



**DESERT HEALTHCARE FOUNDATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Board of Directors
October 20, 2020
5:00 P.M.**

In accordance with the current State of Emergency and the Governor’s Executive Order N- 25-20, of March 12, 2020, revised on March 18, 2020, teleconferencing will be used by the Board members and appropriate staff members during this meeting. In lieu of attending the meeting in person, members of the public will be able to participate by webinar by using the following link:

<https://us02web.zoom.us/j/84783234524?pwd=ZzluSStpWE5NdGJOZ0xWYUM4V0xkQT09>
Password: **826707**

Participants will need to download the Zoom app on their devices. Members of the public may also be able to participate by telephone, using the follow dial in information:

Dial in #: **(669) 900-6833** To Listen and Address the Board when called upon:
Webinar ID: **847 8323 4524**
Password: **826707**

<i>Pages</i>	AGENDA	<i>Item Type</i>
	<i>Any item on the agenda may result in Board Action</i>	
	A. CALL TO ORDER – President De Lara Roll Call ____Director Shorr____Director Zendle____Director PerezGil____ Director Rogers, RN____ Director Matthews____ Vice-President/Secretary Borja____President De Lara	
	B. PLEDGE OF ALLEGIANCE	
1-2	C. APPROVAL OF AGENDA	Action
	D. PUBLIC COMMENT At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The Board has a policy of limiting speakers to no more than three minutes. The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come up for discussion and/or action.	
3-54	E. DESERT HEALTHCARE DISTRICT CEO REPORT 1. Consideration to approve contract #21-024 for \$1,200,000 with Riverside County Public Health for Eastern Coachella Valley COVID-19 Education and Testing Collaborations	Action



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55

2. Authorization to sign and execute contract #21-024 for \$1,200,000 with Riverside County Public Health for Eastern Coachella Valley COVID-19 Education and Testing Collaborations

Action

F. ADJOURNMENT



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: October 20, 2020
To: Board of Directors
Subject: Staff Report – Agreement #21-024 with Riverside County Department of Public Health.

Staff Recommendation: Approval of agreement #21-024 with Riverside County Department of Public Health for fiscal intermediary and COVID-19 support to community-based organizations and faith-based organizations in the Coachella Valley and Eastern Coachella Valley, and to delegate signing authority to the CEO.

Background:

- Coachella Valley has been disproportionately affected by the COVID-19 outbreak.
- With 427,813 inhabitants, Coachella Valley represents merely 18.6% of Riverside County’s population of 2,297,604.
- However, Coachella Valley represents 27% of all positive tests (16,813 of 63,319) amongst County residents.
- This may be in part because a large segment of our region’s population is composed of the people who are doing the work to make other people's lives better: farmworkers, and service industry workers that are often more vulnerable, less protected, and more exposed to the disease (COVID-19).
- Addressing the complex needs of the most vulnerable residents of our region requires a resource-intensive, comprehensive, and collaborative public health approach.
- Riverside County Department of Public Health and the Desert Healthcare Foundation aim at establishing a partnership to address these needs.
- Through this work, The County of Riverside Department of Public Health will allocate \$1.2million to support the work of community- and faith-based organizations that serve vulnerable communities in Coachella Valley, with an emphasis on Eastern Coachella Valley.
- Exhibit A (Scope of Services) of the attached agreement provides further details on the services the Foundation will provide under this collaborative. The County of Riverside, through the Desert Healthcare Foundation, will make available a total of \$960,000 -collectively, to at least 10 organizations (listed in alphabetical order: Alianza Coachella Valley, Catholic Charities San Bernardino & Riverside Counties, El Sol Neighborhood Educational Center, Galilee Center, Leadership Counsel, Líderes Campesinas, Pueblo Unido, TODEC, Visión y Compromiso, and Youth Leadership Institute).
- The goal of this Collaborative is to reduce the burden of COVID-19 in communities that have been disproportionately impacted by the disease. Our objectives will be to increase access to COVID-19 testing, increase access to healthcare, increase contact tracing, and facilitate access to other social support resources (cash, food, rental assistance, etc.) by implementing outreach and education activities and coordinating the deployment of the aforementioned resources in the community.

- DHCF Staff will also seek additional resources to support, enhance, and expand the work of the Collaborative.

Fiscal Impact:

\$1,200,000, of which 20% (\$240,000) will support/compensate DHCF staff.

DRAFT

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



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Attachment 2 - Census Tracts in the Lowest Quartile of the Healthy Places Index	
Attachment 3 - Examples of Allowable Activities under this Funding Opportunity	

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 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 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

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: _____
Name: George Johnson
Title: CEO

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

RATIFICATION:

By: _____
Name: V. Manuel Perez
Title: Chairman of the Board

ATTEST: Kecia Harper, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
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 _____
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 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 programspecific 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

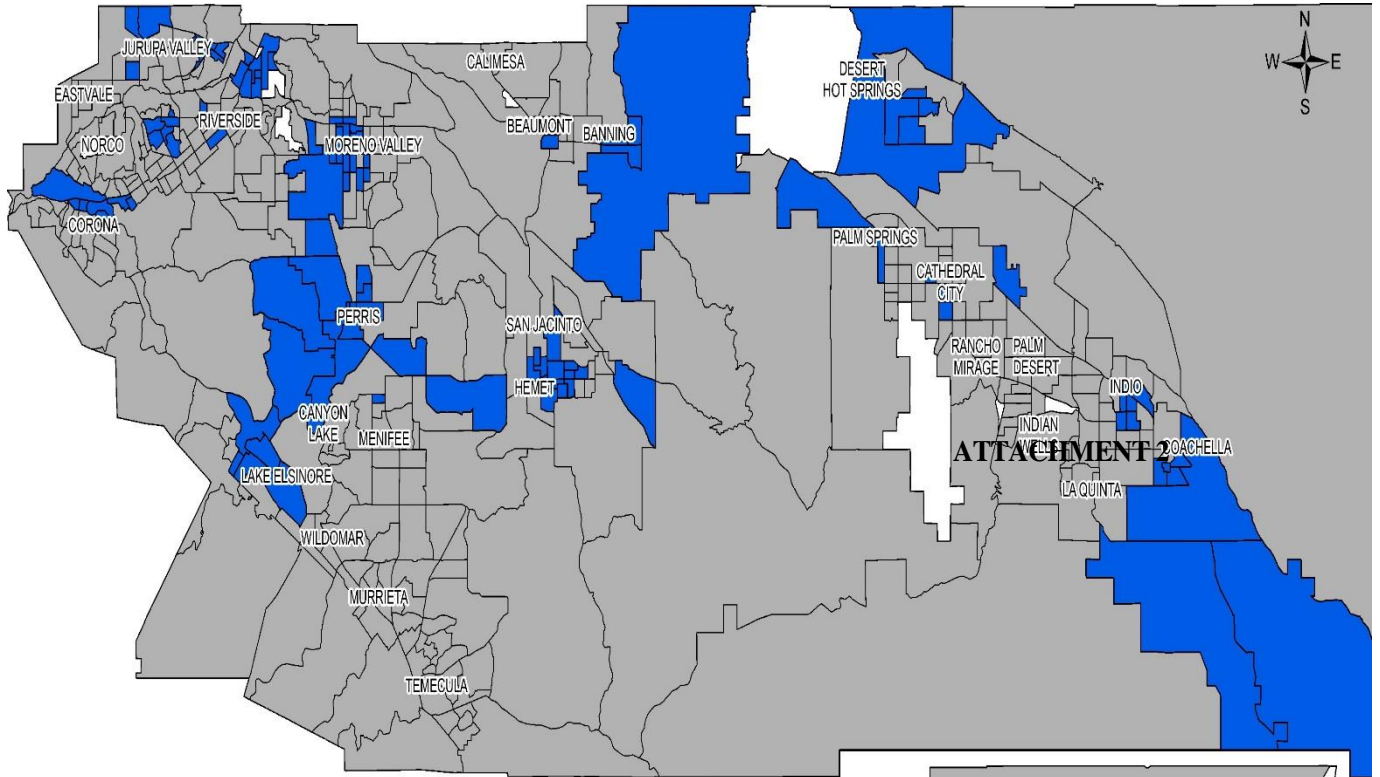
Census Tracts in the Lowest Quartile of the Healthy Places Index

Interactive map link:

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

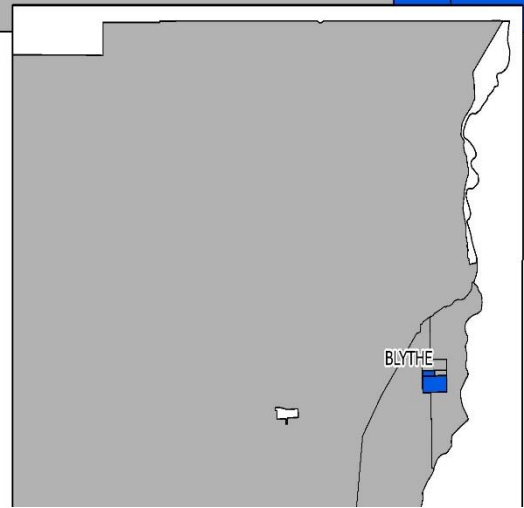
[Reminder of Page Intentionally Left Blank – Census Tracts Map Follows]

4th HPI Quartile Census Tracts Map



Quartile Within County

- 4th Quartile
- All Other



Attachment 2

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
Hemet	11
92543	7
92544	2
92545	2
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
6065044102
6065044200
6065044300
Beaumont
6065044000
Blythe
6065046102
6065046200
Cathedral City
6065044702
6065044907
6065044915
6065941100
Coachella
6065045703
6065045704
6065045705
6065045706
Corona
6065041410
6065041500
6065041600
6065041703
6065041704
6065041813
Desert Hot Springs
6065044507
6065044509
6065044510
6065044522
East Hemet
6065043308
6065043310
6065043313
Garnet
6065044515
Glen Avon

92570	2
Menifee	1
92586	1
Mira Loma	1
91752	1
Moreno Valley	17
92254	1
92551	3
92553	11
92557	2
Oasis	1
92274	1
Palm Springs	1
92262	1
Perris	6
92570	3
92571	3
Riverside	16
92501	2
92503	4
92504	2
92505	2
92507	6
Romoland	1
92585	1
Rubidoux	3
92509	3
San Jacinto	2
92583	2
Thermal	1
92274	1
Thousand Palms	1
92276	1
Grand Total	110

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

6065042508
6065042509
6065042510
6065042511
6065042512
6065042514
6065042515
6065042516
6065042517
6065042519
6065042520
6065045604
6065048901
6065048902

Oasis

6065045605

Palm Springs

6065044606

Perris

6065042617
6065042618
6065042706
6065042800
6065042902
6065042903

Riverside

6065030103
6065030300
6065030400
6065030501
6065030502
6065030503
6065031002
6065031300
6065041001
6065041101
6065041102
6065041201
6065041202
6065041301
6065042209
6065042210

Romoland

6065042730

Rubidoux

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

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October 20, 2020

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

Re: Authorization to Sign and Execute Contract #21-024

To Whom it May Concern:

The Board of Directors at its October 20, 2020, Special Meeting of the Board, authorizes Conrado E. B arzaga, MD, Chief Executive Officer, of the Desert Healthcare District and Foundation to approve signatory authority to the undersigned on behalf of the Desert Healthcare Foundation for contract #21-024 with the Department of Public Health, Riverside County.

Sincerely,

Leticia De Lara
President, Board of Directors