

File No. 201191

Committee Item No. 4

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 4, 2020

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date October 30, 2020

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Accept and Expend Grant - Retroactive - Centers for Disease Control and Prevention -  
2 California Department of Public Health - Coronavirus (COVID-19) Epidemiology and  
3 Laboratory Capacity (ELC) Enhancing Detection Funding - \$6,540,700]

4 **Resolution retroactively authorizing the Department of Public Health to accept and**  
5 **expend a grant in the amount of \$6,540,700 from the Centers for Disease Control and**  
6 **Prevention through the California Department of Public Health for participation in a**  
7 **program, entitled “Coronavirus (COVID-19) Epidemiology and Laboratory Capacity**  
8 **(ELC) Enhancing Detection Funding,” for the period of May 18, 2020, through**  
9 **November 17, 2022.**

10  
11 WHEREAS, The Centers for Disease Control and Prevention (CDC), through the  
12 California Department of Public Health (CDPH) as a pass-through entity, has agreed to fund  
13 the San Francisco Department of Public Health (DPH) in the amount of \$6,540,700 for  
14 participation in a program, entitled “Coronavirus (COVID-19) Epidemiology and Laboratory  
15 Capacity (ELC) Enhancing Detection Funding,” for the period of May 18, 2020, through  
16 November 17, 2022; and

17 WHEREAS, These funds are intended to provide critical resources to local health  
18 departments (LHD) in support of a broad range of coronavirus (COVID-19) testing and  
19 epidemiologic surveillance related activities, including the establishment of modernized public  
20 health surveillance systems; and

21 WHEREAS, These funds will support the public health response to COVID-19, and lay  
22 the foundation for the future of public health surveillance; and

23 WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

24 WHEREAS, A request for retroactive approval is being sought because DPH received  
25 the full award agreement on August 11, 2020, for a project start date of May 18, 2020; and

1           WHEREAS, The grant budget includes a provision for indirect costs in the amount of  
2 \$77,031; now, therefore, be it

3           RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant  
4 in the amount of \$6,540,700 from the California Department of Public Health; and, be it

5           FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and  
6 expend the grant funds pursuant to Administrative Code, Section 10.170-1; and, be it

7           FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
8 Agreement on behalf of the City; and, be it

9           FURTHER RESOLVED, That within thirty (30) days of the Grant Agreement being fully  
10 executed by all parties, the Director of Health shall provide a copy to the Clerk of the Board of  
11 Supervisors for inclusion in the official file.

1 Recommended:  
2  
3 /s/ \_\_\_\_\_  
4 Dr. Grant Colfax  
5 Department Head

Approved: /s/ \_\_\_\_\_  
Mayor

Approved: /s/ \_\_\_\_\_  
Controller

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**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Coronavirus (COVID-19) Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Funding**

2. Department: **Population Health Division**

3. Contact Person: **Susan Phillip** Telephone: **628-206-7638**

4. Grant Approval Status (check one):

Approved by funding agency                       Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$6,540,700**

6a. Matching Funds Required: **\$0**

b. Source(s) of matching funds (if applicable): **N.A.**

7a. Grant Source Agency: **Centers for Disease Control and Prevention**

b. Grant Pass-Through Agency (if applicable): **California Department of Public Health**

8. Proposed Grant Project Summary: **These funds are intended to provide critical resources to local health departments (LHD) in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities, including the establishment of modernized public health surveillance systems. These funds will support the public health response to COVID-19 and lay the foundation for the future of public health surveillance.**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **05/18/2020**    End-Date: **11/17/2022**

10a. Amount budgeted for contractual services: **\$4,345,846.**

b. Will contractual services be put out to bid? **No**

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?

d. Is this likely to be a one-time or ongoing request for contracting out? **One-time**

11a. Does the budget include indirect costs?                       Yes                       No

b1. If yes, how much? **\$77,031**

b2. How was the amount calculated? **5% of Total Personnel costs.**

c1. If no, why are indirect costs not included? **N.A.**

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? **N.A.**

12. Any other significant grant requirements or comments:

**We respectfully request for approval to accept and expend these funds retroactive to May 18, 2020. The Department received the letter of funding allocation on August 11, 2020.**

**Proposal: CTR00001999**  
**Fund: 11621**  
**Dept: 251974**  
**Authority: 10001**  
**Project: 10036791**  
**Activity: 0001**

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s)      | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)      |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(s)           |  |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Toni Rucker, PhD  
(Name)

DPH ADA Coordinator  
(Title)

Date Reviewed: 9/2/2020 | 1:21 PM PDT

DocuSigned by:  
Toni Rucker  
764282F7881F44D...  
(Signature Required)

**Department Head or Designee Approval of Grant Information Form:**

Dr. Grant Colfax  
(Name)

Director of Health  
(Title)

Date Reviewed: 9/2/2020 | 3:02 PM PDT

DocuSigned by:  
Greg Wagner  
20527524752248F...  
(Signature Required)  
Greg wagner, COO for Dr. Grant Colfax



**AGREEMENT BETWEEN**

**HELUNA HEALTH**

**AND**

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
THE STATE**

This Agreement is made and entered into as of \_\_\_\_\_ by and between PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereinafter referred to as "HELUNA HEALTH"), and the Party identified in Section 1 below (hereinafter be referred to as "the State").

**RECITALS**

- A. The State designated Heluna Health, as its bona fide agent to submit a grant application under the State of California's eligibility in lieu of a state application for the federal Department of Health and Human Services (DHHS), Centers for Disease Control and Prevention (CDC) funding opportunity: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Cooperative Agreement. The designation is in effect from August 1, 2017 through July 31, 2022, or until the ELC Cooperative Agreement terminates, whichever date is earlier.
- B. HELUNA HEALTH has been granted an award by Department of Health and Human Services-Centers for Disease Control and Prevention (the "Funding Agency"); under contract number 6NU50CK000539-01-10; Federal Award Identification Number (FAIN) NU50CK000539; and Catalog of Federal Domestic Assistance (CFDA) number 93.323 under which HELUNA HEALTH and its subcontractors and subawardees will collaborate on the program.
- C. The State has expertise in the necessary area(s) which their expertise can assist HELUNA HEALTH to perform its obligations under the Funding Award Agreement; and
- D. HELUNA HEALTH desires to engage the services of the State to assist HELUNA HEALTH in the performance of certain of its obligations under the Funding Award Agreement as set forth herein.



## AGREEMENT

### 1. IDENTITIES OF PARTIES

#### THE STATE:

#### CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

Address: 1615 Capitol Avenue, MS 7002  
City/State/Zip: Sacramento, CA 95814  
Business Telephone: 916-650-6455

#### Name of Principal Investigator/Project Coordinator:

Melissa Relles, Assistant Deputy Director  
Emergency Preparedness Office  
California Department of Public Health  
Phone Number of Principal Investigator/Project Coordinator: 916-650-6455

Is The State required to file a Single Audit with the Federal Government? (Required for Parties who receive Federal funds in the aggregate amount of \$500,000 or more):  
 Yes  No

If yes, has The State filed the required Single Audit?  Yes  No  
(If yes, submit copy to HELUNA HEALTH prior to signing this Agreement)

#### HELUNA HEALTH:

Heluna Health  
Address and Phone #: 13300 Crossroads Parkway North, Suite 450, City of Industry, CA, 91746-3505; (562) 699-7320  
Program Name: ELC Enhancing Detection Program  
Program/CID #: 0187.0170 (One per agreement)  
Project Director Name: Peter Dale  
Project Director Phone #: 562-222-7886  
Project Director Email Address: PDale@HelunaHealth.org  
Contracts Manager Name: Rochelle McLaurin  
Contracts Manager Email Address: RMclaurin@HelaunaHealth.org

## 2. SCOPE OF SERVICES

(a) Services. The State shall perform the services, duties and obligations set forth in the Statement of Work ("SOW") attached as Exhibit A hereto, which is made a part hereof and incorporated herein by reference (the "Services"). The State shall perform the Services in accordance with the specifications, timetables and requirements set forth in this Agreement.

(b) Location(s) of Services. The State shall perform the Services at the following location(s): Throughout the State of California.

(c) State Principal Investigator/Project Coordinator. The State shall appoint the Principal Investigator/Project Coordinator (the "PI") identified above to be primary point of contact with HELUNA HEALTH with respect to the Services and to have primary responsibility within the State's organization for the performance of the (technical or programmatic) aspects of the Services. The State shall not replace or reassign the PI without HELUNA HEALTH's prior written approval.

(d) HELUNA HEALTH Project Director. The HELUNA HEALTH Project Director identified above shall be primarily responsible on behalf of HELUNA HEALTH for the overall direction of the Services, including review and approval of the State's performance of the Services. HELUNA HEALTH will notify the State if HELUNA HEALTH replaces or reassigns such Project Director.

(e) Performance Reporting. If requested by HELUNA HEALTH or CDC, the State shall submit a final technical or performance report, annual performance report, and quarterly performance reports. The final report shall be due 30 days after expiration or termination of this Agreement; annual reports and quarterly reports shall be due 30 days after the federal fiscal year reporting period. The State shall also provide any other reports as may be requested by HELUNA HEALTH. Performance reports shall include a comparison of actual accomplishments with goals and objectives in SOW established for the period, findings of the PI, or both, as requested by HELUNA HEALTH. Where possible, quantitative output data should be related to cost data for computation of unit costs. Other pertinent information will include, when appropriate, the reasons why established goals were not met and an analysis. The State shall immediately notify HELUNA HEALTH of developments that have a significant impact on the performance of the Services hereunder and of any problems, delays, or adverse conditions that materially impair its ability to meet the objectives of the Services, including providing a statement of the action taken or contemplated and any assistance needed to resolve the situation.

## 3. COMPLIANCE WITH FUNDING AWARD AGREEMENT AND LAWS AND REGULATIONS; FLOW DOWN PROVISIONS

(a) Compliance with Funding Contract. The State shall comply with, and shall ensure that all of its personnel and lower-tier subcontractors comply with, all of the rules, requirements and restrictions set forth in the Funding Award Agreement that are applicable to the State and its subcontractors' activities.

(b) Flow Down Provisions. Without limiting the generality of Section 3(a) above, the State shall comply with, and shall ensure that all of its personnel and lower-tier subcontractors comply with, all of the flow-down provisions of the Funding Award Agreement applicable to the State set forth in Exhibit C attached hereto or otherwise made available to the State (including through links to website pages), which are made a part hereof and incorporated herein by reference (the "Flow Down Provisions"). The State represents that it has carefully reviewed all of the Flow Down Provisions and is able to comply with all of the Flow Down Provisions. In the event that the requirements set forth in the Flow Down Provisions are greater than the requirements set forth in this Agreement, or in the event of any conflict between the provisions of this Agreement and the Flow Down Provisions, the Flow Down Provisions shall control and the State shall comply with the requirements set forth in the Flow Down Provisions in accordance with Section 2(a).

(c) Laws and Regulations. The State shall comply with all applicable state and federal statutes and regulations, in performing its obligations under this Agreement. Without limiting the generality of the foregoing, the State shall:

i. unless exempt, comply with the requirements under 2 CFR § 200, its subsequent histories and the Public Health Service Grants Policy Statement;

ii. unless exempt, comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Dept. of Labor regulations (41 CFR Part 60);

iii. comply with (and not violate) all statutes, laws, rules and regulations relating to non-discrimination against any employees or applicants for employment, including, without limitation, Title VII of the Civil Rights Act of 1964, The Americans with Disabilities Act Amendments Act of 2008, and the California Fair Employment and Housing Act, and shall take affirmative action to ensure that all employment related decisions are made in conformance with all such statutes, laws, rules and regulations; and

iv. unless it is exempt from doing so, comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, and Ineligibility, Voluntary Exclusion-Lower Tier Covered Transactions.

(e) Lower-tier Subcontractors/Subawardees. The State shall incorporate all of the terms and conditions of this Agreement into all lower-tier subcontracts that the State may enter into in connection with this Agreement, and shall ensure that all such lower-tier subcontractors

and their personnel comply with all of the requirements of this Agreement applicable to the State, and all of the rules, requirements and restrictions set forth in the Funding Award Agreement, including the Flow Down Provisions, that are applicable to such lower-tier subcontractors' activities.

#### 4. PAYMENT FOR SERVICES

- (a) Budget. The total compensation and reimbursements payable to the State hereunder shall be as set forth in the detailed budget for the Services attached hereto as Exhibit B (the "Budget"), which is made a part hereof and incorporated herein by reference, which Budget is as set forth in the Funding Award Agreement. The maximum amount payable to the State hereunder shall not exceed the maximum amount set forth in the Budget. If, at any time, HELUNA HEALTH determines that federal funds are insufficient to sustain existing or anticipated spending levels, Heluna Health may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided to the State.
- (b) Advance payment. Advance payments may be requested by the State by submitting an invoice for the amount of the advance. The State must liquidate or offset the amount of the advance with invoices before the end of each budget year/period.
- I. The State agrees to remit any unexpended advance payment balance to HELUNA HEALTH within forty-five (45) calendar days following the submission of the Contractor's final invoice.
- (c) Must Stay Within Budget Time Periods. The State shall be compensated only for Services actually performed by the State and within the appropriate time period set forth in this agreement.
- (d) Funds Available to HELUNA HEALTH. In the event the federal grant is terminated or federal funds are not available, HELUNA HEALTH shall notify the State in writing. It is mutually agreed that if federal funds are not available for the current year and/or any subsequent years covered under this Agreement, this Agreement may be terminated by either Party pursuant to section 6 of this Agreement, or the Parties may agree to amend this Agreement to reflect the reduced amount.
- (e) Billing of Expenses and Costs. All expenses and costs shall be billed in accordance with the approved budget. Expenses incurred after the expiration or termination of this Agreement shall be disallowed. The State shall submit its final invoice no later than 30 days after the date of expiration of the term or termination of this Agreement.

(f) Budget Modifications. The Budget may be modified only by written agreement of HELUNA HEALTH and the State and the prior written approval of the Funding Agency.

(g) Subaward Start-up Costs: The State is requesting startup costs **not to exceed \$71.5 million dollars**. These funds will be disbursed to Local Health Jurisdictions (LHJs) to assist in their objectives, deliverables and performance measures as outlined in their individual work plan as contracted with the State. The State will submit an invoice that will include each LHJ's invoice and allocation letter for startup costs. Based upon the invoice submission by the State, Heluna Health will draw down advance funds. The advanced funds will be fully disbursed via check to the State. Upon receipt of advanced funds, the State will fully disburse advanced funds to each LHJ no later than the close of business the following work day. On a monthly basis, the State will provide Heluna Health with an invoice that will include documentation of the advanced funds being disbursed to the LHJs along with proof of payment which includes transmittal date.

## 5. INVOICING PROCEDURES

(a) Address for Invoices. The State shall send all invoices to the attention of the HELUNA HEALTH Project Director at the address set forth in Section 1 above.

(b) Invoicing Period. All invoices shall be submitted not more frequently than monthly, in arrears and must be submitted to HELUNA HEALTH within 30 days after the end of the applicable month or within 15 days after approval by the Funding Agency (if applicable), whichever is later. All final invoices must be received within 30 days of the expiration or termination of this Agreement. If any invoices are not submitted within such time periods, the State waives (in HELUNA HEALTH's discretion) all rights to payment under such invoices.

(c) Formatting and Requirements of Invoices. All invoices shall be submitted in the form attached hereto as Exhibit D, as it may be modified by HELUNA HEALTH from time to time. Heluna Health shall provide notice of modifications to the form and a copy of the new form to the State 30 days in advance.

## 6. TERM AND TERMINATION

(a) Term. Unless earlier terminated as provided herein, the term of this Agreement shall be from May 18, 2020 to November 17, 2022 (the "Term").

(b) Termination Without Cause. Without cause, either Party may terminate this Agreement by giving 30 days' prior written notice to the other Party of its intent to terminate this Agreement without cause. Agreement termination shall be effective as of the date indicated in the notice.

(c) Termination for Cause. With reasonable cause, either Party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

i. A material violation or breach of this Agreement by the other Party which is not cured within 15 days after written notice from the terminating Party;

ii. 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; or

iii. If either Party receives notice from the Funding Agency of the cancellation or termination of, or reduction of funding under, the Funding Award Agreement affecting the Services.

(d) Termination for Lack of Funding. HELUNA HEALTH may terminate this Agreement if for any reason the funding available under the Funding Award Agreement is withdrawn, limited, or impaired. The State shall refund any excess or advance payments not invoiced within ten (10) business days following written notice.

(e) Cessation Upon Termination. On the effective date of termination, the State shall cease all further Services under this Agreement, and the State shall cancel as many outstanding obligations as possible and not incur any additional obligations.

(f) Surviving Provisions. The provisions of Sections 7 through 16, and any other sections 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.

**7. REPRESENTATIONS AND WARRANTIES.** The State represents, warrants and covenants to HELUNA HEALTH as follows:

(b) Qualifications and Performance. The State (i) has the experience and skill to perform the Services hereunder, (ii) shall perform the Services in a good and workman like manner and in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices, and (iii) is adequately financed to meet any financial obligation it may be required to incur hereunder.

**8. INDEPENDENT CONTRACTOR STATUS**

(a) Independent Contractor. Nothing in this Agreement is intended to place the Parties in the relationship of employer-employee, partners, joint ventures, or in anything other than an independent contractor relationship. It is the Parties' intention that the State shall be an independent contractor and not HELUNA HEALTH's employee or agent, and in conformity

therewith, that the State shall retain sole and absolute discretion and judgment in the manner and means of carrying out the State's Services hereunder.

(b) No Power to Bind HELUNA HEALTH. Without limiting the generality of the foregoing paragraph, this Agreement does not designate the State as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever. The State is not granted any right or authority to assume or create any obligation or responsibility, or to make any promise or commitment regarding any work, on behalf of or in the name of HELUNA HEALTH or to bind it in any manner, or to make any contract or agreement on behalf of or in the name of HELUNA HEALTH, without the prior written consent from HELUNA HEALTH management. No sales, invoices nor orders for goods or services shall be valid and binding upon HELUNA HEALTH (whether as the provider or the recipient) unless and until accepted by HELUNA HEALTH, at its sole and absolute discretion, through its established channels.

(c) No Withholding. Except for tax withholdings that are required by law, neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by either Party on behalf of the other or the employees of the other. The State and its personnel shall not be treated as employees of HELUNA HEALTH with respect to the Services performed hereunder for federal or state tax purposes or for any other purposes.

(d) No Employee Benefits. Neither Party nor its personnel shall be eligible for, and shall not participate in, any of the other Party's retirement, health, or other fringe benefit plans.

(e) Workers' Compensation. No workers' compensation insurance shall be obtained by either Party concerning the other's personnel. Each Party shall comply with all workers' compensation laws concerning its personnel.

## 9. PUBLICATIONS

Use of HELUNA HEALTH's or Funding Agency's Name. The State shall not use in any manner HELUNA HEALTH's name, logo or trademarks without HELUNA HEALTH's prior written consent. The State shall not use in any manner the Funding Agency's name, logo or trademarks without the Funding Agency's prior written consent.

## 10. INDEMNIFICATION

HELUNA HEALTH agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs arising out of or relating to the work of any and all HELUNA HEALTH's employees, officers, agents, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies under HELUNA HEALTH's control, in connection with the performance of the ELC programs and activities, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or

damaged by HELUNA HEALTH in the performance of the ELC Cooperative Agreement. Parties expressly agree that LHJs are excluded from HELUNA HEALTH's indemnification obligation.

## **11. CONFIDENTIALITY**

(a) **HELUNA HEALTH Confidential Information.** The State agrees that during the course of this Agreement, the State may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "HELUNA HEALTH Confidential Information") provided to or developed by HELUNA HEALTH. Said HELUNA HEALTH 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. This HELUNA HEALTH Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than HELUNA HEALTH and is the subject of reasonable efforts to maintain secrecy. Since the State may be exposed to and become aware of said HELUNA HEALTH Confidential Information and, because of its unique and confidential nature, the Parties hereto desire to afford HELUNA HEALTH protection against its unauthorized use or its use in any manner detrimental to HELUNA HEALTH. Therefore, the State shall not disclose in any manner whatsoever any of the aforesaid HELUNA HEALTH Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this Agreement or at any time thereafter, except as required in the course of the State's work with HELUNA HEALTH or except as otherwise provided in this Agreement. Further, the State shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of its HELUNA HEALTH Confidential Information. The Parties mutually agree that in the event of a breach or threatened breach of this Agreement, the other party may suffer irreparable harm for which it may not have an adequate remedy at law. Therefore, the injured Party shall have the right to seek injunctive relief to enforce this Agreement, in addition to its other rights or remedies which may be available at law or in equity.

(b) **Exceptions to HELUNA HEALTH Confidential Information.** HELUNA HEALTH Confidential Information shall not include and this Agreement shall not impose any obligation upon the State with respect to information which the State can establish by documentary or other competent evidence:



- i. is or becomes generally available to the public through no fault of the State; or
- ii. was rightfully in the possession of the State prior to its receipt from HELUNA HEALTH; or
- iii. is disclosed with the prior written consent of HELUNA HEALTH; or
- iv. was independently developed by the State without use of the HELUNA HEALTH Confidential Information by persons who did not have access to the HELUNA HEALTH's Confidential Information.

For the purposes of this Agreement, disclosures which provide specific, detailed information shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general disclosures in the public domain or in the State's possession. In addition, any combination of features or components shall not be deemed to be within the foregoing exceptions merely because information about individual components are separately in the public domain or in the State's possession.

(c) **Funding Agency Confidentiality.** The State shall also comply with all confidentiality obligations imposed by the Funding Agency in the Funding Award Agreement or otherwise.

(d) **Return of Documents.** All documents and other items which might be deemed the subject of or related to HELUNA HEALTH Confidential Information of HELUNA HEALTH's business 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 the State upon request at any time and upon termination of this Agreement.

(e) **Mutual Privacy and Security Requirements.** The attached Information Privacy and Security Requirements in Exhibit E shall apply to all PCI (as defined in Exhibit E, Attachment I) accessed, used, received, or disclosed by either Party and are incorporated here by reference. Both Parties agree to apply the terms of the Information Privacy and Security Requirements to all agents or subcontractors who access, use, receive, or disclose PCI which is owned by CDPH.

## 12. RECORD RETENTION AND ACCESS TO RECORDS

The State shall grant to the Funding Agency and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers and records of the State relating to this Agreement or the Services for audit, examination, excerpt and transcription, as permitted by law. The State shall retain all such records for seven (7) years (or longer if required under the Funding Award Agreement or by law, including under Circular A-110, Subpart C, Post-Award Requirements and FAR Subpart 4.7 Contractor Records

Retention - 4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

### **13. GENERAL TERMS**

(a) Amendments. Amendments to this Agreement shall be in writing, signed by the Parties, and attached to this Agreement.

(b) Governing Law; Venue. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals.

(c) Equitable Relief. In light of the irreparable harm to HELUNA HEALTH that a breach by the State of Sections 9, 10, 13 and 14 of this Agreement would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin the State from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.

(d) Binding Agreement. All terms, conditions and covenants to be observed and performed by the Parties hereto shall be applicable to and binding upon their respective agents, employees, heirs, executors, administrators, affiliates, subsidiaries, associates, employees, successors and assigns.

(e) Captions. All captions (section headings) set forth herein are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same document.

(g) Additional Documents. The Parties hereto each agree that they shall execute and, if appropriate, acknowledge any and all additional and other documents, instruments and writings which may be reasonably requested by the other Party in order to fully carry out the intent and purpose of this Agreement.

(h) Attorneys' Fees; Costs. In the event that any suit in law or equity, arbitration or other formal proceeding is instituted by any Party to enforce or interpret any part of this Agreement, or to recover damages for breach thereof, the prevailing Party shall, in addition to any such other relief available to such Party, be entitled to recover costs of suit incurred therein, and to also recover as an element of such costs (but not as damages) reasonable attorneys' fees incurred by such prevailing Party.

(i) Entire Agreement. This Agreement, and all documents referred to in it, or incorporated in it, is an integrated document containing and expressing all terms, covenants, conditions, warranties and agreements of the Parties relating to the subject matter hereof. No other or prior agreements or understandings, written or oral, pertaining to the same shall be valid or of any force or effect.

(j) Facsimile or Email Transmissions. A facsimile transmission or transmission by Email of the executed signature page of this Agreement shall be accepted as, relied upon as, and deemed to be, an original.

(k) 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.

(l) 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.

(m) Notices. Any notice, demand, consent or other communication required or permitted to be given hereunder shall be made in the English language and shall be so given by personal delivery, by (i) registered or certified (return receipt) or First Class United States Postal Service mail, postage pre-paid, or (ii) recognized overnight national courier service, or (iii) facsimile transmission confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, or (iv) by email confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, addressed to the recipient of such notice at the following address or facsimile number, as the case may be, or any other address or facsimile number or email address provided by a Party in the manner described hereinabove:

In the case of HELUNA HEALTH, addressed to:

Heluna Health  
13300 Crossroads Parkway North, Suite 450  
City of Industry, CA 91746  
Attention: Peter Dale  
Facsimile: N/A

Email: [pdale@helunahealth.org](mailto:pdale@helunahealth.org)  
[Contracts@HelunaHealth.org](mailto:Contracts@HelunaHealth.org)

In the case of the State, addressed to:

California Department of Public Health  
Emergency Preparedness Office  
PO Box 997377, MS-7002  
Sacramento, CA 95899-7377  
Attention: Melissa Relles  
Facsimile: N/A  
Email: [Melissa.relles@cdph.ca.gov](mailto:Melissa.relles@cdph.ca.gov)

Any such notice shall be deemed to have been received by the addressee, and service thereof shall be deemed effective, five (5) days following deposit thereof with the United States Postal Service, or upon actual receipt, whichever first occurs, unless the address for delivery is not within one of the United States or its territories or possessions, in which case service shall be effective seven (7) days following deposit, or upon actual receipt, whichever first occurs.

(n) **Force Majeure.** Neither Party will be held liable for failure to fulfill its obligations hereunder if such failure is due to, an act of war; domestic and/or international terrorism; civil riots or rebellions; or extraordinary elements of nature or acts of God; is beyond the excused Party's reasonable control, occurs without the excused Party's fault or negligence, is not caused directly or indirectly by the excused Party and could not have been prevented or avoided by the excused Party's reasonable diligence. Due to the nature and scope of this contract for COVID-19 pandemic response, both parties will be required to work together to avoid delays as reasonably as possible. If delays do occur as a result, it will be incumbent for both parties to work together and provide solutions.

(o) **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.

(p) **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.

(q) **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES,

WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(r) Non-Assignability. None of the Parties shall assign, transfer, sell, encumber, hypothecate, alienate or otherwise dispose of this Agreement, or any right, title or interest to or in this Agreement, nor shall a Party delegate any duty or obligation to be performed hereunder, without the express written consent of the other Party having been first obtained, except that any Party may assign this Agreement without the consent of the other Party in the case of a reorganization, merger, consolidation, or sale of all or substantially all of its assets so long as the assignee expressly assumes all of the obligations of the assignor under this Agreement.

(s) Signing Person. The individuals signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

[Signatures follow on next page]

The undersigned have caused this Agreement to be executed as of the date first set forth above:

**HELUNA HEALTH**



\_\_\_\_\_  
Peter Dale  
Chief Program Officer

8/7/20  
\_\_\_\_\_  
Date

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

\_\_\_\_\_  
Tim Bow  
EPO Procurement Officer

\_\_\_\_\_  
Date

EXHIBIT A  
TO THE STATE AGREEMENT

SCOPE OF WORK (SOW)

EXHIBIT B  
TO THE STATE AGREEMENT  
BUDGET



EXHIBIT C  
TO THE STATE AGREEMENT

FLOW DOWN PROVISIONS-Notice of Award Attached

EXHIBIT D  
TO THE STATE AGREEMENT

FORM OF INVOICE

Template to be determined after execution

Invoices must be submitted on a monthly basis as outlined in Sections 4 and 5 of this agreement.

The final invoice must be received by January 15, 2023.



SANDRA SHEWRY, MPH, MSW  
Acting Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

August 11, 2020

Dr. Tomas Aragon  
Health Officer  
City & County of San Francisco  
101 Grove Street, Room 308  
San Francisco, CA 94102

**COVID-19 ELC Enhancing Detection Funding**  
**Award Number COVID-19ELC38**  
**City & County of San Francisco**

**Authority:**

Section 311(c)(1) of the Public Health Service Act (42 USC 243(c)(1))

Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123)

Coronavirus Aid, Relief, and Economic Security Act, 2020 (CARES Act) (P.L. 116-136)

Paycheck Protection Program and Health Care Enhancement Act, 2020 (P.L. 116-139)

Dear Dr. Tomas Aragon:

This letter covers the reimbursement for the Paycheck Protection Program and Health Care Enhancement Act Response Activities for Cross-Cutting Emerging Issues. Funding for these activities is covered for the period May 18, 2020 to November 17, 2022. The California Department of Public Health (CDPH) is allocating **\$6,540,700** to **City & County of San Francisco**. These funds are intended to provide critical resources to local health departments (LHD) in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities, including the establishment of modernized public health surveillance systems. The work supported by ELC Enhancing Detection expands upon previous COVID-19 awards (ELC CARES and ELC Community-based Surveillance). These funds will support the public health response to COVID-19 and lay the foundation for the future of public health surveillance.

This allocation spans six different strategies that collectively build upon current investments and better prepare California to address COVID-19 response needs over the next 24 months and allow the state to prioritize and target resources to those most vulnerable to the impacts of the disease. Below is a table which outlines each strategy and corresponding allocation for your Agency:

Strategy	Allocation
1. Enhance Laboratory, Surveillance and Other Workforce Capacity for local health department staffing needs to implement actions across all strategies identified by this source of funding.	<b>\$840,838</b>



2. Strengthen Laboratory Testing to include building high throughput capacity in California's public health laboratories as well as expanding partnerships to increase the reach of testing services.	<b>\$900,000</b>
3. Advance Electronic Data Exchange at Public Health Laboratories by improving and/or replacing the existing disease reporting system, CalREDIE.	<b>\$300,000</b>
4. Improve Public Health Surveillance and Reporting of Electronic Health Data by enhanced disease monitoring activities to identify disparities and track progress in reducing disparities over time.	<b>\$359,254</b>
5. Use Laboratory Data to Enhance Investigation, Response and Prevention by supporting the State of California's comprehensive contact tracing program, California Connected, which was developed in April 2020 and includes an academic training institute, statewide data management and communications platform to support COVID-19 contact tracing work by local health departments.	<b>\$3,538,061</b>
6. Coordinate and Engage with Partners. Under the state's Roadmap to Resilience, counties who wish to open sectors of the community at their own speed were required to submit a Variance Attestation which included engagement with skilled nursing facilities to reduce disease transmission in these facilities.	<b>\$602,547</b>
<b>Total Allocation</b>	<b>\$6,540,700</b>

**Funding:**

The funding term is May 18, 2020 to November 17, 2022. CDPH plans to evaluate spending at the local level after a ten month period from the date of this letter. CDPH, in consultation with the California Conference of Local Health Officers and California Health Executives Association of California, will consider options for possible redirection of funds at that time.

**Submission Requirements:**

1. Complete a Workplan by **August 31, 2020** and submit to the California Department of Public Health at [CDPHELC@cdph.ca.gov](mailto:CDPHELC@cdph.ca.gov). See Attachment 1.
2. Complete a Spend Plan by **August 31, 2020** and submit to the California Department of Public Health at [CDPHELC@cdph.ca.gov](mailto:CDPHELC@cdph.ca.gov). See Attachment 2. Your Agency should consider the following when developing your Spend Plan:

- Staffing: You are encouraged to hire an Epidemiologist for Strategy 4; and a minimum 1 FTE Infection Preventionist for Strategy 6.
- Your Agency must work in coordination with tribal governments, community-based organizations, and faith-based organizations within Strategy 2 and 5, particularly those with experience with high-risk populations based upon county COVID-19 testing data. There is no explicit cap or percentage that must go to these partners; however, you must reach out to them and enlist their help where it makes sense (i.e. outreach, testing strategy, education, or housing, etc.). Such engagement must include a community meeting and the plan should include a list of community engagement participants.
- Your agency is encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and applicants from local communities disproportionately affected by COVID-19, who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community when executing contracts and other services.

**Reporting Requirements:**

As a subrecipient of the COVID-19 ELC Enhancing Detection funding, the CDC requires submission of the following reporting documents to CDPH. Additionally, CDPH will require additional data metric reporting related to Strategy 5 (contact tracing and isolation and quarantine activities). For your convenience, your Contract Manager will issue reminders as these dates get closer.

1. Submit quarterly progress reports on status of timelines, goals, and objectives in the approved work plan. Such report must include a list of tribal governments, community-based organizations, and faith-based organizations that the county has included in its efforts. See *Attachment 1*.
2. Submit quarterly expenditure reports following the dates listed in the table below. See *Attachment 2*.

Quarter	Reporting Period	Due Date
Year 1/Q1	May 18, 2020 – July 31, 2020	August 31, 2020
Year 1/Q2	August 1, 2020 – October 31, 2020	November 30, 2020
Year 1/Q3	November 1, 2020 – January 31, 2021	March 1, 2021
Year 1/Q4	February 1, 2021 – April 30, 2021	May 31, 2021
Year 2/Q1	May 1, 2021 – July 31, 2021	August 30, 2021
Year 2/Q2	August 1, 2021 – October 31, 2021	November 30, 2021
Year 2/Q3	November 1, 2021 – January 31, 2022	February 28, 2022
Year 2/Q4	February 1, 2022 – April 30, 2022	May 31, 2022
Year 3/Q1	May 1, 2022 – July 31, 2022	August 31, 2022
Final	August 1, 2022 – November 17, 2022	December 15, 2022

3. Your Agency may be requested to report on performance measures as needed.

4. For Agencies not using the CalCONNECT Contact Tracing data management system comprehensively for all of their COVID-19 cases, there may be additional reporting required on a monthly basis related to Strategy 5 activities. CDPH will provide a template to use to facilitate the reporting of these additional data metrics.

**Reimbursement/Invoicing:**

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoices to: [CDPHELC@cdph.ca.gov](mailto:CDPHELC@cdph.ca.gov). See Attachment 3.

1. First Quarter Payment: CDPH will issue warrants (checks) to your Agency for 25% of each Strategy which equates to 25% of your total allocation, this will be issued as an advance payment.
2. Future Payments: Future payments will be based on reimbursement of expenditures. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachments 1 and 2 following the due dates in the table on the previous page.
3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from your Contract Manager. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has and will continue to invest in this response. We are hopeful that this additional funding can support the needs of your local health department and that it provides adequate resources for your participation in ELC Enhancing Detection. If you have any questions or need further clarification regarding this funding, please reach out to [CDPHELC@cdph.ca.gov](mailto:CDPHELC@cdph.ca.gov).

Sincerely,



Melissa Relles  
Assistant Deputy Director  
Emergency Preparedness Office  
California Department of Public Health

**Attachments**

- Attachment 1: Workplan and Progress Report
- Attachment 2: Spend Plan and Expenditure Report
- Attachment 3: Invoice Template
- Attachment 4: ELC Enhancing Detection Guidelines
- Attachment 5: Local Allocations

1. DATE ISSUED MM/DD/YYYY 05/18/2020

1a. SUPERSEDES AWARD NOTICE dated 05/05/2020  
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 93.323 - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. 6 NU50CK000539-01-10 Formerly

5. TYPE OF AWARD Demonstration

4a. FAIN NU50CK000539

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY  
From 08/01/2019 Through 07/31/2024

7. BUDGET PERIOD MM/DD/YYYY  
From 08/01/2019 Through 07/31/2020

8. TITLE OF PROJECT (OR PROGRAM)  
PHFE CDPH ELC 2019-2024

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Centers for Disease Control and Prevention

2939 Brandywine Road  
Atlanta, GA 30341

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)  
301(A)AND317(K)(2)PHS42USC241(A)247B(K)2

9a. GRANTEE NAME AND ADDRESS  
Public Health Foundation Enterprises, Inc.  
13300 Crossroads Pkwy N Ste 450  
Suite 450  
City Of Industry, CA 91746-3405

9b. GRANTEE PROJECT DIRECTOR  
Dr. James Watt M.D., M.P.H.  
850 Marina Bay Parkway  
CENTER FOR INFECTIOUS DISEASE  
Richmond, CA 98404-3505  
Phone: 510-620-3727

10a. GRANTEE AUTHORIZING OFFICIAL  
Mr. Peter Dale  
13300 Crossroads Pkwy. North, Suite 450  
City of Industry, CA 91746-3480  
Phone: (562) 222-7886

10b. FEDERAL PROJECT OFFICER  
Mrs. Janice Downing  
1600 Clifton Rd  
Atlanta, GA 30333  
Phone: 404-639-7808

ALL AMOUNTS ARE SHOWN IN USD

<b>11. APPROVED BUDGET (Excludes Direct Assistance)</b>		<b>12. AWARD COMPUTATION</b>	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 552,321,987.00	
II Total project costs including grant funds and all other financial participation <input type="checkbox"/>		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and WageS	4,376,406.00	c. Less Cumulative Prior Award(s) This Budget Period 53,118,807.00	
b. Fringe Benefits	1,574,695.00	<b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b> 499,203,180.00	
c. Total Personnel Costs	5,951,101.00	<b>13. Total Federal Funds Awarded to Date for Project Period</b> 552,321,987.00	
d. Equipment	262,000.00	<b>14. RECOMMENDED FUTURE SUPPORT</b> (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	1,532,769.00	YEAR	TOTAL DIRECT COSTS
f. Travel	246,619.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	541,606,799.00	c. 4	f. 7
i. Contractual	1,571,792.00	<b>15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b>	
j. TOTAL DIRECT COSTS	551,171,080.00	a. DEDUCTION	
k. INDIRECT COSTS	1,150,907.00	b. ADDITIONAL COSTS	
<b>l. TOTAL APPROVED BUDGET</b>	<b>552,321,987.00</b>	c. MATCHING	
m. Federal Share	552,321,987.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	0.00	e. OTHER (See REMARKS)	
<b>REMARKS</b> (Other Terms and Conditions Attached - <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)		<b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b>	
ELC Enhancing Detection Funding: Financial Assistance in the amount of \$499,203,180		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

GRANTS MANAGEMENT OFFICIAL:

Brownie Anderson-Rana, Grants Management Officer  
2939 Flowers Road  
Mailstop TV2  
Atlanta, GA 30341-5509  
Phone: 770-488-2771

17.OBJ CLASS 41.51	18a. VENDOR CODE 1952557063A1	18b. EIN 952557063	19. DUNS 082199324	20. CONG. DIST. 32
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 0-9390F7F	b. 19NU50CK000539C4	c. CK	d. \$499,203,180.00	e. 75-X-0140
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 05/18/2020
GRANT NO. 6 NU50CK000539-01-10	

**Direct Assistance**

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$0.00	\$0.00	\$0.00



NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 05/18/2020
GRANT NO. 6 NU50CK000539-01-10	

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/01/2019	07/31/2020	Annual	10/29/2020

# AWARD ATTACHMENTS

Public Health Foundation Enterprises, Inc.

6 NU50CK000539-01-10

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1. Terms and Conditions

## AWARD INFORMATION

**Incorporation:** In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number CK19-1904, entitled Epidemiology and Laboratory Capacity (ELC), which is hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

**Component Funding:** Additional funding in the amount \$499,203,180 is approved for the Year 01 budget period, which is August 1, 2019 through July 31, 2020

**COVID-19** Paycheck Protection Program and Health Care Enhancement Act Response Activities:

E. Cross-Cutting Emerging Issues: \$499,203,180

Recipients have **30 months** from the date of this NoA to expend all funds awarded herein

**Budget/Workplan Revision Requirement:** Within 30 days of this NoA, the recipient must submit a revised budget with a narrative justification outlining response activities. Failure to submit the required information in a timely manner may adversely affect the future funding of the project. If the information cannot be provided by the due date, you are required to contact your ELC Project Officer and Grant Management Specialist. The revised budget must be uploaded in GrantSolutions as an amendment to allow issuance of a revised NoA.

**Pre-Award Costs:** Pre-award costs dating back to January 20, 2020 – when CDC first activated its Emergency Operations Center (EOC) – and directly related to the COVID-19 outbreak response are allowable.

**Indirect Costs:** Indirect cost will be approved based on current approved negotiated indirect cost rate agreement.

**Overtime:** Because overtime costs are a very likely and reasonable expense during the response to COVID-19, CDC will allow recipients to include projected overtime in their budgets. Recipients should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.

### **Additional Term and Condition:**

A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); and/or the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the

purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

#### **Unallowable Costs:**

- Research
- Clinical care
- Publicity and propaganda (lobbying):
  - Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
  - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:  
[https://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)
- ***All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.***

## **REPORTING REQUIREMENTS**

#### **Additional Reporting:**

- Monthly fiscal reports (beginning 60 days after NOAs are issued)
- Quarterly progress reports on status of timelines, goals, and objectives as defined by CDC in approved work plans
- Quarterly Performance measure data
- CDC may require recipients to develop annual progress reports (APRs). CDC will provide APR guidance and optional templates should they be required.
- Quarterly reporting of test results, both positive and negative
- Clarity on how the states will focus on high socially vulnerable index counties, rural and urban areas, etc. (Vulnerable populations must be specific).

**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](mailto: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))

#### **PAYMENT INFORMATION**

*The HHS Office of the Inspector General (OIG) maintains a toll-free number (1- 800-HHS- TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to [hhstips@oig.hhs.gov](mailto:hhstips@oig.hhs.gov) or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.*

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

**Stewardship:** The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged to your cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to this program.

All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

**EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC)  
Paycheck Protection Program and Health Care Enhancement Act of 2020  
Local Health Jurisdiction (LHJ)  
Workplan & Progress Report**

**INSTRUCTIONS**

1. **The LHJ ELC Enhancing Detection Workplan is due on or before August 31, 2020 by COB**
  - a. The workplan should be emailed to CDPHELC@cdph.ca.gov
  - b. Enter the name of the LHJ on the top of the page on each tab.
  
2. **Progress reports are due quarterly.**
  - a. Progress reports are due by the **30th of the month** following the end of the quarter.
  - b. The progress report is entered on every tab of the spreadsheet beginning on Column F.
  - c. The progress report should be emailed by the due date to CDPHELC@cdph.ca.gov.
  
3. **Strategy Tabs**
  - a. There are 6 strategies in the CDC ELC Enhancing Detection.
  - b. Please enter the name of the LHJ at the top of the page on each tab.
  - c. Enter data into unshaded areas only.
  - d. Each *Strategies Actions and Deliverables* (in cell B7) must be addressed, but the LHJ can define other activities and add a milestone. If the *Strategies Actions and Deliverables* do not apply to the LHJ, please state "Not Applicable".
  
4. **Performance Measures**
  - a. CDC Epidemiology and Laboratory Capacity (ELC) Program will be developing Performance Measures for the ELC Enhancing Detection strategies. The LHJ may be asked to submit information/data to meet the requirements of Performance Measures during the course of the funding period.

CDC - Epidemiology and Laboratory Capacity (ELC) Paycheck Protection Program and Health Care Enhancement Act of 2020

<b>Local Health Jurisdiction Name:</b>	City and County of San Francisco
<b>Grant Number:</b>	6 NU50CK000539-01-10

**Strategy 1 - Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity**

**Strategy 1 Actions and Deliverables:**

A. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, accessioning, testing and reporting results.

B. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.

C. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including contact tracing) and other conditions of public health significance.

D. Build expertise to support management of the COVID-19 related activities within the jurisdiction and the integrate into the broader ELC portfolio of activities (e.g., additional leadership, program and project managers, budget staff, etc.).

E. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.

**Strategy 1: Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity**

Strengthening the Surveillance and Informatics Workforce	Strengthening the Surveillance and Informatics Workforce  The goal of this milestone is to build expertise to support management of the COVID-19 related surveillance and informatics activities within SF and integrate into the broader ELC portfolio of activities.
<b>Implementation Plan</b> <i>(Bulleted items or brief sentences)</i>	SFDPH will be transitioning to a new data system offered by the California Department of Public Health called CalConnect. We are in the process of developing our transition plan with staff from our case investigation, contact tracing, outbreak management, and data teams. The staff that will be hired for this milestone include one epidemiologist and project management consultant who will support the transition and change management.
<b>Applicant capacity:</b> What is the current capacity to perform this milestone?	We have many people throughout the activation who are involved with strengthening the surveillance and informatics work but not many staff that are focused on supporting the workforce.
<b>Expected Achieve By Date</b> <i>(select from drop down)</i>	December 2020













**COVID-19 ELC Enhancing Detection  
Spend Plan**

County Name: San Francisco

Position Title*	Annual Salary	FTE %	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5	Strategy 6	COMBINED TOTAL
Special Nurse (P103)	\$ 187,200.00	60%	\$ 112,320.00				\$ 449,280.00		\$ 561,600
Sr. Physician Specialist (2232)	\$ 197,000.00	100%					\$ 394,000.00		\$ 394,000
Infection Control Nurse (2320)	\$ 149,734.00	100%						\$ 174,304.00	\$ 174,304
Budget Analyst (1823)	\$ 112,999.00	10%	\$ 11,299.90						\$ 11,300
									\$ -
									\$ -
									\$ -
									\$ -
Fringe	35%		\$ 43,267	\$ -	\$ -	\$ -	\$ 295,148	\$ 61,006	\$ 399,421.37
<b>Total Personnel</b>			<b>\$ 166,887</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,138,428</b>	<b>\$ 235,310</b>	<b>\$ 1,540,625</b>
<b>Supplies</b>	PPE (gloves, masks/face shields, gowns)			\$ 4,000.00			\$ 2,262.00		\$ 6,262
	Lab supplies			\$ 3,343.00					\$ 3,343
	Shelf-stable grocery care packages							\$ 5,992.00	\$ 5,992
	Computers		\$ 3,000.00	\$ 3,000.00		\$ 2,000.00	\$ 10,000.00	\$ 2,000.00	\$ 20,000
<b>Total Supplies</b>			<b>\$ 3,000</b>	<b>\$ 10,343</b>	<b>\$ -</b>	<b>\$ 2,000</b>	<b>\$ 12,262</b>	<b>\$ 7,992</b>	<b>\$ 35,597</b>
<b>Travel</b>									
	In-State								\$ -
	Out-of-State								\$ -
<b>Total Travel</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Equipment</b>	Mobile Testing Van (2)			\$ 150,000.00					\$ 150,000
	Testing Cartridges 2000 tests x \$70			\$ 140,000.00					\$ 140,000
	GenExpert Machines (7) x \$35,000 ea			\$ 245,000.00					\$ 245,000
<b>Total Equipment</b>			<b>\$ -</b>	<b>\$ 535,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 535,000</b>
<b>Other</b>	R Shiny application (\$3,300/year)		\$ 6,600.00						\$ 6,600
<b>Total Other</b>			<b>\$ 6,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,600</b>
<b>Subcontracts:</b>									
	<b>Advanced Consultant Resource</b>					\$ 134,615.00			\$ 134,615
	SFPHF - (8) Community-based trainers @ 0.3 FTE (Community Wellness RFP)		\$ 281,265.06						\$ 281,265
	SFPHF - (8) Community-based case managers/ case investigators/contact tracers (Community Wellness RFP)						\$ 937,550.19		\$ 937,550
	Heluna Health - Project Management Consultant		\$ 28,200.00			\$ 28,200.00			\$ 56,400
	Heluna Health - Grants & Fiscal Administrator					\$ 10,149.32		\$ 20,298.65	\$ 30,448
	Heluna Health - Community Health Worker					\$ 600,840.14			\$ 600,840
	UCSF for C. Marquez						\$ 19,730.00		\$ 19,730
	Latino Task Force (MLVS)						\$ 275,000.00		\$ 275,000
	Lab Remodeling to increase space for high capacity lab equipment				\$ 280,000.00				\$ 280,000
	Connectivity to LIMS System				\$ 20,000.00				\$ 20,000
	Heluna Health - Epidemiologist/Data Manager		\$ 184,289.47			\$ 184,289.47			\$ 368,579
	Heluna Health - CI/CI Training Coordinator/ Quality Improvement Coordinator		\$ 162,252.69				\$ 162,252.69		\$ 324,505
	Heluna Health - System of Care Coordinator						\$ 129,802.15	\$ 32,450.54	\$ 162,253
	Heluna Health - Case/Cluster Management Coordinator						\$ 181,624.37		\$ 181,624
	Heluna Health - (2) Health Care/Data Analysts						\$ 318,379.64		\$ 318,380
	Heluna Health - (3) Laboratory Technicians			\$ 354,656.78					\$ 354,657
<b>Total Subcontracts</b>			<b>\$ 656,007</b>	<b>\$ 354,657</b>	<b>\$ 300,000</b>	<b>\$ 357,254</b>	<b>\$ 2,330,449</b>	<b>\$ 347,479</b>	<b>\$ 4,345,846</b>
<b>Indirect Cost</b>	5%		\$ 8,344.34	\$ -	\$ -	\$ -	\$ 56,921.40	\$ 11,765.52	\$ 77,031
<b>Total Indirect</b>			<b>\$ 8,344</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,921</b>	<b>\$ 11,766</b>	<b>\$ 77,031</b>
<b>TOTAL</b>			<b>\$ 840,838</b>	<b>\$ 900,000</b>	<b>\$ 300,000</b>	<b>\$ 359,254</b>	<b>\$ 3,538,061</b>	<b>\$ 602,547</b>	<b>\$ 6,540,700</b>
<b>Allocation</b>			<b>\$ 840,838</b>	<b>\$ 900,000</b>	<b>\$ 300,000</b>	<b>\$ 359,254</b>	<b>\$ 3,538,061</b>	<b>\$ 602,547</b>	<b>\$ 6,540,700</b>
<b>Balance</b>			<b>\$ (0)</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>\$ 0</b>

\*Personnel supported with this funding should not duplicate efforts across other federal grants; exceed 1.0 FTE across all funding sources; and salary is kept below \$197k as required by the funder.

County Name: San Francisco

Combined Strategy	Total Award
	\$ 6,540,700

Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Final Closeout	Balance
Budget Category	Budgeted Amount	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter		
Salary	\$ 394,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 394,000.00
Fringe	\$ 399,421	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 399,421.37
Supplies	\$ 35,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,597.00
In State Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Out of State Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ 535,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 535,000.00
Subcontracts	\$ 4,345,846	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,345,846.16
Other costs	\$ 6,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600.00
Total Direct Costs	\$ 5,716,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Indirect Costs	\$ 77,031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,031.26

	Budget	Expenditures	Balance
Totals	\$ 5,793,496	\$ -	\$ 5,793,495.79

County Name: San Francisco

Strategy 1	Allocation
	\$ 840,838

Strategy 1 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	\$ 123,620											\$ 123,619.90
Fringe	\$ 43,267											\$ 43,266.97
Supplies	\$ 3,000											\$ 3,000.00
In State Travel	\$ -											\$ -
Out of State Travel	\$ -											\$ -
Equipment	\$ -											\$ -
Subcontracts	\$ 656,007											\$ 656,007.22
Other costs	\$ 6,600											\$ 6,600.00
Total Direct Costs	\$ 832,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Indirect Costs	\$ 8,344											\$ 8,344.34

	Budget	Expenditures	Balance
Totals	\$ 840,838	\$ -	\$ 840,838.42



County Name: San Francisco

Strategy 2	Allocation
	\$ 900,000

Strategy 2 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	\$ -											\$ -
Fringe	\$ -											\$ -
Supplies	\$ 10,343											\$ 10,343.00
In State Travel	\$ -											\$ -
Out of State Travel	\$ -											\$ -
Equipment	\$ 535,000											\$ 535,000.00
Subcontracts	\$ 354,657											\$ 354,656.78
Other costs	\$ -											\$ -
<b>Total Direct Costs</b>	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Indirect Costs</b>	\$ -											\$ -

	Budget	Expenditures	Balance
<b>Totals</b>	\$ 900,000	\$ -	\$ 899,999.78

County Name: San Francisco

Strategy 3	Allocation
	\$ 300,000

Strategy 3 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	\$ -											\$ -
Fringe	\$ -											\$ -
Supplies	\$ -											\$ -
In State Travel	\$ -											\$ -
Out of State Travel	\$ -											\$ -
Equipment	\$ -											\$ -
Subcontracts	\$ 300,000											\$ 300,000.00
Other costs	\$ -											\$ -
<b>Total Direct Costs</b>	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Indirect Costs</b>	\$ -											\$ -

	Budget	Expenditures	Balance
<b>Totals</b>	\$ 300,000	\$ -	\$ 300,000.00

County Name: San Francisco

Strategy 4	Allocation
	\$ 359,254

Strategy 4 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	\$ -											\$ -
Fringe	\$ -											\$ -
Supplies	\$ 2,000											\$ 2,000.00
In State Travel	\$ -											\$ -
Out of State Travel	\$ -											\$ -
Equipment	\$ -											\$ -
Subcontracts	\$ 357,254											\$ 357,253.79
Other costs	\$ -											\$ -
<b>Total Direct Costs</b>	<b>\$ 359,254</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Indirect Costs</b>	<b>\$ -</b>											<b>\$ -</b>

	Budget	Expenditures	Balance
<b>Totals</b>	<b>\$ 359,254</b>	<b>\$ -</b>	<b>\$ 359,253.79</b>

County Name: San Francisco

Strategy 5	Allocation
	\$ 3,538,061

Strategy 5 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	\$ 843,280											\$ 843,280.00
Fringe	\$ 295,148											\$ 295,148.00
Supplies	\$ 12,262											\$ 12,262.00
In State Travel	\$ -											\$ -
Out of State Travel	\$ -											\$ -
Equipment	\$ -											\$ -
Subcontracts	\$ 2,330,449											\$ 2,330,449.19
Other costs	\$ -											\$ -
Total Direct Costs	\$ 3,481,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Indirect Costs	\$ 56,921											\$ 56,921.40

	Budget	Expenditures	Balance								
Totals	\$ 3,538,061	\$ -	\$ 3,538,060.59								

County Name: San Francisco

Strategy 6	Allocation
	\$ 602,547

Strategy 6 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	\$ 174,304											\$ 174,304.00
Fringe	\$ 61,006											\$ 61,006.40
Supplies	\$ 7,992											\$ 7,992.00
In State Travel	\$ -											\$ -
Out of State Travel	\$ -											\$ -
Equipment	\$ -											\$ -
Subcontracts	\$ 347,479											\$ 347,479.18
Other costs	\$ -											\$ -
Total Direct Costs	\$ 590,782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Indirect Costs	\$ 11,766											\$ 11,765.52

	Budget	Expenditures	Balance
Totals	\$ 602,547	\$ -	\$ 602,547.10

**From:** [Groffenberger, Ashley \(MYR\)](#)  
**To:** [Peacock, Rebecca \(MYR\)](#); [BOS Legislation, \(BOS\)](#)  
**Cc:** [Kittler, Sophia \(MYR\)](#); [Wong, Greg \(DPH\)](#); [Duning, Anna \(MYR\)](#)  
**Subject:** RE: Mayor -- [Resolution] -- [Accept and Expend Grant - Retroactive - Centers for Disease Control and Prevention - Coronavirus (COVID-19) Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Funding - \$6,540,700]  
**Date:** Tuesday, October 20, 2020 5:41:54 PM  
**Attachments:** [image001.png](#)

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Approved.

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**From:** Peacock, Rebecca (MYR)  
**Sent:** Tuesday, October 20, 2020 4:43 PM  
**To:** BOS Legislation, (BOS) <bos.legislation@sfgov.org>; Groffenberger, Ashley (MYR) <ashley.groffenberger@sfgov.org>  
**Cc:** Kittler, Sophia (MYR) <sophia.kittler@sfgov.org>; Wong, Greg (DPH) <greg.wong@sfdph.org>; Duning, Anna (MYR) <anna.duning@sfgov.org>  
**Subject:** RE: Mayor -- [Resolution] -- [Accept and Expend Grant - Retroactive - Centers for Disease Control and Prevention - Coronavirus (COVID-19) Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Funding - \$6,540,700]

Hi Jocelyn,

See attached grant info form.

[@Groffenberger, Ashley \(MYR\)](#), can you confirm MBO approval?

-RP

---

**Rebecca Peacock** ([they/she](#))  
(415) 554-6982 | [Rebecca.Peacock@sfgov.org](mailto:Rebecca.Peacock@sfgov.org)

---

**From:** BOS Legislation, (BOS)  
**Sent:** Tuesday, October 20, 2020 16:36  
**To:** Peacock, Rebecca (MYR) <[rebecca.peacock@sfgov.org](mailto:rebecca.peacock@sfgov.org)>; BOS Legislation, (BOS) <[bos.legislation@sfgov.org](mailto:bos.legislation@sfgov.org)>  
**Cc:** Kittler, Sophia (MYR) <[sophia.kittler@sfgov.org](mailto:sophia.kittler@sfgov.org)>; Wong, Greg (DPH) <[greg.wong@sfdph.org](mailto:greg.wong@sfdph.org)>; Duning, Anna (MYR) <[anna.duning@sfgov.org](mailto:anna.duning@sfgov.org)>  
**Subject:** RE: Mayor -- [Resolution] -- [Accept and Expend Grant - Retroactive - Centers for Disease Control and Prevention - Coronavirus (COVID-19) Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Funding - \$6,540,700]

Greetings,

Please be advised, the zip packet, does not include the following, which we will need for completion of the submittal:

1. Approval from the Mayor's office for the Resolution
2. Signed copy of the Grant Information Form

Thank you,

**Jocelyn Wong**

San Francisco Board of Supervisors

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, CA 94102

T: 415.554.7702 | F: 415.554.5163

[jocelyn.wong@sfgov.org](mailto:jocelyn.wong@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

**(VIRTUAL APPOINTMENTS)** To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

*Due to the current COVID-19 health emergency and the Shelter in Place Order, the Office of the Clerk of the Board is working remotely while providing complete access to the legislative process and our services*



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**From:** Peacock, Rebecca (MYR) <[rebecca.peacock@sfgov.org](mailto:rebecca.peacock@sfgov.org)>

**Sent:** Tuesday, October 20, 2020 4:12 PM

**To:** BOS Legislation, (BOS) <[bos.legislation@sfgov.org](mailto:bos.legislation@sfgov.org)>

**Cc:** Kittler, Sophia (MYR) <[sophia.kittler@sfgov.org](mailto:sophia.kittler@sfgov.org)>; Wong, Greg (DPH) <[greg.wong@sfdph.org](mailto:greg.wong@sfdph.org)>;  
Duning, Anna (MYR) <[anna.duning@sfgov.org](mailto:anna.duning@sfgov.org)>

**Subject:** Mayor -- [Resolution] -- [Accept and Expend Grant - Retroactive - Centers for Disease Control and Prevention - Coronavirus (COVID-19) Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Funding - \$6,540,700]

Attached for introduction to the Board of Supervisors is a **resolution retroactively authorizing the Department of Public Health to accept and expend a grant in the amount of \$6,540,700 from the Centers for Disease Control and Prevention through the California Department of Public Health**

**for participation in a program, entitled “Coronavirus (COVID-19) Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Funding,” for the period of May 18, 2020, through November 17, 2022.**

Please let me know if you have any questions.

---

**Rebecca Peacock** ([they/she](#))  
(415) 554-6982 | [Rebecca.Peacock@sfgov.org](mailto:Rebecca.Peacock@sfgov.org)  
Office of Mayor London N. Breed  
City & County of San Francisco



FILE NO.

RESOLUTION NO.

1 [Accept and Expend Grant - Retroactive - Centers for Disease Control and Prevention -  
2 California Department of Public Health - Coronavirus (COVID-19) Epidemiology and  
3 Laboratory Capacity (ELC) Enhancing Detection Funding - \$6,540,700]

4 **Resolution retroactively authorizing the Department of Public Health to accept and**  
5 **expend a grant in the amount of \$6,540,700 from the Centers for Disease Control and**  
6 **Prevention through the California Department of Public Health for participation in a**  
7 **program, entitled “Coronavirus (COVID-19) Epidemiology and Laboratory Capacity**  
8 **(ELC) Enhancing Detection Funding,” for the period of May 18, 2020, through**  
9 **November 17, 2022.**

10  
11 WHEREAS, The Centers for Disease Control and Prevention (CDC), through the  
12 California Department of Public Health (CDPH) as a pass-through entity, has agreed to fund  
13 the San Francisco Department of Public Health (DPH) in the amount of \$6,540,700 for  
14 participation in a program, entitled “Coronavirus (COVID-19) Epidemiology and Laboratory  
15 Capacity (ELC) Enhancing Detection Funding,” for the period of May 18, 2020, through  
16 November 17, 2022; and

17 WHEREAS, These funds are intended to provide critical resources to local health  
18 departments (LHD) in support of a broad range of coronavirus (COVID-19) testing and  
19 epidemiologic surveillance related activities, including the establishment of modernized public  
20 health surveillance systems; and

21 WHEREAS, These funds will support the public health response to COVID-19, and lay  
22 the foundation for the future of public health surveillance; and

23 WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

24 WHEREAS, A request for retroactive approval is being sought because DPH received  
25 the full award agreement on August 11, 2020, for a project start date of May 18, 2020; and

1           WHEREAS, The grant budget includes a provision for indirect costs in the amount of  
2           \$77,031; now, therefore, be it

3           RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant  
4           in the amount of \$6,540,700 from the CDC through CDPH; and, be it

5           FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and  
6           expend the grant funds pursuant to Administrative Code, Section 10.170-1; and, be it

7           FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
8           Agreement on behalf of the City; and, be it

9           FURTHER RESOLVED, That within thirty (30) days of the Grant Agreement being fully  
10          executed by all parties, the Director of Health shall provide a copy to the Clerk of the Board of  
11          Supervisors for inclusion in the official file.

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Recommended:

DocuSigned by:  
*Greg Wagner*  
28527524752949F...

Dr. Grant Colfax

Department Head

Greg Wagner, COO for

Approved: \_\_\_\_\_

Mayor

Approved: \_\_\_\_\_

Controller

**From:** [Encarnacion, Natalie \(CON\)](#)  
**To:** [Duning, Anna \(MYR\)](#)  
**Cc:** [Peacock, Rebecca \(MYR\)](#); [Li, Janica \(CON\)](#); [Wu, Jing \(CON\)](#); [Cam, Anna \(CON\)](#)  
**Subject:** FW: DPH A&E - COVID-19 ELC Enhancing Detection Funding - \$6,540,700  
**Date:** Thursday, October 8, 2020 5:11:49 PM  
**Attachments:** [DPH A&E - COVID-19 ELC Enhancing Detection Funding - \\$6,540,700.doc](#)  
[DPH A&E - COVID-19 ELC Enhancing Detection Funding - \\$6,540,700.pdf](#)

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Hi Anna,

Please find attached "DPH A&E - COVID-19 ELC Enhancing Detection Funding - \$6,540,700". Jocelyn Quintos approved through email.

Thanks so much again for your help with this A&E!

Best regards,

**Natalie Encarnacion**

Controller's Office – Accounting Operations  
City & County of San Francisco  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

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**From:** Quintos, Jocelyn (CON) <[Jocelyn.Quintos@sfgov.org](mailto:Jocelyn.Quintos@sfgov.org)>  
**Sent:** Thursday, October 8, 2020 5:02 PM  
**To:** Encarnacion, Natalie (CON) <[natalie.encarnacion@sfgov.org](mailto:natalie.encarnacion@sfgov.org)>  
**Cc:** Li, Janica (CON) <[janica.li@sfgov.org](mailto:janica.li@sfgov.org)>; Wu, Jing (CON) <[jing.wu@sfgov.org](mailto:jing.wu@sfgov.org)>; Cam, Anna (CON) <[anna.cam@sfgov.org](mailto:anna.cam@sfgov.org)>  
**Subject:** RE: DPH A&E - COVID-19 ELC Enhancing Detection Funding - \$6,540,700

approve

---

**From:** Encarnacion, Natalie (CON) <[natalie.encarnacion@sfgov.org](mailto:natalie.encarnacion@sfgov.org)>  
**Sent:** Thursday, October 8, 2020 4:37 PM  
**To:** Quintos, Jocelyn (CON) <[Jocelyn.Quintos@sfgov.org](mailto:Jocelyn.Quintos@sfgov.org)>  
**Cc:** Li, Janica (CON) <[janica.li@sfgov.org](mailto:janica.li@sfgov.org)>; Wu, Jing (CON) <[jing.wu@sfgov.org](mailto:jing.wu@sfgov.org)>; Cam, Anna (CON) <[anna.cam@sfgov.org](mailto:anna.cam@sfgov.org)>  
**Subject:** DPH A&E - COVID-19 ELC Enhancing Detection Funding - \$6,540,700

Hi Jocelyn,

Could you please approve the attached "DPH A&E - COVID-19 ELC Enhancing Detection Funding - \$6,540,700"? DPH provided approval through DocuSign (pdf).

Below summarizes grant A&E:

**Name of Grant:** COVID-19 ELC Enhancing Detection Funding

**Type:** FED Pass-through  
**Terms:** 05/18/2020 - 11/17/2022  
**Amount:** \$6,540,700

**Match:** None  
**Match Amount:** \$0

Thanks!

Best regards,  
**Natalie Encarnacion**  
Controller's Office – Accounting Operations  
City & County of San Francisco  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

FILE NO. 201192

RESOLUTION NO.

1 [Contract Amendment ~~---~~ Color Genomics, Inc. ~~---~~ COVID-19 Testing Services ~~---~~ Not to  
2 Exceed \$84,382,042]

3 **Resolution approving Amendment No. 3 to the agreement between Color Genomics,**  
4 **Inc. and the Department of Public Health, for COVID-19 testing services, to increase the**  
5 **agreement amount by \$74,482,042, for a ~~total~~ not to exceed amount ~~of not to exceed~~**  
6 **\$84,382,042; and to establish a specific term end date of March 31, 2021, for a total**  
7 **agreement term of April 6, 2020, through March 31, 2021.**

8  
9 WHEREAS, The Department of Public Health (DPH) entered into an agreement with  
10 Color Genomics, Inc. on April 6, 2020, for COVID-19 testing services for City employees only  
11 at the Embarcadero testing site, in the amount of \$7,990,000 under Chapter 21.15 of the San  
12 Francisco Administrative Code and the Mayor's proclamation declaring the existence of a  
13 local emergency, for a term lasting through the duration of the emergency; and

14 WHEREAS, Under the same authority, on April 20, 2020, DPH subsequently amended  
15 the agreement with Amendment 1, to expand testing at the Embarcadero site from only City  
16 employees to all essential workers, and to add a testing site in the South of Market  
17 neighborhood, increasing the amount to \$8,254,661; and

18 WHEREAS, On May 4, 2020, with Amendment No. 2, DPH mobile testing was added,  
19 increasing the amount to \$9,990,000; and

20 WHEREAS, To align with the Mayor's proclamation requiring contract terms be no  
21 longer than 12 months DPH wishes to amend the agreement by executing Amendment No. 3,  
22 to establish a specific date for the expiration of the agreement of March 31, 2021, with the  
23 provision that the City may terminate the agreement earlier when a replacement agreement  
24 awarded under a Request For Proposals takes its place; and

1 WHEREAS, Amendment No. 3 will also add two mobile testing teams, increase  
2 capacity at the Embarcadero testing site, increase City employee testing at Laguna Honda  
3 Hospital and at an optional third site, and allow Color Genomics to seek reimbursement from  
4 insurers; now, therefore, be it

5 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
6 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the  
7 City and County of San Francisco, to execute Amendment No. 3; and, be it

8 FURTHER RESOLVED, That the Board of Supervisors authorizes the  
9 Department of Public Health to enter into any amendments or modifications to the  
10 contract, prior to its final execution by all parties, that the Department determines, in  
11 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
12 materially increase the obligations or liabilities of the City, are necessary or advisable to  
13 effectuate the purposes of the contract, and are in compliance with all applicable laws;  
14 and, be it

15 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
16 by all parties, the Director of Health and/or the Director of the Office of Contract  
17 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for  
18 inclusion into the official File No. \_\_\_\_\_.

19

20 RECOMMENDED:

21

22

\_\_\_\_\_  
Dr. Grant Colfax  
Director of Health

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24

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Mayor Breed  
BOARD OF SUPERVISORS