



Heluna Health
EMPOWERING POPULATION
HEALTH INITIATIVES SINCE 1969

13300 Crossroads Parkway North, Suite 450 | City of Industry, CA | 91746
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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") and INSERT DISTRICT NAME below (hereafter "DISTRICT") and sets forth the terms and conditions between Heluna Health and the district, for agreed services, as required by Heluna Health, and as stated in this Agreement. This Agreement does not designate the district as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever. (HELUNA HEALTH and the district shall be referred to herein individually as a "party" and collectively as the "parties").

I. IDENTIFIED PARTIES

CONTRACTOR
Heluna Health

13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN: Peter Dale, Chief Program Officer
schooltestingsupport@pgm.helunahealth.org

William S. Hart Union High School District
21380 Centre Pointe Pkwy
Santa Clarita, CA 91350
ATTN: Ralph Peschek, Chief Business Officer
rpeschek@hartdistrict.org

Contract No. PH-004609

CFDA#: 93.323

Program#: 0860

II. **TERM.** Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on 12/06/2021 and term on 07/31/2022.

III. **SERVICES AND COMPENSATION.** School District, or its outside vendor or subcontractor shall perform the services (the "Services") described below and as described in Attachment A, Work Plan attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1. Identified Parties for School and at such other location as may be set forth in the Work Plan.

- (a) **Services.** School District shall perform all services as stated in the Work Plan. Arrangements made with HELUNA HEALTH or subcontracts with a third party vendor to perform all or some of the services shall be described in Attachment A, Work Plan. School 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, and insurance.
- (b) **Payment.** The District agrees to compensate HELUNA HEALTH in accordance with Attachment A, Work Order Agreement. The School District shall provide compensation only for Services actually performed and required as set forth herein. The total compensation payable to Heluna Health by the School District hereunder shall be as set forth below: A total to not exceed \$150,000. If for any reason Heluna Health receives an overpayment of amount described above, Heluna Health shall promptly notify the School District of such and repay said amount to the School District within 10 days of demand for such repayment.

Invoice. Submission of invoices shall be submitted quarterly: Payment for submitted invoices shall be paid no later than 30 days, after reception of the invoice. Heluna Health shall submit invoices to the attention of the School District Contact Person set forth above. All final invoices must be received within 30 days of the expiration or termination of this Agreement. Heluna Health 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 Vendor or its employees as a result of or in connection with the Services performed by Vendor hereunder.

- (c) All schools will be required to provide school COVID-19 testing data, weekly on provided platform. See Attachment A, Reporting.

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

HELUNA HEALTH

DocuSigned by:

Peter Dale

DCB6AFFF59C342Z...

Peter Dale, Chief Program Officer

12/9/2021

Date

[William S. Hart Union High School District]

DocuSigned by:

Ralph Peschek

A78E44183EB14C8...

[Ralph Peschek]
[Chief Business Officer]

12/7/2021

Date

TERMS AND CONDITIONS

1. **TERMINATION.** HELUNA HEALTH may terminate this Agreement without cause at any time by giving written notice to School at least 15 days prior to the effective date of termination. Either party may terminate this Work Order 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 revenue affecting the Program affecting the Services; or (D) improper use of funds. Early termination may occur in accordance with LADPH Exposure Management Plan.

These Terms and Conditions and any other provisions of this Work Order Agreement that by their nature should or are intended to survive the expiration or termination of this Work Order 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.

2. **COMPLIANCE WITH LAWS.** District shall comply with all state and federal statutes and regulations applicable to the District, the Services and the Program in performing District's obligations under this Agreement. District represents and warrants that neither the District nor its principals or personnel are presently, nor will any of them be during the term of this Work Plan Order Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
3. **HIPAA (if applicable).** In the event that Districts' performance under this Agreement may expose District to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then the District agrees to execute and deliver a copy of HELUNA HEALTH's standard Business Associate Agreement or Business Associate sub School Work Plan Agreement, as applicable, as required by HIPAA.
4. **CONFIDENTIALITY AND NON-DISCLOSURE.** HELUNA HEALTH and District agree that during the course of this Agreement, the District 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 the District. Said Confidential Information includes, but is not limited to, student health data, school staff health data, addresses, telephone numbers, and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary.

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

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

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

ATTACHMENT A

Work Order, Revenue and Reporting

Work Plan

Attach School Work Order Outline

Revenue

Total not to exceed \$ 150,000.00. **School District will be billed on a quarterly basis based off of test kits ordered and usage*

- Test Kit Rate: \$8.50 (plus tax)
 - o Includes a test kit supply for the duration of the project (07/31/22)
 - o Ordering and coordination of testing kit inventories
 - Work Order Outline
- Central Support
 - o Help Desk Support
 - o Primary Account Support
 - Account Issues will be communicated to Heluna team who will elevate questions or concerns to Primary
- Shipping Info
 - o For Public School Districts, there will be a ***single pickup and delivery***. The districts will accommodate the collection of the old kits to a single location and re- distribute the new kits from a single location—at the district office or other preferred location.

Reporting

Weekly Progress Reports

On behalf of districts, weekly progress reports will be submitted to Heluna Health by Primary (data management platform).

Interim Progress Report

Interim progress report is due at the halfway point of the agreement. Interim progress report will be emailed by the due date to schooltestingsupport@pgm.helunahealth.org. Template provided by Heluna Health.

Final Report

Final report is due no later than 30 days after the expiration of the agreement. Final report will be emailed to schooltestingsupport@pgm.helunahealth.org. Template provided by Heluna Health.

CDC Guidance

The objectives and goals of this funding are primarily focused on providing needed resources to implement screening testing programs in schools aligned with the CDC recommendations for K-12 schools (<https://www.cdc.gov/ncezid/dpei/pdf/guidance-elc-reopening-schools-508.pdf>).

The financial resources provided to districts are required, by law, to support school-based screening testing activities intended to reopen schools at the kindergarten through 12-grade level that were closed (partially or fully) due to COVID-19. The following are allowable costs that cover the anticipated, most relevant costs associated with achieving the activities in this guidance –

1. Personnel (term, temporary, students, overtime, contract staff, etc.).
 2. Laboratory equipment used for COVID-19 testing and necessary maintenance contracts.
 3. Collection supplies, test kits, reagents, consumables, and other necessary supplies for existing screening testing or onboarding new platforms to support school screening testing.
 4. Personal Protective Equipment (PPE) (e.g., masks, gloves, gowns) for those (e.g., teachers and school staff) collecting samples and/or conducting screening testing.
 5. Courier service contracts (new or expansion of existing agreements).
 6. Hardware and software necessary for reporting to public health and communication and coordination of follow up on any positive cases detected.
 7. Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of COVID-19, that may be translatable to other diseases (e.g., GIS software, visualization dashboards, cloud services).
8. Contracts with academic institutions, private laboratories, other non-commercial healthcare entities, and/or commercial entities that may provide all or part of the screening testing needs. This may include contracts with companies that offer comprehensive support for screening testing in K-12 (e.g., sample collection, screening testing, and reporting).
9. Software or systems to assist with laboratory resource management (e.g., software for inventory management, temperature notifications, etc.), quality management, biosafety, or training needs.
10. Leasing/purchasing vehicles (e.g., mobile screening testing, providing K-12 screening testing services in underserved areas, etc.). Note: Recipients will need to submit quotes with their revised budgets and receive prior approval from the Office of Grant Services (OGS). If need arises before or after the revised Notice of Grant Award (NOA) is issued, requests for leasing/purchasing must be made through Grant Solutions and include the necessary quotes.
11. Program incentives may be considered to encourage individuals to participate in screening testing. Recipients interested in exploring this option must submit a plan that covers all of the following elements: (a) justification, (b) cost savings [e.g., how it will defray costs or have a positive return on investment], (c) defined amount (not to exceed \$25 per instance), (d) qualifications for issuance, and (e) method of tracking. When submitting the revised budget within 60 days of award issuance, the program incentive plan must be included in the 'budget justification' section of the ELC budget workbook and receive CDC approval before implementation. After the revised NOA is issued, any subsequent requests for using funds to support program incentives must be made in Grant Solutions, including the program incentive plan, and must receive CDC approval before implementation.
12. Wrap-around (e.g., hoteling, food, laundry, mental health services, etc.) services for those who test positive.
13. Expenses associated with outreach and assistance (e.g., support provided through community-based organizations).
14. Expenses associated with technical assistance to establish school-based screening testing programs (NGOs, academic institutions, foundations, etc.).

LA County Flow Down

Districts should use Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as any other applicable laws or regulations. Responsibilities of schools must include, but are not limited to:

1. Designate a programmatic lead to be the main point of contact for the school-based COVID-19 testing in K-12 schools project.
2. Review and affirm ability to follow the standard implementation plan and completion of tracking tools to monitor progress.
3. Provide infrastructure for school-based COVID-19 testing in K-12 schools.
4. Submit outlined reports.
5. Assist Public Health with ensuring that data are tracked using templates provided.
6. Agencies may propose costs to spend staff time and resources to support the overall initiative and activities

that is directly related to the work order, review and approval of any additional costs will be at the discretion of Heluna Health.

7. Participate in meetings as needed with Heluna Health, Public Health, and other subcontractors to facilitate co- learning and sharing of best practices and challenges

Work Order Outline

1. District School Name
 - a. William S. Hart Union High School District (Public)
2. Primary Contact Name
 - a. Matt Hinze
3. Email
 - a. mhinze@hartdistrict.org
4. Phone Number
 - a. 16612590033
5. Number of Schools
 - a. 18
6. Current Supply of Kits
 - a. 1280
7. School Purchases Own Kits
 - a. Yes, the school will purchase test kits.
8. Status of Transition
 - a. Will transition to Heluna Health Program
9. Additional Comments
 - a. N/A
10. Address to Deliver Test Kits
 - a. 21380 Centre Pointe Pkwy Santa Clarita, CA 91350
11. Point of Contact for Kit Delivery
 - a. Matt Hinze
12. Date for Delivery
 - a. Mid-January 20th-24th
13. Total Number of Potential Participants
 - a. 22,000
14. Frequency of Testing
 - a. School will provide a weekly cadence of data.
15. School Names/ Lead Contact
16. Who will be the direct point of contact (Principal, Superintendent, etc.) Authorized to provide a Signature for the MOU?
 - a. Ralph Peschek, rpeschek@hartdistrict.org Chief Business Officer

Important Note: The interim report is due at the midpoint of your work plan agreement. The final report is due no later than 30 days after the end of your agreement. Schools or Districts will be given reminders and templates for the interim and final reports.

Test Kit Ordering

Rapid Antigen Test Kits: Rapid Antigen test kits must be ordered via Primary. Heluna is currently sourcing test kits at a rate of \$8.50 per kit + tax. If the price of rapid antigen test kits changes, Heluna will provide LEAs with a 30-day notice of the price change. Payment for test kit orders will be required. Schools or Districts will be billed on a quarterly basis.

PCR Tests: PCR tests are only available for order via Primary/Heluna as confirmatory tests for positive rapid antigen tests administered through this testing program. PCR tests are available at a cost of \$35 per test. If the price of PCR tests changes, Heluna will provide LEAs with a 30-day notice of the price change. Payment for test kit orders will be required. Schools or Districts will be billed on a quarterly basis.

Shipping: LEAs will be responsible for the cost of drop shipments of test kits to a designated LEA delivery location.