 RN Infection Preventionist, and 1 Microbiologist to work under the supervision of

ACPHD. The epidemiologist will monitor and report daily incidence rate with surveillance of COVID-19 deaths and morbidities and implement improved data collection and analysis methods focused on mitigating introduction of COVID-19. The Microbiologist will help with additional testing of County residents especially in Skilled Nursing/Long Term Care Facilities and community organizations resulting from enhanced laboratory molecular testing and reporting capacity as well as installation of additional instruments. The Infection Prevention Nurse will assist in infection prevention and control assessments in high risk health care and congregate living settings and in other outbreak facilities, develop new evaluation tool kits, and establish clear referral and prioritization system. ACPHD will conduct training of the support staff to ensure adherence to County's professional standards and regulations, allow use of work facilities and equipment, and provide laboratory and testing supplies and materials as maybe expedient and necessary. For the most part, the County's Public Health Lab will be engaged in this collaboration project with Heluna.

FINANCING


This new award is not included in ACPHD FY 2020-21 approved budget; therefore, budget adjustments are necessary to increase revenue and appropriation per attached financial recommendation. There is no impact to net County cost from approving the above recommendations.

VISION 2026 GOAL

COVID-19 mitigation and control project meets the 10X goal pathway of **Healthcare for All** in support of our shared vision of **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:



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Colleen Chawla, Director
Health Care Services Agency

FINANCIAL RECOMMENDATION		AGENDA DATE:		2/9/2021
Subject of Board Letter:	ACCEPT THE WORK ORDER AGREEMENT WITH HELUNA HEALTH TO PROVIDE SUPPORT SERVICES TO ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT FOR COVID-19, DIVISION OF COMMUNICABLE DISEASE CONTROL AND PREVENTION			
BY:	2021	FUND:	10000	
The use of Designations, as follows:				
NAME OF DESIGNATION		ORG	AMOUNT	
The increase (decrease) in anticipated revenue, as follows:				
		<i>Informational</i>		
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350261	456120	00000		40,207
			ORG TOTAL	\$ 40,207
		<i>Informational</i>		
ORG	ACCT	PROG	PROJ/GR	
			ORG TOTAL	\$ -
GRAND TOTAL ANTICIPATED REVENUE				\$ 40,207
The increase (decrease) in appropriations, as follows:				
		<i>Informational</i>		
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350200	610000	00000		40,207
			ORG TOTAL	\$ 40,207
		<i>Informational</i>		
ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	\$ -
GRAND TOTAL APPROPRIATION				\$ 40,207



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
Alameda County Public Health Department
1000 Broadway, Suite 500
Oakland, CA 94607
ATTN: Kimi Watkins-Tartt, Public Health Director
Kimi.watkins-tartt@acgov.org
(510) 267-8066

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

Program#: 0187.0580

- 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.** Heluna Health has been granted an award by (Department of Health and Human Services – Centers for Disease Control and Prevention 6NU50CK000539-01-08), under which Heluna Health and the Local Health Department will collaborate on the program. Local Health Department has the expertise in the necessary area(s) which their expertise can assist Heluna Health to perform its obligations under the Funding Award Agreement. Heluna Health will engage the services of the Local Health Department to assist Heluna Health in the performance of certain of its obligations under the Funding Award Agreement, as set forth herein. 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 **\$66,054.68**.

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. Each party, 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 the other party prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

C-2021-5

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

Signature & Date
Heluna Health

Approved as to Form
Donna R.Ziegler

DocuSigned by:
K. Joon Oh, Dep. County Counsel/2020

Signature & Date

K. Joon Oh, Dep. County Counsel

Name & Title

Keith Carson

FEB 09 2021

Signature & Date

KEITH CARSON

Name & Title
PRESIDENT OF THE BOARD OF SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA

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.

HELUNA HEALTH shall not be an employee of Local Health Department 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.

HELUNA HEALTH shall retain sole and absolute discretion and judgment in the manner and means of carrying out HELUNA HEALTH's services hereunder. HELUNA HEALTH is in control of the means by which its services are accomplished. Any advice given to Local Health Department regarding such services shall be considered a suggestion only, not an instruction. Local Health Department retains the right, but does not have the obligation, to inspect, stop, or alter the work of HELUNA HEALTH to assure its conformity with this Agreement. HELUNA HEALTH shall be responsible for completing its services under this Agreement and within the time period and schedule set forth in the SOW, but HELUNA HEALTH 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.

Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by Local Health Department on behalf of HELUNA HEALTH or the employees of HELUNA HEALTH. Local Health Department shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

HELUNA HEALTH understands that HELUNA HEALTH is responsible to pay, according to law HELUNA HEALTH's income taxes. HELUNA HEALTH agrees to defend, indemnify and hold Local Health Department harmless from any and all claims made by federal, state and local taxing authorities on account of HELUNA HEALTH's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of HELUNA HEALTH's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, HELUNA HEALTH will not be eligible for employment with Local Health Department 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. Because HELUNA HEALTH is an independent entity, HELUNA HEALTH is not eligible for, and shall not participate in, any Local Health Department pension, health, or other fringe or employee benefit plans. Only personnel hired as Local Health Department employees are eligible to receive fringe benefits, if any.

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.

No workers' compensation insurance shall be obtained by Local Health Department concerning HELUNA HEALTH or the employees of HELUNA HEALTH. All persons hired by HELUNA HEALTH to assist in performing the tasks and duties necessary to complete the Services shall be the employees of HELUNA HEALTH unless specifically indicated otherwise in an agreement signed by all parties. HELUNA HEALTH shall immediately provide proof of insurance, including Workers' Compensation insurance and General Liability insurance, covering said employees, upon request of by Local Health Department.

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.** Either party may terminate this Agreement without cause at any time by giving written notice to the other party 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 Business Associate Agreement.** Attachment D, HIPAA Business Associate Agreement, is incorporated into this Agreement by this reference.
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 Confidential Information shall not include records prepared, conceived, originated, discovered, or developed by the parties in order to fulfill the Statement of Work. Local Health Department upon request at any time and upon termination of this Agreement. This section shall survive expiration or termination of this Agreement.

The provisions in this Section 9 are subject to, and shall in no way affect, restrict, or interfere with, the Local Health Department's obligation to comply with all applicable laws and regulations, including without limitation the California Public Records Act.

10. **NON-SOLICITATION OF EMPLOYEES.** To the extent enforceable under California law, 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.

Notwithstanding any of provision in the Agreement, neither a job posting by County of Alameda, an automated response to a notification request for a job posting, nor a voluntary response or application to a job posting nor a resulting job offer or employment shall constitute a violation of this Section 10.

11. **WORKS FOR HIRE.** The parties agree 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 HELUNA HEALTH Personnel, 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 Local Health Department (collectively, the "Work Product") are the sole property of the Local Health Department 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 Local Health Department. 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 Local Health Department or may not be considered to be works made for hire, all right, title and interest therein are hereby irrevocably assigned to the Local Health Department. HELUNA HEALTH understands that Local Health Department may register the copyright, trademark, patent and other rights in the Work Product in Local Health Department's name and HELUNA HEALTH grants Local Health Department the exclusive right, and appoints Local Health Department as attorney-in-fact, to execute and prosecute in HELUNA HEALTH's name as author or inventor or in Local Health Department'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. HELUNA HEALTH hereby agrees to sign such applications, documents, assignment forms and other papers as the Local Health Department requests from time to time to further confirm this assignment and HELUNA HEALTH agrees to give the Local Health Department and any person designated by the Local Health Department any reasonable assistance required to perfect and enforce the rights defined in this section. HELUNA HEALTH further

understands that the Local Health Department has full, complete and exclusive ownership of the Work Product. In the event the aforementioned assignment is invalid, HELUNA HEALTH grants Local Health Department 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. HELUNA HEALTH agrees not to use the Work Product Property for the benefit of anyone other than Local Health Department without Local Health Department's prior written permission.

All rights, interest and ownership to the Work Product granted or assigned to Local Health Department hereunder shall be subject to any rights of the Program under party's or parties' agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** Each party hereby agrees to indemnify, hold harmless and defend the other party, its respective board of trustees or Board of Supervisors, officers, directors, agents, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "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 defense incurred by any of the Indemnified Parties arising out of or resulting from: (i) the indemnitor's (or its agents', subcontractors' or employees') performance of the services or obligations under this Agreement; (ii) indemnitor'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 indemnitor (or its agents, subcontractors or employees) relating to services provided outside the scope of this Agreement; (iv) indemnitor'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.

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.** The parties agree 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 parties' performance under this Agreement. The parties 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) a party'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.

Each party agrees that the other party, 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 authorized representatives of each party.
15. **GOVERNING LAW.** 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.
16. **EQUITABLE RELIEF.** Not Applicable.
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 either party without the prior written approval and consent of the other party.
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

HELUNA HEALTH shall provide to the Local Health Department written verification of Live Scan clearance through the Federal Bureau of Investigation and the California Department of Justice for each individual HELUNA HEALTH Personnel assigned to the Local Health Department prior to the deployment of that individual HELUNA HEALTH Personnel to the Local Health Department.

HELUNA HEALTH shall provide paperwork as requested by ACPHD, including but not limited to proof of completion of on-line HIPAA training in Privacy and Security. HELUNA HEALTH provides training via ThinkHR and will provide a certificate of completion of HELUNA HEALTH Personnel.

Local Health Department is will consult with HELUNA HEALTH regarding the removal of HELUNA HEALTH personnel performing work under this agreement and need for replacement personnel. When considering the local Hearth Department request to remove personnel, HELUNA HEALTH will not knowingly take any action that would discriminate against an employee or violate an employee protected rights.

Statement of Work

Activity 1 - Milestone 1	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
	Planned Activity <i>(Provide a title for this milestone)</i>	Expand Case Investigation/Contact Tracing Workforce
	Implementation Plan <i>(Bulleted items or brief sentences)</i>	Alameda County has a population of approximately 1.7 million residents and should have at least 300 trained Case Investigation/Contact Tracing staff. We are currently training additional County staff to do this work. We have also requested 25 CT staff from the State. As of June 30, we plan to execute immediate action contracts with 4 community health centers to bring on a total of 8 teams of contact tracing staff (approximately 40 additional contact tracers, plus 4 clinical advisors and 4 project leads). Later in the summer, we will release an Emergency RFP to contract with additional community-based organizations to stand up teams. Training materials will be a combination of Alameda County and the online contact tracking academy developed by the State in collaboration with UCSF and UCLA. Ongoing recruitment and training of staff will be done as needed to ensure a stable and adequate workforce of contact tracers.
	Applicant capacity: What is the current capacity to perform this milestone?	As of June 30, about 36 staff and contractors have been trained and are currently doing contract tracing. We are developing a new infrastructure to provide team leads and consistency to community-based teams of contact tracers. We estimate that we will be at or close to full capacity of 300 staff by September 2020.
Expected Achieve By Date <i>(select from drop down)</i>	Sep-20	

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)	Expand Professional and Management staff for Case Investigation/Contact Tracing
	Implementation Plan (Bulleted items or brief sentences)	We are currently transitioning our workflows and infrastructure. Currently, we have separate teams of Case Investigators, Disease Containment specialists, Contact Tracers, and Case Managers. We are moving towards a model where CI /CT teams include 5-7 community-based staff. Each team is supported by a Clinical Advisor (overseeing 4 teams), a Team Lead (an LHJ staff member who assigns and troubleshoots case workflows, overseeing 2 teams), and a Case Manager (supporting 2 teams). All told, we plan to scale up to about 40 teams across our system. To support this many teams operating on a rotating schedule 7 days a week, we are building the needed administrative, management, and fiscal workforce to coordinate these efforts.
	Applicant capacity: What is the current capacity to perform this milestone?	We have a strong infrastructure in place and are working on a rapid transition plan to streamline workflows in the new team structure. We have a group of 6 staff with organizational development experience helping to plan this transition.
	Expected Achieve By Date (select from drop down)	Oct-20

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)	Adopt and implement CalConnect
	Implementation Plan (Bulleted items or brief sentences)	As of June 2020, Alameda County Public Health and Information Systems staff are beginning to be trained in and implementing the CalConnect system. We plan to bring on additional IS staff to ensure that we use the platform to its fullest.
	Applicant capacity: What is the current capacity to perform this milestone?	Up until this month, Case Investigations and Contact Tracing was tracked in CalREDIE and in proprietary databases and other processes in Alameda County.
Expected Achieve By Date (select from drop down)	Nov-20	

Activity 2 - Milestone 1	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Hire epidemiologist
	Implementation Plan (Bulleted items or brief sentences) Applicant capacity: What is the current capacity to perform this milestone?	Identify knowledge, skills and abilities needed for activities 2, 5, and 7. Conduct recruitment and hiring.
	Expected Achieve By Date (select from drop down)	Aug-20

Activity 2 - Milestone 2	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Monitor and report daily incidence rate
	Implementation Plan (Bulleted items or brief sentences)	Designated staff will estimate daily incidence rate using CalREDIE episode date, with a lag informed by case investigation and date entry work flow. Rates will be reported to stakeholders at regular intervals.
	Applicant capacity: What is the current capacity to perform this milestone?	We are not currently estimating daily incidence rates. Once a week, we calculate 7-day rolling average number of new cases by CalREDIE create date, in alignment with the Bay Area health officer's indicators. In addition, the California Department of Public Health monitors local health jurisdictions' 14-day cumulative incidence with a 3 day lag, using CalREDIE episode date.
	Expected Achieve By Date (select from drop down)	Sep-20

Activity 2 - Milestone 3	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Provide accurate accounting of COVID-19 associated deaths: assess methods
	Implementation Plan (Bulleted items or brief sentences)	After comparing federal and state guidance for accurately capturing COVID-19 associated deaths to current Alameda County practices, designated staff will develop plans to improve Alameda County practices, if necessary.
	Applicant capacity: What is the current capacity to perform this milestone?	We currently record, monitor, and report COVID-19 associated deaths. Current ascertainment and quality assurance may be sufficient, but we have not yet had the capacity to rigorously search for gaps in our practice.

	Expected Achieve By Date (select from drop down)	Dec-20
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Activity 2 - Milestone 4	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Implement improved surveillance methods for COVID-19 deaths
	Implementation Plan (Bulleed items or brief sentences)	Train parties involved in COVID-19 case investigation in new methods. Implement new data collection and analysis methods as needed.
	Applicant capacity: What is the current capacity to perform this milestone?	No epidemiologist staff is available to conduct this activity
	Expected Achieve By Date (select from drop down)	Jan-21

Activity 2 - Milestone 5	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Evaluate surveillance for COVID-19 death
	Implementation Plan (Bulleed items or brief sentences)	Develop surveillance evaluation methods. Conduct evaluation and summarize findings and recommendations.
	Applicant capacity: What is the current capacity to perform this milestone?	see above
	Expected Achieve By Date (select from drop down)	Mar-22

Activity 3 - Milestone 1	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	Expand capacity for molecular testing in order to accommodate more testing of Alameda County residents especially in Skilled Nursing Facilities/Long Term Care Facilities and community organizations.
	Implementation Plan (Bulleed items or brief sentences)	The AC PHL serves a population of over 1.5 million people and greater than 60 Skilled Nursing Facilities and Long Term Care Facilities. In addition, the ACPHL is the sole provider of molecular testing for SARS-CoV-2 for the Alameda Health System (AHS) hospitals which consists of five hospitals and

	<p>Applicant capacity: What is the current capacity to perform this milestone?</p> <p>Expected Achieve By Date (select from drop down)</p>	<p>four wellness centers. In addition, due to the higher risk of severe illness and death from COVID-19 among elderly persons and those with chronic medical conditions, the California Department of Public Health (CDPH) is requiring all Long Term Care Facilities (LTCF) to expand their existing infection control policies. The Alameda County Public Health Lab (ACPHL) is providing laboratory testing services to Alameda County LTCFs and Skilled Nursing Facilities (SNFs) in order to meet this mandate. With the current testing instrumentation and staffing, the AC PHL is testing approximately 200 specimens a day from specimens across the County. We anticipate purchasing an additional instrument to increase testing capacity. The ACPHL anticipates on average testing an additional 300 specimens a day in order to meet the heightened testing demands in Alameda County. The ACPHL is requesting to hire one microbiologist to help with the additional testing.</p> <p>As of May 1st, 2020, the laboratory receives 300-400 specimens a day, however the laboratory only has the capacity to test 200 specimens a day. By August 2020 we anticipate adding a new molecular testing instrument and an additional microbiologist to expand testing to accommodate 500+ specimens a day for testing.</p> <p style="text-align: right;">Sep-20</p>
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<p>Activity 3 - Milestone 2</p>	<p>Activity 3: Enhance laboratory testing and reporting capacity.</p>	
	<p>Planned Activity (Provide a title for this milestone)</p>	<p>Evaluate and bring on serological testing to screen for past infection (e.g., serology) in the community and for essential workers such as health care workers, employees of high-risk facilities, critical infrastructure workforce, and childcare providers when needed.</p>
	<p>Implementation Plan (Bulleted items or brief sentences)</p>	<p>Antibody testing is an important way to learn more about this novel coronavirus--how it spreads in the community and the way in which it impacts people differently. The more we are able to learn about the virus, the more we can share and apply this knowledge to reduce the risk of its spread. Expanding to provide antibody testing in a County with the seventh highest number of Covid cases among the State's 58 counties and the seventh most deaths. The need to continue to conduct serological screening is integral for monitoring the spread of the disease in the community and to evaluate the impacts on different ethnic populations.</p>
	<p>Applicant capacity: What is the current capacity to perform this milestone?</p> <p>Expected Achieve By Date (select from drop down)</p>	<p>The ACPHL is currently staffed with 8 microbiologists all trained to conduct serological testing for HIV and other infectious diseases. The same testing platforms utilized for HIV can be expanded to include SARS-CoV-2 serological testing. The ACPHL will have staff competent and instrumentation needed to test more than 180 specimens a day when needed.</p> <p style="text-align: right;">Dec-20</p>

Activity 3 - Milestone 3	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	Enhance reporting capacity for SARS-CoV-2 with the addition of an Electronic Test Ordering and Reporting platform
	Implementation Plan (Bulleated items or brief sentences)	To help improve and modernize the overall health information exchange structure at the ACPHL, the lab plans to adopt Electronic Test Ordering and Reporting (ETOR) with local hospitals as well as community clinics and other partners that may be utilizing the PHL testing services. Adoption of ETOR will allow for the enhancement of ELR through reporting LIMS tests results through the ACPHL Apollo LIMS system. This will allow submitters to utilize a secure electronic platform that is efficient and paperless to order tests, track progress of specimen and review results. Implementation of an ETOR system will improve overall quality and value of the ACPHL test services. With an ETOR system, the lab will minimize manual data entry, reports will be accessible to clients immediately upon release without delays or delivery issues and the ETOR system will have the ability to visualize laboratory data that is needed for quality and technical reports. ETOR will greatly improve overall efficiency and reduce manual entry errors.
	Applicant capacity: What is the current capacity to perform this milestone?	The ACPHL has implemented the Apollo LIMS system since 1995 and thus have 20 years of experience. The manufacturer is able to implement an ETOR system that will function to connect with our hospital labs as well as create a web based electronic test ordering and reporting connection for a flexible platform that multiple submitters will be able to utilize. The PHL has the support of the PHD IT Department to pursue this method of electronic testing ordering and reporting to ensure the successful implementation of the Apollo ETOR system.
Expected Achieve By Date (select from drop down)	Mar-21	

Activity 3 - Milestone 4	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	Improve reporting to CalREDIE to ensure that all necessary data elements are being transmitted and captured in the State's CalREDIE system.
	Implementation Plan (Bulleated items or brief sentences)	The Alameda Health System hospitals, skilled nursing facilities and wellness centers are our largest partners in the County. Currently, Covid19 specimens are submitted through a test requisition form that requires manual data entry of patient information. The patient information provided does not encompass the data collected through the hospital Electronic Medical Record (EMR) system. It would help to enhance data collection if the AHS hospitals were able to directly submit test orders along with patient information and demographics electronically. The information would be automatically populated in the ACPHL Apollo Laboratory Information Management System (LIMS) and information such as patient ethnicity/race and address would be included during the order transfer, to enhance the data the ACPHL is collecting and

	<p>Applicant capacity: What is the current capacity to perform this milestone?</p>	<p>ultimately transmission through HL7 to CalREDIE. In addition, this would allow the ACPHL Apollo LIMS system to transmit results back to the AHS EMR system so that results can be returned to the ordering clinician as soon as it is available. The ACPHL has had 25+ years in training managing the Apollo LIMS system and interfacing with other laboratory facilities. The lab works very closely with the Apollo vendor and will initiate a contract to ensure that we will have dedicated staff working on this project. The AHS hospital have dedicated staff that specializes in managing their Epic EMR and Beaker LIMS system and have dedicated a project manager to oversee the project. In addition, we have the full support of the AC Public Health Department's IT program to ensure that all the necessary encryptions and IT support are available for successfully connection from the County IT system to the AHS IT system.</p>
	<p>Expected Achieve By Date (select from drop down)</p>	<p>Feb-21</p>

<p>Activity 3 - Milestone 5</p>	<p>Activity 3: Enhance laboratory testing and reporting capacity.</p>	
	<p>Planned Activity (Provide a title for this milestone)</p>	<p>Evaluate and adopt sequencing for Covid19 to expand sequencing capability in Alameda County in support of a state-wide sequencing effort</p>
	<p>Implementation Plan (Bulleated items or brief sentences)</p>	<p>With the increasing use of AMD such as Whole Genome Sequencing (WGS) in public health to identify outbreak clusters it will be integral for the response to Covid19 outbreak investigations and contact tracing due to the ability of sequencing to identify evolutionary relationships to better trace and identify sources of an outbreak. This would allow the ACPHL to contribute to the California SARS-CoV-2 WGS Initiative to construct comprehensive and accurate phylogenetic tress of SARS-CoV-2 in Alameda county as well as for California.</p> <p>The ACPHL has experience with WGS and constructing phylogenetic trees since 2016. Currently 2 staff members are trained to develop the library, sequence and link to the phylogenetic tree. The ACPHLs focus with WGS has been with bacterial isolates, however adopting a protocol for performing WGS on viruses will require similar training and expertise which current staff have. To accommodate the number of specimens needed for sequencing for Covid, hiring an additional microbiologist will help with this endeavor and in addition, the ACPHL will outline a training schedule to ensure that both the current staff members are trained on SARS-CoV-2 WGS and training an additional two microbiologists to accommodate the workload needs. ACPHL aims to develop a WGS outbreak detection and investigation plan for SARS-CoV-2, with an aim to implement sustainable long-term processes.</p>
	<p>Applicant capacity: What is the current capacity to perform this milestone?</p>	<p>Expected Achieve By Date (select from drop down)</p>

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)	Hire infection prevention (IP) nurse
	Implementation Plan (Bulleated items or brief sentences)	Identify knowledge, skills and abilities required. Conduct recruitment and hiring.
	Applicant capacity: What is the current capacity to perform this milestone?	We do not have a designated infection prevention nurse on staff.
Expected Achieve By Date (select from drop down)	Aug-20	

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)	Infection Prevention and Control assessments in high risk health care and congregate living settings: develop toolkit, referral system
	Implementation Plan (Bulleated items or brief sentences)	Gather and evaluate existing tools used by ACPHD nurse investigators for infection prevention and control in outbreak facilities. Identify gaps; work with state and local colleagues to find or develop and pilot new tools as needed. Orient with current outbreak PHNs to current practices. Meet with internal partners and stakeholders to identify highest priority needs and develop a clear referral and prioritization system. Develop documentation standards, report format.
	Applicant capacity: What is the current capacity to perform this milestone?	ACPHD has established a team of outbreak nurse investigators that work with long-term care facilities (SNF, assisted living). Each facility is assigned a nurse investigator who works closely with the facility telephonically to review ACPHD Outbreak Control Recommendations, review line lists, coordinate testing, and answer questions. Due to limited staffing, on-site assessment of infection prevention and control interventions is often not possible. Currently, as a small proportion of their duties, 4 nurses provide support by telephone to other facilities experiencing outbreaks, such as the county jail, homeless shelters, and hospitals, and transitional group homes.
Expected Achieve By Date (select from drop down)	Sep-20	

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)	Conduct telephonic and onsite IP assessments.
	Implementation Plan (Bulleted items or brief sentences)	Expand onsite response capacity. IP nurse will perform telephone and on-site assessment using ICAR (for LTCF) or similar assessment tool immediately after intake of new outbreak facility. IP nurse will provide technical assistance to facility to assess current infection control measures, identify gaps, and provide guidance for development and implementation of mitigation plan.
	Applicant capacity: What is the current capacity to perform this milestone?	See above
	Expected Achieve By Date (select from drop down)	Oct-20

Activity 4 - Milestone 4	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.	
	Planned Activity (Provide a title for this milestone)	Evaluation of service
	Implementation Plan (Bulleted items or brief sentences)	Develop evaluation methods and metrics (initially by November 2020). Conduct evaluation - ongoing and/or at specified periods, per methods. Summarize evaluation findings and recommend changes.
	Applicant capacity: What is the current capacity to perform this milestone?	N/A
Expected Achieve By Date (select from drop down)	Jan-22	

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)	Hire epidemiologist.
Implementation Plan (Bulleted items or brief sentences)	Identify knowledge, skills and abilities needed for activities 2, 5, and 7. Conduct recruitment and hiring.	

	Applicant capacity: What is the current capacity to perform this milestone?	Currently we do not have epidemiologist staffing to conduct this activity.
	Expected Achieve By Date (select from drop down)	Aug-20

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)	Source data identification and assessment
	Implementation Plan (Bulleed items or brief sentences)	Identify and assess data sources
	Applicant capacity: What is the current capacity to perform this milestone?	Current capacity is focused on mitigating introduction of COVID-19. If ACPHD is notified, Alameda County residents exposed to COVID-19 cases in other jurisdictions are provided with quarantine orders and instructions.
	Expected Achieve By Date (select from drop down)	Oct-20

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)	Identify key analyses and develop report
	Implementation Plan (Bulleed items or brief sentences) Applicant capacity: What is the current capacity to perform this milestone?	Meet with stakeholders to identify desired analyses and report format. Develop analysis plan. Analyze data and prepare first report for feedback. See above
	Expected Achieve By Date (select from drop down)	Jan-21

Activity 5 - Milestone 4	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)	Evaluate impact and usefulness
	Implementation Plan (Bulleed items or brief sentences) Applicant capacity: What is the current	Assess usefulness of monitoring reports for public health action and impact by eliciting feedback from report recipients. Revise analyses and reports if needed. See above

	capacity to perform this milestone?	
	Expected Achieve By Date (select from drop down)	Nov-21

Activity 6 - Milestone 1	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	Increase Critical Care Surge Capacity with ICU/PICU SMEs
	Implementation Plan (Bulleated items or brief sentences)	Develop MOUs with Pediatric and Adult SMEs to support critical care expansion in PICUs and NICUs as well as provide support to the EOC Medical Health Branch in "real time". Identify SME patient movement coordinators to support secondary transfer decisions for hospital expansion and decompression.
	Applicant capacity: What is the current capacity to perform this milestone?	Limited access to Critical Care SMEs is available to support plan development but may not be available in "real time" time do to potential competing priorities.
	Expected Achieve By Date (select from drop down)	January 2021

Activity 6 - Milestone 2	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	ReddiNet Information Management for Surge Situation Awareness
	Implementation Plan (Bulleated items or brief sentences)	Increase Healthcare Users and access to ReddiNet Modules including Status, HAvBED, Assessment, and Messages. Develop robust assessment capability for all ReddiNet users to ensure surge capability assessment.
	Applicant capacity: What is the current capacity to perform this milestone?	ReddiNet Users currently include hospitals, EMS transport providers, and a limited number of other healthcare facilities. There is ample opportunity to expand access to both new users and to upgrade current users that do not have access to all of the RediNet modules.
	Expected Achieve By Date (select from drop down)	March 2021

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)	Partner with Bayesian to provide maps and density of COVID-19 risk
	Implementation Plan (Bulleated items or brief sentences)	Complete administrative requirements to partner with Bayesian to provide maps of Alameda County residents by factors associated with risk of COVID infection and risk of COVID complications.

	Applicant capacity: What is the current capacity to perform this milestone?	We don't currently have in-house staff capacity to analyze and visualize all of this information. We have already established interest with Bayesiant.
	Expected Achieve By Date (select from drop down)	Dec-20

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)	Hire epidemiologist
	Implementation Plan (Bulleated items or brief sentences)	Identify knowledge, skills and abilities needed for activities 2, 5, and 7. Conduct recruitment and hiring.
	Applicant capacity: What is the current capacity to perform this milestone?	See above
	Expected Achieve By Date (select from drop down)	Aug-20

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)	Indicator development
	Implementation Plan (Bulleated items or brief sentences)	Develop a specific set of indicators and groups for examination of population density and high-risk population density. Obtain input from stakeholders re: priority groups of concern. Acquire additional data as needed. Learn needed mapping techniques.
	Applicant capacity: What is the current capacity to perform this milestone?	ACPHD currently has a GIS expert with much of the needed experience to assist in this project. An epidemiologist is needed to conduct this specific activity and related mapping analyses.
	Expected Achieve By Date (select from drop down)	Nov-20

Activity 7 - Milestone 4	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.	
	Planned Activity (Provide a title for this milestone)	Conduct analyses
	Implementation Plan (Bulleated items or brief sentences)	Conduct analyses and draft report. Obtain feedback from stakeholders. Revise analyses as needed. Summarize findings.
	Applicant capacity: What is the current capacity to perform this milestone?	See above
	Expected Achieve By Date (select from drop down)	Feb-21

Budget

Expenditure Type	Expenditure Name (if hourly employee)	Max # of Hours	(if available) Monthly Salary/Hourly Range (per budget)	Salary/Hourly Rate	Total % Budgeted	Months Position Budgeted	Original Budget
Supplies							
	SP - Lab Supplies (specify types and costs of supplies)						\$ 10,975.00
	SP- Testing Supplies (specify)						\$ 43,022.00
	Total Supplies						\$ 53,997.00
Other Costs							
	OC - Computers						\$ 5,057.68
	OC - Other (SAS License)						\$ 7,000.00
	Total Other Costs						\$ 12,057.68
	Total Direct Cost						\$ 66,054.68
	Total Budget						\$ 66,054.68

Total approved budget: \$738,722.00

Minus Heluna Health Personnel: \$672,667.31

Total award to Alameda County Public Health Department not to exceed \$66,054.68.

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.



County of Alameda
Risk Management Unit
125 – 12th Street, 3rd Floor
Oakland, CA 94607
(510) 272-6920

Certificate Holder:

Heluna Health
12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746

CERTIFICATE OF SELF-INSURANCE

This is to certify that the County of Alameda is self-insured for the following coverages:

Types of Coverage	Self-Insured Limits
General Liability Personal injury, bodily injury, property damage, employment, environmental, errors and omissions	\$1,000,000 per occurrence
Automobile Liability: Vehicles owned, non-owned, hired	\$1,000,000 per occurrence
Workers Compensation/Employers Liability	WC: \$5M SIR EL: \$5M
Special Terms and Conditions 1. It should be expressly understood that the intent of the insurance evidenced herein follows the provisions of the policies and regulations of the County of Alameda. That it does not permit any assumption of liability, which does not result from and that is not caused by the negligent acts or omissions of its officers, agents, employees or other persons under its direction and control. Any indemnification or hold harmless clause with broader provisions than required under such policies and regulations shall invalidate this certificate. 2. This Certificate confirms coverage for the Alameda County Public Health Department as it relates to the requirements for the Local Health Department Zika Response Resources funding through Heluna Health from July 1, 2020 to June 30, 2021. Heluna Health is an additional covered party, but only as it relates to the County's participation in the Local Health Department Zika Response Resources program. 3. This provision shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the County of Alameda, its officers, agents, employees or other persons under its direction and control.	

Should any of the above described programs of self-insurance be modified or canceled before the expiration date shown below, the County of Alameda will provide 30 days written notice to the named Certificate Holder.

DATE ISSUED: July 1, 2020
CERTIFICATE EXPIRES: June 30, 2021 (midnight)

Signed: 
Sean M. Mullen, Risk Coordinator

Requesting Dept: E. De Leon, DCDPC

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
ELCCCOVID19Invoices@helunahealth.org

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

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

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

Please submit only one (1) invoice per month.
 Due Date: Invoice and supporting documentation are due within 30 days of month end via email to 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.

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: _____

ATTACHMENT D

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and **Public Health Foundation Enterprises, Inc. DBA Heluna Health**, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity’s behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.

- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 et seq.). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by **CLIENT:**

Name: Public Health Foundation Enterprises, Inc. DBA Heluna Health

By (Signature): _____

Print Name: _____

Title: _____