

CORONAVIRUS RELIEF FUND GRANT AGREEMENT WITH SNOHOMISH HEALTH DISTRICT

This CORONAVIRUS RELIEF FUND GRANT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2020, between SNOHOMISH COUNTY, a political subdivision of the State of Washington, acting by and through its Department of Emergency Management (the “County”), and the SNOHOMISH HEALTH DISTRICT, a municipal corporation of the State of Washington (the “District” or “Subrecipient”), collectively referred to as the “Parties.”

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which the County will provide Coronavirus Relief Fund (CRF) grant funding (the “Grant Funds”) to the Subrecipient.

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the “Effective Date”) and shall terminate on December 31, 2020.

3. Grant Funding.

The County agrees to provide the sum of \$10,906,943 to the Subrecipient from the County's share of its local CRF allotment, to be used for costs incurred as a result of the Coronavirus public health emergency during the period of March 1, 2020, through December 31, 2020, and not accounted for in the Subrecipient's budget approved as of March 27, 2020. The County shall pay the Grant Funds to the Subrecipient on a reimbursement basis only for actual costs incurred, including expenses identified in Exhibit D or as authorized in advance by the County. The County shall not make payment in advance or in anticipation of services or supplies to be funded by the Grant Funds under this Agreement.

4. Subrecipient's Use of Grant Funds.

The Subrecipient shall use the Grant Funds solely for purposes authorized under Federal law, which Parties agree includes, but is not limited to hiring personnel and acquiring office and computer equipment necessary to: (1) expand community testing for COVID-19 throughout Snohomish County, (2) perform contact tracing on all cases of COVID-19 diagnosed within Snohomish County, and (3) operate a Communicable Disease Response Team to combat COVID19 infections, all as further described in Exhibit A, attached hereto and incorporated herein by this reference (the “Services”). In performing the Services, the Subrecipient shall ensure that the Grant Funds cover costs that are necessary and eligible under any of six cost categories:

- (a) COVID-19-related medical expenses;
- (b) COVID-19-related public health expenses;

- (c) Payroll Expenses for those employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- (d) Expenses of actions to facilitate compliance with COVID-19 public health measures;
- (e) Expenses of associated with the provision of economic support related to the COVID-19 public health emergency, and;
- (f) Any other Covid-19 related expense necessary to the function of government that satisfy the fund eligibility criteria.

The Subrecipient shall not use funds available under this Agreement to supplant funds otherwise available.

5. Independent Contractor.

The Subrecipient agrees that the Subrecipient will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Subrecipient is not entitled to any benefits or rights enjoyed by employees of the County. The Subrecipient specifically has the right to direct and control Subrecipient's own activities in providing the Services in accordance with this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Subrecipient shall furnish, employ and have exclusive control of all persons to be engaged in performing the Subrecipient's obligations under this Agreement (the "Subrecipient personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Subrecipient personnel shall for all purposes be solely the employees or agents of the Subrecipient and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Subrecipient personnel, the Subrecipient shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Subrecipient personnel when required by law.

Because it is an independent contractor, the Subrecipient shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Subrecipient agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Subrecipient assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Subrecipient and as to all duties, activities and requirements by the Subrecipient in performance of the Services under this Agreement.

6. Invoicing.

The Subrecipient shall submit monthly invoices to the County for reimbursement, PROVIDED, HOWEVER, that the final invoice shall be submitted to the County no later than December 15, 2020. The invoices shall:

- (a) Reference contract number “COVID-19 CFR-SHD”;
- (b) Describe and document, to the County’s satisfaction, the reimbursable expenditures as set forth in Exhibit D;
- (c) Include a Certification in substantially the form attached hereto as Exhibit B, executed by a District official with authority to bind the District, and attesting that all expenditures submitted on the invoice are in compliance with the United States Treasury Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments (<https://home.treasury.gov/system/files/136/Coronavirus-ReliefFund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>);
- (d) Include an Activity Report in substantially the form attached hereto as Exhibit C, providing a detailed breakdown of expenditures within each applicable budget subcategory identified in the invoice and a breakdown of expenditures to date; and
- (e) Include any other documentation requested by the County.

The Subrecipient shall send invoices to the County at the following address:

Snohomish County DEM
ATTN: Evelyn Fotheringill
720 80th Street SW, Bldg. A
Everett, WA 98203

7. Payment.

Within thirty (30) days of receipt of a properly completed invoice and supporting documentation, including the Certification and Activity Report described in Section 6 above, the County shall review and either (a) approve the invoice and remit payment to the Subrecipient, or (b) reject the invoice. If the County rejects the invoice, it shall provide the Subrecipient with a written notification explaining the basis for the rejection, after which the Subrecipient may correct the County-identified deficiencies and resubmit the invoice. The County shall send payment to the Subrecipient at the following address:

Snohomish Health District
3020 Rucker Avenue
Everett, WA 98201

8. Duplication of Billed Costs.

The Subrecipient shall not bill the County for Services performed under this Agreement, and the County shall not reimburse the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other sources, including grants, for that Service.

9. Indirect Costs.

The Subrecipient shall provide and may include in its invoicing the indirect cost rate that has been negotiated between its entity and the federal government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) can be used.

10. Records Maintenance.

10.1 The Subrecipient shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein in accordance with state and federal law, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

10.2 The Subrecipient shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

10.3 Records must be sufficient to demonstrate the Grant Funds have been used in accordance with section 601(d) of the Social Security Act.

10.4 The Subrecipient shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under this Agreement, shall be subject at reasonable times during normal business hours of the District to inspection, review or audit by County, personnel duly authorized by County, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

10.5 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

11. Audit.

11.1 The Subrecipient shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with all applicable laws, rules, and regulations, and grant provisions. The Subrecipient shall prepare appropriate financial statements, including a schedule of expenditures of federal awards.

11.2 In order to ensure and to provide documentation that the funds are used only as provided in this Agreement, the Subrecipient shall account for all funds under this Agreement in a separate account or fund.

11.3 If the Subrecipient expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year applicable to this Agreement, the Subrecipient shall procure and pay

for a single audit or a program- specific audit for that fiscal year. Upon completion of each audit, the Subrecipient shall (a) submit to the County the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and (b) submit to the County follow-up and developed corrective action plans for all audit findings. If the Subrecipient expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Subrecipient shall notify the County they did not meet the single audit requirement. The Subrecipient shall send all single audit documentation to the County within ninety (90) calendar days of receipt.

11.4 All disbursements of funds to the Subrecipient under this Agreement shall be subject to audit and recovery of disallowed costs from the Subrecipient.

12. Repayment of Funds to County.

12.1 The Subrecipient shall return Grant Funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events: (a) if overpayments are made by the County; or (b) if an audit of the Services by the U.S. Department of the Treasury or the County determines that the funds have been expended for purposes not permitted by the CARES Act, the U.S. Department of the Treasury, the County, or this Agreement. In either case, the County shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. Provided, however, in the case of an audit by the County resulting in demand for repayment of funds, the obligation to repay within (60) calendar days shall be tolled if the dispute resolution provisions contained in section 23 are utilized until a final non-appealable outcome of the dispute is achieved.

12.2 No exercise by the County of the right to demand repayment of funds from the Subrecipient shall bar the Subrecipient from utilizing the dispute resolution provisions of this Agreement, nor shall it foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.

12.3 The Subrecipient is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

13. Debarment.

13.1 The Subrecipient, defined as the primary participant and its principals, certifies by executing this Agreement that to the best of its knowledge and belief that they:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

- (b) Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- (d) Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

13.2 Where the Subrecipient is unable to certify to any of the statements in this Section 13, the Subrecipient shall attach an explanation to this Agreement.

13.3 The Subrecipient agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by County.

13.4 The Subrecipient further agrees by executing this Agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Subrecipient certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Subrecipient is unable to certify to any of the statements in this contract, such Subrecipient shall attach an explanation to this contract.

14. Acknowledgement of Federal Funds.

Grant Funds paid out under this Agreement are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. From and after the effective date of this Agreement, the Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statements:

“This project was supported by funding awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Project funds are administered by the Local Government Coronavirus Relief Fund thru Snohomish County.”

15. County Non-Discrimination.

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington’s Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Subrecipient shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Subrecipient of the Subrecipient’s compliance with the requirements of Chapter 2.460 SCC. If the Subrecipient is found by a court of competent jurisdiction to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County’s discretion. This provision shall not affect the Subrecipient’s obligations under other federal, state, or local laws against discrimination.

16. Indemnification and Hold Harmless.

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the County and all officials, agents, volunteers and employees of the County, from and against all claims for injuries, death or property damage arising out of or resulting from the performance of the Agreement. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys’ fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subrecipient's obligation to indemnify, defend, and hold harmless includes any claim by Subrecipient's agents, employees, representatives, or any subgrantee/subcontractor or its employees. Subrecipient expressly agrees to indemnify, defend, and hold harmless the County for any claim arising out of or incident to Subrecipient’s or any subgrantee's/subcontractor's performance or failure to perform the obligations under this Agreement. Grantee’s indemnification, defense, and hold harmless obligations shall survive the expiration, abandonment, or termination of this Agreement.

The above indemnification obligations shall include, but are not limited to, all claims against the County by an employee or former employee of the Subrecipient or its subcontractors, and the Subrecipient, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

17. Insurance.

The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect Snohomish County should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subrecipient, or subgrantee, or agents of either, while performing under the terms of this Grant.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Subrecipient under this Agreement. The Subrecipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

The Subrecipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Subrecipient to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name Snohomish County, its officers, officials, employees and agents as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subrecipient shall instruct the insurers to give the County thirty calendar days advance notice of any insurance cancellation or modification. During the term of the Grant, the Subrecipient shall submit renewal certificates not less than ten calendar days prior to expiration of each policy required under this section.

The Subrecipient shall submit a certificate of insurance which outlines the coverage and limits defined in this insurance section. An Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Agreement.**

The Subrecipient shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Additionally, the Subrecipient is responsible for ensuring that any subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Workers' Compensation. Statutory requirements of the state of residency and Employers' Liability or "Stop Gap" coverage: \$1,000,000.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the County as beneficiary.
- B. The Subrecipient shall provide, at the County's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that the County will be provided thirty (30) days advance written notice of cancellation.

Self-Insured/Liability Pool or Self-Insured Risk Management Program - With prior approval from the County, the Subrecipient may provide the coverage above under a selfinsured/liability pool or self-insured risk management program. In order to obtain permission from the County, the Subrecipient shall provide: (1) a description of its selfinsurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. The County, its officers, officials, employees and agents need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

18. Compliance with Laws.

18.1 The Subrecipient and the County shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to United States Laws, Regulations and Circulars (Federal).

18.2 The Subrecipient shall comply with the CARES Act, PL 116-136, Section 5001 Coronavirus Relief Fund regarding allowable expenditures: (a) The Subrecipient agrees to undertake the Services to address necessary expenditures due to the public health emergency related to the Coronavirus (COVID-19) pandemic; (b) Such expenditures may not already be part of a budget approved by the Subrecipient; and (c) Such expenditures must be incurred during the period of March 1, 2020 through December 30, 2020. The Subrecipient shall comply with all federal guidance regarding the CARES Act, PL 116-136, Section 5001 Coronavirus Relief Fund.

18.3 The Subrecipient shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

18.4 The Subrecipient shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

18.5 The Subrecipient shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

18.6 The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of Services under this Agreement.

19. The Health Insurance Portability and Accountability Act of 1996.

19.1 Definitions.

- (a) “Covered Entity” has the same meaning as that term is defined in 45 C.F.R. §160.103.
- (b) “Disclose” and “disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside the Subrecipient’s internal operations or to other than its employees.
- (c) “Protected Health Information” has the same meaning as that term is defined in 45 C.F.R. §160.103.
- (d) “Required by law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, grand jury or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; statutes or regulations that require the production of information.

Terms used in this Section 19 but not otherwise defined in this Subsection shall have the same meaning as those terms are defined in the HIPAA privacy regulations.

19.2 The Subrecipient acknowledges that the County’s Department of Emergency Management is not a Covered Entity. The Subrecipient agrees it will not provide Protected Health Information to the County’s Department of Emergency Management unless (1) the Subrecipient and the County execute a business associate agreement, (2) in the professional judgment of the Subrecipient, such disclosure is necessary to prevent a serious and imminent threat, as contemplated in 45 C.F.R. §164.512(j) and the Subrecipient limits disclosure to the minimum

necessary for the purpose of abating the identified serious and imminent threat, or (3) such disclosure is otherwise required by law.

20. Equipment and Supply Management.

The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- (a) Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- (b) All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- (c) Inventory system records shall include: (i) description of the property; (ii) manufacturer's serial number, model number, or other identification number; (iii) funding source for the equipment, including the Federal Award Identification Number (FAIN); (iv) Assistance Listings Number (formerly CFDA number); (v) who holds the title; (vi) acquisition date; (vii) cost of the equipment and the percentage of federal participation in the cost; (viii) location, use and condition of the equipment at the date the information was reported; and (ix) disposition data including the date of disposal and sale price of the property.
- (d) The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- (e) The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- (f) The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the County.
- (g) The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- (h) If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

For disposition, if upon termination or expiration of this Agreement, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

- (i) For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- (ii) For Equipment: Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency. Items with a current per-unit fair market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- (i) Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- (j) The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

21. Subcontracting.

The Subrecipient may only subcontract work contemplated under this Agreement if it obtains the prior written approval of County. The County will review such requests and respond within (10) ten calendar days of such request. The Subrecipient shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, County in writing may: (a) require the Subrecipient to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Subrecipient from subcontracting with a particular person or entity; or (c) require the Subrecipient to rescind or amend a subcontract. Every subcontract shall bind the Subrecipient to follow all applicable terms of this Agreement. Every subcontract shall include terms that the County and the U.S. Dept. of Treasury are not liable for claims or damages arising from a Subrecipient's performance of the subcontract. Subrecipient shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Subrecipient is responsible to the County if a subcontractor fails to comply with any applicable term or condition of this Agreement. The Subrecipient shall appropriately monitor the activities of

subcontractors to assure compliance with fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Subrecipient to the County for any breach in the performance of the Subrecipient's duties.

22. Termination and Remedies.

22.1 In the event the County reasonably determines that the Subrecipient has failed to comply with the conditions of this Agreement in a timely manner, the County has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, the County shall notify the Subrecipient in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, this Agreement may be terminated or suspended. In the event of termination or suspension, the Subrecipient shall be liable for damages as authorized by law including, but not limited to, any cost difference between this Agreement and any replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The County reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations during investigation of any alleged compliance breach and pending corrective action by the Subrecipient or a decision by the County to terminate this Agreement. If this Agreement is so terminated or suspended, the County shall be liable only for payment required under the terms of this Agreement for Services rendered prior to the effective date of termination or suspension.

22.2 Except as otherwise provided in this Agreement, either party may, by thirty (30) days written notice, beginning on the second day after mailing, terminate this Agreement, in whole or in part.

22.3 In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date, the County may suspend or terminate this Agreement immediately. In lieu of termination, this Agreement may be amended to reflect the new funding limitations and conditions.

22.4 The County may, in its sole discretion, terminate this Agreement or withhold payments claimed by the Subrecipient for services rendered if the Subrecipient fails to satisfactorily comply with any term or condition of this Agreement. The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

23. Dispute Resolution.

Except where specifically stated in this Agreement that this dispute resolution procedure does not apply, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the Parties, and be sent to all Parties. The panel shall consist of a

representative appointed by the County, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both Parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

24. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Department of Emergency Management
720 80th Street SW, Bldg. A
Everett, WA 98204
Attention: Jason Biermann

If to the Subrecipient: Snohomish Health District

Administrative Officer

3020 Rucker Avenue
Everett, WA 98201
Attention: Shawn Frederick

25. Complete Agreement.

This Agreement constitutes the entire understanding of the Parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

26. Amendments.

This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

27. Order of Precedence.

In the event that any provisions of the Agreement, including all authorities incorporated by reference, are in conflict with one another, the provision which is the more encompassing and restrictive on the Subrecipient's actions shall apply. In the event that equally restrictive provisions are in conflict with one another, the sources of the provisions shall govern their precedence. The order of precedence shall be first federal, then local.

28. Governing Law; Venue.

This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

29. Severability.

Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

30. Survival.

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

31. Nonwaiver of Breach.

The failure of either party hereto to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

32. Time of the Essence.

Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out its obligations under this Agreement diligently and in good faith.

33. After-the-Agreement Requirements.

Each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the District and the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CARES Act Section 5001 Coronavirus Relief Fund dollars. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the grant have been completed.

SNOHOMISH COUNTY:

SNOHOMISH HEALTH DISTRICT:

County Executive

Date

Administrative Officer

Date

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Date

Date

Date

Exhibit A

Specific Projects - Scope of Work

In addition to reimbursement for other allowable expenses under The CARES Act, SHD will undertake the following:

COVID-19 Testing and Contact Tracing

SHD will provide staff and supplies to support wide-spread availability of testing (~2,000 tests per week or ~10% of the county's uninsured population) throughout Snohomish County for individuals with symptoms or a known exposure. Upon the request of the Governor's Office, or an agency employing healthcare providers or first responders, or in the event that Snohomish County's COVID-19 case counts necessitate a return to Phase 1 under the Governor's Safe Start Plan, SHD will also increase the capacity to quickly test healthcare, first responders and other essential workers necessary for the workforce of Snohomish County. Funding covers lab and test kit expenditures to sustain community-based testing (CBT) sites as well as testing sites targeted towards pockets of population experiencing outbreaks. Funding makes testing available to all in the county, regardless of their ability to pay.

SHD will also provide seven (7) supervisors and fifty (50) disease investigators, along with necessary laptops, cell phones, and office supplies and support for them to conduct case investigation calls and contact notifications, within DOH recommended timelines for achieving infection control. SHD will perform case investigation calls and contact notifications upon receipt of notice of: (1) an individual testing positive for COVID-19, (2) a declaration of a person under investigation for suspected COVID-19 infection, or (3) an individual in close contact with either an individual who has tested positive for COVID-19 or a person under investigation for suspected COVID-19 infection.

As necessary, SHD will also provide staff and supplies to support planning and operation of testing sites and administrative support related to data entry, registration, lab requisitioning, and result entry/notification.

COVID-19 Communicable Disease Response Team

SHD will hire and equip ten (10) staff who specialize in infection control and/or have public health education and outreach experience. These staff will form communicable disease response teams that will respond to site-specific cluster outbreaks at places most at risk for COVID-19, including, but not limited to, long term care facilities, child care, schools/colleges, or employment sites. The communicable disease response teams will provide direct outreach to each affected facility including, but not limited to, assessing and advising the facility and its staff on infection control practices, environmental controls, sanitation, testing, contact notifications, and employee/client/family communication and education. SHD will provide this service to site-specific outbreaks in accordance with the Governor's Safe Start Program.

Additional COVID-19 Communications Support

SHD will hire two (2) communications personnel to assist SHD and the Snohomish County Joint Information Center. These positions will focus on expanding outreach regarding COVID-19 to the public via social media platforms and enhance our existing communications with underserved populations around Snohomish County.

Exhibit B

Form of Certification

CORONAVIRUS RELIEF FUNDS (CFR) CERTIFICATION

I, <First, Last Name>, am the <Title> of Snohomish Health District (“District”), and certify that:

1. I have the authority and approval from the governing body on behalf of the District to request reimbursement from Snohomish County–DEM per contract number _____ from the allocation of the CRF as created in section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) for eligible expenditures included on the corresponding invoice for the following reporting period <Report Period> from claim.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from the CRF under this Contract were used only to cover those costs that:
 - a. Are reasonable and necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Expenditures were not accounted for in the budget most recently approved as of March 27, 2020, and;
 - c. Expenditures were incurred and paid during the period that begins March 1, 2020 and ends on November 30, 2020.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by the U.S. Department of the Treasury¹ (“Treasury”) and certify costs meet the required guidance. Any funds expended by the District or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the County for return to the Treasury.
5. I understand the District receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Section 200.333- Retention requirements for records. Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the District has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

Name & Title

Date

¹ Guidance available at: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-StateTerritorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

Exhibit C

Form of Activity Report

[To be inserted.]

Exhibit D

Anticipated Expenses

Testing (\$4,257,600) and Contact Tracing (\$ 6,095,932) = \$10,353,532:

	May 20	June 20	July 20	August 20	September 20	October 20	November 20	December 20	Total
Sustaining Current COVID Expenditures									
Estimated Monthly Billable Costs (existing staffing & non-labor resources diverted to COVID 19 response)	334,500	334,500	334,500	334,500	334,500	334,500	334,500	334,500	2,676,000
Estimated Monthly Overhead Costs (existing staffing & non-labor resources diverted to COVID 19 response)	98,000	98,000	98,000	98,000	98,000	98,000	98,000	98,000	784,000
Contact Tracing									
50 Temp Disease Inv Spec (Salary and Benefits excluding PERS)		416,667	416,667	416,667	416,667	416,667	416,667	416,667	2,916,667
7 Temp DIS Supervisors (Salary and Benefits excluding PERS)		79,583	79,583	79,583	79,583	79,583	79,583	79,583	557,081
3 Temp Program Assistant II (Salary and Benefits excluding PERS)	20,917	20,917	20,917	20,917	20,917	20,917	20,917	20,917	167,336
2 Temp Communication Coord (Salary and Benefits excluding PERS)	15,893	15,893	15,893	15,893	15,893	15,893	15,893	15,893	127,148
Cell Phones, 50 DIS Staff	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	27,200
Computers, 61 New Staff		152,500							152,500
Legal Services (based on March 2020)	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	168,000
Upgrade Electronic Medical Records System		250,000							250,000
Testing (PPE Needs Addressed Under PPE Section)									
4 Testing Site Coordinator	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	272,000
2 Temp Program Assistant II (Salary and Benefits excluding PERS)		14,000	14,000	14,000	14,000	14,000	14,000	14,000	98,000
Testing Kits: Nasal Swab and UTM (Quant 1600 @ \$125 for Uninsured Sno)	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	1,600,000
Serology test kits (\$45/kit at 200 kits per month)		9,000	9,000	9,000	9,000	9,000	9,000	9,000	63,000
Testing Kits: Abbot Rapid Swab (500/mo @ \$30)	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	120,000
Abbott Machines (2 at \$18k each)		36,000							36,000
Translation services	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	24,000
Advertising & Public Messaging	8,000	8,000	8,000	25,000	25,000	25,000	25,000	25,000	149,000
Meals for test sites (\$400/day per site, avg 3 days/wk - SnoCo biz only)	19,200	19,200	19,200	19,200	19,200	19,200	19,200	19,200	153,600
Misc Supplies and Printing	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	12,000
Total Expenditures	774,412	1,732,160	1,293,660	1,310,660	1,310,660	1,310,660	1,310,660	1,310,660	10,353,532

Communicable Disease Response Team – Intervention = \$553,411

Description	Estimated Monthly Cost	Estimated Costs through December	Notes
Child Care Outreach PHN	\$ 5,803.0	\$ 34,818.0	Temp position: Salary and benefits w/o PERS, June-Dec
Child Care Outreach EHS	\$ 7,878.0	\$ 47,268.0	Temp position: Salary and benefits w/o PERS, June-Dec
2 Communicable Disease Nurses	\$ 14,788.9	\$ 88,732.8	Temp position: Salary and benefits w/o PERS, June-Dec
2 Medical Assistants	\$ 11,029.2	\$ 66,175.2	Temp position: Salary and benefits w/o PERS, June-Dec
2 Epidemiologists	\$ 15,371.2	\$ 92,227.2	Temp position: Salary and benefits w/o PERS, June-Dec
2 Health Educators	\$ 14,638.0	\$ 87,828.0	Temp position: Salary and benefits w/o PERS, June-Dec
1 Web Coms	\$ 6,139.9	\$ 36,839.4	Temp position: Salary and benefits w/o PERS, June-Dec
1 Coms Coordinator	\$ 6,354.4	\$ 38,126.4	Temp position: Salary and benefits w/o PERS, June-Dec
12 Computers	\$ 30,000.0	\$ 30,000.0	One Time Cost
12 Cell Phones	\$ 816.0	\$ 4,896.0	
Increased Capacity for LMS	\$ 2,500.0	\$ 15,000.0	
Tech Lic Upgrades	\$ 10,000.0	\$ 10,000.0	One Time Cost
General Office Supplies	\$ 250.0	\$ 1,500.0	
Totals:	\$ 125,568.6	\$ 553,411.0	