

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

SUBRECIPIENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 9th day of August, 2022 (“Effective Date”), by and between the COUNTY OF FRESNO, a political subdivision of the state of California (“COUNTY”), and FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER, a California non-profit public benefit corporation, with a principal place of business located at 789 Medical Center Drive East, Clovis, CA 93611 (“SUBRECIPIENT”).

WITNESSETH:

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 (“ARPA”) which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program; and

WHEREAS, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for the following eligible purposes, outlined in the Interim Final Rule and Final Rule as follows (each an “Eligible Use,” collectively “Eligible Uses”):

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF to SUBRECIPIENT for one or more Eligible Uses; and

WHEREAS, the SUBRECIPIENT is the Central San Joaquin Valley’s largest healthcare provider, and the only comprehensive burn and Level 1 trauma center between Los Angeles and Sacramento; and

WHEREAS, the SUBRECIPIENT is among California’s leading provider of Medi-Cal services for inpatient hospitalization, births, and clinic visits; and

WHEREAS, during the course of the COVID-19 pandemic, SUBRECIPIENT has served and continues to serve as the region’s safety-net hospital, caring for every patient that walks through its doors,

1 and has kept its hospital and Intensive Care Unit (“ICU”) beds available to care for the region’s patients who
2 have tested positive for coronavirus (“COVID-19”) and seek emergency medical attention; and

3 **WHEREAS**, by the end of 2021, the SUBRECIPIENT represents that it received over 110,000
4 emergency visits of which over 8,500 of those visits were COVID-19 inpatient and outpatients; and

5 **WHEREAS**, the SUBRECIPIENT represents that due to the surge and increase levels of
6 inpatient acuity, the SUBRECIPIENT is in need of additional ICU beds to respond to the ongoing
7 COVID-19 pandemic; and

8 **WHEREAS**, the SUBRECIPIENT represents that it has expanded its permitted service capacity
9 throughout its network of hospitals, and has purchased six adult ICU Stryker beds for its ICU that will
10 permit the SUBRECIPIENT to extend adult patient care during COVID-19 surges, and preserve
11 appropriate Pediatric ICU level beds for older children and adolescent patients seeking medical
12 treatment at the Community Regional Medical Center, Fresno; and

13 **WHEREAS**, the SUBRECIPIENT represents its Clovis Community Medical Center urgently needs
14 to replace an end-of-life Computed Tomography (CT) scanner that is used to provide quick imaging to
15 identify disease or injury within various regions of the body, diagnose pulmonary embolism, various types of
16 heart disease or lung abnormalities, and diagnose potential COVID-19 complication within patients; and

17 **WHEREAS**, COUNTY has offered SLFRF to SUBRECIPIENT so that SUBRECIPIENT may fund
18 the purchase of medical equipment for COVID-19 prevention and treatment, consisting of six adult Stryker
19 beds for its ICU; and, the purchase of a CT scanner and the associated installation and adaptation costs
20 to replace the aging CT scanner at the Clovis Community Medical Center (“Program”); and

21 **WHEREAS**, COUNTY has determined that the Program to be provided by SUBRECIPIENT is an
22 Eligible Use of SLFRF under the ARPA, in reliance on information provided by the SUBRECIPIENT; and

23 **WHEREAS**, under Section 602(c)(3) of ARPA, the COUNTY may transfer SLFRF to nonprofit
24 organizations for Eligible Uses, including funding the SUBRECIPIENT’s acquisition of medical
25 equipment for the ongoing prevention and treatment of COVID-19, for the purpose of meeting ARPA’s
26 goals; and

27 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the
28 COUNTY may provide SLFRF to the SUBRECIPIENT for appropriate and qualifying expenditures, as

1 permitted in the Interim Final Rule and Final Rule.

2 **NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein
3 contained, the parties hereto agree as follows:

4 1. **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

5 A. SUBRECIPIENT represents that each of the recitals, stated hereinabove and in
6 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and
7 correct, and that COUNTY may rely upon each of those representations in granting the SLFRF to
8 SUBRECIPIENT under this Agreement. SUBRECIPIENT acknowledges that the SLFRF granted under
9 this Agreement are a subaward of SLFRF up to the amount stated herein to carry out the Program.

10 B. SUBRECIPIENT understands and agrees that the SLFRF disbursed under this
11 award may only be spent on documented Eligible Uses in compliance with the ARPA, the United States
12 Department of the Treasury (“TREASURY”) regulations implementing section 602 of the ARPA, and
13 guidance issued by the TREASURY regarding the foregoing.

14 C. SUBRECIPIENT represents that it will use these SLFRF to fund the purchase of
15 medical equipment intended to mitigate, prevent, and treat COVID-19. SLFRF will fund the purchase of six
16 adult Stryker beds for its ICU at the Community Regional Medical Center, Fresno; and, the purchase of a
17 CT scanner and the associated installation and adaptation costs to replace its aging CT scanner, used
18 to diagnose COVID-19 complications, at the Clovis Community Medical Center.

19 D. During the Term of this Agreement, SUBRECIPIENT shall carry out the Program
20 by furnishing to the COUNTY the services described in Exhibit A, Program Description, which is
21 attached and incorporated by this reference.

22 E. Equipment. Any purchase of equipment with SLFRF must be used for the
23 originally authorized purpose, consistent with regulations found in the Uniform Guidance, 2 CFR Part
24 200, Subpart D, (200.313 Equipment), as follows:

25 a. **Title**. Subject to the requirements and conditions set forth in this section, title
26 to equipment acquired under a Federal award will vest upon acquisition in the
27 non-Federal entity subject to the following conditions:

28 1. Use the equipment for the authorized purposes of the project during

1 the period of performance, or until the property is no longer needed for the
2 purposes of the project.

3 2. Not encumber the property without approval of the Federal
4 awarding agency or pass-through entity.

5 3. Use and dispose of the property in accordance with paragraphs
6 (b), (c), and (e) of this section.

7 b. **General.** Non-Federal entities must follow paragraphs (c) through (e) of this
8 section.

9 c. **Use.**

10 1. Equipment must be used by the non-Federal entity in the program
11 or project for which it was acquired as long as needed, whether or not
12 the project or program continues to be supported by the Federal award,
13 and the non-Federal entity must not encumber the property without prior
14 approval of the Federal awarding agency. The Federal awarding agency
15 may require the submission of the applicable common form for
16 equipment. When no longer needed for the original program or project,
17 the equipment may be used in other activities supported by the Federal
18 awarding agency, in the following order of priority:

19 I. Activities under a Federal award from the Federal awarding
20 agency which funded the original program or project, then

21 II. Activities under Federal awards from other Federal awarding
22 agencies. This includes consolidated equipment for information
23 technology systems.

24 2. During the time that equipment is used on the project or program for
25 which it was acquired, the non-Federal entity must also make equipment
26 available for use on other projects or programs currently or previously
27 supported by the Federal Government, provided that such use will not
28 interfere with the work on the projects or program for which it was originally

1 acquired. First preference for other use must be given to other programs
2 or projects supported by Federal awarding agency that financed the
3 equipment and second preference must be given to programs or projects
4 under Federal awards from other Federal awarding agencies. Use for non-
5 federally-funded programs or projects is also permissible. User fees
6 should be considered if appropriate

7 3. Notwithstanding the encouragement in CFR § 200.307 to earn
8 program income, the non-Federal entity must not use equipment acquired
9 with the Federal award to provide services for a fee that is less than private
10 companies charge for equivalent services unless specifically authorized
11 by Federal statute for as long as the Federal Government retains an
12 interest in the equipment.

13 4. When acquiring replacement equipment, the non-Federal entity may
14 use the equipment to be replaced as a trade-in or sell the property and
15 use the proceeds to offset the cost of the replacement property.

16 d. **Management requirements.** Procedures for managing equipment (including
17 replacement equipment), whether acquired in whole or in part under a Federal
18 award, until disposition takes place will, as a minimum, meet the following
19 requirements:

20 1. Property records must be maintained that include a description of
21 the property, a serial number or other identification number, the source of
22 funding for the property (including the FAIN), who holds title, the
23 acquisition date, and cost of the property, percentage of Federal
24 participation in the project costs for the Federal award under which the
25 property was acquired, the location, use and condition of the property, and
26 any ultimate disposition data including the date of disposal and sale price
27 of the property.

28 2. A physical inventory of the property must be taken and the results

1 reconciled with the property records at least once every two years.

2 3. A control system must be developed to ensure adequate safeguards
3 to prevent loss, damage, or theft of the property. Any loss, damage, or
4 theft must be investigated.

5 4. Adequate maintenance procedures must be developed to keep the
6 property in good condition.

7 5. If the non-Federal entity is authorized or required to sell the property,
8 proper sales procedures must be established to ensure the highest
9 possible return.

10 e. **Disposition.** When original or replacement equipment acquired under a
11 Federal award is no longer needed for the original project or program or for
12 other activities currently or previously supported by a Federal awarding agency,
13 except as otherwise provided in Federal statutes, regulations, or Federal
14 awarding agency disposition instructions, the non-Federal entity must request
15 disposition instructions from the Federal awarding agency if required by the
16 terms and conditions of the Federal award. Disposition of the equipment will be
17 made as follows, in accordance with Federal awarding agency disposition
18 instructions:

19 1. Items of equipment with a current per unit fair market value of
20 \$5,000 or less may be retained, sold or otherwise disposed of with no
21 further responsibility to the Federal awarding agency.

22 2. Except as provided in CFR § 200.312(b), or if the Federal awarding
23 agency fails to provide requested disposition instructions within 120 days,
24 items of equipment with a current per-unit fair market value in excess of
25 \$5,000 may be retained by the non-Federal entity or sold. The Federal
26 awarding agency is entitled to an amount calculated by multiplying the
27 current market value or proceeds from sale by the Federal awarding
28 agency's percentage of participation in the cost of the original purchase.

1 If the equipment is sold, the Federal awarding agency may permit the non-
2 Federal entity to deduct and retain from the Federal share \$500 or ten
3 percent of the proceeds, whichever is less, for its selling and handling
4 expenses.

5 3. The non-Federal entity may transfer title to the property to the
6 Federal Government or to an eligible third party provided that, in such
7 cases, the non-Federal entity must be entitled to compensation for its
8 attributable percentage of the current fair market value of the property.

9 4. In cases where a non-Federal entity fails to take appropriate
10 disposition actions, the Federal awarding agency may direct the non-
11 Federal entity to take disposition actions.

12 F. Compliance. SUBRECIPIENT is obligated by this Agreement, and is responsible to
13 ensure that SLFRF granted under this Agreement are spent in compliance with all ordinances of the County
14 of Fresno, and laws of the State of California, and all laws of the federal government. This includes, but is
15 not limited to, compliance with all requirements set forth in the Uniform Administrative Requirements, Cost
16 Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, the TREASURY's Compliance
17 and Reporting Guidance: State and Local Fiscal Recovery Funds ("Compliance Guidance"), Department
18 of the Treasury 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule
19 ("Interim Final Rule") (for expenditures before April 1, 2022) and Final Rule ("Final Rule") (for expenditures
20 on April 1, 2022, or later), and any subsequent updates, including TREASURY's Frequently Asked
21 Questions. The award terms and conditions required by the TREASURY are set forth in Exhibit E, which
22 is attached and incorporated by this reference, as provided by the TREASURY. Notwithstanding anything
23 provided in Section 8 of this Agreement, or in this Subsection 1(G), SUBRECIPIENT has the sole
24 responsibility for compliance under this Section 1(G).

25 G. Prevailing Wage.

26 a. For any portion of any of the work, service, and/or function (including, but
27 not limited to, any construction, alteration, installation, demolition, repair, or maintenance work), to be
28 performed, either directly or on behalf of SUBRECIPIENT under any agreements with any contractors

1 and/or suppliers (including their respective sub-contractors at any tier) or otherwise, with respect to the
2 Program that is a “public work” for the purposes of Chapter 1 (commencing with § 1720) of Part 7 of
3 Division 2 of the California Labor Code (collectively, “Chapter 1 of the Labor Code”), (i) SUBRECIPIENT
4 shall comply with, and cause all such contractors and/or suppliers (including their respective sub-
5 contractors at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code with
6 respect to the Program, and (ii) prior to causing any work to be performed under any agreements with
7 any contractors and/or suppliers, or otherwise, SUBRECIPIENT shall incorporate all of the provisions of
8 this Section 1(H) into such agreements.

9 b. SUBRECIPIENT shall promptly provide a copy to COUNTY of any
10 correspondence, notices, and/or orders, in any written form, and/or any documents initiating legal action
11 (collectively, “DIR Administrative or Legal Action”) by or on behalf of the Director of the Department of
12 Industrial Relations of the State of California, including any representative thereof (collectively, the
13 “DIR”) to or against SUBRECIPIENT, and SUBRECIPIENT’s written responses, in any written form,
14 thereto, that relate to any work, or any portion thereof, provided however, SUBRECIPIENT’s provision of
15 such copy of any DIR Administrative or Legal Action, and/or SUBRECIPIENT’s responses thereto, or
16 failure to provide same or to timely provide same, shall not impose any obligation upon COUNTY with
17 respect to SUBRECIPIENT’s obligations under this Section 1(H). SUBRECIPIENT acknowledges that
18 the DIR provides the following internet resource:

19 <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

20 c. COUNTY does not make any representation, or provide any guidance, to
21 SUBRECIPIENT as to (i) the nature, type, or scope of the work, or any portion thereof, to be performed
22 by SUBRECIPIENT, either directly or under any agreements with any contractors and/or suppliers
23 (including their respective sub-contractors at any tier), that constitutes a “public work,” or (ii) the
24 sufficiency of the DIR’s internet resource, above, for purposes of compliance with this Section 1(H). The
25 provisions of this Section 1(H) shall survive the termination of this Agreement.

26 H. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken
27 and completed, and all SLFRF granted under this Agreement are fully expended, no later than
28 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY

1 in writing, whether it can complete the Program or fully expend the SLFRF granted under this
2 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully
3 expending the SLFRF granted under this Agreement on the Program by December 31, 2026,
4 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a
5 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account
6 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and
7 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

8 I. No Litigation. SUBRECIPIENT shall not use any SLFRF provided by the
9 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or
10 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against
11 SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall not institute any action or suit at
12 law or in equity against COUNTY, nor institute, prosecute, or any way aid in the institution or
13 prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss, or injury
14 either to person or property, or both, whether developed or undeveloped, resulting or to result, known or
15 unknown, past, present, or future, arising out of, in any way, the terms of this Agreement.

16 J. SUBRECIPIENT agrees that if SUBRECIPIENT receives SLFRF from any other
17 local or state entity for all or any part of the Program for which SUBRECIPIENT has received SLFRF
18 from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing within five
19 (5) business days. SUBRECIPIENT agrees that it may be required to return all or part of the SLFRF
20 received from the COUNTY if the total amount of SLFRF from all local and state entities exceeds the
21 Program's budget, and if SUBRECIPIENT does not intend to expand the Program.

22 K. None of the personnel employed in the administration of the Program shall be in
23 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
24 5, U.S. Code, as applicable.

25 L. None of the SLFRF to be paid under this Agreement shall be used for any
26 partisan political activity, or to support or defeat legislation pending before Congress.

27 2. **PROCUREMENT REQUIREMENTS**

28 A. SUBRECIPIENT shall comply with all procurement requirements specified in the

1 Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

2 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
3 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
4 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
5 200.321.

6 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a
7 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United
8 States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

9 D. SUBRECIPIENT agrees to prioritize in its procurement decisions employers who can
10 demonstrate that their workforce meets high safety and training standards (e.g., professional certification,
11 licensure, and/or robust in-house training), that hire local workers and/or workers from historically
12 underserved communities, and who directly employ their workforce or have policies and practices in place
13 to ensure contractors and subcontractors meet high labor standards, and to prioritize employers (including
14 contractors and subcontractors) without recent violations of federal and state labor and employment laws.

15 3. **REPORTING REQUIREMENTS**

16 A. **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit to the
17 COUNTY's designated contact, as designated by the COUNTY's County Administrative Officer in writing
18 at the execution of this Agreement, Quarterly Program Expenditure Reports through the term of this
19 Agreement as provided by this Section 3(A). The reports shall contain, but are not limited to, the
20 information described in Exhibit C, which is attached and incorporated by this reference, and must
21 include a statement, signed by the SUBRECIPIENT, indicating that all expenditures in the report comply
22 with the Interim Rule and the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as set forth
23 by the TREASURY. Quarterly expenditure reports shall be submitted to COUNTY no later than fifteen
24 (15) days after the end of each quarter listed below for the term of this Agreement, beginning with the
25 first quarter ending after the Effective Date:

26 1) January 1 – March 31, due by April 15

27 2) April 1 – June 30, due by July 15

28 3) July 1 – September 30, due by October 15

1 4) October 1 – December 31, due by January 15

2 B. **Annual Performance Report:** Within fifteen (15) days after the end of each fiscal
3 year ending on June 30, SUBRECIPIENT shall submit one “Annual Performance Report” to the
4 COUNTY. The report shall contain, but not be limited to, the information contained in Exhibit D, which is
5 attached and incorporated by this reference.

6 C. **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty
7 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and
8 expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to
9 facilitate closeout of the Program, and ensure COUNTY’s obligations and requirements under the
10 SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to
11 SUBRECIPIENT written acceptance of the Final Program Report.

12 4. **NONDISCRIMINATION**

13 A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,
14 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not
15 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any
16 employee, applicant for employment or person receiving services under this Agreement because of race,
17 religious creed, color, national origin, ancestry, physical or mental disability including perception of
18 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,
19 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military
20 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors
21 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination
22 and equal opportunity, including, without limitation, the COUNTY’s non-discrimination policy; Title VI of the
23 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY’s implementing regulations at
24 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under
25 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil
26 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis
27 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act
28 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY’s implementing regulations at

1 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving
2 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42
3 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,
4 activities, and services provided or made available by state and local governments or instrumentalities or
5 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);
6 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as
7 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of
8 Federal Regulations.

9 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of
10 this Section 4 in all subcontracts to perform work under this Agreement.

11 C. SUBRECIPIENT shall provide a system by which recipients of service shall have the
12 opportunity to express, and have considered, their views, grievances, and complaints regarding
13 SUBRECIPIENT's delivery of services.

14 5. **CONFLICTS OF INTEREST; ETHICS**

15 A. SUBRECIPIENT understands and agrees that it must maintain a conflict-of-interest
16 policy consistent with 2 CFR § 200.318(c), and that such conflict-of-interest policy is applicable to each
17 activity funded under this award. SUBRECIPIENT must disclose in writing to the TREASURY and to
18 COUNTY any potential conflict of interest affecting the awarded SLFRF in accordance with 2 CFR §
19 200.12. Further, no officer, agent, consultant, or employee of SUBRECIPIENT may seek or accept any
20 gifts, service, favor, employment, engagement, remuneration, or economic opportunity which would tend to
21 improperly influence a reasonable person in that position to depart from the faithful and impartial discharge
22 of the duties of that position.

23 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use his or her
24 position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or
25 herself, any member of his or her household, any business entity in which he or she has a financial interest,
26 or any other person.

27 C. No officer, agent, consultant, or employee of SUBRECIPIENT may participate as an
28 agent of SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT and any

1 private business in which he or she has a financial interest.

2 D. No officer, agent, consultant, or employee of SUBRECIPIENT may suppress any
3 report or other document because it might tend to affect unfavorably his or her private financial interests.

4 E. No officer, agent, consultant, employee, or elected or appointed official of the
5 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any
6 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or
7 herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year
8 thereafter, for any of the work to be performed pursuant to the Program.

9 6. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

10 A. Any licenses, certificates or permits required by the federal, state, county, or municipal
11 governments for SUBRECIPIENT to provide the services and operate the Program described in Exhibit A
12 must be procured by SUBRECIPIENT, and be valid at the time SUBRECIPIENT enters into this
13 Agreement.

14 B. SUBRECIPIENT must maintain such licenses, certificates and permits in full force and
15 effect. Licenses, certificates and permits may include, but are not limited to, driver's licenses, professional
16 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and
17 maintained by SUBRECIPIENT at no expense to the COUNTY.

18 C. SUBRECIPIENT must show proof of established "indirect cost rates," as defined by
19 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (5
20 U.S.C. 301; 2 CFR 200) with either the Federal Government, or a final negotiated "indirect cost rate" with
21 COUNTY that complies with the Uniform Guidelines within 3 months of receipt of SLFRF.

22 7. **OFFICE SPACE, SUPPLIES, EQUIPMENT, AND OPERATING OVERHEAD**

23 SUBRECIPIENT shall provide all office space, supplies, equipment, vehicles, reference materials,
24 and telephone service necessary for SUBRECIPIENT to provide the services and operate the Program
25 identified in Exhibit A to this Agreement. COUNTY is not obligated to reimburse or pay SUBRECIPIENT for
26 any expense or cost incurred by SUBRECIPIENT in procuring or maintaining such items. Responsibility for
27 the costs and expenses incurred by SUBRECIPIENT in providing and maintaining such items is the sole
28 responsibility and obligation of SUBRECIPIENT, and if funded by SLFRF, shall comply with the Uniform

1 Cost Administrative Principles, and Audit Requirements for Federal Awards.

2 8. **SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S REPORTING TO TREASURY**

3 A. SUBRECIPIENT acknowledges that COUNTY is obligated to comply with
4 TREASURY's Compliance and Reporting Guidance, which includes submitting mandatory periodic
5 reports to TREASURY.

6 B. SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY
7 for SUBRECIPIENT oversight, including ensuring SUBRECIPIENT's compliance with the SLFRF
8 program, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule or Final Rule, as
9 applicable, and reporting requirements, as applicable.

10 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's
11 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under
12 Subsections A and B of this Section 8, (ii) nothing in Subsections A or B of this Section 8 relieve
13 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this
14 Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to
15 TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this
16 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

17 9. **PENALTIES**

18 SUBRECIPIENT acknowledges that under ARPA, failure to comply with the restrictions on use as
19 described herein, may result in the TREASURY's recoupment of SLFRF from the COUNTY, and that in
20 such an event, COUNTY would recoup the SLFRF from SUBRECIPIENT.

21 SUBRECIPIENT also acknowledges that if SUBRECIPIENT fails to comply with the U.S.
22 Constitution, Federal statutes, regulations or the terms and conditions of this Federal award, the COUNTY
23 may impose additional conditions, as described in 2 CFR § 200.208. If the COUNTY determines that
24 noncompliance cannot be remedied by imposing additional conditions, the COUNTY may take one or more
25 of the following actions, as appropriate in the circumstances:

26 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT
27 shall refund SLFRF upon demand by COUNTY.

28 B. Temporarily withhold cash payments pending correction of the deficiency by

1 SUBRECIPIENT, or more severe enforcement action by the COUNTY;

2 C. Disallow (that is, deny both use of funds and any applicable matching credit
3 for) all or part of the cost of the activity or action not in compliance;

4 D. Wholly or partly suspend or terminate the SLFRF;

5 E. Recommend the TREASURY initiate suspension or debarment proceedings;

6 F. Withhold further SLFRF for the Program; and

7 G. Take other remedies that may be legally available.

8 10. **FINANCIAL MANAGEMENT**

9 A. All of the SLFRF received by SUBRECIPIENT shall be maintained by
10 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all
11 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as
12 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized
13 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized
14 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate
15 accounts that correspond to each such authorized use provided further that such separate accounts are
16 subject to this Section 10(A), and are segregated and identified by a unique identifier. In no event shall
17 any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee,
18 or charge.

19 B. SUBRECIPIENT must provide to COUNTY evidence of SUBRECIPIENT's
20 financial accountability. SUBRECIPIENT shall comply with all applicable Uniform Guidance
21 requirements. SUBRECIPIENT shall consult with COUNTY if SUBRECIPIENT is not certain which
22 Uniform Guidance requirements apply or how they apply.

23 C. Pursuant to 2 CFR 200.303, the SUBRECIPIENT shall develop and implement
24 written internal controls that are effective to ensure that funding decisions under the SLFRF constitute
25 Eligible Uses of SLFRF, and shall document all funding decisions. Upon request by COUNTY, the
26 SUBRECIPIENT shall provide the written internal controls and documentation of funding decisions to
27 the COUNTY.

1 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most
2 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than
3 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it
4 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial
5 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial
6 accountability submissions shall be provided to County of Fresno, County Administrative Office located
7 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
8 fresnoca@fresnocountyca.gov.

9 E. SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred,
10 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
11 transaction by any federal department or agency. This certification is made pursuant to the regulations
12 implemented by 2 CFR Part 200, Subpart 200.214, Debarment and Suspension, and any relevant
13 program-specific regulations. This provision shall be required of every subcontractor receiving any
14 payment in whole or in part from Federal funds.

15 F. SUBRECIPIENT shall record all costs of the Program by budget line items, which
16 shall be supported by adequate source documentation, including payroll ledgers, time records, invoices,
17 contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and
18 propriety of all costs. At any time during normal business hours, SUBRECIPIENT's financial transactions
19 with respect to the Program may be audited by the COUNTY or independent auditors contracted by the
20 COUNTY, or any combination thereof. The representatives of the auditing agency or agencies shall
21 have access to all books, documents, accounts, records, reports, files, papers, things, property,
22 contractors of program services, and other persons pertaining to such financial transactions and
23 necessary to facilitate the audit.

24 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and
25 records, including invoices, payroll registers, time records, contracts, and accounting documents
26 concerning matters that are reasonably related to the Program shall be provided upon request to the
27 COUNTY.

1 H. Expenditures eligible for reimbursement from the SLFRF are described in Exhibit
2 B, which is attached and incorporated by this reference. SUBRECIPIENT shall not make any changes in
3 the line-item expenditures in Exhibit B without prior written approval of the COUNTY.

4 I. No cash reimbursement for purchases of any kind is allowable.

5 11. **TERM**

6 The term of this Agreement shall comply with ARPA Guidelines, and shall commence on the
7 Effective Date, until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program
8 Report under Section 3 (C) of this Agreement, unless sooner terminated as provided herein.
9 Notwithstanding timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to
10 cover costs incurred during the time period set forth by the TREASURY. The COUNTY's written
11 acceptance of the Final Program Report under Section 3 (C) of this Agreement shall include the COUNTY's
12 written notification to the SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The
13 County Administrative Officer or his or her designee is authorized to execute this written acceptance of the
14 Final Program Report and notification of term end to SUBRECIPIENT.

15 12. **TERMINATION**

16 A. Non-Allocation of Funds: The terms of this Agreement, and the services to be
17 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
18 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
19 terminated by COUNTY, at any time without penalty to COUNTY by giving the SUBRECIPIENT thirty (30)
20 days advance written notice.

21 B. Breach of Contract: The COUNTY may immediately suspend or terminate this
22 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 23 1) An illegal or improper use of funds;
- 24 2) A failure to comply with any term of this Agreement;
- 25 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 26 4) Improperly performed service.

27 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
28 of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall

1 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
2 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
3 COUNTY of any SLFRF disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
4 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
5 shall promptly refund any such SLFRF upon demand.

6 C. Without Cause: Under circumstances other than those set forth above, this
7 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention
8 to terminate to SUBRECIPIENT.

9 13. **GRANT FUNDING/COMPENSATION**

10 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to
11 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant
12 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grant, up to the total SLFRF grant, in an
13 amount not to exceed two million seven-hundred twenty thousand six-hundred seventy dollars
14 (\$2,720,670).

15 It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to
16 SUBRECIPIENT for the Program shall not exceed two million seven-hundred twenty thousand six-hundred
17 seventy dollars (\$2,720,670), to fund the purchase of six adult Stryker beds for its ICU; and, the purchase
18 of a CT scanner and the associated installation and adaptation costs to replace the aging CT scanner at
19 the Clovis Community Medical Center, as described in Section 1(D). Such purchases are intended to
20 mitigate, prevent, and treat COVID-19. Drawdown requests for the COUNTY to make a such payment
21 shall be in accordance with the sample Drawdown Request Form, attached hereto as Exhibit B.

22 Drawdowns for the payment of eligible necessary expenses shall include copies of invoices, purchase
23 orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred or
24 anticipated to be incurred in support of the Program for eligible items listed in Exhibit B of this Agreement.
25 SUBRECIPIENT shall use the Drawdown Request Form provided in Exhibit B of this Agreement to submit
26 detailed drawdown requests and include copies of purchase orders, receipts, and reimbursement requests,
27 detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program.
28 SUBRECIPIENT shall not drawdown or invoice under this Agreement costs potentially reimbursable from

1 other sources of funds, including State, Federal, and/or private sources.

2 B. SUBRECIPIENT shall submit drawdown requests and/or invoices to the County of
3 Fresno, County Administrative Office located at 2281 Tulare, Room 304, Fresno, CA 93721, or
4 electronically, to e-mail address fresnocaob@fresnocountyca.gov. Payments by COUNTY shall be in
5 arrears for services provided during the preceding period of time, within forty-five (45) days from date of
6 receipt, verification and approval of SUBRECIPIENT's invoice and supporting documentation by
7 COUNTY. If SUBRECIPIENT fails to comply with any provision of this Agreement, COUNTY shall be
8 relieved of its obligations for further compensation.

9 C. To ensure compliance with Federal and State regulations, COUNTY may require
10 additional supporting documentation or clarification of claimed expenses as follows:

11 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional
12 documentation or clarification.

13 ii. SUBRECIPIENT shall respond within five (5) business days with required
14 additional documentation or clarification to avoid disallowances/partial payment of invoice.

15 iii. All invoices containing expenses that need additional documentation or
16 clarification not provided to COUNTY within five (5) business days of request shall have those expenses
17 disallowed, and only the allowed expenses shall be paid.

18 iv. SUBRECIPIENT may resubmit disallowed expenses as a supplemental invoice
19 only, and must be accompanied by required documentation.

20 D. All expenses incidental to SUBRECIPIENT'S performance of services in carrying out its
21 Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this
22 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional
23 consideration, compensation, salary, wages, or other type of remuneration for services rendered under
24 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from
25 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.
26 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT. County
27 has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

28 14. **INDEPENDENT CONTRACTOR**

1 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
2 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
3 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an
4 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
5 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
6 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and
7 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
8 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

9 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and
10 regulations, if any, of governmental authorities having jurisdiction over all matters subject thereto.

11 Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right
12 to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable
13 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
14 addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating
15 to payment of SUBRECIPIENT'S employees, including compliance with Social Security withholding and all
16 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
17 SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

18 15. **MODIFICATION**

19 Any matters of this Agreement may be modified from time to time by the written consent of all the
20 parties without, in any way, affecting the remainder.

21 16. **NON-ASSIGNMENT**

22 Neither party shall assign, transfer, or sub-contract this Agreement, nor their rights or duties under
23 this Agreement without the prior written consent of the other party.

24 17. **HOLD HARMLESS** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at
25 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
26 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and
27 losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
28 SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs

1 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and
2 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
3 performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this
4 Agreement.

5 SUBRECIPIENT shall indemnify COUNTY against any and all claims or actions by any person or
6 entity arising from any violation or alleged violation of Section 1(G), herein.

7 SUBRECIPIENT shall indemnify COUNTY against any and all actions of recoupment by the
8 TREASURY arising from this Agreement. Such indemnification shall not be limited to the term of this
9 Agreement. The provisions of this Section 17 shall survive the expiration or termination of this
10 Agreement.

11 18. **INSURANCE**

12 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third
13 parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following
14 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
15 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

16 A. **Commercial General Liability**

17 Commercial General Liability Insurance with limits of not less than Two Million Dollars
18 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
19 policy shall be issued on a claims-made basis. Such insurance will have a retroactive date prior to or
20 coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or
21 non-renewed, SUBRECIPIENT shall obtain extended reporting (tail) coverage for two (2) years following
22 termination of this Agreement.

23 B. **Automobile Liability**

24 Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in
25 connection with this contract with limits of not less than One Million Dollars (\$1,000,000.00) per accident for
26 bodily injury and for property damages.

27 C. **Professional Liability**

28 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in

1 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
2 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. SUBRECIPIENT
3 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years
4 following the termination of this Agreement, one or more policies of professional liability insurance with
5 limits of coverage as specified herein.

6 D. Worker's Compensation

7 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

8 Additional Requirements Relating to Insurance

9 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance naming
10 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
11 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
12 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
13 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
14 provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed without
15 a minimum of thirty (30) days advance written notice given to COUNTY.

16 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
17 employees any amounts paid by the policy of worker's compensation insurance required by this
18 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be
19 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under
20 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

21 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
22 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
23 foregoing policies, as required herein, to the County of Fresno, County Administrative Office, Attention:
24 ARPA – SLFRF Coordinator , 2281 Tulare Street, Room 304, Fresno, CA 93721, stating that such
25 insurance coverage has been obtained and are in full force; that the County of Fresno, its officers, agents
26 and employees will not be responsible for any premiums on the policies; that for such worker's
27 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers,
28 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate

1 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
2 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the
3 operations under this Agreement are concerned; that such coverage for additional insured shall apply as
4 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
5 and employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT's
6 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
7 days advance, written notice given to COUNTY.

8 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein
9 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
10 Agreement upon the occurrence of such event.

11 All policies shall be issued by admitted insurers licensed to do business in the State of California,
12 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
13 FSC VII or better.

14 19. **RECORDKEEPING AND CONFIDENTIALITY**

15 A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT
16 must maintain records and financial documents for five (5) years after all SLFRF have been expended or
17 returned to TREASURY. SUBRECIPIENT acknowledges that the Compliance Guidance published by
18 TREASURY may change, and understands that any changes must be complied with. SUBRECIPIENT is
19 responsible to comply with any changes made to the Compliance Guidance, and COUNTY has no
20 responsibility to notify the SUBRECIPIENT of any changes to the Compliance Guidance by TREASURY.

21 B. SUBRECIPIENT shall maintain reasonable security measures to protect records
22 containing personal information from unauthorized access, acquisition, destruction, use, modification, or
23 disclosure pursuant to the California Consumer Privacy Act (CCPA) to ensure against a breach of
24 security of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have
25 established written policies and procedures that align with CCPA, and shall follow such procedures.
26 Upon request, SUBRECIPIENT shall make available to COUNTY staff such written policies and
27 procedures, and shall be monitored for compliance.

28 20. **AUDITS AND INSPECTIONS:**

1 A. SUBRECIPIENT shall, at any time during business hours, and as often as the
2 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data
3 with respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the
4 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
5 SUBRECIPIENT'S compliance with the terms of this Agreement. SUBRECIPIENT shall allow duly
6 authorized representatives of the COUNTY or independent auditors contracted by the COUNTY, or any
7 combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the
8 reviewing entity deems to be appropriate in order to determine:

- 9 1) Whether the objectives of the Program are being achieved;
- 10 2) Where the Program is being operated in an efficient and effective
11 manner;
- 12 3) Whether management control systems and internal procedures have
13 been established to meet the objectives of the Program;
- 14 4) Whether the financial operations of the Program are being conducted
15 properly;
- 16 5) Whether the periodic reports to the COUNTY contain accurate and
17 reliable information;
- 18 6) Whether all of the activities of the Program are conducted in compliance
19 with the provisions of state and federal laws and regulations and this
20 Agreement; and
- 21 7) Whether all activities associated with the Program are in compliance with
22 the Interim Final Rule and Final Rule for the SLFRF, the Compliance
23 Guidance, and any subsequent guidance issued by TREASURY.

24 B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to
25 its performance under this Agreement. These records shall be subject to the inspection, review, and audit
26 by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this
27 Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for
28 unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees

1 to promptly reimburse the COUNTY for such payments upon request.

2 C. SUBRECIPIENT agrees and acknowledges that if SUBRECIPIENT expends more
3 than \$750,000 in Federal awards during a fiscal year, SUBRECIPIENT shall be subject to an audit under
4 the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit
5 requirements.

6 21. **NOTICES** The persons and their addresses having authority to give and receive notices
7 under this Agreement include the following:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	Fresno Community Hospital and Medical Center
ARPA - SLFRF Coordinator	789 Medical Center Drive East
2281 Tulare Street, Room 304	Clovis, CA 93611
Fresno, CA 93721	Attn: Michelle Von Tersch
	Senior Vice President, Communications and Legislative Affairs

8
9
10
11
12
13 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement
14 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight
15 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service
16 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective
17 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the
18 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business
19 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
20 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic
21 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed
22 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next
23 beginning of a COUNTY business day), provided that the sender maintains a machine record of the
24 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
25 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
26 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
27 beginning with section 810).

28 22. **GOVERNING LAW**

1 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
2 California.

3 The rights and obligations of the parties and all interpretation and performance of this Agreement
4 shall be governed in all respects by the laws of the State of California.

5 **23. ADVICE OF ATTORNEY**

6 Each party warrants and represents that in executing this Agreement, it has received
7 independent legal advice from its attorneys, or the opportunity to seek such advice.

8 **24. ELECTRONIC SIGNATURES**

9 The parties agree that this Agreement may be executed by electronic signature as provided in
10 this section. An “electronic signature” means any symbol or process intended by an individual signing
11 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
12 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
13 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
14 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
15 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
16 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
17 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
18 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
19 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
20 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
21 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
22 conditioned upon the parties conducting the transactions under it by electronic means and either party
23 may sign this Agreement with an original handwritten signature.

24 **25. ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the
25 SUBRECIPIENT and COUNTY with respect to the subject matter hereof, and supersedes all previous
26 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
27 understanding of any nature whatsoever unless expressly included in this Agreement. Notwithstanding this
28 provision, any additional requirements and/or guidelines set forth by the TREASURY regarding the uses

1 and reporting requirements for ARPA SLFRF after the execution of this Agreement shall be understood to
2 be integrated into this Agreement, and binding on the parties.

3 ///

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **SUBRECIPIENT**

5 DocuSigned by:
6 Craig S. Castro

7 Craig S. Castro
8 President & Chief Executive Officer
9 Community Medical Centers

10 Mailing Address:
11 789 Medical Center Drive East
12 Clovis, CA 93611

13 **COUNTY OF FRESNO**

14 Brian Pacheco

15 Brian Pacheco, Chairman of the Board of
16 Supervisors of the County of Fresno

17 **ATTEST:**

18 Bernice E. Seidel
19 Clerk of the Board of Supervisors
20 County of Fresno, State of California

21 By: Hannah
22 Deputy

23 **FOR ACCOUNTING USE ONLY:**

24 Fund: 0026

25 Subclass: 91021

26 ORG: 1033

27 Account:
28

1 **EXHIBIT A**

2 **Program Description**

3 The SUBRECIPIENT is the Central San Joaquin Valley's largest healthcare provider, which has
4 served and continues to serve as the region's safety-net hospital, caring for every patient that walks through
5 its doors, and has kept its hospital and ICU beds available to care for the region's patients who have tested
6 positive for COVID-19 and seek emergency medical attention. The SUBRECIPIENT represents that in
7 2021, it received over 110,000 emergency visits, of which over 8,500 of those visits were COVID-19
8 inpatient and outpatients. The Program would fund the purchase of six adult Stryker beds for the
9 SUBRECIPIENT's ICU to be used for treatment and mitigation of COVID-19 at the Community Regional
10 Medical Center, Fresno; and, the purchase of a CT scanner and associated installation and adaptation
11 costs to replace the aging CT scanner, used to diagnose COVID-19 complications, at the Clovis
12 Community Medical Center, which is necessary for the ongoing prevention and treatment of COVID-19.
13 The Program will increase the SUBRECIPIENT's surge bed capacity at its ICU at the Community Regional
14 Medical Center, Fresno, and will fund the modernization of technology to provide the SUBRECIPIENT the
15 ability to diagnose and treat COVID-19 at the Clovis Community Medical Center. The Program will benefit
16 all Fresno County residents and residents of the Central San Joaquin Valley.

1 **EXHIBIT B**

2 **Subrecipient Expenditure Plan**

3 SUBRECIPIENT shall provide to COUNTY drawdown requests for payments for eligible
4 expenses to complete the Program for the amount not to exceed two million seven-hundred twenty
5 thousand six-hundred seventy dollars (\$2,720,670). SUBRECIPIENT may make drawdown requests to
6 cover eligible expenditures in support of the Program, as represented in Exhibit B, Table 1-1.

7 SUBRECIPIENT shall use the Drawdown Request Form to submit detailed drawdown requests on
8 quarterly intervals (90 days) for eligible expenditures, and shall include copies of purchase orders,
9 receipts, and reimbursement requests, detailing items purchased, and expenses incurred, or anticipated
10 to be incurred, in support of the Program.

11
12 **Table 1-1**
13 **Expenditure Plan**

14

Items	Budget	Drawdown Request
Adult Intensive Care Unit, Stryker Beds – 6 units	\$207,278	
Computed Tomography Scanner	\$2,412,273	
Scanner installation and adaptation costs	\$101,119	
Total	\$2,720,670	

15
16
17
18
19
20

1 **EXHIBIT B (continued)**

2 **Drawdown Request Form**

3 Date:

4 County of Fresno
5 ARPA - SLFRF Coordinator
6 2281 Tulare Street, Room 304
7 Fresno, CA 93721

8 **Subject: Drawdown Request for**

Subrecipient Program Subrecipient Name

9 In accordance with the executed Agreement for the above-referenced Program, the
10 [SUBRECIPIENT NAME] is requesting drawdown payment of \$ _____ in support of the
11 Program.

12 The [SUBRECIPIENT NAME] certifies that this request for payment is consistent with the
13 amount of work that has been completed to date, detailing items purchased, and expenses
14 incurred or anticipated to be incurred in support of the Program in accordance with the
15 subrecipient expenditure plan (Exhibit B, Table 1-1) documented in the executed Agreement,
16 and as evidenced by the enclosed invoices and supporting documents.

17 **Payee Invoice # / Contract # Amount**

18
19
20
21
22 Sincerely,

23
24 [Subrecipient Officer]

25 [Subrecipient Name]

26 Enclosure(s)

EXHIBIT C

Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Identifying and demographic information (DUNS):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period Start Date:	Reporting Period End Date:
Expenditure Category: 1.7 Other COVID-19 Public Health Expenses	
Total Award: \$2,720,670	Remaining Balance:

EXPENDITURES					
Category		Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
1	Public Health, COVID-19 Mitigation and Prevention				
1.7	Other COVID-19 Public Health Expenses (Medical Equipment)				
TOTAL					

PROJECT STATUS

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one.

<input type="checkbox"/>	Not started
<input type="checkbox"/>	completed less than 50 percent
<input type="checkbox"/>	completed more than 50 percent
<input checked="" type="checkbox"/>	Completed

AUTHORIZED SIGNATURE

Prepared by: (print name)

Date

1 **EXHIBIT D**

2 **Annual Performance Report**

3 All SUBRECIPIENTS that receive State and Local Fiscal Recovery Funds (SLFRF) awards are
4 required to produce an Annual Report. The Annual Report provides information on the
5 SUBRECIPIENT’s Program, and how it plans to ensure program outcomes are achieved in an
6 effective and equitable manner.

7 The initial Annual Report must cover the period from the date of award to the following June 30th and
8 must be submitted to the County within 15 calendar days after the end of the reporting period.
9 Thereafter, the Annual Report will cover a 12-month period and subrecipients will be required to
10 submit the report to the County within 15 calendar days after the end of the 12-month period (by July
11 15th).

12

Annual Report	Period Covered	Due Date
1	Award – June 30, 2022	July 15, 2022
2	July 1, 2022 – June 30, 2023	July 15, 2023
3	July 1, 2023 – June 30, 2024	July 15, 2024
4	July 1, 2024 – June 30, 2025	July 15, 2025
5	July 1, 2025 – June 30, 2026	July 15, 2026
6	July 1, 2026 – December 31, 2026	January 15, 2027

13
14
15
16
17

18 **Instructions:**

19 SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting
20 Responsibilities (Reporting Guidance) located at: [https://home.treasury.gov/system/files/136/SLFRF-
21 Compliance-and-Reporting-Guidance.pdf](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for detailed guidance on the submission of this report.

22
23
24
25
26
27
28

1 **EXHIBIT E**

2 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
3 AWARD TERMS AND CONDITIONS

4 1. Use of Funds.

- 5 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used
6 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations
7 implementing that section, and guidance issued by Treasury regarding the foregoing.
- 8 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the
9 institutional, managerial, and financial capability to ensure proper planning, management, and
10 completion of such project.

11

12 2. Period of Performance. The period of performance for this award begins on the date hereof and
13 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use
14 award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on
15 December 31, 2024.

16

17 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as
18 they relate to this award.

19

20 4. Maintenance of and Access to Records.

- 21 a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with
22 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by
23 Treasury regarding the foregoing.
- 24 b) The Treasury Office of Inspector General and the Government Accountability Office, or their
25 authorized representatives, shall have the right of access to records (electronic and otherwise) of
26 Subrecipient in order to conduct audits or other investigations.
- 27 c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been
28 expended or returned to Treasury, whichever is later.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs as specified in the Scope of Work.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b) Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- 1 ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant
2 to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated
3 by reference.
- 4 iii. Reporting Subaward and Executive Compensation Information , 2 C.F.R. Part 170, pursuant
5 to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated
6 by reference.
- 7 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension
8 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or
9 condition in all lower tier covered transactions (contracts and subcontracts described in 2
10 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's
11 implementing regulation at 31 C.F.R. Part 19.
- 12 v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth
13 in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 14 vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 15 vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 16 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42
17 ix. U.S.C. §§ 4601-4655) and implementing regulations.
- 18 x. Generally applicable federal environmental laws and regulations.
- 19 c) Statutes and regulations prohibiting discrimination applicable to this award include, without
20 limitation, the following:
- 21 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's
22 ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of
23 race, color, or national origin under programs or activities receiving federal financial
24 assistance;
- 25 iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),
26 which prohibits discrimination in housing on the basis of race, color,
27 iv. religion, national origin, sex, familial status, or disability;
- 28

- v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 or 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

1
2 13. Publications. Any publications produced with funds from this award must display the following
3 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP
4 3678 awarded to County of Fresno by the U.S. Department of the Treasury."
5

6 14. Debts Owed the Federal Government.

- 7 a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally
8 determined to be authorized to retain under the terms of this award; (2) that are determined by the
9 Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury
10 to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and
11 have not been repaid by Subrecipient shall constitute a debt to the federal government.
- 12 b) Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A
13 debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for
14 payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly
15 or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any
16 actions available to it to collect such a debt.
17

18 15. Disclaimer.

- 19 a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third
20 persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property
21 damages, or any other losses resulting in any way from the performance of this award or any other
22 contract, or subcontract under this award.
- 23 b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship
24 between the United States and Subrecipient.
25

26 16. Protections for Whistleblowers.

- 27 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise
28 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities

1 provided below, information that the employee reasonably believes is evidence of gross
2 mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority
3 relating to a federal contract or grant, a substantial and specific danger to public health or safety, or
4 a violation of law, rule, or regulation related to a federal contract (including the competition for or
5 negotiation of a contract) or grant.

6 b) The list of persons and entities referenced in the paragraph above includes the following:

- 7 i. A member of Congress or a representative of a committee of Congress;
- 8 ii. An Inspector General;
- 9 iii. The Government Accountability Office;
- 10 iv. A Treasury employee responsible for contract or grant oversight or management;
- 11 v. An authorized official of the Department of Justice or other law enforcement agency;
- 12 vi. A court or grand jury; or
- 13 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who
14 has the responsibility to investigate, discover, or address misconduct.

15 c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this
16 section, in the predominant native language of the workforce.

17
18 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217
19 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt
20 policies and programs for their employees when operating company-owned, rented or personally owned
21 vehicles.

22
23 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,
24 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce
25 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies
26 to decrease accidents caused by distracted drivers.

1 **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

2 ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

3 As a condition of receipt of federal financial assistance from the Department of the Treasury, the
4 Subrecipient provides the assurances stated herein. The federal financial assistance may include federal
5 grants, loans, and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of
6 Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies,
7 and other arrangements with the intention of providing assistance. Federal financial assistance does not
8 encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by
9 the Federal government at market value, or programs that provide direct benefits.

10 The assurances apply to all federal financial assistance from, or funds made available through the
11 Department of the Treasury, including any assistance that the Subrecipient may request in the future.

12 The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of
13 the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the
14 Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 15
- 16 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,
17 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to
18 discrimination under programs and activities receiving federal financial assistance, of any person in
19 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as
20 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other
21 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,
22 memoranda, and/or guidance documents.
 - 23 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons
24 with Limited English Proficiency," seeks to improve access to federally assisted programs and
25 activities for individuals who, because of national origin, have Limited English proficiency (LEP).
26 Subrecipient understands that denying a person access to its programs, services, and activities
27 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights
28 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,

1 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's
2 directives, to ensure that LEP persons have meaningful access to its programs, services, and
3 activities. Subrecipient understands and agrees that meaningful access may entail providing
4 language assistance services, including oral interpretation and written translation where necessary,
5 to ensure effective communication in the Subrecipient's programs, services, and activities.

6 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient
7 develops applicable budgets and conducts programs, services, and activities. As a resource, the
8 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information
9 on taking reasonable steps to provide meaningful access for LEP persons, please visit
10 <http://www.lep.gov>.

11 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition
12 of continued receipt of federal financial assistance and is binding upon Subrecipient and
13 Subrecipient's successors, transferees, and assignees for the period in which such assistance is
14 provided.

15 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors,
16 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and
17 agrees to incorporate the following language in every contract or agreement subject to Title VI and
18 its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors,
19 subcontractors, successors, transferees, and assignees:

20 *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall*
21 *comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal*
22 *financial assistance from excluding from a program or activity, denying benefits of, or*
23 *otherwise discriminating against a person on the basis of race, color, or national origin (42*
24 *U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI*
25 *regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of*
26 *this contract (or agreement). Title VI also includes protection to persons with "Limited*
27 *English Proficiency" in any program or activity receiving federal financial assistance , 42*
28 *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*

1 *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*
2 *contract or agreement.*

- 3 6. Subrecipient understands and agrees that if any real property or structure is provided or improved
4 with the aid of federal financial assistance by the Department of the Treasury, this assurance
5 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period
6 during which the real property or structure is used for a purpose for which the federal financial
7 assistance is extended or for another purpose involving the provision of similar services or benefits.
8 If any personal property is provided, this assurance obligates the Subrecipient for the period during
9 which it retains ownership or possession of the property.
- 10 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department
11 of the Treasury of the aforementioned obligations. Enforcement may include investigation,
12 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from
13 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews
14 and reporting requirements.
- 15 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any
16 complaints of discrimination on the grounds of race, color, or national origin, and limited English
17 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and
18 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or
19 completed, including outcome. Subrecipient also must inform the Department of the Treasury if
20 Subrecipient has received no complaints under Title VI.
- 21 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-
22 compliance of Title VI and efforts to address the non-compliance, including any voluntary
23 compliance or other agreements between the Subrecipient and the administrative agency that
24 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the
25 Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject
26 of any court or administrative agency finding of discrimination, please so state.
- 27 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is
28 responsible for ensuring that sub-recipients also comply with Title VI and other applicable

1 authorities covered in this document. State agencies that make sub-awards must have in place
2 standard grant assurances and review procedures to demonstrate that they are effectively
3 monitoring the civil rights compliance of subrecipients.

4
5 The United States of America has the right to seek judicial enforcement of the terms of this assurances
6 document, and nothing in this document alters or limits the federal enforcement measures that the United
7 States may take in order to address violations of this document or applicable federal law.