



**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.