

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.34
(ID # 16735)

MEETING DATE:

Tuesday, August 17, 2021

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH: Ratify and Approve Emergency COVID-19 Agreements and Amendments with Community Health Association Inland & Southern Region, Desert Healthcare Foundation, Reach Out, Regional Access Project Foundation and the Roman Catholic Bishop of San Bernardino for Fiscal Intermediary Services Approved Under the Emergency Procurement Order in the Amount of \$16,854,667, All Districts. [\$16,854,667, 100% Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached fiscal intermediary services for emergency COVID-19 Subrecipient Agreements between the County of Riverside and the following contractors without seeking competitive bids under the emergency order: (a) Community Health Association Inland & Southern Region \$3,818,000; (b) Desert Healthcare Foundation \$2,400,000; (c) Reach Out \$2,730,000; (d) Regional Access Project Foundation \$7,315,000; and (e) The Roman Catholic Bishop of San Bernardino \$591,667, and
2. Ratify and approve the attached Amendment 1 to the fiscal intermediary services for emergency COVID-19 Subrecipient Agreements between the County of Riverside and the following contractors: (a) Desert Healthcare Foundation; (b) The Roman Catholic Bishop of San Bernardino, and

Continued on page 2

ACTION:Policy

Michael Osur


Michael Osur

7/20/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 17, 2021
xc: RUHS-Public Health

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chair of the Board to sign the Agreements and Amendments on behalf of the County; and
4. Authorize the Director of Public Health, or designee, as approved as to form by County Counsel, to sign subsequent amendments to the Agreements that do not change the intent of the Agreements.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 16,854,667	\$ 0	\$ 16,854,667	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in the State of California as a result of COVID-19 and issued additional declarations and executive orders due to the ongoing nature of the emergency. On March 8, 2020, the Riverside County Public Health Officer proclaimed a local public health emergency in response to the increase of new coronavirus disease 2019 (COVID-19) cases diagnosed in Riverside County.

The global pandemic of COVID-19 disease has affected more than three hundred thousand individuals in Riverside County, which created an immediate need to assist Riverside County residents and businesses. The Riverside University Health System – Public Health (RUHS-PH) entered into agreements with several key community agencies for fiscal intermediary and COVID-19 support services to community-based organizations (CBOs) and faith-based organizations (FBOs). The goal of this service is for the contractors to assist RUHS-PH to distribute funds more quickly to CBOs and FBOs to support their work in the prevention, identification, and mitigation related to the current pandemic.

RUHS-PH is requesting the Board of Supervisors to ratify the Agreements and Amendments for fiscal intermediary services entered by RUHS-PH in response to the local health emergency.

Purchasing assisted the department under the EPF by issuing the appropriate purchase orders and reviewing and providing input on the Form 11 before the Board of Supervisors.

Impact on Citizens and Businesses

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There is no negative impact on residents or businesses. The collaboration between RUHS-PH and the various community partners has been critical to the success of the response to the pandemic. The community-based organizations provide the ability to quickly disburse the resources available to support and protect individuals and communities and to slow the spread of COVID-19.

SUPPLEMENTAL:

Additional Fiscal Information

Riverside County received funding from the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act funding. In addition, the California Department of Public Health (CDPH) allocated funding for COVID-19 Epidemiology Laboratory Capacity Enhancing Detection (ELC2) and Epidemiology Laboratory Capacity Enhancing Detection Expansion (ELC3) to RUHS-PH to support a broad range of COVID-19/SARS-CoV-2 testing, case investigation and contact tracing, surveillance, containment and mitigation.

No County General Funds will be required. All costs associated with these Agreements are funded via the sources as follows:

Contractor Name	Agreement			Amendment		Total Agreement Amount
	CARES Funding	ELC2 Funding	ELC3 Funding	ELC2 Funding	ELC3 Funding	
Community Health Association Inland & Southern Region (CHAISR)	\$3,818,000	\$ -	\$ -	\$ -	\$ -	\$3,818,000
Desert Healthcare Foundation	\$600,000	\$600,000	\$ -	\$ -	\$1,200,000	\$2,400,000
Reach Out	\$ -	\$ -	\$2,730,000	\$ -	\$ -	\$2,730,000
Regional Access Project (RAP) Foundation	\$7,315,000	\$ -	\$ -	\$ -	\$ -	\$7,315,000
Roman Catholic Church Bishop of SB	\$230,000	\$ -	\$ -	\$111,667	\$250,000	\$591,667
TOTAL	\$11,963,000	\$600,000	\$2,730,000	\$111,667	\$1,450,000	\$16,854,667

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Contract History and Price Reasonableness

On October 29, 2020 and under the Emergency Procurement approval, the County of Riverside entered into agreements with Community Health Association Inland & Southern Region, Desert Healthcare Foundation, Reach Out, and Regional Access Project Foundation to provide fiscal intermediary services for emergency COVID-19. The Desert Healthcare Foundation Amendment 1 and the Roman Catholic Bishop of San Bernardino extends the original agreement through March 31, 2022.

Request to contract with these organizations was initiated as a result of the COVID-19 pandemic. On March 26, 2020 and under the authority of Riverside County Ordinance Nos. 442, 459 and 533, the Riverside County Executive Officer, as director of emergency services for the County of Riverside, issued an order suspending the competitive bidding process for necessary goods and services immediately needed in the County of Riverside's operations for the preservation of life and property during the existence of a Local Emergency in the County of Riverside regarding COVID-19.

The use of fiscal intermediaries served two important purposes. The first was to provide needed resources to those serving vulnerable populations (the uninsured, underinsured and the elderly in nursing homes.) The second was to collaborate with key stakeholders who are trusted community members to reach those populations disproportionately affected due to language, cultural, or geographical barriers with education, outreach, resources and referrals for testing and/or vaccinations. The selection of each of these agencies to act as fiscal intermediaries was based on several key requirements. These included having the capacity, knowledge and existing infrastructure to distribute funds quickly and efficiently, to ensure adherence to all federal requirements, and for the majority of these agencies, to have strong, pre-existing connections with subrecipients serving target populations:

- Community Health Association Inland and Southern Region (CHAISR) is a non-profit association with more than 10 years experience supporting community health centers and clinics serving the safety net in the Inland Southern Region. CHAISR dispersed awarded funding to 14 non-RUHS health care organizations representing 33 Federally Qualified Health Centers (FQHC) and FQHC Look-Alikes in Riverside County. The funds allowed recipients to further expand COVID-19 testing, purchase additional personal protective equipment (PPE), support infection control practices, provide additional education and outreach, and provide additional training to health center staff to better serve their communities stretching from Riverside to Blythe.
- As a local expert with almost 30 years of experience in grant-making and technical assistance, the Regional Access Project (RAP) Foundation was selected to oversee the distribution of CARES Act funding to Skilled Nursing Facilities (SNFs) in the county, whose residents were among the most severely impacted by COVID-19. RAP staff were able to ensure all funds were allocated quickly and spent according to established guidelines. The additional resources helped ensure SNFs continued to operate safely during the COVID-19 pandemic.

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- The Desert Health Care Foundation (DHCF) and Reach Out are both trusted, non-profit organizations working to strengthen communities in eastern and western Riverside County, respectively, each for more than 50 years. DHCF's experience as one of the largest funders in the Coachella Valley makes them uniquely qualified to serve as a fiscal intermediary. Reach Out's experience in bringing together multiple agencies also makes them uniquely suited to serve as a fiscal intermediary; they have been the backbone agency for seven (7) collaboratives working together on common goals to strengthen communities. Both of these agencies have overseen the distribution of funds to other CBOs serving medically disadvantage groups, including, but not limited to African American communities, Native Hawaiian/Pacific Islanders, and migrant farm workers and their families, etc.

- The Roman Catholic Bishop of San Bernardino was selected as the final fiscal intermediary to provide funding to impact those communities that have been disproportionately impacted by COVID-19, and whose members are statistically shown to participate in the representative Diocesan parishes within the Coachella Valley, Eastern Coachella Valley, Hemet/San Jacinto valley and certain sub-communities within the Riverside Metropolitan area, where high-risk, multi-generational households exist. Because FBOs are considered trusted messengers, this collaboration was critical to reach specific populations, including Vietnamese, Korean and Filipino communities.

ATTACHMENTS:

- Community Health Association Inland & Southern Region Agreement #21-006
- Community Health Association Inland & Southern Region Emergency Purchase Form
- Desert Healthcare Foundation Agreement #21-024
- Desert Healthcare Foundation Emergency Purchase Form
- Desert Healthcare Foundation Amendment No.1
- Desert Healthcare Foundation Amendment No. 1 Emergency Purchase Form
- Reach Out Agreement #21-063
- Reach Out Emergency Purchase Form
- Regional Access Project (RAP) Foundation Agreement #21-005
- Regional Access Project Emergency Purchase Form
- The Roman Catholic Church Bishop of San Bernardino Agreement #21-029
- The Roman Catholic Church Bishop of San Bernardino Emergency Purchase Form
- The Roman Catholic Church Bishop of San Bernardino Amendment No. 1
- The Roman Catholic Church Bishop of San Bernardino Amendment No. 1 Emergency Purchase Form

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Tina Grande, Director of Purchasing and Fleet Services 8/3/2021


Jacqueline Ruiz, Sr. Management Analyst 8/11/2021


Gregory P. Priamos, Director County Counsel 7/22/2021

SUBRECIPIENT AGREEMENT

for

CARES ACT RELIEF FUNDING FOR FEDERALLY QUALIFIED HEALTH CENTERS

between

COUNTY OF RIVERSIDE

And

COMMUNITY HEALTH ASSOCIATION INLAND SOUTHERN REGION



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Exhibit F- Coronavirus Relief Fund Frequently Asked Questions rev. July 8, 2020	
Attachment I- HIPAA Business Associate Attachment to the Agreement	

This Subrecipient Agreement ("Agreement"), made and entered into this 28th day of July, 2020, by and between COMMUNITY HEALTH ASSOCIATION INLAND SOUTHERN REGION, a California non-profit organization (herein referred to as "SUBRECIPIENT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health (herein referred to as "COUNTY").

RECITALS

WHEREAS, on March 4, 2020, the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, on March 10, 2020 the Board of Supervisors of the County of Riverside via Resolution No. 2020-062 proclaimed the existence of a Local Emergency in the County of Riverside regarding COVID-19;

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27, 2020, thereby establishing the Coronavirus Relief Fund;

WHEREAS, COUNTY has received an allocation of the Coronavirus Relief Fund ("CARES Act Funding") from the United States Federal Government under section 601(b) of the Social Security Act, as added by section 5001 of the CARES Act;

WHEREAS, the CARES Act provides that payments from the CARES Act Funding may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends of December 30, 2020;

WHEREAS, COUNTY desires the services and expertise provided by SUBRECIPIENT in order to reach out and assist local Federally Qualified Health Centers (FQHCs), including FQHC Look-Alikes, needs related to COVID-19;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Description of Services

1.1 SUBRECIPIENT shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Exhibit C, FQHC Funding Requirements, Exhibit D, Federal Provisions, Exhibit E, Guidance for State, Territorial, Local, and Tribal Governments dated June 30, 2020, Exhibit F, Coronavirus Relief Fund Frequently Asked Questions rev. July 8, 2020, and Attachment I, HIPAA Business Associate Attachment, to the Agreement.

1.2 SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall

perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 SUBRECIPIENT affirms this it is fully apprised of all of the work to be performed under this Agreement; and the SUBRECIPIENT agrees it can properly perform this work at the prices stated in Exhibit B. SUBRECIPIENT is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties ("Effective Date") and continues in effect through December 31, 2020, unless terminated earlier. SUBRECIPIENT shall commence performance upon Effective Date and shall diligently and continuously perform thereafter.

3. Compensation

3.1 COUNTY shall pay SUBRECIPIENT for services received, in an amount not to exceed fifteen percent (15%) of CARES Act funding allocated to eligible Federal Qualified Health Centers (FQHCs) and FQHC Look-Alike to cover administrative costs incurred as part of the Agreement, as specified in the Payment Provision Exhibit B attached.

3.2 COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of CARES Act funding allocated to SUBRECIPIENT, pursuant to this Agreement, shall be expended by December 31, 2020. Any CARES Act funding paid to SUBRECIPIENT, but not expended by December 31, 2020 or not expended because of early termination of this Agreement, shall be returned to COUNTY immediately upon termination of this Agreement.

4. Availability of Funds/Non-Appropriation of Funds

The obligation of COUNTY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by the United States Federal Government. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, have no further force, and effect. In the event funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability for reduction of funding.

5. Termination for Convenience

5.1. COUNTY may terminate this Agreement without cause upon ten (10) calendar days' written notice served upon the SUBRECIPIENT stating the extent and effective date of termination.

5.2 After receipt of the notice of termination, SUBRECIPIENT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.3 After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.

5.4 In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6. Termination for Cause

6.1 COUNTY may, at any time, upon five (5) days written notice terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Causes shall include, but is not limited to:

- (a) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (b) use of, or permitting the use of CARES Act funding provided under this Agreement, for any ineligible expenses, as determined by the Department of Treasury;
- (c) any failure to comply with the deadlines set forth in this Agreement;
- (d) violation of any federal or state laws or regulations; or
- (e) withdrawal of federal expenditure authority.

This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339).

6.2 If the Agreement is federally or State funded, SUBRECIPIENT cannot be debarred from the System for Award Management (SAM). SUBRECIPIENT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central SUBRECIPIENT Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6.3 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

7. Ownership/Use of Contract Materials and Products

SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by COUNTY for any purpose that COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of COUNTY.

8. Conduct of Subrecipient/ Conflict of Interest

8.1 SUBRECIPIENT shall comply with all applicable requirements of State, Federal, and County of Riverside laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), 42 U.S.C. § 801, subsection (d), and the provisions set forth in Exhibit C of this Agreement. Additionally, SUBRECIPIENT shall comply with all applicable regulations and guidelines, including guidance issued by the Department of Treasury, which includes but is not limited to Guidance for State, Territorial, Local, and Tribal Governments dated June 30, 2020 (attached as Exhibit E) and Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020 (attached as Exhibit F).

8.2 SUBRECIPIENT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.3 SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

8.4 SUBRECIPIENT and its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. Inspection, Records, and Audits

9.1 All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. SUBRECIPIENT shall provide adequate cooperation to any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary materials or other requested items. SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Agreement at any time, upon reasonable notice to the SUBRECIPIENT.

9.2 SUBRECIPIENT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the SUBRECIPIENT's costs related to this Agreement. All such books, documents and records shall be maintained by SUBRECIPIENT for at least five years following termination of this Agreement and be available for audit by the COUNTY. SUBRECIPIENT shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

10. Confidentiality

10.1 SUBRECIPIENT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

“privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of SUBRECIPIENTS, subcontractors or suppliers in advance of official announcement.

10.2 SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT’s obligations under this Agreement. SUBRECIPIENT shall promptly transmit to the COUNTY all third party requests for disclosure of such information. SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

10.3 SUBRECIPIENT is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

11. Mutual Hold Harmless/Indemnification

11.1 Both Parties shall indemnify and hold harmless the other Party its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of the Indemnifying Party, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. The Indemnifying Party shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

11.2 With respect to any action or claim subject to indemnification herein by the Indemnifying Party, the Indemnifying party shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnified Party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes indemnification to Indemnitees as set forth herein.

11.3 The Indemnifying Party’s obligation hereunder shall be satisfied when the Indemnifying Party has provided to the Indemnatee the appropriate form of dismissal relieving Indemnatee from any liability for the action or claim involved.

11.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT’S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

11.5 Further, SUBRECIPIENT agrees to indemnify, defend, and hold harmless COUNTY for any sums the State or Federal government contends or determines SUBRECIPIENT used in violation of the Certification signed by COUNTY’s County Executive Officer (attached as Exhibit

G). SUBRECIPIENT shall immediately return to COUNTY any funds COUNTY or any responsible State or Federal agency, including the Department of Treasury, determines the SUBRECIPIENT has used in a manner that is inconsistent with this Agreement.

12. Insurance

12.1 Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) SUBRECIPIENT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY,

or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that SUBRECIPIENT'S insurance shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

6) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13. Independent Contractor

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent SUBRECIPIENT and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties; and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by

a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14. No Debarment or Suspension

SUBRECIPIENT certifies that it is no presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or and a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission or any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

15. Supplantation

All monies associated with this Agreement cannot be used to supplant current funding of existing COVID-19 related activities nor use payments from the funding of this Agreement to cover expenditures for which they will receive reimbursement.

16. Non-Discrimination

SUBRECIPIENT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101et seq.) and all other applicable laws or regulations.

17. Disputes

17.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

17.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, CA 92503

SUBRECIPIENT

Community Health Association
Inland Southern Region
621 E. Carnegie Drive, Ste. 180
San Bernardino, CA 92408

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. General

20.1 SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

20.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

20.3 SUBRECIPIENT shall comply with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

20.4 SUBRECIPIENT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

20.5 SUBRECIPIENT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.6 SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior

Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Name: George Johnson
Title: CEO

Dated: 8/3/20

RATIFIED BY:

By: _____
Name: Karen Spiegel
Title: Chair of the Board

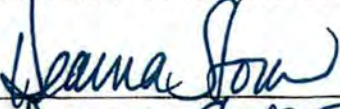
ATTEST: Kecia Harper, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

**COMMUNITY HEALTH ASSOCIATION
INLAND SOUTHERN REGION**

By: 
Name: Jeanna Stover
Title: President + CEO

Dated: 7/28/2020

Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

**COMMUNITY HEALTH ASSOCIATION
INLAND SOUTHERN REGION**

By: _____
Name: George Johnson
Title: CEO

By: Deanna Stover
Name: Deanna Stover
Title: President + CEO

Dated: _____

Dated: 7/28/2020

RATIFIED BY:

By: Karen S. Spiegel
Name: Karen Spiegel
Title: Chair of the Board

AUG 17 2021

ATTEST: Kecia Harper, Clerk of the Board

By: Gregory P. Priamos

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Susanna Oh July 30, 2020
Susanna Oh, Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

A. SUBRECIPIENT Responsibilities:

1. Provide outreach and promotion of CARES Act funding availability to all eligible Federally Qualified Health Centers (FQHCs) and FQHC Look-Alikes in Riverside County, with the exception of those falling under the umbrella of Riverside University Health System. Each FQHC site within a parent organization is eligible to apply for and receive funds.
2. Not limit services to only membership of CHAIRS, but agree to notify and allow participation to all FQHCs/Look-Alikes in Riverside County.
3. Provide information to interested, eligible organizations on how to apply for CARES Act funds, including providing copies of the Grant Application and Budget Template, if applicable.
4. Collect and review completed applications and budgets, and verify funding requests match pre-identified award Tiers (Exhibit C, FQHC FUNDING REQUIREMENTS).
5. Establish agreements with each recipient/location outlining use of funds and reporting requirements.
6. Distribute funds in full to qualified members, and if applicable, intervene if redistribution of funds becomes necessary.
7. Maintain current liability insurance and valid license(s) for the operation of facility.
8. Receive and compile monthly progress reports from subcontractors and provide to Public Health by the 15th of the following month, along with a description of administrative oversight activities related to the CARES Act funds and related costs to date.
9. Share impact stories/photos.

B. COUNTY Responsibilities:

1. Collaborate with CHAIRS to identify and define by Tier all FQHCs/Look-Alikes eligible for funding under this agreement.
2. Provide copies of the Grant Application and Budget Template, the Monthly Status Report, and if applicable, online access for the application and/or reporting process.
3. Provide CARES Act funds to CHAIRS to distribute to eligible organizations.
4. Provide CARES Act funds to CHAIRS to use for Administrative Oversight for notifying, awarding, subcontracting, monitoring and reporting, etc., activities related to this funding.
5. Review monthly status reports and work with CHAIRS as needed in the event that redistribution of funds becomes necessary.

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**EXHIBIT B
PAYMENT PROVISION**

- A. SUBRECIPIENT will receive the equivalent of 15% of CARES Act funding allocated to eligible Federally Qualified Health Centers (FQHCs) and FQHC Look-Alikes to cover administrative costs incurred as part of the Agreement. The amount allocated to SUBRECIPIENT will be distributed as follows:

FQHC and FQHC Look-Alike Allocation	\$3,320,000
SUBRECIPIENT 15% administrating fee	\$498,000
Total Amount of Allocation	\$3,818,000

- B. All funds will be paid to SUBRECIPIENT once the Agreement is executed. Funds received are to be placed in a separate, non-interest-bearing account.
- C. COUNTY and SUBRECIPIENT will comply with all audit requirements outlined in the agreement.

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EXHIBIT C
FEDERALLY QUALIFIED HEALTH CENTERS and FEDERALLY QUALIFIED
HEALTH CENTER LOOK-ALIKES FUNDING REQUIREMENTS

- A. SUBRECIPIENT will receive the equivalent of 15% of CARES Act funding allocated to eligible Federally Qualified Health Centers (FQHCs) and FQHC Look-Alikes to cover administrative costs incurred as part of the Agreement.
- B. All funds will be paid to the CHAIRS once the Agreement is executed. Funds received are to be placed in a separate, non-interest-bearing account.
- C. Funds will be distributed to each FQHC/Look-Alike following the completion of an application process using the following Tiered System. For parent organizations with multiple locations, each separate location is eligible to apply:
1. Tier I – FQHCs/Look-Alikes who have 40,000 or less patient encounters per year and who are NOT providing COVID-19 testing are eligible for \$50,000.
 2. Tier II – FQHCs/Look-Alikes who have up to 39,999 patient encounters per year and who ARE providing COVID-19 testing are eligible for \$100,000
 3. Tier III– FQHCs/Look-Alikes who have 40,000 or more patient encounters per year and who ARE providing COVID-19 testing are eligible for \$200,000
 4. Tier IV – FQHCs/Look-Alikes who are newly formed and who do not yet have annual encounter data are eligible for \$10,000.
- D. Funds may only be used on the following COVID-Related activities (see examples):
1. Testing
 - Purchasing test kits
 - Hiring staff to perform activities related to COVID-19 testing
 2. Personal Protective Equipment (PPE)
 - Purchasing N95 or other facemasks
 - Purchasing face shields, gowns, gloves, etc.
 3. Infection Control
 - Purchasing cleaning/disinfecting supplies
 - Purchasing and installing clear barriers, such as sneeze guards and shields
 4. Education and Outreach
 - Providing outreach to hard-to-reach communities
 - Purchasing educational materials for patients/family members
 5. Training
 - Cost of providing training for staff on proper use of PPEs
 - Cost of providing training on new systems/practices for COVID-19 response

- E. Funding may be used for Mobile Clinics, if related to a qualified, COVID-19-related activity.
- F. Recipients must provide monthly updates including the amount of funds spent, the remaining balance and brief bullet points on how funds were used (e.g., number of tests performed, number of persons contacted through outreach, items purchased, etc.).
- G. Funds received are to be placed in a separate, non-interest bearing account. All funds must be spent by December 31, 2020. Any unspent funds must be returned to the County.
- H. If 50% or more of funds are not spent by September 30, 2020, CHAISR or the County reserves the right to reallocate the funds to another FQHC/Look-Alike within Riverside County if needed, preferably within the same parent organization.
- I. No funds are to be spent on COVID-19 related activities not identified in the application nor reallocated among an Organization's participating locations without first notifying CHAISR and the County of the intention.
- J. The County and CHAISR will comply with all audit requirements outlined in the agreement.

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- E. Funding may be used for Mobile Clinics, if related to a qualified, COVID-19-related activity.
- F. Recipients must provide monthly updates including the amount of funds spent, the remaining balance and brief bullet points on how funds were used (e.g., number of tests performed, number of persons contacted through outreach, items purchased, etc.).
- G. Funds received are to be placed in a separate, non-interest bearing account. All funds must be spent by December 31, 2020. Any unspent funds must be returned to the County.
- H. If 50% or more of funds are not spent by September 30, 2020, CHAIRS or the County reserves the right to reallocate the funds to another FQHC/Look-Alike within Riverside County if needed, preferably within the same parent organization.
- I. No funds are to be spent on COVID-19 related activities not identified in the application nor reallocated among an Organization's participating locations without first notifying CHAIRS and the County of the intention.
- J. The County and CHAIRS will comply with all audit requirements outlined in the agreement.

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**EXHIBIT D
FEDERAL PROVISIONS**

1. **ORDERS OF LOCAL, STATE OR FEDERAL HEALTH OFFICIALS; EXECUTIVE ORDERS.** County and SUBRECIPIENT mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and SUBRECIPIENT mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

a. In the event that such Official Actions make the services provided to the County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to SUBRECIPIENT in the manner described herein, and County and SUBRECIPIENT mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to SUBRECIPIENT pro-rated from the date of the Official Action, along with all other remaining sums due to SUBRECIPIENT, within thirty (30) calendar days from the date of that Official Action.

b. The parties acknowledge that SUBRECIPIENT is providing the services for emergency purposes at the request of the County under the California Emergency Services Act (the "Act" (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

c. This is an acknowledgement that FEMA financial assistance will be requested by the County or State and if provided will be used to fund all or a portion of this Agreement. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2. **NON-DISCRIMINATION.** SUBRECIPIENT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

3. **FAIR EMPLOYMENT PRACTICES/FEDERAL PROVISIONS.** During the performance of this Agreement, the SUBRECIPIENT shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. SUBRECIPIENT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

a. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

b. The SUBRECIPIENT shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

4. **OTHER FEDERAL PROVISIONS.** SUBRECIPIENT acknowledges and agrees that this Agreement is subject to the federal requirements for seeking FEMA reimbursements, including the federal provisions provided below.

4-1. CLEAN AIR ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-2. FEDERAL WATER POLLUTION CONTROL ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-3. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The SUBRECIPIENT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the SUBRECIPIENT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4-4. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

SUBRECIPIENTS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

The undersigned [SUBRECIPIENT] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

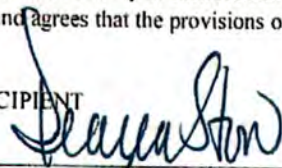
C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By
Date



7/28/2020

4-5. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site. <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The SUBRECIPIENT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4-6. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- i. The SUBRECIPIENT agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The SUBRECIPIENT agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the SUBRECIPIENT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4-7. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The SUBRECIPIENT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4-8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4-9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, SUBRECIPIENT, or any other party pertaining to any matter resulting from the contract.

4-10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

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EXHIBIT E
Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

- I. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.

- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
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6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
 2. Damages covered by insurance.
 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
 5. Reimbursement to donors for donated items or services.
 6. Workforce bonuses other than hazard pay or overtime.
 7. Severance pay.
 8. Legal settlements.
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³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

EXHIBIT F

Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").⁵ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by

⁵ The Guidance is available at [https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-forState-Territorial-Local-and-Tribal-Governments.pdf](https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf).

the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government’s per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State’s compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic. ***May funds be used to satisfy non-federal matching requirements under the Stafford Act?***

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Attachment I
HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Community Health Association Inland Southern Region

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and SUBRECIPIENT and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and SUBRECIPIENT entered into the Underlying Agreement pursuant to which the SUBRECIPIENT provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to SUBRECIPIENT for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, SUBRECIPIENT is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to SUBRECIPIENT as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by SUBRECIPIENT during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless SUBRECIPIENT demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subSUBRECIPIENT that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
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- P. "SubSUBRECIPIENT" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by SUBRECIPIENT of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, SUBRECIPIENT may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of SUBRECIPIENT under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), SUBRECIPIENT may:
 - 1) Use PHI and/or ePHI if necessary for SUBRECIPIENT's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of SUBRECIPIENT's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) SUBRECIPIENT obtains reasonable assurances, in writing, from the person to whom SUBRECIPIENT will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which SUBRECIPIENT disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by SUBRECIPIENT under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
 - B. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
 - C. SUBRECIPIENT agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
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- D. SUBRECIPIENT shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. SUBRECIPIENT agrees:
- 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to SUBRECIPIENT for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify SUBRECIPIENT promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect SUBRECIPIENT's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request SUBRECIPIENT to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that SUBRECIPIENT can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of SUBRECIPIENT.** In connection with the use or disclosure of PHI and/or ePHI, SUBRECIPIENT agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). SUBRECIPIENT shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. SUBRECIPIENT shall promptly notify County if SUBRECIPIENT is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to SUBRECIPIENT of a use or disclosure of PHI and/or ePHI by SUBRECIPIENT in violation of this Addendum.
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- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subSUBRECIPIENTs that create, receive, maintain, transmit or access PHI on behalf of the SUBRECIPIENT agree through contract to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, SUBRECIPIENT's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by SUBRECIPIENT on behalf of County, for purposes of determining, investigating or auditing SUBRECIPIENT's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which SUBRECIPIENT shall promptly notify County upon SUBRECIPIENT's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent SUBRECIPIENT is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subSUBRECIPIENT of which SUBRECIPIENT becomes aware that constitute a material breach or violation of the subSUBRECIPIENT's obligations under the business associate contract with SUBRECIPIENT, and if such steps are unsuccessful, SUBRECIPIENT agrees to terminate its contract with the subSUBRECIPIENT if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** SUBRECIPIENT agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if SUBRECIPIENT uses or maintains electronic health records. SUBRECIPIENT shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
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- 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to SUBRECIPIENT or SUBRECIPIENT needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, SUBRECIPIENT shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that SUBRECIPIENT creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by SUBRECIPIENT's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subSUBRECIPIENTs that create, receive, maintain, transmit, or access ePHI on behalf of SUBRECIPIENT agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, SUBRECIPIENT shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, SUBRECIPIENT shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by SUBRECIPIENT as of the first day on which such breach is known to SUBRECIPIENT or, by exercising reasonable diligence, would have been known to SUBRECIPIENT, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of SUBRECIPIENT (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by SUBRECIPIENT:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by SUBRECIPIENT to have been accessed, acquired, used or disclosed during the breach;
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- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what SUBRECIPIENT is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by SUBRECIPIENT, SUBRECIPIENT shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, SUBRECIPIENT shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If SUBRECIPIENT delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, SUBRECIPIENT shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the SUBRECIPIENT's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, SUBRECIPIENT agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish SUBRECIPIENT's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event SUBRECIPIENT's use or disclosure of PHI and/or ePHI violates the Privacy Rule, SUBRECIPIENT shall maintain documentation sufficient to demonstrate that all notifications were made by SUBRECIPIENT as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including SUBRECIPIENT's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) SUBRECIPIENT agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) SUBRECIPIENT agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after SUBRECIPIENT detects such incident. SUBRECIPIENT further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in
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this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. SUBRECIPIENT agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subSUBRECIPIENTS, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents, employees, subSUBRECIPIENTS, agents or representatives from this Addendum. SUBRECIPIENT shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's indemnification to County as set forth herein. SUBRECIPIENT's obligation to defend, indemnify and hold harmless County shall be subject to County having given SUBRECIPIENT written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at SUBRECIPIENT's expense, for the defense or settlement thereof. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the SUBRECIPIENT from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to SUBRECIPIENT, or created or received by SUBRECIPIENT on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
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- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, SUBRECIPIENT shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the SUBRECIPIENT on behalf of County, and, in the event of destruction, SUBRECIPIENT shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subSUBRECIPIENTs or agents of SUBRECIPIENT. SUBRECIPIENT shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that SUBRECIPIENT determines that returning or destroying the PHI and/or ePHI is not feasible, SUBRECIPIENT shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by SUBRECIPIENT that return or destruction of PHI and/or ePHI is not feasible, SUBRECIPIENT shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as SUBRECIPIENT maintains such PHI and/or ePHI.

12. General Provisions.

- A. **Retention Period.** Whenever SUBRECIPIENT is required to document or maintain documentation pursuant to the terms of this Addendum, SUBRECIPIENT shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of SUBRECIPIENT under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by SUBRECIPIENT to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by SUBRECIPIENT pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

DELEGATION OF SIGNING AUTHORITY

To Whom It May Concern:

By means of this letter, I, Staci McClane, Chair of the Board of Directors, (Delegating Official) delegate authority herein described to, Deanna Stover, President and Chief Executive Officer (the Delegate), on the following terms and conditions:

1. The delegate may sign any contracts or other instruments authorized to be executed by or on behalf of the Corporation.

The effective date of this delegation is July 27, 2020 and shall run until revoked by the delegating official.

	Staci McClane	7/27/2020
Signature - Delegating Official	Printed Name	Date

Acknowledged and agreed:

	Deanna Stover	7/28/2020
Signature - Delegate	Printed Name	Date



COVID-19
Emergency Procurement Form
(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are **directly related to providing a safe and secure environment for the protection of the public and employee health.**

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to **report** COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: Emergency Management Department Total Dollar Amount: \$3,818,000

Department Contact Name: EMD: Renee Poselski (951-358-5864) and PH: Lucy Aldana/Teresa Diez (951- 358-5616)

Vendor Name: Community Health Association Inland Southern Region _____

Date of Purchase: Date of execution

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

COUNTY will pass-down CARES funding to Contractor to allocate the funding to eligible Federal Qualified Health

Centers to assist them with COVID19 related purchases.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

	Director	07/29/2020
Department Head or designee Signature	Title	Date

SUBRECIPIENT AGREEMENT

for

**FISCAL INTERMEDIARY AND COVID – 19 SUPPORT TO COMMUNITY BASED
ORGANIZATIONS AND FAITH-BASED ORGANIZATIONS IN THE COACHELLA
VALLEY AND EASTERN COACHELLA VALLEY**

between

COUNTY OF RIVERSIDE

and

DESERT HEALTHCARE FOUNDATION



AUG 17 2021 3.34

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This SUBRECIPIENT Agreement ("Agreement"), made and entered into this ___ day of October, 2020, by and between Desert Healthcare Foundation, a California non-profit organization (herein referred to as "SUBRECIPIENT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health (herein referred to as "COUNTY").

RECITALS

WHEREAS, on March 4, 2020, the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, on March 10, 2020 the Board of Supervisors of the County of Riverside via Resolution No. 2020-062 proclaimed the existence of a Local Emergency in the County of Riverside regarding COVID-19;

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27, 2020, thereby establishing the Coronavirus Relief Fund;

WHEREAS, COUNTY has received an allocation of the Coronavirus Relief Fund ("CARES Act Funding") from the United States Federal Government under section 601(b) of the Social Security Act, as added by section 5001 of the CARES Act;

WHEREAS, the CARES Act provides that payments from the CARES Act Funding may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends of December 30, 2020;

WHEREAS, COUNTY has received Center for Disease Control and Prevention Epidemiology and Laboratory Capacity (ELC) Enhancing Detection funding through the California Department of Public Health;

WHEREAS, the ELC Enhancing Detection provides that funding may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of May 18, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on May 18, 2020, and ends of July 31, 2022;

WHEREAS, COUNTY desires the services and expertise provided by SUBRECIPIENT to be the Fiscal Intermediary to distribute funds to Community Based Organizations (CBOs) and Faith-Based Organizations (FBOs) in the Coachella Valley and Eastern Coachella Valley and support their work in the prevention, identification, and mitigation of COVID-19.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Description of Services

1.1 SUBRECIPIENT shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Exhibit C, Federal Provisions, Exhibit D, Guidance for State, Territorial, Local, and Tribal Governments dated June 30, 2020, Exhibit E, Coronavirus Relief Fund Frequently Asked Questions rev. July 8, 2020, Attachment 1, HIPAA Business Associate Attachment, to the Agreement, Attachment 2 - Census Tracts in the Lowest Quartile of the Healthy Places Index, and Attachment 3 - Examples of Allowable Activities under this Funding Opportunity.

1.2 SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 SUBRECIPIENT affirms this it is fully apprised of all of the work to be performed under this Agreement; and the SUBRECIPIENT agrees it can properly perform this work at the prices stated in Exhibit B. SUBRECIPIENT is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties ("Effective Date") and continues in effect through June 30, 2021, unless terminated earlier. SUBRECIPIENT shall commence performance upon Effective Date and shall diligently and continuously perform thereafter.

3. Compensation

3.1 COUNTY shall pay SUBRECIPIENT for services received, in an amount not to exceed twenty percent (20%) of CARES Act funding and twenty percent (20%) of ELC Enhancing Detection funding allocated to CBOs and FBOs to cover administrative costs incurred as part of the Agreement, as specified in the Payment Provision Exhibit B attached.

3.2 COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of CARES Act funding allocated to SUBRECIPIENT, pursuant to this Agreement, shall be expended by December 30, 2020 and one hundred percent (100%) of ELC Enhancing Detection funding allocated to SUBRECIPIENT, pursuant to this Agreement shall be expended by June 30, 2021. Any CARES Act funding and any ELC funding paid to SUBRECIPIENT, but not expended by the deadline expressed above or not expended because of early termination of this Agreement, shall be returned to COUNTY immediately upon termination of this Agreement.

3.3 SUBRECIPIENT shall be paid only in accordance with an invoice submitted to the COUNTY by SUBRECIPIENT as specified in Exhibit B, and the COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
RIVCOPH-AP@ruhealth.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#21-024); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered as specified in Exhibit B.

3.4 The COUNTY's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered as specified in Exhibit B. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond the expiration date of this Agreement unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, and have no further force or effect.

4. **Availability of Funds/Non-Appropriation of Funds**

The obligation of COUNTY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by the United States Federal Government. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, have no further force, and effect. In the event funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability for reduction of funding.

5. **Termination for Convenience**

5.1. COUNTY may terminate this Agreement without cause upon ten (10) calendar days' written notice served upon the SUBRECIPIENT stating the extent and effective date of termination.

5.2 After receipt of the notice of termination, SUBRECIPIENT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.3 After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.

5.4 In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6. Termination for Cause

6.1 COUNTY may, at any time, upon five (5) days written notice terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Causes shall include, but is not limited to:

- (a) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (b) Use of, or permitting the use of funding provided under this Agreement, for any ineligible expenses, as determined by the Department of Treasury or by the California State Department of Public Health;
- (c) Any failure to comply with the deadlines set forth in this Agreement;
- (d) Violation of any federal or state laws or regulations; or
- (e) Withdrawal of federal expenditure authority.

This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339).

6.2 If the Agreement is federally or State funded, SUBRECIPIENT cannot be debarred from the System for Award Management (SAM). SUBRECIPIENT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central SUBRECIPIENT Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6.3 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

7. Ownership/Use of Contract Materials and Products

SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by COUNTY for any purpose that COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of COUNTY.

8. Conduct of Subrecipient/ Conflict of Interest

8.1 SUBRECIPIENT shall comply with all applicable requirements of State, Federal, and County of Riverside laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), 42 U.S.C. § 801, subsection (d), and the provisions set forth in Exhibit C of this Agreement. Additionally, SUBRECIPIENT shall comply with all applicable regulations and guidelines, including guidance issued by the Department of Treasury, which includes but is not

limited to Guidance for State, Territorial, Local, and Tribal Governments dated June 30, 2020 (attached as Exhibit E) and Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020 (attached as Exhibit F).

8.2 SUBRECIPIENT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.3 SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

8.4 SUBRECIPIENT and its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. Inspection, Records, and Audits

9.1 All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. SUBRECIPIENT shall provide adequate cooperation to any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary materials or other requested items. SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Agreement at any time, upon reasonable notice to the SUBRECIPIENT.

9.2 SUBRECIPIENT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the SUBRECIPIENT's costs related to this Agreement. All such books, documents and records shall be maintained by SUBRECIPIENT for at least five years following termination of this Agreement and be available for audit by the COUNTY. SUBRECIPIENT shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

10. Confidentiality

10.1 SUBRECIPIENT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of SUBRECIPIENTS, subcontractors or suppliers in advance of official announcement.

10.2 SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall promptly transmit to the COUNTY all third party requests for

disclosure of such information. SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

10.3 SUBRECIPIENT is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

11. Hold Harmless/Indemnification

11.1 SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

11.2 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.

11.3 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

11.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

11.5 Further, SUBRECIPIENT agrees to indemnify, defend, and hold harmless COUNTY for any sums the State or Federal government contends or determines SUBRECIPIENT used in violation of the Provision (attached as Exhibit C). CONTRACTOR shall immediately return to COUNTY any funds COUNTY or any responsible State or Federal agency, including the Department of Treasury, determines the SUBRECIPIENT has used in a manner that is inconsistent with this Agreement.

12. Insurance

12.1 Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) SUBRECIPIENT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not

commence operations until COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that SUBRECIPIENT'S insurance shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

6) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13. Independent Contractor

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent SUBRECIPIENT and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT'S employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties; and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14. No Debarment or Suspension

SUBRECIPIENT certifies that it is no presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or and a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission or any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

15. Supplantation

All monies associated with this Agreement cannot be used to supplant current funding of existing COVID-19 related activities nor use payments from the funding of this Agreement to cover expenditures for which they will receive reimbursement.

16. Non-Discrimination

SUBRECIPIENT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) and all other applicable laws or regulations.

17. Disputes

17.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

17.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, CA 92503

SUBRECIPIENT

Desert Healthcare Foundation
1140 N. Indian Canyon Drive
Palm Springs, CA 92262
Attn: Conrado Barzaga
cbarzaga@dhcd.org

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. General

20.1 SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

20.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

20.3 SUBRECIPIENT shall comply with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

20.4 SUBRECIPIENT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

20.5 SUBRECIPIENT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.6 SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

20.9 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties.

For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

DESERT HEALTHCARE FOUNDATION

By: [Signature]
Name: George Johnson
Title: CEO

By: [Signature]
Name: Conrado Barzaga
Title: CEO

Dated: 10/29/20

Dated: 10/21/2020

RATIFICATION:

By: Karen S. Spiegel
Name: Karen Spiegel

Title: Chair of the Board AUG 17 2021

ATTEST: Kecia Harper, Clerk of the Board

By: [Signature]

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Amrit Dhillon, Deputy County Counsel

EXHIBIT A SCOPE OF SERVICES

Background:

The COUNTY enters into this Agreement with SUBRECIPIENT to be the Fiscal Intermediary to distribute funds to Community Based Organizations (CBOs) and Faith-Based Organizations (FBOs) in the Coachella Valley and Eastern Coachella Valley. The funding intends to support the work of CBOs and FBOs in the prevention, identification, and mitigation of COVID-19, and to assist with coordinating collaborative efforts to address COVID-19 related needs in communities that have been disproportionately impacted by the disease. These impacted communities include, but are not limited to, those census tracts identified by the California Department of Public Health (CDPH) as being in the lowest quartile of the Healthy Places Index (HPI) [See Attachment 2].

SUBRECIPIENT Responsibilities:

1. Implement an expedited and streamlined application process and funding mechanism to directly fund CBOs and FBOs to perform COVID-19 outreach, education, and/or response activities.
2. Identify a lead organization(s) for each geographic/focus area to coordinate with other CBOs/FBOs that are funded so that activities and events are coordinated.
3. Collect, review, and approve completed applications for funding from CBOs and FBOs. Applications should include a Scope of Work (SOW), budget, budget justification, and evaluation plan. Examples of allowable activities are provided [See Attachment 3].
4. Facilitate weekly meetings to ensure grantees' activities are coordinated, that active collaboration amongst grantees occurs, and lessons learned are shared.
5. Receive and compile progress reports from grantees and provide them to COUNTY by the 15th of the following month. Progress reports will include a highlight of activities conducted (e.g., number of tests performed at the testing event, number of persons contacted through outreach, numbers of supplies distributed, etc.), dollars spent and encumbered, and any administrative costs incurred.
6. Compile a final report at the end of the contract period (6/30/2021).
7. Intervene and redirect funds if necessary, to ensure funding is utilized by the required timelines.
8. Ensure the CARES Act funding is spent (invoiced, processed, and paid) by December 31, 2020.
9. Ensure that the ELC Enhancing Detection funding is spent (invoiced, processed, and paid) by June 30, 2021.
10. Share impact stories, testimonials, and photos for use on social media, newspapers, press conferences, and/or other messaging platforms.
11. Share data and other key information provided by COUNTY with CBOs and FBOs.
12. Develop asset maps for the impacted areas/target populations and/or focus areas in collaboration with grantees.
13. Collaborate with the COUNTY and the CBOs and FBOs on developing a campaign theme and name that will be utilized by all agencies/organizations involved as a "unifying element".
14. Develop and regularly update a master calendar of events for all CBOs and FBOs performing activities or hosting events under this funding opportunity.

15. Facilitate meetings between the SUBRECIPIENT, CBOs, FBOs, COUNTY, and the Growers to discuss COVID-19 prevention strategies, opportunities for improved or better coordination, and to highlight success stories.
16. Identify additional resources needed to support, enhance and/or expand on-going activities.

COUNTY Responsibilities:

1. Provide funding to SUBRECIPIENT to serve as the Fiscal Intermediary to fund CBOs and FBOs to perform COVID-19 outreach, education, and response activities.
2. Review and approve messaging campaigns to ensure consistency of information with a turn-around time of fewer than 48 hours.
3. Make available all messaging materials, videos, press releases, and educational materials to CBOs and FBOs to adapt, modify, or use for outreach and education purposes.
4. Provide data on a weekly-basis to SUBRECIPIENT on testing positivity in the lowest quartile census tracts and/or any other areas where a CBO or FBO is conducting activities.
5. Include SUBRECIPIENT in meetings and discussions related to prevention strategies, areas of focus, and resource availability.
6. Participate in developing asset maps for the impacted areas/target populations and focus areas.
7. Develop a map of hot spots and housing density to assist with developing focused interventions and outreach activities.
8. Provide information on County-funded programs that provide social support.
9. Assist SUBRECIPIENT, CBOs, and FBOs with the development of consistent messaging on the status of the pandemic and the re-opening process/tier movement.
10. Assist the SUBRECIPIENT, CBOs, and FBOs in their efforts to secure and reserve Riverside County facilities to support project activities.
11. Compensate SUBRECIPIENT for providing administrative oversight for the grant/project. Compensation will be at 20% of the total allocation.

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**EXHIBIT B
PAYMENT PROVISION**

1. Budget:

CBOs and FBOs Allocation	\$960,000
SUBRECIPIENT 20% administrating fee	\$240,000
Total Amount of Allocation	\$1,200,000

2. The amount allocated to SUBRECIPIENT will be distributed as follows:

Source of Funding	Amount	Distribution	Time Coverage
CARES Funding	\$600,000 (\$480,00 allocation to CBOs & FOBs and \$120,000 Admin fee)	Upon execution of Agreement.	Effective date – Dec 31, 2020
ELC – Enhancing Detection	\$600,000 (\$480,00 allocation to CBOs & FOBs and \$120,000 Admin fee)	Quarterly invoice	January 1, 2021 – June 30, 2021

3. SUBRECIPIENT understands and agrees:

- 3.1 Funds may only be used for expenditures necessary to educate about and address the current COVID-19 pandemic.
- 3.2 They may not be allowed to purchase incentives or provide stipends to individuals to encourage a specific action (e.g., testing, wearing a mask, participating in contact tracing, etc).
- 3.3 All funds will be paid to once the Agreement is executed. Funds received are to be placed in a separate, non-interest-bearing account.
- 3.4 COUNTY and SUBRECIPIENT will comply with all audit requirements outlined in the agreement.

4. The total amount provided to SURECIPIENT under this Agreement is one million, two hundred thousand dollars (\$1,200,000) including all expenses.

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EXHIBIT C

FEDERAL PROVISIONS

1. **ORDERS OF LOCAL, STATE OR FEDERAL HEALTH OFFICIALS; EXECUTIVE ORDERS.** County and SUBRECIPIENT mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and SUBRECIPIENT mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

a. In the event that such Official Actions make the services provided to the County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to SUBRECIPIENT in the manner described herein, and County and SUBRECIPIENT mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to SUBRECIPIENT pro-rated from the date of the Official Action, along with all other remaining sums due to SUBRECIPIENT, within thirty (30) calendar days from the date of that Official Action.

b. The parties acknowledge that SUBRECIPIENT is providing the services for emergency purposes at the request of the County under the California Emergency Services Act (the "Act" (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

c. This is an acknowledgement that FEMA financial assistance will be requested by the County or State and if provided will be used to fund all or a portion of this Agreement. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2. **NON-DISCRIMINATION.** SUBRECIPIENT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

3. **FAIR EMPLOYMENT PRACTICES/FEDERAL PROVISIONS.** During the performance of this Agreement, the SUBRECIPIENT shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. SUBRECIPIENT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

a. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

b. The SUBRECIPIENT shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

4. OTHER FEDERAL PROVISIONS. SUBRECIPIENT acknowledges and agrees that this Agreement is subject to the federal requirements for seeking FEMA reimbursements, including the federal provisions provided below.

4-1. CLEAN AIR ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-2. FEDERAL WATER POLLUTION CONTROL ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-3. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The SUBRECIPIENT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the SUBRECIPIENT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4-4. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

SUBRECIPIENTS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

The undersigned [SUBRECIPIENT] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

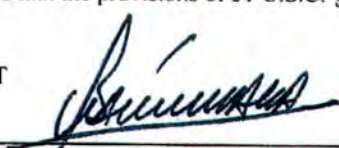
C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By


Desert Healthcare Foundation

Date

10/21/2020

4-5. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The SUBRECIPIENT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- i. The SUBRECIPIENT agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The SUBRECIPIENT agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the SUBRECIPIENT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4-7. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The SUBRECIPIENT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4-8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4-9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, SUBRECIPIENT, or any other party pertaining to any matter resulting from the contract.

4-10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

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EXHIBIT D
Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

EXHIBIT E

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of July 8, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").⁵ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

⁵ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-forState-Territorial-Local-and-Tribal-Governments.pdf>.

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online

learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and

unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic. ***May funds be used to satisfy non-federal matching requirements under the Stafford Act?***

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to

cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should

ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Attachment 1
HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Desert Healthcare Foundation

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Desert Healthcare Foundation and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and SUBRECIPIENT entered into the Underlying Agreement pursuant to which the SUBRECIPIENT provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to SUBRECIPIENT for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, SUBRECIPIENT is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to SUBRECIPIENT as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by SUBRECIPIENT during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

- A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
- (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless SUBRECIPIENT demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subSUBRECIPIENT that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
 - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
 - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
 - P. "SubSUBRECIPIENT" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
 - Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).
2. **Scope of Use and Disclosure by SUBRECIPIENT of County's PHI and/or ePHI.**
- A. Except as otherwise provided in this Addendum, SUBRECIPIENT may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of SUBRECIPIENT under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), SUBRECIPIENT may:
 - 1) Use PHI and/or ePHI if necessary for SUBRECIPIENT's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of SUBRECIPIENT's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) SUBRECIPIENT obtains reasonable assurances, in writing, from the person to whom SUBRECIPIENT will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which SUBRECIPIENT disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by SUBRECIPIENT under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
 - C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**
- A. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
 - B. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
 - C. SUBRECIPIENT agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
 - D. SUBRECIPIENT shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. SUBRECIPIENT agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to SUBRECIPIENT for services provided pursuant to the Underlying Agreement.
4. **Obligations of County.**
- A. County agrees to make its best efforts to notify SUBRECIPIENT promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - B. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect SUBRECIPIENT's use or disclosure of PHI and/or ePHI.
 - D. County agrees not to request SUBRECIPIENT to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
 - E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that SUBRECIPIENT can perform its obligations under this Addendum and/or Underlying Agreement.
5. **Obligations of SUBRECIPIENT.** In connection with the use or disclosure of PHI and/or ePHI, SUBRECIPIENT agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). SUBRECIPIENT shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. SUBRECIPIENT shall promptly notify County if SUBRECIPIENT is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to SUBRECIPIENT of a use or disclosure of PHI and/or ePHI by SUBRECIPIENT in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subSUBRECIPIENTS that create, receive, maintain, transmit or access PHI on behalf of the SUBRECIPIENT agree through contract to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, SUBRECIPIENT's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by SUBRECIPIENT on behalf of County, for purposes of determining, investigating or auditing SUBRECIPIENT's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which SUBRECIPIENT shall promptly notify County upon SUBRECIPIENT's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent SUBRECIPIENT is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subSUBRECIPIENT of which SUBRECIPIENT becomes aware that constitute a material breach or violation of the subSUBRECIPIENT's obligations under the business associate contract with SUBRECIPIENT, and if such steps are unsuccessful, SUBRECIPIENT agrees to terminate its contract with the subSUBRECIPIENT if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** SUBRECIPIENT agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if SUBRECIPIENT uses or maintains electronic health records. SUBRECIPIENT shall:
- 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to SUBRECIPIENT or SUBRECIPIENT needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, SUBRECIPIENT shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that SUBRECIPIENT creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by SUBRECIPIENT's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subSUBRECIPIENTs that create, receive, maintain, transmit, or access ePHI on behalf of SUBRECIPIENT agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, SUBRECIPIENT shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, SUBRECIPIENT shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

- 1) **Breaches treated as discovered.** A breach is treated as discovered by SUBRECIPIENT as of the first day on which such breach is known to SUBRECIPIENT or, by exercising reasonable diligence, would have been known to SUBRECIPIENT, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of SUBRECIPIENT (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by SUBRECIPIENT:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by SUBRECIPIENT to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what SUBRECIPIENT is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by SUBRECIPIENT, SUBRECIPIENT shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, SUBRECIPIENT shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If SUBRECIPIENT delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, SUBRECIPIENT shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the SUBRECIPIENT's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, SUBRECIPIENT agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish SUBRECIPIENT's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event SUBRECIPIENT's use or disclosure of PHI and/or ePHI violates the Privacy Rule, SUBRECIPIENT shall maintain documentation sufficient to demonstrate that all notifications were made by SUBRECIPIENT as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including SUBRECIPIENT's completed risk assessment and investigation documentation.

- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) SUBRECIPIENT agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) SUBRECIPIENT agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after SUBRECIPIENT detects such incident. SUBRECIPIENT further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.
9. **Hold Harmless/Indemnification.**
- A. SUBRECIPIENT agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subSUBRECIPIENTS, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents, employees, subSUBRECIPIENTS, agents or representatives from this Addendum. SUBRECIPIENT shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
 - B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's indemnification to County as set forth herein. SUBRECIPIENT's obligation to defend, indemnify and hold harmless County shall be subject to County having given SUBRECIPIENT written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at SUBRECIPIENT's expense, for the defense or settlement thereof. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
 - C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
 - D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the SUBRECIPIENT from indemnifying County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to SUBRECIPIENT, or created or received by SUBRECIPIENT on behalf of County, is destroyed or returned

to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- 1) Upon termination of this Addendum, for any reason, SUBRECIPIENT shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the SUBRECIPIENT on behalf of County, and, in the event of destruction, SUBRECIPIENT shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subSUBRECIPIENTs or agents of SUBRECIPIENT. SUBRECIPIENT shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that SUBRECIPIENT determines that returning or destroying the PHI and/or ePHI is not feasible, SUBRECIPIENT shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by SUBRECIPIENT that return or destruction of PHI and/or ePHI is not feasible, SUBRECIPIENT shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as SUBRECIPIENT maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever SUBRECIPIENT is required to document or maintain documentation pursuant to the terms of this Addendum, SUBRECIPIENT shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of SUBRECIPIENT under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

- G. **Notices to County.** All notifications required to be given by SUBRECIPIENT to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by SUBRECIPIENT pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

ATTACHMENT 2

Census Tracts in the Lowest Quartile of the Healthy Places Index

Interactive map link:

<https://countyofriversonline.maps.arcgis.com/apps/webappviewer/index.html?id=08b3fa52b06a4837b8544ff3111fdd53>

[Reminder of Page Intentionally Left Blank – Census Tracts Map Follows]

4th Quartile cities and communities

Count of Census Tracts	
Banning	5
92220	5
Beaumont	1
92223	1
Blythe	2
92225	2
Cathedral City	4
92234	4
Coachella	4
92236	4
Corona	6
92879	3
92880	1
92882	2
Desert Hot Springs	4
92240	4
East Hemet	3
92544	3
Garnet	1
92240	1
Glen Avon	2
91752	1
92509	1
Good Hope	1
92570	1
Green Acres	1
92545	1
Home Gardens	1
92879	1
Indio	6
92201	6
Lake Elsinore	4
92530	4
March ARB	1
92518	1
Mead Valley	2

City/Community	
Banning	6065043813
6065044101	6065044101
6065044102	6065044102
6065044200	6065044200
6065044300	6065044300
Beaumont	6065044000
Blythe	6065046102
6065046200	6065046200
Cathedral City	6065044702
6065044907	6065044907
6065044915	6065044915
6065941100	6065941100
Coachella	6065045703
6065045704	6065045704
6065045705	6065045705
6065045706	6065045706
Corona	6065041410
6065041500	6065041500
6065041600	6065041600
6065041703	6065041703
6065041704	6065041704
6065041813	6065041813
Desert Hot Springs	6065044507
6065044509	6065044509
6065044510	6065044510
6065044522	6065044522
East Hemet	6065043308
6065043310	6065043310
6065043313	6065043313
Garnet	6065044515
Glen Avon	6065044515

Attachment 2

6065040502	Good Hope
6065040503	Good Hope
6065042901	Green Acres
6065042723	Hemet
6065043307	Hemet
6065043309	Hemet
6065043312	Hemet
6065043401	Hemet
6065043403	Hemet
6065043404	Hemet
6065043405	Hemet
6065043503	Hemet
6065043505	Hemet
6065043507	Hemet
6065043701	Home Gardens
6065041411	Indio
6065045207	Indio
6065045209	Indio
6065045302	Indio
6065045303	Indio
6065045501	Indio
6065045502	Indio
6065043001	Lake Elsinore
6065043003	Lake Elsinore
6065043005	Lake Elsinore
6065043006	Lake Elsinore
6065046700	March ARB
6065042010	Mead Valley
6065042904	Mentee
6065042740	Mira Loma
6065040606	Moreno Valley
6065042404	Moreno Valley
6065042405	Moreno Valley
6065042505	Moreno Valley

92570	Mentee	2
92586	Mira Loma	1
91752	Mira Loma	1
92254	Moreno Valley	17
92551	Moreno Valley	1
92553	Moreno Valley	3
92557	Moreno Valley	11
92571	Oasis	2
92274	Oasis	1
92262	Palm Springs	1
92570	Perris	6
92571	Perris	3
92571	Riverside	3
92501	Riverside	2
92503	Riverside	4
92504	Riverside	2
92505	Riverside	2
92507	Riverside	6
92585	Romoland	1
92585	Rubidoux	1
92509	Rubidoux	3
92583	San Jacinto	2
92583	Thermal	2
92274	Thermal	1
92276	Thousand Palms	1
92276	Thousand Palms	1
Grand Total		110

Rubidoux
6065042730
Romoland
6065042210
6065042209
6065041301
6065041202
6065041201
6065041102
6065041101
6065041001
6065031300
6065031002
6065030503
6065030502
6065030501
6065030400
6065030300
6065030103
Riverside
6065042903
6065042902
6065042800
6065042706
6065042618
6065042617
Perris
6065044606
Palm Springs
6065045605
Oasis
6065048902
6065048901
6065045604
6065042520
6065042519
6065042517
6065042516
6065042515
6065042514
6065042512
6065042511
6065042510
6065042509
6065042508

6065040203

6065040204

6065040301

San Jacinto

6065043601

6065043602

Thermal

6065045609

Thousand Palms

6065044505

Grand Total

ATTACHMENT 3

Examples of Allowable Activities under this Funding Opportunity

Activities are eligible for funding in four (4) areas, including (but not limited to):

Public outreach and education (including training for staff conducting outreach/education)

1. Topics:

- a. COVID-19 virus and transmission of the disease
- b. COVID-19 prevention strategies (facemasks, handwashing, social distancing, etc.).
- c. Testing – Why, How, What to Expect.
- d. Resources available (e.g., rental assistance, childcare, food support, quarantine or isolation support, etc).
- e. Isolation and Quarantine – Why, How, and Where.
- f. Contact Tracing – Why, How, What to Expect and What We Don't Do (e.g., share information with ICE or other government agencies).
- g. COVID-19 vaccine.
- h. Resources for Connecting Families to Healthcare Resources (e.g., FQHCs), including Mental/Behavioral Health.
- i. Influenza vaccinations – Why is it important?.

2. Methods (English, Spanish, Purépecha):

- a. Social Media Activities (especially to reach younger populations).
- b. Radio Advertisements.
- c. Print media advertisements.
- d. Story Telling and Testimonials.
- e. Door-to-door outreach by Community Health Workers (Promotoras).
- f. Development of an app to provide education/outreach.
- g. Flyers, brochures, and other printed educational materials.
- h. Television Advertisements.
- i. Resource Book.
- j. CVHIP.com.
- k. Resource Referral Form/Process.
- l. Development of Case Studies.
- m. Coordination with CoR Business Ambassador Program.

Testing, Including Mobile Testing Drop-In Sites

1. Inform and Refer people and businesses about existing County Drive-Thru or State Walk-Up testing locations.
 - a. Current information on testing locations and hours can be found at <https://gettested.ruhealth.org>
 - b. Testing dates and hours may be adjusted to accommodate a large business or community but must be coordinated with CoR-Public Health
 - c. CBOs/FBOs may assist with transportation
2. Mobile Testing Drop-In Hours

- a. CoR Mobile Teams will collect specimens and get them to the lab
- b. CoR will provide test results to individuals tested
- c. CBOs/FBOs will identify locations, dates, and times for testing events
- d. CBOs/FBOs will advertise the testing events and recruit participation from the community
- e. CBOs/FBOs may assist with transportation
- f. Focus on high-risk communities

Assistance with Contact Tracing

3. Assist with informing the public on why contact tracing is important and necessary.
4. Assist with making connections to individuals, families, and businesses when contact tracers are unable to contact them.

Get Resources to Communities in Need

5. Connect families to transportation, housing assistance, cash assistance, food banks, healthcare services, etc.
6. Purchase supplies and/or personal protective equipment (PPE) for individuals and families as a means to promote harm reduction
 - a. Hand sanitizer
 - b. Hand washing stations
 - c. Cleaning/disinfectant
 - d. Gloves
 - e. EZ Ups for shade
 - f. Other items to be identified by the community

//// //// ////

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SUBRECIPIENT AGREEMENT
WITH
DESERT HEALTHCARE FOUNDATION

Original Contract Term:	July 1, 2020 through December 31, 2020
Contract Term Extended To:	March 31, 2022
Effective Date of Amendment:	December 31, 2020
Original Contract Amount:	\$1,200,000
Amended Contract Amount:	\$2,400,000 (an increase of \$1,200,000)

This Amendment No. 1 (Amendment) to the Fiscal Intermediary and COVID-19 Support to Community Based Organizations and Faith Based Organizations in the Coachella Valley and Eastern Coachella Valley Subrecipient Agreement (Agreement) entered into on October 29, 2020, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside University Health System - Public Health ("COUNTY"), and Desert Healthcare Foundation, a California non-profit organization, ("SUBRECIPIENT"), is now amended as follows:

Article 2, Period of Performance, first sentence is deleted in its entirety and replaced with the following: "This Agreement shall be effective from October 29, 2020 (the "Effective Date") and continue in effect through March 31, 2022."

Article 3, Compensation, Section 3.1, is deleted in its entirety and replaced with the following:

"3.1 COUNTY shall pay SUBRECIPIENT the amount not to exceed twenty percent (20%) of CARES Act funding and twenty percent (20%) of Epidemiology and Laboratory Capacity - Enhancing Detection (ELC2) funding for services rendered in Exhibit A of this Agreement, and the amount not to exceed of \$200,000 of Epidemiology and Laboratory Capacity - Enhancing Detection Expansion (ELC3) funding for services rendered in Exhibit A-1 attached hereto, to cover administrative costs incurred as part of this Agreement, as specified in the Payment Provision Exhibit B attached hereto."

Article 3, Compensation, Section 3.2, is deleted in its entirety and replaced with the following:

"3.2 COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B and Exhibit B-1, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of all funding allocated to SUBRECIPIENT, pursuant to this Agreement, shall be expended as specified in Table 1: Funding Expenditure Deadlines below:

Table 1: Funding Expenditure Deadlines

Funding Source	Amount	Expenditure Deadline
CARES Funding	\$600,000	12/31/2021
Epidemiology and Laboratory Capacity - Enhancing Detection (ELC2)	\$600,000	6/30/2021
Epidemiology and Laboratory Capacity - Enhancing Detection Expansion (ELC3)	\$1,200,000	3/31/2022

Any CARES Act funding and any ELC funding paid to SUBRECIPIENT, but not expended by the deadline expressed above or not expended because of early termination of this Agreement, shall be returned to COUNTY immediately upon termination of this Agreement."

Article 3, Compensation, Section 3.3, is deleted in its entirety and replaced with the following:

“3.3 SUBRECIPIENT shall be paid only in accordance with an invoice submitted to the COUNTY by SUBRECIPIENT as specified in Exhibit B, and the COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. For this Agreement, mail or e-mail the original copy of invoice(s) to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
RIVCOPH-AP@ruhealth.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to addresses of ordering department/division; Agreement number (insert contract ID#21-024); Grant number (insert Grant #HS100176 for ECL2 funding and Grant# HS100181 for ELC3 funding); item descriptions, and an invoice total.
- b) Invoices shall be rendered as specified in Exhibit B attached.
- c) May request up to twenty-five percent (25%) upfront of the ELC2 increased funding and twenty-five percent (25%) upfront of the ELC3 funding.

Article 21, Subcontractors/CBOs/FBOs, is hereby added to this Agreement, and shall read:

“ 21.1 Agreements. Subcontractors, community based organizations (CBOs), and faith based organizations (FBOs) are to be used to accomplish part of the services of this Agreement. SUBRECIPIENT shall establish a written agreement between the

subcontractor(s)/COBs/ FBOs and must include Health Insurance Portability & Accountability Act (HIPAA) and Business Associate Addendum (BAA); Exhibit C Federal Provisions; insurance language and retention of records language for auditing purposes.

21.2 Progress Reports. SUBRECIPIENT shall receive and compile progress reports from subcontractors/CBOs/FBOs and provide them to COUNTY as specified in Table 2: Progress Reports Deadlines, below. Progress reports will include a highlight of activities conducted (e.g., number of tests performed at the testing event, number of persons contacted through outreach, numbers of supplies distributed, number of people vaccinated through outreach efforts, etc.), dollars spent and encumbered, and any administrative costs incurred. Submit all progress reports to ELC_Reports@ruhealth.org.

Table 2: Progress Reports Deadlines

Grant–Funding Source	Reporting Period	Reports Due
ELC2	Jan 1, 2021 – Mar 31, 2021	5/15/2021
ELC2	Apr 1, 2021 – Jun 30, 2021	8/15/2021
ELC3	Apr 1, 2021 – Jun 30, 2021	8/15/2021
ELC3	Jul 1, 2021 – Sep 30, 2021	11/15/2021
ELC3	Oct 1, 2021 – Dec 31, 2021	2/15/2022
CARES	Jan 1, 2021 – Dec 31, 2021	2/15/2022
ELC3	Jan 1, 2022 – Mar 31, 2022	5/15/2022

Exhibit A-1, SCOPE OF SERVICES – ELC3 Funding, consisting of two (2) pages, is hereby made part this Agreement.

Exhibit B, PAYMENT PROVISION, is deleted in its entirety and replaced with the new Exhibit B, PAYMENT PROVISIONS, consisting of two (2) pages, attached and incorporated herein.

Attachment 3, Examples of Allowable Activities under this Funding Opportunity, is deleted in its entirety and replaced with new Examples of Allowable Activities under this Funding Opportunity rev. 3.24.21, consisting of one (1) page, attached hereto.

Attachment 4, Eligible CBOs, consisting of one (1) page, is hereby made part of this Agreement.

To Amend all references to the date of expenditure deadline of CARES funding allocation to SUBRECIPIENT pursuant to the Agreement from December 30, 2020 to December 31, 2021.

All other terms and conditions of the Agreement not modified herein shall remain unchanged.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

DESERT HEALTHCARE FOUNDATION, a California non-profit organization

By: _____

Name: Jeffrey A. Van Wageningen, Jr.

Title: CEO

Dated: 5.11.21

By: _____

Name: Conrado E. Bárzaga, MD

Title: CEO

Dated: 5/6/21

RATIFICATION:

By: _____

Karen Spiegel

Chair of the Board of Supervisors

ATTEST: Kecia R. Harper, Clerk

By: _____

APPROVED AS TO FORM:

Gregory P. Priamos,

County Counsel

By: Esen Sainz
Esen Sainz, Deputy County Counsel

EXHIBIT A SCOPE OF SERVICES

Background:

The Parties agree to amend the Subrecipient Agreement in order for SUBRECIPIENT continue to be the Fiscal Intermediary to the CARES and ELC2 funding, and to distribute new moneys from the ELC3 funding to Community Based Organizations (CBOs) and Faith-Based Organizations (FBOs) participating in the Coachella Valley Equity Collaborative. The amendment intends to continue supporting the work of CBOs in the prevention, identification, and mitigation of COVID-19, and expand supporting COVID-19 vaccination efforts to serve communities that have been disproportionately impacted by the disease. These impacted communities include, but are not limited to, those census tracts identified by the California Department of Public Health (CDPH) as being in the lowest quartile of the Healthy Places Index (HPI), as specified in the Agreement.

SUBRECIPIENT Responsibilities:

A. CARES and ELC2 Funding

SURECIPIENT shall continue to provide fiscal intermediary and support services as follows:

1. Implement an expedited and streamlined application process and funding mechanism to directly fund CBOs and FBOs to perform COVID-19 outreach, education, and/or response activities.
2. Identify a lead organization(s) for each geographic/focus area to coordinate with other CBOs/FBOs that are funded so that activities and events are coordinated.
3. Collect, review, and approve completed applications for funding from CBOs and FBOs. Applications should include a Scope of Work (SOW), budget, budget justification, and evaluation plan. Examples of allowable activities are provided [See Attachment 3].
4. Facilitate weekly meetings to ensure grantees' activities are coordinated, that active collaboration amongst grantees occurs, and lessons learned are shared.
5. Receive and compile progress reports from grantees and provide them to COUNTY by the 15th of the following month. Progress reports will include a highlight of activities conducted (e.g., number of tests performed at the testing event, number of persons contacted through outreach, numbers of supplies distributed, etc.), dollars spent and encumbered, and any administrative costs incurred.
6. Compile a final report by period (8/15/2021).
7. Intervene and redirect funds if necessary, to ensure funding is utilized by the required timelines.
8. Ensure the CARES Act funding is spent (invoiced, processed, and paid) by December 31, 2021.

9. Ensure that the ELC2 funding is spent (invoiced, processed, and paid) by June 30, 2021.
10. Share impact stories, testimonials, and photos for use on social media, newspapers, press conferences, and/or other messaging platforms. Any publication or advertisement in any form of media requires review and approval by the County of Riverside PIO office or Public Health PIO whichever is applicable.
11. Share data and other key information provided by COUNTY with CBOs and FBOs.
12. Develop asset maps for the impacted areas/target populations and/or focus areas in collaboration with grantees.
13. Collaborate with the COUNTY and the CBOs and FBOs on developing a campaign theme and name that will be utilized by all agencies/organizations involved as a "unifying element".
14. Develop and regularly update a master calendar of events for all CBOs and FBOs performing activities or hosting events under this funding opportunity.
15. Facilitate meetings between the SUBRECIPIENT, CBOs, FBOs, COUNTY, and the Growers to discuss COVID-19 prevention strategies, opportunities for improved or better coordination, and to highlight success stories.
16. Identify additional resources needed to support, enhance and/or expand on-going activities.

B. ELC 3 Funding

SURECIPIENT shall provide fiscal intermediary and support services as follows:

1. Implement an expedited and streamlined application process and funding mechanism to directly fund CBOs [See **Attachment 4**] to perform COVID-19 testing and vaccination outreach, education, and/or response activities.
2. Identify a lead organization(s) for each geographic/focus area to coordinate with other CBOs/FBOs that are funded so that activities and events are coordinated.
3. Collect, review, and approve completed applications for funding from CBOs and FBOs. Applications must include a Scope of Work (SOW), budget, budget justification, and evaluation plan. Examples of allowable activities are provided [See **Attachment 3**].
4. Facilitate weekly meetings to ensure grantees' activities are coordinated, that active collaboration amongst grantees occurs, and lessons learned are shared.
5. Receive and compile quarterly progress reports from grantees and provide them to COUNTY. Progress reports will include a highlight of activities conducted (e.g., number of tests/vaccines performed at the testing/vaccination event, number of persons contacted through outreach, numbers of vaccines and other supplies distributed, etc.) dollars spent and encumbered, and any administrative costs incurred.
6. Compile a final report at the end of the contract period (3/31/2022).
7. Intervene and redirect funds if necessary, to ensure funding is utilized by the required timelines.
8. Ensure that new funding of \$1,200,000 funding is spent (invoiced, processed, and paid) by March 31, 2022.
9. Share impact stories, testimonials, and photos for use on social media, newspapers, press conferences, and/or other messaging platforms. Any publication or advertisement in any form of media requires review and approval by the County of Riverside PIO office or Public Health PIO whichever is applicable.

10. Share data and other key information provided by COUNTY with CBOs and FBOs.
11. Collaborate with COUNTY to collect, analyze and report COVID-19 vaccine data using an equity lens and inform Collaborative priorities.
12. Maintain and regularly update a master calendar of events for all CBOs performing activities or hosting events under this funding opportunity.
13. Facilitate meetings between the SUBRECIPIENT, CBOs, FBOs, COUNTY, and others to discuss COVID-19 vaccination strategies, opportunities for improved or better coordination, and to highlight success stories.
14. Identify additional resources needed to support, enhance and/or expand on-going activities.

COUNTY Responsibilities:

1. Provide funding to SUBRECIPIENT to serve as the Fiscal Intermediary to fund CBOs to perform COVID-19 vaccination outreach, education, and response activities.
2. Review and approve messaging campaigns to ensure consistency of information with a turn-around time of fewer than 48 hours.
3. Make available all messaging materials, videos, press releases, and educational materials to CBOs and FBOs to adapt, modify, or use for outreach and education purposes.
4. Provide data on a weekly basis to SUBRECIPIENT on vaccination and testing, case and mortality rates in the Coachella Valley.
5. Include SUBRECIPIENT in meetings and discussions related to vaccination strategies, areas of focus, and resource availability.
6. Provide information on County-funded programs that provide social support.
7. Assist SUBRECIPIENT, CBOs, and FBOs with the development of consistent messaging on the status of the pandemic and the re-opening process/tier movement.
8. Assist the SUBRECIPIENT, CBOs, and FBOs in their efforts to secure and reserve County facilities to support project activities.

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**EXHIBIT B
PAYMENT PROVISION**

SUBRECIPIENT shall receive payment by the COUNTY for the following services provided as specified in Exhibit A, Scope of Services: fiscal intermediary services and COVID-19 collaborated effort services. SUBRECIPIENT is compensated both as the fiscal intermediary and as a funded CBO to perform Collaborated COVID-19 Effort Services.

1. FISCAL INTERMEDIARY AND SUPPORT SERVICES

1.1 SUBRECIPIENT's compensation for fiscal intermediary and administration services:

<u>Fiscal Intermediary and Administration Grant Funding Services</u>	<u>Amount</u>
CARES	\$120,000
ELC2	\$120,000
ELC3	\$200,000
Total	\$440,000

1.2 Distribution of allocations to CBOs/FBOs:

<u>Funding Distribution to CBOs and FBOs</u>	<u>Amount</u>
CARES	\$480,000
ELC2	\$480,000
ELC3	\$1,000,000
Total	\$1,960,000

2. TOTAL SUBRECIPIENT AGREEMENT AMOUNT

<u>Services</u>	<u>Amount</u>
Fiscal Intermediary and Support Cost	\$440,000
Allocation to CBOs/FBOs for COVID-19 Collaborated Efforts	\$1,960,000
Total	\$2,400,000

3. Invoicing

Source of Funding	Distribution	Time Coverage
CARES Funding	Upon execution of Agreement.	Effective date – Dec 31, 2021
Epidemiology and Laboratory Capacity - Enhancing Detection (ELC2)	Quarterly invoice up to the last quarter. Last quarter switch to monthly invoicing (months 1 and 2 may continue to include estimated expenses. Last month must reflect actual expenses.)	January 1, 2021 – June 30, 2021
Epidemiology and Laboratory Capacity - Enhancing Detection Expansion (ELC3)	Quarterly invoice up to the last quarter. Invoice schedule as follows: Execution of A1 - \$300,000 July 1, 2021 - \$300,000 October 1, 2021 - \$300,000 Jan 1, 2022-March 31, 2022 - switch to monthly invoicing (months 1 and 2 may continue to include estimated expenses. Last month must reflect actual expenses.)	April 1, 2021 – March 31, 2022

4. SUBRECIPIENT understands and agrees:

- 4.1 Funds may only be used for expenditures necessary to educate about and address the current COVID-19 pandemic.
- 4.2 They may not be allowed to purchase incentives or provide stipends to individuals to encourage a specific action (e.g., testing, wearing a mask, participating in contact tracing, etc).
- 4.3 All funds will be paid to once the Agreement is executed. Funds received are to be placed in a separate, non-interest-bearing account.
- 4.4 COUNTY and SUBRECIPIENT will comply with all audit requirements outlined in the agreement.

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Attachment 3

Examples of Allowable Activities under this Funding Opportunity (Rev. 3.24.21)

Activities are eligible for funding in two (2) areas, including (but not limited to):

Public outreach and education (including training for staff conducting outreach/education)

1. Topics:
 - a. COVID-19 vaccine facts.
 - b. COVID-19 vaccine – Why, How, What to Expect.
 - c. Schedule first and second doses, as needed.

2. Methods (English, Spanish, Purépecha):
 - a. Social Media Activities (especially to reach younger populations).
 - b. Radio Advertisements.
 - c. Print media advertisements.
 - d. Story Telling and Testimonials.
 - e. Door-to-door outreach by Community Health Workers (Promotoras).
 - f. Development of an app to provide education/outreach.
 - g. Flyers, brochures, and other printed educational materials.
 - h. Television Advertisements.
 - i. Resource Book.
 - j. CVHIP.com.
 - k. Resource Referral Form/Process.
 - l. Development of Case Studies.
 - m. Coordination with CoR Business Ambassador Program.

COVID-19 vaccine, Including Mobile Vaccination Sites

1. Inform and Refer people and businesses about existing COVID-19 vaccination sites
 - a. Current information on testing locations and hours can be found at <https://www.ruhealth.org/covid-19-vaccine>
 - b. Vaccination dates and hours may be adjusted to accommodate a large business or community but must be coordinated with CoR-Public Health
 - c. CBOs may assist with transportation
2. COVID-19 Mobile Vaccination Sites
 - a. CoR Mobile Teams will administer COVID-19 vaccine doses
 - b. CoR will provide lists of vaccine recipients for follow-up appointments as needed
 - c. CBOs will help identify locations, dates, and times for vaccination events
 - d. CBOs will advertise the vaccination events and recruit participation from the community
 - e. CBOs may assist with transportation
 - f. Focus on high-risk communities

Attachment 4

CBOs

SUBRECIPIENT shall distribute \$125,000.00 to each of the identified selected CBO's in the table below.

Eligible CBO's	Amount
Alianza CV	\$125,000
El Sol Neighborhood Educational Center (NEC)	\$125,000
Galilee Center	\$125,000
Lideres Campesinas	\$125,000
Pueblo Unido	\$125,000
TODEC	\$125,000
Vision y Compromiso	\$125,000
Youth Leadership Institute	\$125,000
Total CBO ELC3 Funding Allocation:	\$1,000,000

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COVID-19 Emergency Procurement Form

(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are **directly related to providing a safe and secure environment for the protection of the public and employee health.**

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to **report** COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: Public Health Total Dollar Amount: \$1,200,000 increase (\$2,400,000 total contract)

Department Contact Name: Lucy Aldana Contact Phone: 951-358-5012

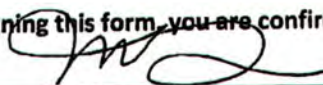
Vendor Name: Desert Healthcare Foundation

Date of Purchase: ASAP

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

Amendment to include COVID-19 vaccination outreach.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

 Asst PH Dir 4/24/24
Department Head or designee Signature Title Date

COVID-19 Emergency Procurement Form

(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are **directly related to providing a safe and secure environment for the protection of the public and employee health.**

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to **report** COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: RUHS-PH Total Dollar Amount: \$1,200,000

Department Contact Name: Lucy Aldana Contact Phone: 951.534.7079

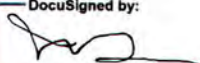
Vendor Name: DESERT HEALTHCARE FOUNDATION

Date of Purchase: ASAP

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

The funding intends to support the work of CBOs and FBOs in the prevention, identification, and mitigation of COVID-19, and to assist with coordinating collaborative efforts to address COVID-19 related needs in communities that have been disproportionately impacted by the disease.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

DocuSigned by:

A1F6239564294D7...

PH - Assist. Director

10/19/2020 | 2:29 PM PDT

Department Head or designee Signature

Title

Date

SUBRECIPIENT AGREEMENT

for

**FISCAL INTERMEDIARY AND COVID – 19 SUPPORT TO COMMUNITY BASED
ORGANIZATIONS AND FAITH BASED ORGANIZATIONS**

between

COUNTY OF RIVERSIDE

and

REACH OUT WEST END



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This SUBRECIPIENT Agreement ("Agreement"), made and entered into this ____ day of _____, 2021, by and between Reach Out West End, a California non-profit organization, (herein referred to as "SUBRECIPIENT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health (herein referred to as "COUNTY").

RECITALS

WHEREAS, on March 4, 2020, the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, on March 10, 2020 the Board of Supervisors of the County of Riverside via Resolution No. 2020-062 proclaimed the existence of a Local Emergency in the County of Riverside regarding COVID-19;

WHEREAS, COUNTY has received Center for Disease Control and Prevention Epidemiology and Laboratory Capacity Enhancing Detection Expansion (ELC3) funding through the California Department of Public Health;

WHEREAS, the ELC3 provides that funding may only be used to cover costs that are necessary expenditures incurred due to the public health emergency with respect to COVID-19;

WHEREAS, COUNTY desires the services and expertise provided by SUBRECIPIENT to be the Fiscal Intermediary to distribute funds to Community Based Organizations (CBOs) and Faith Based Organizations (FBOs) support their work in the prevention, identification, and mitigation of COVID-19.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Description of Services

1.1 SUBRECIPIENT shall provide all services as outlined and specified in Exhibit A, Scope of Services, Exhibit C, Federal Provisions, and Attachment 1, HIPAA Business Associate Attachment, in the Agreement,

1.2 SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 SUBRECIPIENT affirms it is fully apprised of all of the work to be performed under this Agreement; and the SUBRECIPIENT agrees it can properly perform this work at the cost stated in Exhibit B. SUBRECIPIENT is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

This Agreement shall be effective on March 1, 2021 ("Effective Date") and continues in effect through March 31, 2022, unless terminated earlier. SUBRECIPIENT shall commence performance upon Effective Date and shall diligently and continuously perform thereafter.

3. Compensation

3.1 Total amount of allocation to SUBRECIPIENT shall be distributed as specified in Exhibit B, Payment Provision, and shall not exceed two million, seven hundred thirty thousand dollars (\$2,730,000) including all expenses.

3.2 COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of ELC3 funding allocated to SUBRECIPIENT, pursuant to this Agreement, shall be expended by March 31, 2022. Any ELC3 funding paid to SUBRECIPIENT, but not expended by the deadline expressed above or not expended because of early termination of this Agreement, shall be returned to COUNTY immediately upon termination of this Agreement.

3.3 SUBRECIPIENT shall be paid only in accordance with an invoice submitted to the COUNTY by SUBRECIPIENT as specified in Exhibit B, and the COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County - Public Health
Fiscal - Accounts Payable
PO BOX 7849
Riverside, California 92513
RIVCOPH-AP@ruhealth.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to addresses of ordering department/division; Agreement number (insert contract ID#21-063); Grant number (insert grant #HS1001801), quantities; item descriptions, unit prices, and an invoice total.
- b) Invoices shall be rendered as specified in Exhibit B.

3.4 The COUNTY's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered as specified in Exhibit B. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond the expiration date of this Agreement unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, and have no further force or effect.

4. Availability of Funds/Non-Appropriation of Funds

The obligation of COUNTY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by the United States Federal Government. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, have no further force, and effect. In the event funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability for reduction of funding.

5. Termination for Convenience

5.1. COUNTY may terminate this Agreement without cause upon ten (10) calendar days' written notice served upon the SUBRECIPIENT stating the extent and effective date of termination.

5.2 After receipt of the notice of termination, SUBRECIPIENT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.3 After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.

5.4 In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6. Termination for Cause

6.1 COUNTY may, at any time, upon five (5) days written notice terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Causes shall include, but is not limited to:

- (a) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (b) Use of, or permitting the use of funding provided under this Agreement, for any ineligible expenses, as determined by the Department of Treasury or by the California State Department of Public Health;
- (c) Any failure to comply with the deadlines set forth in this Agreement;
- (d) Violation of any federal or state laws or regulations; or
- (e) Withdrawal of federal expenditure authority.

This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339).

6.2 If the Agreement is federally or State funded, SUBRECIPIENT cannot be debarred from the System for Award Management (SAM). SUBRECIPIENT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central SUBRECIPIENT Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7

CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6.3 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

7. Ownership/Use of Contract Materials and Products

SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by COUNTY for any purpose that COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of COUNTY.

8. Conduct of Subrecipient/ Conflict of Interest

8.1 SUBRECIPIENT shall comply with all applicable requirements of State, Federal, and County of Riverside laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), 42 U.S.C. § 801, subsection (d), and the provisions set forth in Exhibit C of this Agreement. Additionally, SUBRECIPIENT shall comply with all applicable regulations and guidelines, including guidance issued by the Department of Treasury, which includes but is not limited to Guidance for State, Territorial, Local, and Tribal Governments dated June 30, 2020 (attached as Exhibit E) and Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020 (attached as Exhibit F).

8.2 SUBRECIPIENT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.3 SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

8.4 SUBRECIPIENT and its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. Inspection, Records, and Audits

9.1 All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. SUBRECIPIENT shall provide adequate cooperation to any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary materials or other requested items. SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor,

assess, or evaluate SUBRECIPIENT's performance under this Agreement at any time, upon reasonable notice to the SUBRECIPIENT.

9.2 SUBRECIPIENT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the SUBRECIPIENT's costs related to this Agreement. All such books, documents and records shall be maintained by SUBRECIPIENT for at least five years following termination of this Agreement and be available for audit by the COUNTY. SUBRECIPIENT shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

10. Confidentiality

10.1 SUBRECIPIENT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of SUBRECIPIENTs, subcontractors or suppliers in advance of official announcement.

10.2 SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall promptly transmit to the COUNTY all third party requests for disclosure of such information. SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

10.3 SUBRECIPIENT is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

11. Hold Harmless/Indemnification

11.1 SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

11.2 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise

in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.

11.3 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

11.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

11.5 Further, SUBRECIPIENT agrees to indemnify, defend, and hold harmless COUNTY for any sums the State or Federal government contends or determines SUBRECIPIENT used in violation of the Provision (attached as Exhibit C). CONTRACTOR shall immediately return to COUNTY any funds COUNTY or any responsible State or Federal agency, including the Department of Treasury, determines the SUBRECIPIENT has used in a manner that is inconsistent with this Agreement.

12. Insurance

12.1 Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a

requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) SUBRECIPIENT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that SUBRECIPIENT'S insurance shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

6) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13. Independent Contractor

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent SUBRECIPIENT and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in

no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties; and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14. No Debarment or Suspension

SUBRECIPIENT certifies that it is no presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or and a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission or any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

15. Supplantation

All monies associated with this Agreement cannot be used to supplant current funding of existing COVID-19 related activities nor use payments from the funding of this Agreement to cover expenditures for which they will receive reimbursement.

16. Non-Discrimination

SUBRECIPIENT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101et seq.) and all other applicable laws or regulations.

17. Disputes

17.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

17.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, CA 92503

SUBRECIPIENT

Reach Out West End
1126 W. Foothill Blvd. #250
Upland, CA 91786
Attn: Diana Fox
Diana@we-reachout.org

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. General

20.1 SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

20.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

20.3 SUBRECIPIENT shall comply with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

20.4 SUBRECIPIENT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

20.5 SUBRECIPIENT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.6 SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of

the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

20.9 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

21. Subcontractor/CBOs/FBOs

21.1 Subcontractors, CBOs, and FBOs are to be used to accomplish part of the services of this Agreement. SUBRECIPIENT shall establish a written agreement between the subcontractor(s)/CBOs/FBOs and must include Health Insurance Portability & Accountability Act (HIPAA) and Business Associate Addendum (BAA); insurance language, retention of records language for auditing purposes and the federal provisions attached hereto as Exhibit C.

21.2 SUBRECIPIENT shall receive and compile progress reports from subcontractors/CBOs/FBOs and provide them to COUNTY as specified in Exhibit A.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

REACH OUT WEST END

By: [Signature]
Name: Jeffrey A. Van Wageningen, Jr.
Title: CEO

By: [Signature]
Name: Diana Fox
Title: Executive Director

Dated: 4.27.21
RATIFICATION:

Dated: 4/2/2021

By: Karen S. Spiegel
Name: Karen Spiegel
Title: Chair of the Board
AUG 17 2021
ATTEST: Kecia Harper, Clerk of the Board

By: [Signature]
APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Esen Sainz, Deputy County Counsel

EXHIBIT A SCOPE OF SERVICES

Background:

The COUNTY enters into this Agreement with SUBRECIPIENT to be the Fiscal Intermediary to distribute funds to CBOs and FBOs identified in Exhibit B Section 4. The funding intends to support the work of CBOs and FBOs in the prevention, identification, and mitigation of COVID-19, and to assist with coordinating collaborative efforts to address COVID-19 related needs in communities that have been disproportionately impacted by the disease.

SUBRECIPIENT Responsibilities:

A. Fiscal Intermediary Services

1. Implement an expedited and streamlined application process and funding mechanism to directly fund CBOs and FBOs to perform COVID-19 outreach, education, and/or response activities.
2. Collect, review, and approve completed applications for funding from selected CBOs and FBOs. Applications must include a Scope of Work (SOW) and budget.
3. Examples of allowable activities are provided (See Attachment 2).
4. Conduct an in-depth orientation for all CBO and FBO grantees covering all aspects of the Scope of Work, reporting and billing requirements.
5. Implement a data and evaluation process and collect and synthesize both anecdotal and numerical data on a monthly basis.
6. Facilitate weekly all-partner meetings to ensure grantees' activities are coordinated, that active collaboration amongst grantees occurs, and lessons learned are shared.
7. Facilitate regular communication committee meetings with grantees' communications staff to better align all communications activities.
8. Develop a reporting and billing portal for grantees to utilize each month.
9. Provide media/communications support to the grantees to assist them with message development and deployment to the targeted areas.
10. Provide sufficient staffing to do oversight of the grantees.
11. Receive and compile progress reports from grantees by the 15th of each month and provide them to COUNTY by the 20th of the following month. Progress reports will include a highlight of activities conducted (e.g., number of vaccine sites identified, number of persons contacted through outreach, numbers of supplies distributed, etc.), dollars spent and encumbered, and any administrative costs incurred.
12. Compile a final report at the end of the contract period (3/31/2022) and submit to COUNTY by April 30, 2022.
13. Intervene and redirect funds if necessary, to ensure funding is utilized by the required timelines.
14. Ensure that the ELC3 funding is spent (invoiced, processed, and paid) by March 31, 2022.

15. Share impact stories, testimonials, and photos for use on social media, newspapers, press conferences, and/or other messaging platforms.
16. Share data and other key information provided by COUNTY with CBOs and FBOs.
17. Collaborate with the COUNTY and the CBOs and FBOs on developing a campaign theme and name that will be utilized by all agencies/organizations involved as a "unifying element".
18. Develop a communications platform for use by all grantees which will act as a repository of all materials created under this funding, and will hold the master calendar of events for all CBOs and FBOs performing activities or hosting events under this funding opportunity.
19. Identify additional resources needed to support, enhance and/or expand on-going activities.

B. COVID-19 Collaborated Efforts Services

In addition to fiscal intermediary services, SUBRECIPIENT, as part of the CBOs listed in Exhibit B, item 1.2 below, shall provide outreach, vaccine registration, vaccine location vetting, education to overcome vaccine hesitancy, and to provide translation and customer service at vaccine sites.

COUNTY Responsibilities:

1. Provide funding to SUBRECIPIENT to serve as the Fiscal Intermediary to fund CBOs and FBOs to perform COVID-19 outreach, education, and response activities.
2. Review and approve messaging campaigns to ensure consistency of information with a turn-around time of fewer than 48 hours.
3. Make available all messaging materials, videos, press releases, and educational materials to CBOs and FBOs to adapt, modify, or use for outreach and education purposes.
4. Provide data on a weekly basis to SUBRECIPIENT on testing positivity in the lowest quartile census tracts and/or any other areas where a CBO or FBO is conducting activities.
5. Include SUBRECIPIENT in meetings and discussions related to prevention and vaccination strategies, areas of focus, and resource availability.
6. Develop a map of hot spots and housing density to assist with developing focused interventions and outreach activities.
7. Provide information on County-funded programs that provide social support.
8. Assist SUBRECIPIENT, CBOs, and FBOs with the development of consistent messaging on the status of the pandemic and the re-opening process/tier movement.
9. Assist the SUBRECIPIENT, CBOs, and FBOs in their efforts to secure and reserve Riverside County facilities to support project activities.
10. Compensate SUBRECIPIENT for providing administrative oversight for the grant/project as specified in Exhibit B.

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EXHIBIT B

PAYMENT PROVISION

SUBRECIPIENT shall receive payment by the COUNTY for the following services provided as specified in Exhibit A, Scope of Services: fiscal intermediary services and COVID-19 collaborated effort services.

1. FISCAL INTERMEDIARY SERVICES

1.1 Budget for Fiscal Intermediary Services is as follows:

	Amount
Allocation to CBOs/FBOs	\$2,300,000
Fiscal Intermediary Administrating Fee	\$430,000
Total Amount of Allocation	\$2,730,000

1.2 SUBRECIPIENT shall distribute the allocation of \$2,300,000 to CBOs/FBOs as follows:

FUNDING AMOUNTS FOR CBOs/FBOs	ELC Enhancing Detection Expansion funding 3/1/21-3/31/22
Visión & Compromiso	\$250,000.00
El Sol Neighborhood Education Center	\$250,000.00
TODEC Legal Center	\$375,000.00
Building Resilient Communities	\$250,000.00
Reach Out (Budget detailed on item #1.2 below)	\$250,000.00
Riverside County Black Chamber of Commerce	\$125,000.00
TruEvolution	\$125,000.00
Motivating Action Leadership Opportunity (MALO)	\$187,500.00
SBX Youth & Family Services	\$187,500.00
CHW Training for Vaccine Equity	\$300,000.00
	\$2,300,000.00

2. COLLABORATED COVID-19 EFFORTS SERVICES

2.1 SUBRECIPIENT, also known as Reach Out and providing services as a CBO, shall receive payment for COVID-19 efforts services, as follows.

Reach Out Budget Personnel	Amount
Director .10 FTE	\$ 8,072.00
Program Manager .15 FTE	\$ 8,736.00
Outreach Specialist 1 FTE	\$ 39,811.00
Coordinator .5 FTE	\$ 23,286.00
Outreach Specialist 1.75 FTE's	\$ 64,989.00
Associate for Learning & Evaluation .25 FTE	\$ 9,880.00
Subtotal	\$ 154,774.00
Benefits	
Director .10 FTE	\$ 1,775.00
Program Manager .15 FTE	\$ 1,921.00
Outreach Specialist 1 FTE	\$ 8,684.00
Coordinator .5 FTE	\$ 5,079.00
Outreach Specialist 1.75 FTE's	\$ 14,177.00
Associate for Learning & Evaluation .25 FTE	\$ 1,976.00
Subtotal	\$ 31,636.00
Travel Expenses	
Travel & Mileage	\$ 1,500.00
Subtotal	\$ 1,500.00
Program and Operating Expenses	
Marketing	\$ 1,584.00
Telephone/communications	\$ 1,000.00
Printing & Copying	\$ 1,500.00
Office Supplies	\$ 1,000.00
Program supplies (canopies, tables, chairs tablets, polos, etc.)	\$ 4,250.00
Community Health Worker Costs	\$ 3,000.00
Utilities	\$ 590.00
Rent/leases	\$ 4,075.00
Computers and tech for staff	\$ 3,000.00
Promotional items	\$ 6,500.00
Subtotal	\$ 26,499.00
Subtotal	\$ 214,409.00
Indirect @ 16.6%	\$ 35,591.00
Total	\$ 250,000.00

3. INVOICE

SUBRECIPIENT shall invoice the COUNTY on a monthly basis as specified in the Agreement Section 3, Compensation, and in the amount specified below:

Source of Funding	Amount	Distribution	Time Coverage
ELC3	\$2,730,000 (\$2,300,000 allocation to CBOs & FOBs and \$430,000 Admin fee)	Monthly invoice	March 1, 2021 – June 30, 2022

4. FUNDING

SUBRECIPIENT understands and agrees:

- a) Funds may only be used for expenditures necessary to educate about and address the current COVID-19 pandemic in accordance with Exhibit A Scope of Services
- b) SUBRECIPIENT is not allowed to purchase incentives or provide stipends to individuals to encourage a specific action (e.g., testing, wearing a mask, participating in contact tracing, etc.).
- c) Any funds received up-front are to be placed in a separate, non-interest-bearing account.
- d) COUNTY and SUBRECIPIENT will comply with all audit requirements outlined in the agreement.

5. MAXIMUM AMOUNTS

5.1 Total amount of compensation to SURECIPIENT by COUNTY for services provided shall not exceed six hundred eighty thousand dollars (\$680,000) as specified below.

Services	Amount
Fiscal Intermediary	\$430,000
COVID-19 Collaborated Efforts	\$250,000
Total amount to be paid to SURECIPIENT for their services	\$680,000

5.2 Total amount of funding allocation to SURECIPIENT under this Agreement for services provided and for distribution to CBOs/FBOs shall not exceed two million, seven hundred thirty thousand dollars (\$2,730,000).

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EXHIBIT C

FEDERAL PROVISIONS

1. **ORDERS OF LOCAL, STATE OR FEDERAL HEALTH OFFICIALS; EXECUTIVE ORDERS.** County and SUBRECIPIENT mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and SUBRECIPIENT mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

a. In the event that such Official Actions make the services provided to the County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to SUBRECIPIENT in the manner described herein, and County and SUBRECIPIENT mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to SUBRECIPIENT pro-rated from the date of the Official Action, along with all other remaining sums due to SUBRECIPIENT, within thirty (30) calendar days from the date of that Official Action.

b. The parties acknowledge that SUBRECIPIENT is providing the services for emergency purposes at the request of the County under the California Emergency Services Act (the "Act" (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

c. This is an acknowledgement that FEMA financial assistance will be requested by the County or State and if provided will be used to fund all or a portion of this Agreement. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2. **NON-DISCRIMINATION.** SUBRECIPIENT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

3. **FAIR EMPLOYMENT PRACTICES/FEDERAL PROVISIONS.** During the performance of this Agreement, the SUBRECIPIENT shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. SUBRECIPIENT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

a. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

b. The SUBRECIPIENT shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

4. OTHER FEDERAL PROVISIONS. SUBRECIPIENT acknowledges and agrees that this Agreement is subject to the federal requirements for seeking FEMA reimbursements, including the federal provisions provided below.

4-1. CLEAN AIR ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-2. FEDERAL WATER POLLUTION CONTROL ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-3. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The SUBRECIPIENT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the SUBRECIPIENT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4-4. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

SUBRECIPIENTS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

The undersigned [SUBRECIPIENT] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

4-5. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The SUBRECIPIENT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4-6. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- i. The SUBRECIPIENT agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and

records of the SUBRECIPIENT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The SUBRECIPIENT agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the SUBRECIPIENT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4-7. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The SUBRECIPIENT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4-8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4-9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, SUBRECIPIENT, or any other party pertaining to any matter resulting from the contract.

4-10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

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Attachment 1
HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Reach Out West End

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Reach Out West End and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and SUBRECIPIENT entered into the Underlying Agreement pursuant to which the SUBRECIPIENT provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to SUBRECIPIENT for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, SUBRECIPIENT is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to SUBRECIPIENT as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by SUBRECIPIENT during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless SUBRECIPIENT demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subSUBRECIPIENT that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - L. "Required by law" has the meaning given such term in 45 CFR §164.103.

- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "SubSUBRECIPIENT" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by SUBRECIPIENT of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, SUBRECIPIENT may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of SUBRECIPIENT under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), SUBRECIPIENT may:
 - 1) Use PHI and/or ePHI if necessary for SUBRECIPIENT's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of SUBRECIPIENT's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) SUBRECIPIENT obtains reasonable assurances, in writing, from the person to whom SUBRECIPIENT will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which SUBRECIPIENT disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by SUBRECIPIENT under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. SUBRECIPIENT agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. SUBRECIPIENT shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. SUBRECIPIENT agrees:
 - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to SUBRECIPIENT for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County agrees to make its best efforts to notify SUBRECIPIENT promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect SUBRECIPIENT's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request SUBRECIPIENT to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that SUBRECIPIENT can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of SUBRECIPIENT.** In connection with the use or disclosure of PHI and/or ePHI, SUBRECIPIENT agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). SUBRECIPIENT shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. SUBRECIPIENT shall promptly notify County if SUBRECIPIENT is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to SUBRECIPIENT of a use or disclosure of PHI and/or ePHI by SUBRECIPIENT in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subSUBRECIPIENTs that create, receive, maintain, transmit or access PHI on behalf of the SUBRECIPIENT agree through contract to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, SUBRECIPIENT's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by SUBRECIPIENT on behalf of County, for purposes of determining, investigating or auditing SUBRECIPIENT's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which SUBRECIPIENT shall promptly notify County upon SUBRECIPIENT's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent SUBRECIPIENT is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subSUBRECIPIENT of which SUBRECIPIENT becomes aware that constitute a material breach or violation of the subSUBRECIPIENT's obligations under the business associate contract with SUBRECIPIENT, and if such steps are unsuccessful, SUBRECIPIENT agrees to terminate its contract with the subSUBRECIPIENT if feasible.

5. **Obligations of SUBRECIPIENT.** In connection with the use or disclosure of PHI and/or ePHI, SUBRECIPIENT agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). SUBRECIPIENT shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. SUBRECIPIENT shall promptly notify County if SUBRECIPIENT is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to SUBRECIPIENT of a use or disclosure of PHI and/or ePHI by SUBRECIPIENT in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subSUBRECIPIENTs that create, receive, maintain, transmit or access PHI on behalf of the SUBRECIPIENT agree through contract to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, SUBRECIPIENT's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by SUBRECIPIENT on behalf of County, for purposes of determining, investigating or auditing SUBRECIPIENT's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which SUBRECIPIENT shall promptly notify County upon SUBRECIPIENT's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent SUBRECIPIENT is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subSUBRECIPIENT of which SUBRECIPIENT becomes aware that constitute a material breach or violation of the subSUBRECIPIENT's obligations under the business associate contract with SUBRECIPIENT, and if such steps are unsuccessful, SUBRECIPIENT agrees to terminate its contract with the subSUBRECIPIENT if feasible.

5. **Obligations of SUBRECIPIENT.** In connection with the use or disclosure of PHI and/or ePHI, SUBRECIPIENT agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). SUBRECIPIENT shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. SUBRECIPIENT shall promptly notify County if SUBRECIPIENT is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to SUBRECIPIENT of a use or disclosure of PHI and/or ePHI by SUBRECIPIENT in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subSUBRECIPIENTs that create, receive, maintain, transmit or access PHI on behalf of the SUBRECIPIENT agree through contract to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, SUBRECIPIENT's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by SUBRECIPIENT on behalf of County, for purposes of determining, investigating or auditing SUBRECIPIENT's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which SUBRECIPIENT shall promptly notify County upon SUBRECIPIENT's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent SUBRECIPIENT is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subSUBRECIPIENT of which SUBRECIPIENT becomes aware that constitute a material breach or violation of the subSUBRECIPIENT's obligations under the business associate contract with SUBRECIPIENT, and if such steps are unsuccessful, SUBRECIPIENT agrees to terminate its contract with the subSUBRECIPIENT if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** SUBRECIPIENT agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if SUBRECIPIENT uses or maintains electronic health records. SUBRECIPIENT shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to SUBRECIPIENT or SUBRECIPIENT needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, SUBRECIPIENT shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that SUBRECIPIENT creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance with the Security Rule by SUBRECIPIENT's workforce;
- F. In accordance with 45 CFR §164.308(b)(2), require that any subSUBRECIPIENTs that create, receive, maintain, transmit, or access ePHI on behalf of SUBRECIPIENT agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
- G. Report to County any security incident of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, SUBRECIPIENT shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, SUBRECIPIENT shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by SUBRECIPIENT as of the first day on which such breach is known to SUBRECIPIENT or, by exercising reasonable diligence, would have been known to SUBRECIPIENT, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of SUBRECIPIENT (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by SUBRECIPIENT:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by SUBRECIPIENT to have been accessed, acquired, used or disclosed during the breach;
- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
- d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- e) A brief description of what SUBRECIPIENT is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by SUBRECIPIENT, SUBRECIPIENT shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, SUBRECIPIENT shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If SUBRECIPIENT delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, SUBRECIPIENT shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the SUBRECIPIENT's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, SUBRECIPIENT agrees to pay any and all costs

associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish SUBRECIPIENT's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event SUBRECIPIENT's use or disclosure of PHI and/or ePHI violates the Privacy Rule, SUBRECIPIENT shall maintain documentation sufficient to demonstrate that all notifications were made by SUBRECIPIENT as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including SUBRECIPIENT's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) SUBRECIPIENT agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) SUBRECIPIENT agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after SUBRECIPIENT detects such incident. SUBRECIPIENT further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. SUBRECIPIENT agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subSUBRECIPIENTS, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents, employees, subSUBRECIPIENTS, agents or representatives from this Addendum. SUBRECIPIENT shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's indemnification to County as set forth herein. SUBRECIPIENT's obligation to defend, indemnify and hold harmless County shall be subject to County having given SUBRECIPIENT written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at SUBRECIPIENT's expense, for the defense or settlement thereof. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the SUBRECIPIENT from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to SUBRECIPIENT, or created or received by SUBRECIPIENT on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, SUBRECIPIENT shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the SUBRECIPIENT on behalf of County, and, in the event of destruction, SUBRECIPIENT shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subSUBRECIPIENTS or agents of SUBRECIPIENT. SUBRECIPIENT shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that SUBRECIPIENT determines that returning or destroying the PHI and/or ePHI is not feasible, SUBRECIPIENT shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by SUBRECIPIENT that return or destruction of PHI and/or ePHI is not feasible, SUBRECIPIENT shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as SUBRECIPIENT maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever SUBRECIPIENT is required to document or maintain documentation pursuant to the terms of this Addendum, SUBRECIPIENT shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of SUBRECIPIENT under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

Attachment 2

Examples of Allowable Activities under this Funding Opportunity

Activities are eligible for funding in two (2) areas, including (but not limited to):

- I. **Public outreach and education (including training for staff conducting outreach/education)**
 - A. Topics:
 1. COVID-19 vaccine facts
 2. COVID-19 vaccine – Why, How, What to Expect
 3. Schedule first and second doses, as needed.
 - B. Methods (English, Spanish, Purépecha):
 1. Social Media Activities (especially to reach younger populations).
 2. Radio Advertisements.
 3. Print media advertisements.
 4. Story Telling and Testimonials.
 5. Door-to-door outreach by Community Health Workers (Promotoras).
 6. Development of an app to provide education/outreach.
 7. Flyers, brochures, and other printed educational materials.
 8. Television Advertisements.
 9. Resource Book.
 10. CVHIP.com.
 11. Resource Referral Form/Process.
 12. Development of Case Studies.
 13. Coordination with County of Riverside Business Ambassador Program.
- II. **COVID-19 vaccine, Including Mobile Vaccination Sites**
 - A. Inform and refer people and businesses about existing COVID-19 vaccination sites
 1. Current information on testing locations and hours can be found at <https://www.ruhealth.org/covid-19-vaccine>
 2. Vaccination dates and hours may be adjusted to accommodate a large business or community but must be coordinated with CoR-Public Health
 3. CBOs may assist with transportation
 - B. COVID-19 Mobile Vaccination Sites
 1. CoR Mobile Teams will administer COVID-19 vaccine doses
 2. CoR will provide lists of vaccine recipients for follow-up appointments as needed
 3. CBOs will help identify locations, dates, and times for vaccination events
 4. CBOs will advertise the vaccination events and recruit participation from the community
 5. CBOs may assist with transportation
 6. Focus on high-risk communities

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COVID-19
Emergency Procurement Form
(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are **directly related to providing a safe and secure environment for the protection of the public and employee health.**

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to **report** COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: RUHS-PH Total Dollar Amount: \$2,730,000

Department Contact Name: Lucy Aldana Contact Phone: 951.534.7079

Vendor Name: REACH OUT WEST END INC

Date of Purchase: ASAP

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

The funding intends to support the work of CBOs and FBOs in the prevention, identification, and mitigation of COVID-19, and to assist with coordinating collaborative efforts to address COVID-19 related needs in communities that have been disproportionately impacted by the disease.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.



5/8/20

Department Head or designee Signature

Title

Date

SUBRECIPIENT AGREEMENT

for

CARES ACT RELIEF FUNDING FOR SKILLED NURSING FACILITIES

between

COUNTY OF RIVERSIDE

and

REGIONAL ACCESS PROJECT FOUNDATION



AUG 17 2021 3.34

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Exhibit D –Federal Provisions	
Exhibit E- Guidance for State, Territorial, Local, and Tribal Governments dated June 30, 2020	
Exhibit F- Coronavirus Relief Fund Frequently Asked Questions rev. July 8, 2020	
Attachment I- HIPAA Business Associate Attachment to the Agreement	

This Subrecipient Agreement ("Agreement"), made and entered into this 3rd day of Aug., 2020, by and between Regional Access Project Foundation, a California non-profit organization (herein referred to as "SUBRECIPIENT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health (herein referred to as "COUNTY").

RECITALS

WHEREAS, on March 4, 2020, the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, on March 10, 2020 the Board of Supervisors of the County of Riverside via Resolution No. 2020-062 proclaimed the existence of a Local Emergency in the County of Riverside regarding COVID-19;

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27, 2020, thereby establishing the Coronavirus Relief Fund;

WHEREAS, COUNTY has received an allocation of the Coronavirus Relief Fund ("CARES Act Funding") from the United States Federal Government under section 601(b) of the Social Security Act, as added by section 5001 of the CARES Act;

WHEREAS, the CARES Act provides that payments from the CARES Act Funding may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends of December 30, 2020;

WHEREAS, COUNTY desires the services and expertise provided by SUBRECIPIENT in order to reach out and assist local skilled nursing facilities' needs related to COVID-19;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Description of Services

1.1 SUBRECIPIENT shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Exhibit C, Skilled Nursing Facilities Funding Requirements, Exhibit D, Federal Provisions, Exhibit E, Guidance for State, Territorial, Local, and Tribal Governments dated June 30, 2020, Exhibit F, Coronavirus Relief Fund Frequently Asked Questions rev. July 8, 2020, and Attachment I, HIPAA Business Associate Attachment, to the Agreement.**1.2** SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 SUBRECIPIENT affirms this it is fully apprised of all of the work to be performed under this Agreement; and the SUBRECIPIENT agrees it can properly perform this work at the prices stated in Exhibit B. SUBRECIPIENT is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties ("Effective Date") and continues in effect through December 31, 2020, unless terminated earlier. SUBRECIPIENT shall commence performance upon Effective Date and shall diligently and continuously perform thereafter.

3. Compensation

3.1 COUNTY shall pay SUBRECIPIENT for services received, in an amount not to exceed ten percent (10%) of CARES Act funding allocated to eligible Skilled Nursing Facilities (SNFs) to cover

3.2 COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of CARES Act funding allocated to SUBRECIPIENT, pursuant to this Agreement, shall be expended by December 31, 2020. Any CARES Act funding paid to SUBRECIPIENT, but not expended by December 31, 2020 or not expended because of early termination of this Agreement, shall be returned to COUNTY immediately upon termination of this Agreement.

4. Availability of Funds/Non-Appropriation of Funds

The obligation of COUNTY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by the United States Federal Government. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, have no further force, and effect. In the event funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability for reduction of funding.

5. Termination for Convenience

5.1. COUNTY may terminate this Agreement without cause upon ten (10) calendar days' written notice served upon the SUBRECIPIENT stating the extent and effective date of termination.

5.2 After receipt of the notice of termination, SUBRECIPIENT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been

completed or continued, would have been required to be furnished to COUNTY.

5.3 After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.

5.4 In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6. **Termination for Cause**

6.1 COUNTY may, at any time, upon five (5) days written notice terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Causes shall include, but is not limited to:

- (a) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (b) use of, or permitting the use of CARES Act funding provided under this Agreement, for any ineligible expenses, as determined by the Department of Treasury;
- (c) any failure to comply with the deadlines set forth in this Agreement;
- (d) violation of any federal or state laws or regulations; or
- (e) withdrawal of federal expenditure authority.

This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339).

6.2 If the Agreement is federally or State funded, SUBRECIPIENT cannot be debarred from the System for Award Management (SAM). SUBRECIPIENT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central SUBRECIPIENT Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6.3 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

7. **Ownership/Use of Contract Materials and Products**

SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by COUNTY for any purpose that COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of COUNTY.

8. Conduct of Subrecipient/ Conflict of Interest

8.1 SUBRECIPIENT shall comply with all applicable requirements of State, Federal, and County of Riverside laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), 42 U.S.C. § 801, subsection (d), and the provisions set forth in Exhibit C of this Agreement. Additionally, SUBRECIPIENT shall comply with all applicable regulations and guidelines, including guidance issued by the Department of Treasury, which includes but is not limited to Guidance for State, Territorial, Local, and Tribal Governments dated June 30, 2020 (attached as Exhibit E) and Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020 (attached as Exhibit F).

8.2 SUBRECIPIENT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.3 SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

8.4 SUBRECIPIENT and its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. Inspection, Records, and Audits

9.1 All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. SUBRECIPIENT shall provide adequate cooperation to any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary materials or other requested items. SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Agreement at any time, upon reasonable notice to the SUBRECIPIENT.

9.2 SUBRECIPIENT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the SUBRECIPIENT's costs related to this Agreement. All such books, documents and records shall be maintained by SUBRECIPIENT for at least five years following termination of this Agreement and be available for audit by the COUNTY. SUBRECIPIENT shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

10. Confidentiality

10.1 SUBRECIPIENT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

“privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of SUBRECIPIENTS, subcontractors or suppliers in advance of official announcement.

10.2 SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT’s obligations under this Agreement. SUBRECIPIENT shall promptly transmit to the COUNTY all third party requests for disclosure of such information. SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

10.3 SUBRECIPIENT is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

11. Mutual Hold Harmless/Indemnification

11.1 Both Parties shall indemnify and hold harmless the other Party its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of the Indemnifying Party, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. The Indemnifying Party shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

11.2 With respect to any action or claim subject to indemnification herein by the Indemnifying Party, the Indemnifying party shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnified Party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes indemnification to Indemnitees as set forth herein.

11.3 The Indemnifying Party’s obligation hereunder shall be satisfied when the Indemnifying Party has provided to the Indemnatee the appropriate form of dismissal relieving Indemnatee from any liability for the action or claim involved.

11.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT’S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

11.5 Further, SUBRECIPIENT agrees to indemnify, defend, and hold harmless COUNTY for any sums the State or Federal government contends or determines SUBRECIPIENT used in violation of the Certification signed by COUNTY’s County Executive Officer (attached as Exhibit

G). SUBRECIPIENT shall immediately return to COUNTY any funds COUNTY or any responsible State or Federal agency, including the Department of Treasury, determines the SUBRECIPIENT has used in a manner that is inconsistent with this Agreement.

12. Insurance

12.1 Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) SUBRECIPIENT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the Country's Risk Manager, SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY,

or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that SUBRECIPIENT'S insurance shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

6) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13. Independent Contractor

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent SUBRECIPIENT and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT'S employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties; and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by

a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14. No Debarment or Suspension

SUBRECIPIENT certifies that it is no presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or and a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission or any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

15. Supplantation

All monies associated with this Agreement cannot be used to supplant current funding of existing COVID-19 related activities nor use payments from the funding of this Agreement to cover expenditures for which they will receive reimbursement.

16. Non-Discrimination

SUBRECIPIENT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) and all other applicable laws or regulations.

17. Disputes

17.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

17.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, CA 92503

SUBRECIPIENT

Regional Access Project Foundation
41-550 Eclectic St
Palm Desert, CA 92211

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. General

20.1 SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

20.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

20.3 SUBRECIPIENT shall comply with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

20.4 SUBRECIPIENT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

20.5 SUBRECIPIENT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.6 SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior

20.1 SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

20.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

20.3 SUBRECIPIENT shall comply with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

20.4 SUBRECIPIENT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

20.5 SUBRECIPIENT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.6 SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Name: George Johnson
Title: CEO

REGIONAL ACCESS PROJECT FOUNDATION

By: 
Name: Leticia DeLara
Title: Chief Executive Officer

Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE,

REGIONAL ACCESS PROJECT
FOUNDATION

_____ a political
subdivision of the State of California
By: _____
Title: _____

By: _____
Name: _____
Title: _____

[signature of previous page]

[signature on previous page]

RATIFIED BY:

By: Karen S. Spiegel
Name: Karen Spiegel

Title: Chair of the Board

AUG 17 2021

ATTEST: Kecia Harper, Clerk of the Board

By: [Signature]

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]
Susanna Oh, Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

A. SUBRECIPIENT Responsibilities:

1. Provide outreach and promotion of CARES Act funding availability to all eligible Skilled Nursing Facilities (SNF) in Riverside County. Each location within an organization can apply for and receive funds.
2. Provide information to interested, eligible organizations on how to apply for CARES Act funding, including providing copies of the Grant Application and Budget Template, if applicable.
3. Collect and review completed applications and budgets, and verify funding requests match pre-identified award Tiers (Exhibit C, SNF FUNDING REQUIREMENTS).
4. Subcontract with each eligible SNF outlining use of funds and reporting requirements.
5. Distribute funds in full to qualified members, and if applicable, intervene if redistribution of funds becomes necessary.
6. Maintain current liability insurance and valid license(s) for the operation of facility.
7. Receive and compile monthly progress reports from subcontractors and provide to Public Health by the 15th of the following month, along with a description of administrative oversight activities related to the CARES Act funding and related costs to date.
8. Share impact stories/photos.

B. COUNTY Responsibilities:

1. Provide a list of eligible SNFs identified by Tier.
2. Provide copies of the Grant Application and Budget Template, the Monthly Status Report, and if applicable, online access for the application and/or reporting process.
3. Provide CARES Act funding to SUBRECIPIENT.
4. Provide CARES Act funding to SUBRECIPIENT to use for Administrative Oversight for notifying, awarding, subcontracting, monitoring and reporting, etc., activities related to this funding.
5. Review monthly status reports and work with SUBRECIPIENT in the event that redistribution of funds becomes necessary.

/// /// ///

**EXHIBIT B
PAYMENT PROVISION**

A. SUBRECIPIENT will receive the equivalent of 10% of CARES Act funding allocated to eligible Skilled Nursing Facilities (SNFs) to cover administrative costs incurred as part of the Agreement. The amount allocated to SUBRECIPIENT will be distributed as follows:

SNF Allocation	\$6,650,000
SUBRECIPIENT 10% administrating fee	\$665,000
Total Amount of Allocation	\$7,315,000

B. All funds will be paid to SUBRECIPIENT once the Agreement is executed. Funds received are to be placed in a separate, non-interest-bearing account.

C. COUNTY and SUBRECIPIENT will comply with all audit requirements outlined in the agreement.

/// /// /// ///

**EXHIBIT C
SKILLED NURSING FACILITIES FUNDING REQUIREMENTS**

A. Funds will be distributed to each eligible Skilled Nursing Facility (SNF) location in Riverside County following the completion of an application process using the following Tiered System.

1. Tier I (Small) - A SNF with up to 49 licensed beds will be eligible for \$50,000 in CARES Act funding.
2. Tier II (Medium) – A SNF with 50 to 99 licensed beds will be eligible for \$100,000 in CARES Act funding.
3. Tier III (Large) – A SNF with 100 or more licensed beds will be eligible for \$200,000 in CARES Act funding.

B. Funds may be used only for expenditures necessary to address the current COVID-19 public health emergency. Funds may be used on one or more of the following COVID-Related activities (see examples) but may not be used to supplant other current funding of existing COVID-19 related activities.

1. Testing
 - Purchasing test kits
 - Hiring staff to perform activities related to COVID-19 testing
2. Personal Protective Equipment (PPE)
 - Purchasing N95 or other facemasks
 - Purchasing face shields, gowns, gloves, etc.
3. Infection Control
 - Purchasing cleaning/disinfecting supplies
 - Purchasing and installing clear barriers, such as sneeze guards and shields
4. Education and Outreach
 - Providing outreach to hard-to-reach communities
 - Purchasing educational materials for patients/family members
5. Training
 - Cost of providing training for staff on proper use of PPEs
 - Cost of providing training on new systems/practices for COVID-19 response

D. Recipients will provide monthly updates including the amount of funds spent, the remaining balance and brief bullet points on how funds were used (e.g., number of tests performed, number of persons contacted through outreach, items purchased, etc.).

E. If 50% or more of funds are not spent by September 30, 2020, the County reserves the right to reallocate the funds to another SNF within Riverside County if needed, preferably within the same parent organization, if applicable.

F. No funds are to be spent on COVID-19 related activities not identified in the application nor reallocated among an Organization's participating locations without first notifying the RAP Foundation and the County of the intention.

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**EXHIBIT D
FEDERAL PROVISIONS**

1. **ORDERS OF LOCAL, STATE OR FEDERAL HEALTH OFFICIALS; EXECUTIVE ORDERS.** County and SUBRECIPIENT mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and SUBRECIPIENT mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

a. In the event that such Official Actions make the services provided to the County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to SUBRECIPIENT in the manner described herein, and County and SUBRECIPIENT mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to SUBRECIPIENT pro-rated from the date of the Official Action, along with all other remaining sums due to SUBRECIPIENT, within thirty (30) calendar days from the date of that Official Action.

b. The parties acknowledge that SUBRECIPIENT is providing the services for emergency purposes at the request of the County under the California Emergency Services Act (the "Act" (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

c. This is an acknowledgement that FEMA financial assistance will be requested by the County or State and if provided will be used to fund all or a portion of this Agreement. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2. **NON-DISCRIMINATION.** SUBRECIPIENT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

3. **FAIR EMPLOYMENT PRACTICES/FEDERAL PROVISIONS.** During the performance of this Agreement, the SUBRECIPIENT shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. SUBRECIPIENT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

a. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

b. The SUBRECIPIENT shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

4. **OTHER FEDERAL PROVISIONS.** SUBRECIPIENT acknowledges and agrees that this Agreement is subject to the federal requirements for seeking FEMA reimbursements, including the federal provisions provided below.

4-1. CLEAN AIR ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-2. FEDERAL WATER POLLUTION CONTROL ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-3. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The SUBRECIPIENT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the SUBRECIPIENT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4-4. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

SUBRECIPIENTS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

The undersigned [SUBRECIPIENT] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By _____
Date _____

4-5. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The SUBRECIPIENT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4-6. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- i. The SUBRECIPIENT agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The SUBRECIPIENT agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the SUBRECIPIENT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4-7. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The SUBRECIPIENT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4-8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4-9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, SUBRECIPIENT, or any other party pertaining to any matter resulting from the contract.

4-10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

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EXHIBIT E
Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control. This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
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- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.
2. Public health expenses such as:
- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
-

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
 2. Damages covered by insurance.
 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
 5. Reimbursement to donors for donated items or services.
 6. Workforce bonuses other than hazard pay or overtime.
 7. Severance pay.
 8. Legal settlements.
-

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

EXHIBIT F

Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").⁵ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by

⁵ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-forState-Territorial-Local-and-Tribal-Governments.pdf>.

the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders. ***Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?***

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government’s per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State’s compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic. ***May funds be used to satisfy non-federal matching requirements under the Stafford Act?***

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Attachment I
HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Regional Access Project Foundation

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and SUBRECIPIENT and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and SUBRECIPIENT entered into the Underlying Agreement pursuant to which the SUBRECIPIENT provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to SUBRECIPIENT for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, SUBRECIPIENT is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to SUBRECIPIENT as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by SUBRECIPIENT during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless SUBRECIPIENT demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a SUBRECIPIENT that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
 - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
 - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
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- P. "SubSUBRECIPIENT" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by SUBRECIPIENT of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, SUBRECIPIENT may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of SUBRECIPIENT under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), SUBRECIPIENT may:
- 1) Use PHI and/or ePHI if necessary for SUBRECIPIENT's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of SUBRECIPIENT's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) SUBRECIPIENT obtains reasonable assurances, in writing, from the person to whom SUBRECIPIENT will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which SUBRECIPIENT disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by SUBRECIPIENT under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. SUBRECIPIENT agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
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- D. SUBRECIPIENT shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. SUBRECIPIENT agrees:
- 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to SUBRECIPIENT for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify SUBRECIPIENT promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect SUBRECIPIENT's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request SUBRECIPIENT to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that SUBRECIPIENT can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of SUBRECIPIENT.** In connection with the use or disclosure of PHI and/or ePHI, SUBRECIPIENT agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). SUBRECIPIENT shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. SUBRECIPIENT shall promptly notify County if SUBRECIPIENT is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to SUBRECIPIENT of a use or disclosure of PHI and/or ePHI by SUBRECIPIENT in violation of this Addendum.
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- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subSUBRECIPIENTS that create, receive, maintain, transmit or access PHI on behalf of the SUBRECIPIENT agree through contract to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, SUBRECIPIENT's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by SUBRECIPIENT on behalf of County, for purposes of determining, investigating or auditing SUBRECIPIENT's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which SUBRECIPIENT shall promptly notify County upon SUBRECIPIENT's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent SUBRECIPIENT is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subSUBRECIPIENT of which SUBRECIPIENT becomes aware that constitute a material breach or violation of the subSUBRECIPIENT's obligations under the business associate contract with SUBRECIPIENT, and if such steps are unsuccessful, SUBRECIPIENT agrees to terminate its contract with the subSUBRECIPIENT if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** SUBRECIPIENT agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if SUBRECIPIENT uses or maintains electronic health records. SUBRECIPIENT shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
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- 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to SUBRECIPIENT or SUBRECIPIENT needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, SUBRECIPIENT shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that SUBRECIPIENT creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by SUBRECIPIENT's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subSUBRECIPIENTs that create, receive, maintain, transmit, or access ePHI on behalf of SUBRECIPIENT agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, SUBRECIPIENT shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, SUBRECIPIENT shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by SUBRECIPIENT as of the first day on which such breach is known to SUBRECIPIENT or, by exercising reasonable diligence, would have been known to SUBRECIPIENT, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of SUBRECIPIENT (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by SUBRECIPIENT:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by SUBRECIPIENT to have been accessed, acquired, used or disclosed during the breach;
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- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what SUBRECIPIENT is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by SUBRECIPIENT, SUBRECIPIENT shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, SUBRECIPIENT shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If SUBRECIPIENT delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, SUBRECIPIENT shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the SUBRECIPIENT's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, SUBRECIPIENT agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish SUBRECIPIENT's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event SUBRECIPIENT's use or disclosure of PHI and/or ePHI violates the Privacy Rule, SUBRECIPIENT shall maintain documentation sufficient to demonstrate that all notifications were made by SUBRECIPIENT as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including SUBRECIPIENT's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) SUBRECIPIENT agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) SUBRECIPIENT agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after SUBRECIPIENT detects such incident. SUBRECIPIENT further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in

this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. SUBRECIPIENT agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subSUBRECIPIENTS, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents, employees, subSUBRECIPIENTS, agents or representatives from this Addendum. SUBRECIPIENT shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's indemnification to County as set forth herein. SUBRECIPIENT's obligation to defend, indemnify and hold harmless County shall be subject to County having given SUBRECIPIENT written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at SUBRECIPIENT's expense, for the defense or settlement thereof. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the SUBRECIPIENT from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to SUBRECIPIENT, or created or received by SUBRECIPIENT on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, SUBRECIPIENT shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the SUBRECIPIENT on behalf of County, and, in the event of destruction, SUBRECIPIENT shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subSUBRECIPIENTS or agents of SUBRECIPIENT. SUBRECIPIENT shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that SUBRECIPIENT determines that returning or destroying the PHI and/or ePHI is not feasible, SUBRECIPIENT shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by SUBRECIPIENT that return or destruction of PHI and/or ePHI is not feasible, SUBRECIPIENT shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as SUBRECIPIENT maintains such PHI and/or ePHI.

12. General Provisions.

- A. **Retention Period.** Whenever SUBRECIPIENT is required to document or maintain documentation pursuant to the terms of this Addendum, SUBRECIPIENT shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of SUBRECIPIENT under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by SUBRECIPIENT to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by SUBRECIPIENT pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

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COVID-19
Emergency Procurement Form
(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are **directly related to providing a safe and secure environment for the protection of the public and employee health.**

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to **report** COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: Emergency Management Department Total Dollar Amount: \$7,315,000

Department Contact Name: EMD: Renee Poselski (951-358-5864) and PH: Lucy Aldana/Teresa Diez (951- 358-5616)

Vendor Name: Regional Access Project Foundation

Date of Purchase: Date of execution of Agreement

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

COUNTY will pass-down CARES funding to Contractor to allocate the funding to eligible Skilled Nursing Facilities

to assist them with COVID19 related purchases.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

	Director	07/29/2020
Department Head or designee Signature	Title	Date

SUBRECIPIENT AGREEMENT

for

**FISCAL INTERMEDIARY AND COVID – 19 SUPPORT TO COMMUNITY BASED
ORGANIZATIONS AND FAITH-BASED ORGANIZATIONS IN THE COACHELLA
VALLEY AND EASTERN COACHELLA VALLEY**

between

COUNTY OF RIVERSIDE

and

THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO



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- Exhibit A -Scope of Service
- Exhibit B - 4th Quartile Census Tract – Riverside County
- Exhibit C - Parishes in Riverside County
- Exhibit D – Federal Provisions

This SUBRECIPIENT Agreement (“Agreement”), made and entered into this ____ day of November, 2020, by and between The Roman Catholic Bishop of San Bernardino, a corporation sole (herein referred to as "SUBRECIPIENT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health (herein referred to as "COUNTY").

RECITALS

WHEREAS, on March 4, 2020, the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, on March 10, 2020 the Board of Supervisors of the County of Riverside via Resolution No. 2020-062 proclaimed the existence of a Local Emergency in the County of Riverside regarding COVID-19;

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27, 2020, thereby establishing the Coronavirus Relief Fund;

WHEREAS, COUNTY has received an allocation of the Coronavirus Relief Fund (“CARES Act Funding”) from the United States Federal Government under section 601(b) of the Social Security Act, as added by section 5001 of the CARES Act;

WHEREAS, the CARES Act provides that payments from the CARES Act Funding may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends of December 30, 2020;

WHEREAS, COUNTY desires the services and support of SUBRECIPIENT to provide community outreach and information dissemination services related to COVID-19 through its network of catholic parishes.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Description of Services

1.1 SUBRECIPIENT shall provide certain community outreach and informational distribution services related to COVID-19 as more particularly outlined in Exhibit A, Scope of Services (the “Services”), in the areas described in Exhibit B, 4th Quartile Census Tract – Riverside County, in the Parishes as listed in Exhibit C, Parishes of Riverside County, with additional terms specified in Exhibit D, Federal Provisions.

1.2 SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the reasonable satisfaction of the COUNTY.

2. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties ("Effective Date") and continues in effect through December 30, 2020, unless terminated earlier under the terms of this Agreement or extended in writing by the parties. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

3. Grant of Funds

3.1 COUNTY shall grant SUBRECIPIENT the sum of Two Hundred Thousand Dollars (\$200,000.00) (the "Total Funding") to cover the cost and administrative overhead for the Services. The parties agree that fifteen percent (15%) of the Total Funding can be used for SUBRECIPIENT's overhead costs related to the Services. The remaining amount of the Total Funding is to be distributed to selected Catholic parishes located in high-risk zones as designated by the COUNTY. SUBRECIPIENT and the COUNTY shall determine the portion of the Total Funding that will be disbursed to each parish and each parish receiving funding shall use the funds received to perform the Services. COUNTY, in its sole discretion, shall make the final determination of all disbursements.

3.2 COUNTY is not responsible for any fees or costs incurred above or beyond the Total Funding and shall have no obligation to purchase any specified amount of services or products. One hundred percent (100%) of the Total Funding allocated to SUBRECIPIENT pursuant to this Agreement shall be expended by December 30, 2020. Any portion of the Total Funding not expended by the deadline expressed above or not expended because of early termination of this Agreement, shall be returned to COUNTY immediately upon termination of this Agreement.

3.3 SUBRECIPIENT shall be paid the entire allocated funding amount as specified in Section 3.1 above on or before November 1, 2020 and SUBRECIPIENT shall use these funds to provide the Services outlined in this Agreement.

4. Availability of Funds/Non-Appropriation of Funds

The obligation of COUNTY to grant the Total Funding under this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by the United States Federal Government. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, have no further force, and effect. In the event funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability for reduction of funding.

5. Termination for Convenience

5.1 COUNTY may terminate this Agreement without cause upon ten (10) calendar days' written notice served upon the SUBRECIPIENT stating the extent and effective date of termination.

5.2 After receipt of the notice of termination, SUBRECIPIENT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.3 After termination, SUBRECIPIENT shall return the portion of the Total Funding that was not expended, if any, to the County.

5.4 In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6. Termination for Cause

6.1 COUNTY may, at any time, upon five (5) days written notice terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Causes shall include, but is not limited to:

- (a) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (b) Use of, or permitting the use of funding provided under this Agreement, for any ineligible expenses, as determined by the Department of Treasury or by the California State Department of Public Health;
- (c) Any failure to comply with the deadlines set forth in this Agreement;
- (d) Violation of any federal or state laws or regulations; or
- (e) Withdrawal of federal expenditure authority.

This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339).

6.2 If the Agreement is federally or State funded, SUBRECIPIENT cannot be debarred from the System for Award Management (SAM). SUBRECIPIENT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central SUBRECIPIENT Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6.3 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

7. Ownership/Use of Contract Materials and Products

SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by COUNTY for any purpose that COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of COUNTY.

8. Conduct of Subrecipient / Conflict of Interest

8.1 SUBRECIPIENT shall comply with all applicable requirements required by the COUNTY. To the extent SUBRECIPIENT is required to comply with any State, Federal, and County of Riverside laws, executive orders, regulations, program and administrative requirements, policies or any other requirements that may govern the Services that SUBRECIPIENT is providing or the funding COUNTY is making available under this Agreement, COUNTY shall provide SUBRECIPIENT a list of the specific requirements that SUBRECIPIENT must follow to comply with such laws and regulations upon execution of this Agreement.

8.2 SUBRECIPIENT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that to the best of its knowledge, no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.3 SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

8.4 SUBRECIPIENT and its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. Inspection, Records, and Audits

9.1 SUBRECIPIENT Services shall be subject to inspection and test by the COUNTY or other regulatory agencies during the term of this Agreement. SUBRECIPIENT shall provide adequate cooperation to any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary materials or other requested items. SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance of the Services under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Agreement at any time, upon reasonable notice to SUBRECIPIENT.

9.2 SUBRECIPIENT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the SUBRECIPIENT's costs related to this Agreement. All such books, documents and records shall be maintained by SUBRECIPIENT for at least five years following termination of this Agreement and be available for audit by the COUNTY. SUBRECIPIENT shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

10. Confidentiality

10.1 SUBRECIPIENT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of SUBRECIPIENTs, subcontractors or suppliers in advance of official announcement.

10.2 SUBRECIPIENT shall protect from unauthorized disclosure the names and other identifying information concerning persons receiving Services pursuant to this Agreement, except for general statistical information not identifying any person. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall promptly transmit to the COUNTY all third party requests for disclosure of such information. SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

10.3 This Agreement and the Services provided by SUBRECIPIENT does not anticipate the use or disclosure of any protected health information ("PHI") of any individual. However to the extent any PHI may be disseminated in connection with this Agreement, the parties acknowledge that they will operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

11. Hold Harmless/Indemnification

11.1 SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature arising from any negligent or willful actions by SUBRECIPIENT. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

11.2 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.

11.3 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

11.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

12. Insurance

Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) SUBRECIPIENT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that SUBRECIPIENT'S insurance shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

6) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13. Independent Contractor

SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties; and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14. No Debarment or Suspension

SUBRECIPIENT certifies that it is no presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or and a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission or any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

15. Supplantation

All monies associated with this Agreement cannot be used to supplant current funding of existing COVID-19 related activities nor use payments from the funding of this Agreement to cover expenditures for which they will receive reimbursement.

16. Non-Discrimination

SUBRECIPIENT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification,

race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) and all other applicable laws or regulations.

17. Disputes

17.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

17.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, CA 92503

SUBRECIPIENT

**The Roman Catholic Bishop
of San Bernardino**
Attention: Ann Marie Gallant
1201 E. Highland Avenue
San Bernardino, CA 92404
Phone: 909-475-5441
Email: agallant@sbdioocese.org

With Copy To:
Wilfrid C. Lemann
Fullerton Lemann Schaefer & Dominick LLP
215 North D Street, First Floor
San Bernardino, CA 92401-1712
Phone: 909-889-3691
Email: blemann@flsd.com

race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101et seq.) and all other applicable laws or regulations.

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COUNTY OF RIVERSIDE

Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, CA 92503

SUBRECIPIENT

**The Roman Catholic Bishop
of San Bernardino**

Attention: Ann Marie Gallant
1201 E. Highland Avenue
San Bernardino, CA 92404
Phone: 909-475-5441
Email: agallant@sbdiocese.org

With Copy To:

Wilfrid C. Lemann
Fullerton Lemann Schaefer & Dominick LLP
215 North D Street, First Floor
San Bernardino, CA 92401-1712
Phone: 909-889-3691
Email: blemann@flsd.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. General

20.1 SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

20.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

20.3 SUBRECIPIENT shall comply with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation. COUNTY agrees that it will provide SUBRECIPIENT notice of any specific regulations that SUBRECIPIENT must follow with respect to the funding it is receiving under this Agreement or the performance of the Services.

20.4 [Intentionally Omitted]

20.5 SUBRECIPIENT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.6 SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO, a corporation sole

By: _____

Name: George Johnson

Title: CEO

Dated: _____

By: msgr. M. Lopez

Name: Msgr. General M. Lopez

Title: Vicar General / Chancellor

Dated: November 10, 2020

RATIFICATION:

By: Karen S. Spiegel

Name: ~~V. Manuel Perez~~ Karen Spiegel

Title: ~~Chairman~~ of the Board

AUG 17 2021

ATTEST: Kecia Harper, Clerk of the Board

By: [Signature]

By: [Signature]

Amrit P. Dhillon, Deputy County Counsel

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: _____

Amrit P. Dhillon, Deputy County Counsel

contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

20.9 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO, a corporation sole

By: [Signature]

By: _____

Name: George Johnson

Name:

Title: CEO

Title:

Dated: 11/16/20

Dated: _____

RATIFICATION:

By: _____

Name: ~~V. Manuel Perez~~ Karen Spiegel

Title: ~~Chairman~~ of the Board

ATTEST: Kecia Harper, Clerk of the Board

By: _____

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Amrit P. Dhillon, Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

**Roman Catholic Diocese of San Bernardino
Riverside Vicariate Regions**

General Provisions

The County of Riverside Department of Public Health enters into this agreement with the Roman Catholic Diocese of San Bernardino in order to increase public health information on the prevention, identification and mitigation of the COVID-19 virus, and to increase public information on the medical and scientific data on the virus and any related vaccinations.

Funding is provided to the Diocese in order to disseminate information to those communities that have been disproportionately impacted by the disease, and whose members are statistically shown to participate in the representative Diocesan parishes within the Coachella Valley, Eastern Coachella Valley and certain sub-communities within the Riverside Metropolitan area, where high-risk, multi-generational households exist.

The Diocese shall utilize funding, via its parishes, for expenditures necessary to educate, inform, train and support sound health, medical and scientific public education information which may mitigate the impact of COVID-19 within these targeted areas.

No funds shall be used to purchase incentives, provide stipends or allocated to other agencies or sub-agents of the Diocese, without the prior written approval of the County of Riverside Department of Public Health.

Diocesan Responsibilities shall include the following:

1. Allocate funds to 25 parishes in equity targeted areas within the County of Riverside, in accordance with the attached 4th Quartile Census Tract (Exhibit C) and the attached parish location listing (Exhibit D), to disseminate public education and information to high-risk communities on COVID-19.
2. Ensure that \$200,000 is expended, including invoicing, processing and payment, by December 30, 2020. Provide an accounting of total monies expended to the County on December 30, 2020, including plans to return any unspent monies as required by the CARES Act.
3. Document utilization of funding in accordance with this Scope of Services, including demographics of those served as much as feasible, given legal and practical timeline limitations.
4. Share data collected with County of Riverside Public Health by January 31, 2021.

5. Leverage existing Diocesan EOC public education, training and COVID-19 prevention information, presently used, to increase community outreach information to targeted populations.

County of Riverside Department of Public Health Responsibilities shall include the following:

1. Provide \$200,000 in funding to the Roman Catholic Diocese of San Bernardino in order to effectuate the community outreach, public education and information activities outlined within this scope of work.
2. Provide messaging materials, videos and educational materials on COVID-19 and any related vaccinations, to the Diocese, including multi-language variations if practical, to be used, modified or adapted by parishes, as needed, in order to reach the widest possible population census within targeted areas.
3. Provide information on County-funded programs, available to these targeted areas, in order to provide individual, household and community support in physical, mental, emotional and financial support.
4. Provide the Diocese with updated COVID-19 testing information, including availability of conducting on-site testing and vaccination clinics at designated parishes included within this scope of work.
5. Compensate the Diocese for administrative and program oversight of the scope of work, in an amount not to exceed 15% of the total award or \$30,000.

Activities Performed by Diocese under Aforementioned Scope of Services shall include:

1. Community outreach and dissemination of public health information and education materials to congregation, including staff and volunteers, in:
 - COVID-19 virus
 - Testing sites available within area
 - Rules for isolation and quarantine
 - Process for reporting and contact tracing of the virus
 - Information on flu vaccine and COVID-19 vaccine itself
 - Social service resources available to assist these high-risk, vulnerable populations in such areas as rental assistance, childcare, food insecurity support etc.
 - Information for individuals/households on connecting to healthcare resources within their immediate areas.
2. Methods of Communication (English, Spanish, Vietnamese, Korean, Filipino)
 - Parish social media accounts
 - Parish websites
 - Parish church bulletins, distributed on-line and weekly at services

- Targeted door-to-door, as determined necessary and beneficial by the parish administrator, given community realities
- Flyers distributed via parish food pantries, multi-times weekly
- Pastor/Deacon announcements during worship services daily/weekly, as applicable in each parish
- Parish pre-school and school distribution to students/families, as applicable to each parish site
- Parish ministry program distribution via social media communication networks now developed for ministries in family life, youth and young adult groups
- Distribution via social media through Hispanic Ministry Program, African American Ministry Program, Asian Ministry Program
- Utilization of EOC Ministry Program 'all-hands' email blasts to these areas, advising of information available at each designated parish.

3. Resource Distribution to Individuals/Households in Need

- Purchase and distribution of PPE, hygiene and sanitizing supplies for individuals and families in need such as indigent/economically disadvantaged via present food pantry distribution at parishes, to include any of the following items, as needed by recipients;
 - a. Hand sanitizers
 - b. Cleaning/disinfectant supplies for household use
 - c. Surgical gloves and masks for homeless/indigent

/// //// /// ///

EXHIBIT B
4th Quartile Census Tract – Riverside County

4th Quartile Tract Name	Community	2018 Tract Population
301.03	Riverside	2,228
303	Riverside	4,247
304	Riverside	6,321
305.01	Riverside	4,615
305.02	Riverside	2,092
305.03	Riverside	3,397
310.02	Riverside	5,365
313	Riverside	3,066
314.01	Riverside	7,728
402.03	Rubidoux	4,185
402.04	Rubidoux	4,073
403.01	Rubidoux	7,987
405.02	Glen Avon	6,585
405.03	Glen Avon	4,214
406.06	Mira Loma	3,585
410.01	Riverside	2,754
411.01	Riverside	6,148
411.02	Riverside	4,387
412.01	Riverside	4,320
412.02	Riverside	4,649
413.01	Riverside	3,822
414.1	Corona	2,618
414.11	Home Gardens	2,698
415	Corona	3,313
416	Corona	6,211
417.03	Corona	6,221
417.04	Corona	3,525
418.13	Corona	7,520
420.1	Mead Valley	6,241
422.09	Riverside	5,032
422.1	Riverside	4,750
424.04	Moreno Valley	2,332

2018 Tract Population	Community	2018 Tract Population
427.30	Romoland	5,668
427	Menifee	1,854
428	Perris	9,156
429.01	Good Hope	7,991
429.02	-	5,064
429.03	-	6,292
429.04	Mead Valley	10,407
430	Lake	6,623
430.03	Lake Elsinore	7,129
430.05	Lake Elsinore	5,724
430.06	Lake Elsinore	5,422
433.07	Hemet	6,471
433.08	East Hemet	2,845
433.09	Hemet	2,798
433.10	East Hemet	3,526
433.12	Hemet	4,256
433.13	East Hemet	4,005
434.01	Hemet	6,793
434.03	Hemet	2,708
434.04	Hemet	2,748
434.05	Hemet	4,179
435.0	Hemet	3,986
435.05	Hemet	3,074
435	Hemet	7,202
436	San Jacinto	4,643
436.02	San Jacinto	3,702
437.01	-	3,999
438.13	Banning	5,168
440.0	Beaumont	1,724
441.01	Banning	3,388
441.0	Banning	3,021
442.00	Banning	6,551

4th Quartile Tract Name	Community	2018 Tract Population	4th Quartile Tract Name	Community	2018 Tract Population
456.04	-	11,627	456	Oasis	6,747
457.03	Coachella	6,575	456	Thermal	4,395
457.04	Coachella	2,644	457	Thermal	4,395
457.05	Coachella	9,382	457	Thermal	4,395
457.06	Coachella	4,823	457.03	Coachella	6,575
461	Blythe	1,761	457.04	Coachella	2,644
462.00	-	3,565	457.05	Coachella	9,382
467.00	March ARB	4,667	457.06	Coachella	4,823
489.01	Moreno Valley	3,962	467.00	March ARB	4,667
489.02	Moreno Valley	7,627	489.01	Moreno Valley	3,962
9411.00	Cathedral City	1,937	489.02	Moreno Valley	7,627
County Total		541,601	9411.00	Cathedral City	1,937

4th Tract Quartile Name	Community	2018 Tract Population
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4th Tract Quartile Name	Community	2018 Tract Population
443.00	Banning	4,846
445.05	Thousand Palms	6,542
445.07	-	7,197
445.09	Desert Hot Springs	3,945
445.1	Desert Hot Springs	5,863
445.15	Garnet	3,669
445.22	Desert Hot Springs	3,905
446.06	Palm Springs	2,713
447.02	Cathedral City	1,720
449.07	Cathedral City	5,653
449.15	Cathedral City	7,096
452.07	Indio	5,314
452.1	Indio	5,655
453.02	Indio	4,221
453.03	Indio	2,733
455.01	Indio	5,740
455.02	Indio	3,828

4th Tract Quartile Name	Community	2018 Tract Population
424.05	Moreno Valley	5,243
425.05	Moreno Valley	3,670
425.08	Moreno Valley	5,625
425.09	Moreno Valley	3,334
425.1	Moreno Valley	5,520
425.11	Moreno Valley	3,461
425.12	Moreno Valley	3,377
425.14	Moreno Valley	3,094
425.15	Moreno Valley	4,074
425.16	Moreno Valley	4,260
425.17	Moreno Valley	3,223
425.19	Moreno Valley	1,861
425.2	Moreno Valley	4,751
426.17	Perris	11,412
426.18	Perris	9,031
427.06	Perris	8,480
427.23	Green Acres	6,487

EXHIBIT C**Parishes in Riverside County**

Parish	Phone Number	Address	Vicariate
Holy Spirit, Hemet	(951) 927-8544	PO Box 5268 Hemet, CA 92544	Hemet
St. Joseph Mission, San Jacinto	(951) 654-2086	PO Box 1027 San Jacinto, CA 92581	Hemet
St. James, Perris	(951) 657-2380	22190 Dunlap Dr. Perris, CA 92571	Hemet
St. Anthony, San Jacinto	(951) 654-7911	630 S Santa Fe Ave San Jacinto, CA 92583	Hemet
St. Christopher, Moreno Valley	(951) 924-1968	25075 Cottonwood Ave Moreno Valley, CA 92553	Hemet
Our Lady of Snows Chapel, Anza	(951) 763-5636	Cahuilla Indian Reservation Anza, CA 92539	Hemet
St. Mother Teresa of Calcutta Catholic Community, Winchester	(951) 325-7707	34750 Whisper Heights Winchester, CA 92596	Hemet
St. Rose of Lima Chapel, Anza	(951) 659-2708	Santa Rosa Indian Reservation Anza, CA 92539	Hemet
St. Catherine of Alexandria, Temecula	(951) 676-4403	41875 C St Temecula, CA 92592	Hemet
St. Martha, Murrieta	(951) 698-8180	37200 Whitewood Rd Murrieta, CA 92563	Hemet
St. Michael Chapel, Temecula	(951) 695-6659	Pechanga Indian Reservation Temecula, CA 92592	Hemet
St. Vincent Ferrer, Menifee	(951) 679-4531	27931 Murrieta Rd Menifee, CA 92586	Hemet
Sacred Heart, Anza	(951) 763-5636	PO Box 390118 Anza, CA 92539	Hemet
Our Lady of the Valley, Hemet	(951) 929-6131	780 S State St Hemet, CA 92543	Hemet
Queen of Angels, Idyllwild	(951) 659-2708	54525 N Circle Dr Idyllwild, CA 92549	Hemet
St. Patrick, Moreno Valley	(951) 485-6673	10915 Pigeon Pass Rd Moreno Valley, CA 92557	Hemet
St. Frances of Rome, Wildomar	(951) 674-6881	21591 Lemon St Wildomar, CA 92595	Hemet
St. Joan of Arc, Blythe	(760) 922-3261	875 E Chanslor Way Blythe, CA 92225	Low Desert

Parish	Phone Number	Address	Vicariate
Our Lady of Solitude, Palm Springs	(760) 325-3816	151 W Alejo Rd Palm Springs, CA 92262	Low Desert
Our Lady of Guadalupe, Palm Springs	(760) 325-5809	204 South Calle El Segundo Palm Springs, CA 92262	Low Desert
Christ of the Desert, Palm Desert	(760) 346-0089	73441 Fred Waring Dr Palm Desert, CA 92260	Low Desert
St. Mary of the Valley, Yucca Valley	(760) 365-2287	7495 Church St Yucca Valley, CA 92284	Low Desert
Our Lady of Soledad, Coachella	(760) 398-5577	52-525 Oasis Palm Ave Coachella, CA 92236	Low Desert
St. Francis of Assisi, La Quinta	(760) 564-1255	47225 Washington St La Quinta, CA 92253	Low Desert
St. Theresa, Palm Springs	(760) 323-2669	2800 E Ramon Rd Palm Springs, CA 92264	Low Desert
St. Louis, Cathedral City	(760) 328-2398	68633 C St Cathedral City, CA 92234	Low Desert
Our Lady of Perpetual Help, Indio	(760) 347-3507	45299 Deglet Noor St. Indio, CA 92201	Low Desert
Sanctuary of Our Lady of Guadalupe, Mecca	(760) 396-2717	65-100 Dale Kiler rd. Mecca, CA 92254	Low Desert
Blessed Sacrament, Twentynine Palms	(760) 367-3343	6785 Sage Ave Twentynine Palms, CA 92277	Low Desert
Mision Señor de la Misericordia, Coachella	(760) 398-5577	87217 Kokell Ave Thermal, CA 92274	Low Desert
Sacred Heart, Palm Desert	(760) 346-6502	43775 N Deep Canyon Rd Palm Desert, CA 92260	Low Desert
St. Elizabeth of Hungary, Desert Hot Springs	(760) 329-8794	66-700 Pierson Blvd Desert Hot Springs, CA 92240	Low Desert
Sacred Hearts of Jesus & Mary Chapel, Thermal	(760) 398-5577	Torres-Martinez Indian Reservation Thermal, CA 92274	Low Desert
San Felipe de Jesus Mission, Thermal	(760) 398-5577	67305 Hwy 86 Thermal, CA 92274	Low Desert
Our Lady of Guadalupe Shrine, Riverside	(951) 684-0279	2858 Ninth St Riverside, CA 92507	Riverside
St. Andrew Newman Center, Riverside	(951) 682-8751	105 W Big Springs Rd Riverside, CA 92507	Riverside
St. Mary Magdalene, Corona	(951) 277-1801	8540 Weirick Rd Corona, CA 92883	Riverside
St. Catherine of Alexandria, Riverside	(951) 781-9855	7005 Brockton Ave Riverside, CA 92506	Riverside

Parish	Phone Number	Address	Vicariate
Our Lady of Perpetual Help, Riverside	(951) 689-8921	5250 Central Ave Riverside, CA 92504	Riverside
St. Oscar Romero, Eastvale	(951) 893-1522	14395 Chandler St Eastvale, CA 92880	Riverside
Sacred Heart, Riverside	(951) 685-5058	9935 Mission Blvd Riverside, CA 92509	Riverside
St. Anthony, Riverside	(951) 352-8393	3074 Madison St Riverside, CA 92504	Riverside
St. Matthew, Corona	(951) 737-1621	2140 W Ontario Ave Corona, CA 92882	Riverside
St. Francis de Sales, Riverside	(951) 686-4004	4268 Lime St Riverside, CA 92501	Riverside
St. Andrew Kim, Riverside	(951) 352-8500	4750 Challen Ave. Riverside, CA 92503	Riverside
Queen of Angels, Riverside	(951) 689-3674	4824 Jones Ave Riverside, CA 92505	Riverside
St. Mel, Norco	(951) 737-7144	4140 Corona Ave Norco, CA 92860	Riverside
St. Thomas the Apostle, Riverside	(951) 689-1131	3774 Jackson St Riverside, CA 92503	Riverside
Corpus Christi, Corona	(951) 272-9043	3760 N McKinley St Corona, CA 92879	Riverside
St. Edward, Corona	(951) 549-6000	417 W Grand Blvd Corona, CA 92882	Riverside
St. John the Evangelist, Riverside	(951) 684-6864	3980 Opal St Riverside, CA 92509	Riverside
Our Lady of Guadalupe Mission (Belltown), Riverside	(951) 786-9410	2518 Hall Ave Riverside, CA 92509	Riverside

**EXHIBIT D
FEDERAL PROVISIONS**

1. **ORDERS OF LOCAL, STATE OR FEDERAL HEALTH OFFICIALS; EXECUTIVE ORDERS.** County and SUBRECIPIENT mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and SUBRECIPIENT mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

a. In the event that such Official Actions make the services provided to the County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to SUBRECIPIENT in the manner described herein, and County and SUBRECIPIENT mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to SUBRECIPIENT pro-rated from the date of the Official Action, along with all other remaining sums due to SUBRECIPIENT, within thirty (30) calendar days from the date of that Official Action.

b. The parties acknowledge that SUBRECIPIENT is providing the services for emergency purposes at the request of the County under the California Emergency Services Act (the "Act" (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

c. This is an acknowledgement that FEMA financial assistance will be requested by the County or State and if provided will be used to fund all or a portion of this Agreement. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2. **NON-DISCRIMINATION.** SUBRECIPIENT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

3. **FAIR EMPLOYMENT PRACTICES/FEDERAL PROVISIONS.** During the performance of this Agreement, the SUBRECIPIENT shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. SUBRECIPIENT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

a. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

b. The SUBRECIPIENT shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

4. **OTHER FEDERAL PROVISIONS.** SUBRECIPIENT acknowledges and agrees that this Agreement is subject to the federal requirements for seeking FEMA reimbursements, including the federal provisions provided below.

4-1. CLEAN AIR ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-2. FEDERAL WATER POLLUTION CONTROL ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The SUBRECIPIENT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-3. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The SUBRECIPIENT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the SUBRECIPIENT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4-4. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

SUBRECIPIENTS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [SUBRECIPIENT] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

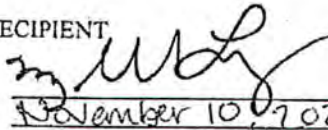
C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By
Date


November 10, 2020

4-5. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The SUBRECIPIENT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4-6. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- i. The SUBRECIPIENT agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and

records of the SUBRECIPIENT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The SUBRECIPIENT agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the SUBRECIPIENT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4-7. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The SUBRECIPIENT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4-8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The SUBRECIPIENT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4-9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, SUBRECIPIENT, or any other party pertaining to any matter resulting from the contract.

4-10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

//////

COVID-19 Emergency Procurement Form

(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are **directly related to providing a safe and secure environment for the protection of the public and employee health.**

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to **report** COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: Public Health Total Dollar Amount: \$311,667 increase (\$561,667 total contract amount)

Department Contact Name: Lucy Aldana Contact Phone: 951-358-5012

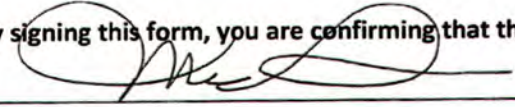
Vendor Name: The Roman Catholic Bishop of San Bernardino

Date of Purchase: ASAP

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

Amendment to include COVID-19 vaccination outreach.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

 Asst AH Director 5/14/21
Department Head or designee Signature Title Date

COUNTY OF RIVERSIDE
 AMENDMENT NO. 1 TO THE SUBRECIPIENT AGREEMENT
 WITH
 THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO

Original Contract Term: July 1, 2020 through December 31, 2020
 Contract Term Extended To: March 31, 2022
 Effective Date of Amendment: December 31, 2020
 Original Contract Amount: \$230,000
 Amended Contract Amount: \$591,667 (an increase of \$361,667)

This Amendment No. 1 (Amendment) to the Fiscal Intermediary and COVID-19 Support to Community Based Organizations and Faith-Based Organizations in the Coachella Valley and Eastern Coachella Valley Subrecipient Agreement (Agreement) entered into on November 11, 2020, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Health ("COUNTY"), and The Roman Catholic Bishop of San Bernardino, a California nonprofit corporation, ("SUBRECIPIENT"), is now amended as follows:

Article 2, Period of Performance, first sentence is deleted in its entirety and replace with the following: "This Agreement shall be effective from July 1, 2020 (the "Effective Date") and continue in effect through March 31, 2022."

Article 3, Grant of Funds, Section 3.1, first sentence is deleted in its entirety and replace with the following: "COUNTY shall grant SUBRECIPIENT the sum of five hundred ninety-one thousand, six hundred sixty-seven dollars (\$591,667). SUBRECIPIENT shall receive 50% of the ELC2 and 50% of the ELC3 increased funding up-front upon execution of this Agreement."

Article 3, Grant of Funds, Section 3.2, second sentence is deleted in its entirety and replace with the following: "One hundred percent (100%) of the increased allocation to SUBRECIPIENT, pursuant to this Agreement, shall be expended by the datelines as follows:

Funding Source	Amount	Expenditure Deadline
CARES Funding	\$230,000	6/30/2021
Epidemiology and Laboratory Capacity - Enhancing Detection (ELC2)	\$111,667	9/30/2021
Epidemiology and Laboratory Capacity - Enhancing Detection Expansion (ELC3)	\$250,000	3/31/2022

Article 3, Grant of Funds, Section 3.3, to delete in its entirety.

Article 10.3, Confidentiality, Section 10.3, to add the following sentence at the end of the paragraph: "Please refer to Attachment I of this Agreement."

Article 21, Subcontractors/CBOs, is hereby added to this Agreement, and shall read:

“ 21.1 Subcontractors or community based organizations (CBOs) are to be used to accomplish part of the services of this Agreement, SUBRECIPIENT shall establish a written agreement between the subcontractor(s)/COBs and must include Health Insurance Portability & Accountability Act (HIPAA) and Business Associate Addendum (BAA); insurance language and retention of records language for auditing purposes.

21.2 SUBRECIPIENT shall receive and compile progress reports from subcontractors/CBOs and provide them to COUNTY by the 15th of the following month. Progress reports will include a highlight of activities conducted (e.g., number of tests performed at the testing event, number of persons contacted through outreach, numbers of supplies distributed, etc.), dollars spent and encumbered, and any administrative costs incurred.”

Exhibit A-1, SCOPE OF SERVICES for Riverside Vicariate Regions – ELC2 Funding, consisting of three (3) pages, is hereby made part this Agreement.

Exhibit B-1, PAYMENT PROVISION for Riverside Vicariate Regions – ELC2 Funding, consisting of two (2) page, is hereby made part of this Agreement.

Exhibit A-2, SCOPE OF SERVICES for Riverside Vicariate Regions – ELC3 Funding, consisting of four (4) pages, is hereby made part this Agreement.

Exhibit B-2, PAYMENT PROVISION for Riverside Vicariate Regions – ELC3 Funding, consisting of two (2) page, is hereby made part of this Agreement.

Attachment 1, HIPAA Business Associate Agreement is made part of this Agreement.


All other terms and conditions of the Agreement not modified herein shall remain unchanged.

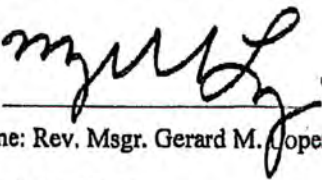
[SIGNATURES PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO, a corporation sole

By: 
Name: Jeffrey A. Van Wagenen, Jr.
Title: CEO

By: 
Name: Rev. Msgr. Gerard M. Lopez
Title: Vicar General

Dated: 5.11.21

Dated: 3/24/2021

RATIFICATION:

By: _____
Karen Spiegel
Chair of the Board of Supervisors

ATTEST: Kecia Harper, Clerk

By: _____

APPROVED AS TO FORM:

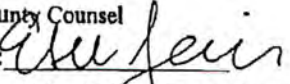
Gregory P. Priamos,
County Counsel
By: 
Esen Sainz, Deputy County Counsel

EXHIBIT A-1

SCOPE OF SERVICES

Riverside Vicariate Regions – ELC2 Funding
(Low Desert, Hemet and Riverside Metro)

General Provisions

The County of Riverside Department of Public Health enters into this Scope of Work, as an addendum to its agreement with the Roman Catholic Diocese of San Bernardino in order to increase public health information on the prevention, identification and mitigation of the COVID 19 virus, including medical and scientific data on the virus and related vaccinations.

Funding is provided to the Diocese in order to impact those communities that have been disproportionately impacted by the disease, and whose members are statistically shown to participate in the representative Diocesan parishes within the Coachella Valley, Eastern Coachella Valley, Hemet/San Jacinto valley and certain sub-communities within the Riverside Metropolitan area, where high-risk, multi-generational households exist.

The Diocese may utilize funding, directly via its Emergency Operations Collaborative (EOC) administrative office, which oversees pandemic management for its Riverside County parishes, OR, via its parishes in these areas, directly, for expenditures necessary to educate, inform, train and support sound health, medical and scientific public education information which may mitigate the impact of COVID 19 within these targeted areas.

No funds will be used to purchase incentives, provide stipends or allocated to other agencies or sub-agents of the Diocese, without the prior approval of the County of Riverside Department of Public Health.

Diocesan Responsibilities

1. Allocate funds to a maximum of ten (10) parishes in equity targeted areas within the County of Riverside, in accordance with attached parish location listing, to effectuate public education and information to high-risk communities, where public information and education on recurrent testing and vaccination advocacy is most critical.
2. Ensure that \$111,667 is expended, including invoicing, processing and payment, by September 30, 2021.
3. Expend no more than \$16,500 on administrative costs, including any part-time, temporary personnel necessary to effectuate the programs/projects included within this Scope of Work.

4. Document utilization of funding in accordance with this Scope of Work, including demographics of those served as much as feasible, given legal and practical timeline limitations.
5. Leverage existing Diocesan EOC public education, training and COVID communications systems, including but not limited to: Diocesan websites; Diocesan social media; parish websites; parish social media; special EOC newsletters; special parish bulletins and pandemic ALERTS prepared and distributed to the targeted areas; Episcopal public media announcements by Diocesan leadership; key messaging by 'boots on the ground' leadership within community 'sub-groups' presently served, all of which increases community outreach/public education and vaccination response to targeted populations.

County of Riverside Department of Public Health Responsibilities

1. Provide \$111,667 in funding to the Roman Catholic Diocese of San Bernardino in order to effectuate the community outreach, public education and information activities outlined within this Scope of Work.
2. Provide messaging materials, videos and educational materials on COVID 19 and related vaccinations, to the Diocese, including multi-language variations if possible, to be used, modified or adapted by Diocesan EOC and parishes, as needed, in order to reach the widest possible population census within the targeted areas served via this Scope of Work.
3. Provide information on County funded programs, available to these targeted areas, in order to provide individual, household and community support in physical, mental, emotional and financial support.
4. Provide the Diocese with updated COVID testing information, including availability of conducting on-site testing and vaccination clinics at designated parishes, as requested by Department of Public Health, which are based on equity analysis of under-served zip codes.
5. Compensate the Diocese for administrative and program oversight of the scope of work, in an amount not to exceed 15% of the total award or \$16,750.

Activities Performed by Diocese Under Aforementioned Scope of Work, Exhibit A-1

1. Community outreach and dissemination of public health information and education materials to congregation, including staff and volunteers, in:
 - COVID 19 vaccination advocacy
 - Recurrent testing sites within area
 - Rules for continued COVID 19 safety protocols, including use of masks, distancing, sanitizing, isolation and quarantine
 - Medical and scientific facts on efficacy of COVID vaccines

- Social service resources available to assist these high-risk, vulnerable populations in such areas as rental assistance, childcare, food insecurity support etc.
- Behavioral health assistance needed, as a result of COVID 19
- Information for individuals/households on connecting to healthcare resources within their immediate areas.

2. Methods of Communication (English, Spanish, Vietnamese, Korean, Filipino)

- Diocesan/Parish websites
- Diocesan/Parish social media accounts
- Parish church bulletins, distributed on-line and weekly at services
- Targeted door-to-door, as determined necessary and beneficial by the parish administrator, given community realities
- Flyers distributed via parish food pantries, multi-times weekly
- Pastor/Deacon announcements during worship services daily/weekly, as applicable in each parish
- Parish pre-school and school distribution to students/families, as applicable to each parish site
- Parish ministry program distribution via social media communication networks now developed for ministries in family life, youth and young adult groups
- Distribution via social media through Hispanic Ministry Program, African American Ministry Program, Asian Ministry Program
- Recurrent and proactive public service announcements by key community and pastoral leaders, advocating recurrent testing; vaccination advocacy; FAQs on medical and scientific facts on vaccine efficacy, health threats etc.

3. Resource Distribution to Individuals/Households in Need

- Purchase and distribution of PPE, hygiene and sanitizing supplies for individuals/families in need, such as indigent/economically disadvantaged. via present food pantry distribution at parishes, to include any of the following items, IF needed:
 - a. Hand sanitizers
 - b. Cleaning/disinfectant supplies for household use
 - c. Surgical gloves and masks for homeless/indigent

Scope of Services, Exhibit A-1

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EXHIBIT B - 1

PAYMENT PROVISIONS

Riverside Vicariate Regions – ELC2 Funding
(Low Desert, Hemet and Riverside Metro)

CONTRACTOR shall be entitled to receive payment for services rendered pursuant to this Agreement as follows:

Grant Operational Budget

Source of Funds: ELC – Enhancing Detection **\$111,667**

Use of Funds: Assistance to Parishes in Targeted Areas

Media Blitz: Recurrent COVID Testing/Vaccine Advocacy (PSAs, radio/public access messaging in Spanish, Purepecha, Mayan, 'street Spanish' on local and Subregional stations, including translation of scripts; April, May and June 2021)	\$43,500
Media Blitz: (Same; July, August, September 2021)	\$37,500
Technology Upgrades: (Media Blitz's on public access channels operated by community leaders and community advocacy groups requires Ipads and Internet access upgrades; also includes Ipads or laptops for door-to-door canvassing teams.)	\$10,000
COVID Supplies: (If needed, based upon observations by door-to-door canvassing teams.)	\$ 3,917
Administrative Fees: (Grant management and oversight; funds will be used to augment aforementioned grant operational and implementation programs, if any exceed budget estimates.)	\$16,750

Invoicing

- A. SUBRECIPIENT shall submit invoices for ELC2 funding on a quarterly basis.
- B. SUBRECIPIENT shall be paid only in accordance with an invoice submitted to the COUNTY by SUBRECIPIENT as specified below in Section 3, Grant of Funds, and the COUNTY shall pay the invoice within thirty (30) working days from the date of

EXHIBIT B - 1

PAYMENT PROVISIONS

Riverside Vicariate Regions – ELC2 Funding
(Low Desert, Hemet and Riverside Metro)

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Administrative Fees: (Grant management and oversight; funds will be used to augment aforementioned grant operational and implementation programs, if any exceed budget estimates.) **\$16,750**

Invoicing

- A. SUBRECIPIENT shall submit invoices for ELC2 funding on a quarterly basis.
- B. SUBRECIPIENT shall be paid only in accordance with an invoice submitted to the COUNTY by SUBRECIPIENT as specified below in Section 3, Grant of Funds, and the COUNTY shall pay the invoice within thirty (30) working days from the date of

receipt of the invoice. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
RIVCOPH-AP@ruhealth.org

- C. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#21-029); grant number (insert grant #HS100176); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

Advancement

SUBRECIPIENT shall receive fifty percent (50%) upfront of the increased ELC2 funding upon execution of this Amendment.

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EXHIBIT A-2

SCOPE OF SERVICES

Riverside Vicariate Regions – ELC3 Funding
(Low Desert, Hemet and Riverside Metro)

Background

COUNTY enters into this Scope of Service, as an addendum to its agreement with the Roman Catholic Diocese of San Bernardino in order to increase public health information on the prevention, identification and mitigation of the COVID 19 virus, including medical and scientific data on the virus and related vaccinations.

Funding is provided to the Diocese in order to impact those communities that have been disproportionately impacted by the disease, and whose members are statistically shown to participate in the representative Diocesan parishes within the Coachella Valley, Eastern Coachella Valley, Hemet/San Jacinto valley and certain sub-communities within the Riverside Metropolitan area, where high-risk, multi-generational households exist.

The SUBRECIPIENT may utilize funding, directly via its Emergency Operations Collaborative (EOC) administrative office, which oversees pandemic management for its Riverside County parishes, OR, via its parishes/schools in these areas, directly, for expenditures necessary to educate, inform, train and support sound health, medical and scientific public education information which may mitigate the impact of COVID 19 within these targeted areas. In addition, the revised budget includes an allocation for food insecurity programs targeting low-income/poverty level students within the area at Diocesan schools, as well as indigent/poor/homeless who are regular users of the twenty plus food pantries operated in these areas by the SUBRECIPIENT.

No funds will be used to purchase incentives, provide stipends or allocated to other agencies or sub-agents of the Diocese, without the prior approval of the County of Riverside Department of Public Health.

Diocesan Responsibilities

1. Allocate funds to approximately six (6) parishes and (6) parish schools, located in what continues to be a high-risk area of positive COVID cases in equity targeted areas within the County of Riverside, specifically Eastern Coachella Valley including, but not limited to Coachella/Mecca/Thermal; Indio; Hemet; San Jacinto; Perris; Corona. Funds will be used to effectuate public education and information to high-risk communities, where public information and education on recurrent testing and vaccination advocacy is

most critical. Parishes/schools average 56-87% LatinX and 42-64% low/very low income.

2. Selection of Diocesan parish and parish/school locations have been based upon ethnic concentrations and poverty level, in addition to the high-risk COVID positivity calculations, as defined by the County of Riverside.
3. Ensure that \$250,000 is expended, including invoicing, processing and payment, by March 31, 2022.
4. Expend no more than \$37,500 on administrative costs, including any part-time, temporary personnel necessary to effectuate the programs/projects included within this Scope of Work.
5. Document utilization of funding in accordance with this Scope of Work, including demographics of those served as much as feasible, given legal and practical timeline limitations.
6. Leverage existing Diocesan EOC public education, training and COVID communications systems, including but not limited to: Diocesan websites; Diocesan social media; parish websites; parish social media; special EOC newsletters; special parish bulletins and pandemic ALERTS prepared and distributed to the targeted areas; Episcopal public media announcements by Diocesan leadership; key messaging by 'boots on the ground' leadership within community 'sub-groups' presently served, all of which increases community outreach/public education and vaccination response to targeted populations.
7. Launch an expanded Scope of Work via this amendment to the original grant addendum, which includes COVID vaccine advocacy; public health and safety information to students and student families, now permitted to return to campus for education, but which are at continued risk of COVID 19 and its virus variants; education and training in this outreach for parish teachers/staff and volunteer classroom aides, to ensure on-site COVID safety practices at all times; technology assistance for those severely impacted by remote learning, whose skills have deteriorated due to limited technology access via remote learning, or physical/mental/emotional ability to learn remotely. This will also include assistance to low-income students whose health, nutrition and family food supplies have been impacted due to loss of income by one or more family members, due to COVID business closures or reductions in staffing – some of which may not have opportunity to be re-hired.

County Responsibilities

1. Provide \$250,000 in funding to SUBRECIPIENT in order to effectuate the community outreach, public education and information activities outlined within this Scope of Work.
2. Provide messaging materials, videos and educational materials on COVID 19 and related vaccinations, to SUBRECIPIENT, including multi-language variations if possible, to be used, modified or adapted by Diocesan EOC and parishes, as needed,

in order to reach the widest possible population census within the targeted areas served via this Scope of Work.

3. Provide information on County funded programs, available to these targeted areas, in order to provide individual, household and community support in physical, mental, emotional and financial support, with a particular focus on children impacted by COVID pandemic.
4. Provide SUBRECIPIENT with updated COVID testing information, including availability of conducting on-site testing and vaccination clinics at designated parishes, as requested by COUNTY, which are based on equity analysis of under-served zip codes.
5. Compensate SUBRECIPIENT for administrative and program oversight of the scope of work, in an amount not to exceed 15% of the total award or \$37,500.

Activities Performed by SUBRECIPIENT Under Aforementioned Scope of Work

1. Community outreach and dissemination of public health information and education materials to congregation; parish staff and volunteers; school staff/volunteers; students, parents and related households in:
 - COVID 19 vaccination advocacy
 - Recurrent testing sites within area
 - Rules for continued COVID 19 safety protocols, including use of masks, distancing, sanitizing, isolation and quarantine
 - Medical and scientific facts on efficacy of COVID vaccines, including impacts and viability in children within designated age groups; those with disabilities and limited learning capacities.
 - Social service resources available to assist these high-risk, vulnerable populations in such areas as rental assistance, childcare, food insecurity support etc.
 - Behavioral health assistance needed, as a result of COVID 19
 - Information for individuals/households/children on connecting to healthcare resources within their immediate areas.
2. Methods of Communication (English, Spanish, Vietnamese, Korean, Filipino)
 - Diocesan/Parish/School websites
 - Diocesan/Parish/School social media accounts
 - Parish church bulletins and principal/teacher eblast communications, distributed on-line and weekly at services or during weekly on-site campus learning
 - On-line/remote learning channels, for those students remaining at-home and completing coursework via technology
 - Targeted door-to-door, as determined necessary and beneficial by the parish administrator, given community realities
 - Flyers distributed via parish food pantries, multi-times weekly
 - Pastor/Deacon announcements during worship services daily/weekly, as applicable in each parish

- Parish pre-school and school distribution to students/families, as applicable to each parish site
- Parish ministry/school outreach program distribution via social media communication networks now developed for ministries in family life, youth and young adult groups
- Recurrent and proactive public service announcements by key community and pastoral leaders, advocating recurrent testing; vaccination advocacy; FAQs on medical and scientific facts on vaccine efficacy, health threats etc.

3. Resource Distribution to Children/Adults/Households in Need

- Purchase and distribution of PPE, hygiene and sanitizing supplies for students/families in need, to ensure safe classrooms and school environments.
- Purchase for inventory and 'check-out', student-learning devices such as iPads for use by under-served students, who are indigent/economically disadvantaged or struggle with learning/language issues to ensure learning recovery and continuity as result of pandemic.
- Purchase and upgrade, if necessary, expanded Internet/Zoom or Google Classroom fees to facilitate learning recovery, particularly for those students/families that elect to have children remain at home until vaccine herd immunity is reached, or due to the high-risk nature of the multi-generational household.
- Address Food Insecurity issues in these low-income, COVIC impacted families at or below poverty level, to ensure sound health, nutrition and basic food needs to children, indigents, immigrants, poor and under-served households.
- Distribute PPE, via present food pantry distribution network at parishes, to include any of the following items, IF needed:
 - d. Hand sanitizers
 - e. Cleaning/disinfectant supplies for household use
 - Surgical gloves and masks for homeless/indigent

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EXHIBIT B-2

PAYMENT PROVISIONS

Riverside Vicariate Regions – ELC3
(Low Desert, Hemet, Riverside Metro)

Grant Operational Budget

Source of Funds: ELC – Enhancing Detection Expansion (ELC3) **\$250,000**

Use of Funds: Assistance to Targeted Parishes/Schools

Media Blitz: Recurrent COVID Testing/Vaccine Advocacy (PSAs, radio/public access messaging in Spanish, Purepecha, Mayan, ‘street Spanish’ on local and Subregional stations, including translation of scripts; March 2021 – December 2021) **\$ 57,500**

Food Insecurity Program: Includes food boxes for breakfasts, lunches for low-income students and food pantry boxes for low-income households impacted by COVID due to under/unemployment in high impacted industries such as hospitality. **\$ 73,500**

Technology Upgrades: (Media Blitz’s on public access channels operated by community leaders and community advocacy groups requires iPads and Internet access upgrades; also includes iPads or laptops for door-to-door canvassing teams; iPads for students requiring learning recovery assistance due to remote learning.) **\$ 45,500**

COVID Supplies/Sanitizing (As needed, based upon as a result of expansion to ‘red’ tier, and re-opening of schools for on-campus learning.) **\$ 36,000**

Administrative Fees: (Grant management and oversight; funds will be used to augment aforementioned grant operational and implementation programs, if any exceed budget estimates.) **\$ 37,500**

NET \$ 0

Invoicing

1. SUBRECIPIENT shall submit invoices for ELC3 funding on a quarterly basis.
2. SUBRECIPIENT shall be paid only in accordance with an invoice submitted to the COUNTY by SUBRECIPIENT as specified below in Section 3, Grant of Funds, and the COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
RIVCOPH-AP@ruhealth.org

3. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#21-029); grant number (insert grant #HS100181); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

Advancement

SUBRECIPIENT shall receive fifty percent (50%) upfront of the increased ELC3 funding upon execution of this Amendment.

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Attachment I
HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and The Roman Catholic Bishop of San Bernardino

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and The Roman Catholic Bishop of San Bernardino and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and SUBRECIPIENT entered into the Underlying Agreement pursuant to which the SUBRECIPIENT provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to SUBRECIPIENT for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, SUBRECIPIENT is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to SUBRECIPIENT as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by SUBRECIPIENT during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

- (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless SUBRECIPIENT demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subSUBRECIPIENT that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "SubSUBRECIPIENT" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by SUBRECIPIENT of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, SUBRECIPIENT may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of SUBRECIPIENT under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), SUBRECIPIENT may:
 - 1) Use PHI and/or ePHI if necessary for SUBRECIPIENT's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of SUBRECIPIENT's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) SUBRECIPIENT obtains reasonable assurances, in writing, from the person to whom SUBRECIPIENT will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which SUBRECIPIENT disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by SUBRECIPIENT under this Addendum provided that the de-identification conforms to the requirements of the Privacy

Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. SUBRECIPIENT may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. SUBRECIPIENT agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. SUBRECIPIENT shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. SUBRECIPIENT agrees:
- 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to SUBRECIPIENT for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify SUBRECIPIENT promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect SUBRECIPIENT's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify SUBRECIPIENT in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect SUBRECIPIENT's use or disclosure of PHI and/or ePHI.

- D. County agrees not to request SUBRECIPIENT to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
 - E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that SUBRECIPIENT can perform its obligations under this Addendum and/or Underlying Agreement.
5. **Obligations of SUBRECIPIENT.** In connection with the use or disclosure of PHI and/or ePHI, SUBRECIPIENT agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). SUBRECIPIENT shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. SUBRECIPIENT shall promptly notify County if SUBRECIPIENT is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to SUBRECIPIENT of a use or disclosure of PHI and/or ePHI by SUBRECIPIENT in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subSUBRECIPIENTs that create, receive, maintain, transmit or access PHI on behalf of the SUBRECIPIENT agree through contract to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, SUBRECIPIENT's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by SUBRECIPIENT on behalf of County, for purposes of determining, investigating or auditing SUBRECIPIENT's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which SUBRECIPIENT shall promptly notify County upon SUBRECIPIENT's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent SUBRECIPIENT is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subSUBRECIPIENT of which SUBRECIPIENT becomes aware that constitute a material breach or violation of the subSUBRECIPIENT's obligations under the business associate contract with SUBRECIPIENT, and if such steps are unsuccessful, SUBRECIPIENT agrees to terminate its contract with the subSUBRECIPIENT if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** SUBRECIPIENT agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if SUBRECIPIENT uses or maintains electronic health records. SUBRECIPIENT shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to SUBRECIPIENT or SUBRECIPIENT needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, SUBRECIPIENT shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that SUBRECIPIENT creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by SUBRECIPIENT's workforce;

- F. In accordance with 45 CFR §164.308(b)(2), require that any subSUBRECIPIENTS that create, receive, maintain, transmit, or access ePHI on behalf of SUBRECIPIENT agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which SUBRECIPIENT becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, SUBRECIPIENT shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, SUBRECIPIENT shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by SUBRECIPIENT as of the first day on which such breach is known to SUBRECIPIENT or, by exercising reasonable diligence, would have been known to SUBRECIPIENT, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of SUBRECIPIENT (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by SUBRECIPIENT:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by SUBRECIPIENT to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what SUBRECIPIENT is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - B. **Cooperation.** With respect to any breach of unsecured PHI reported by SUBRECIPIENT, SUBRECIPIENT shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, SUBRECIPIENT shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If SUBRECIPIENT delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, SUBRECIPIENT shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the SUBRECIPIENT's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, SUBRECIPIENT agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish SUBRECIPIENT's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event SUBRECIPIENT's use or disclosure of PHI and/or ePHI violates the Privacy Rule, SUBRECIPIENT shall maintain documentation sufficient to demonstrate that all notifications were made by SUBRECIPIENT as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including SUBRECIPIENT's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) SUBRECIPIENT agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) SUBRECIPIENT agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after SUBRECIPIENT detects such incident. SUBRECIPIENT further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.
9. **Hold Harmless/Indemnification.**
- A. SUBRECIPIENT agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subSUBRECIPIENTS, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents, employees, subSUBRECIPIENTS, agents or representatives from this Addendum. SUBRECIPIENT shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board

of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's indemnification to County as set forth herein. SUBRECIPIENT's obligation to defend, indemnify and hold harmless County shall be subject to County having given SUBRECIPIENT written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at SUBRECIPIENT's expense, for the defense or settlement thereof. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
 - C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
 - D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the SUBRECIPIENT from indemnifying County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to SUBRECIPIENT, or created or received by SUBRECIPIENT on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
 - B. **Effect of Termination.**
 - 1) Upon termination of this Addendum, for any reason, SUBRECIPIENT shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the SUBRECIPIENT on behalf of County, and, in the event of destruction, SUBRECIPIENT shall certify such destruction, in writing, to County. This provision shall

apply to all PHI and/or ePHI which are in the possession of subSUBRECIPIENTS or agents of SUBRECIPIENT. SUBRECIPIENT shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

- 2) In the event that SUBRECIPIENT determines that returning or destroying the PHI and/or ePHI is not feasible, SUBRECIPIENT shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by SUBRECIPIENT that return or destruction of PHI and/or ePHI is not feasible, SUBRECIPIENT shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as SUBRECIPIENT maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever SUBRECIPIENT is required to document or maintain documentation pursuant to the terms of this Addendum, SUBRECIPIENT shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of SUBRECIPIENT under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by SUBRECIPIENT to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by SUBRECIPIENT pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

COVID-19 Emergency Procurement Form (for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are **directly related to providing a safe and secure environment for the protection of the public and employee health.**

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to **report** COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

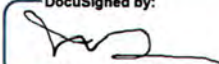
Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: RUHS-PH Total Dollar Amount: \$230,000
Department Contact Name: Lucy Aldana Contact Phone: 951.534.7079
Vendor Name: The Roman Catholic Bishop of San Bernardino
Date of Purchase: ASAP

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

The Diocese will utilize funding, via its parishes, to educate, inform, train and support sound health, medical and scientific public education information which may mitigate the impact of COVID 19 within targeted areas.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

DocuSigned by:

A1F6239564294D7...

PH - Assist. Director 11/09/2020 | 2:42 PM PST

Department Head or designee Signature	Title	Date
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COVID-19
Emergency Procurement Form
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Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: Emergency Management Department Total Dollar Amount: \$110,071

Department Contact Name: EMD: Renee Poselski (951-358-5864) and PH: Lucy Aldana/Teresa Diez (951- 358-5616)

Vendor Name: Riverside County Black Chamber of Commerce

Date of Purchase: Date of execution of Agreement

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

Transportation services to COVID 19 patients.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

	Director	07/29/2020
Department Head or designee Signature	Title	Date