

## **Memorandum of Agreement (MOA)**

Between

**Snohomish Health District**

And

**Bastyr University**

THIS AGREEMENT, made and entered into this by and between the **SNOHOMISH HEALTH DISTRICT**, a municipal corporation in the State of Washington, hereinafter referred to as "the District" and **BASTYR UNIVERSITY**, an independent contractor, hereinafter referred to as "Bastyr."

### **1. TERMS AND CONDITIONS**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text and exhibits of this Agreement.

### **2. SERVICES**

Bastyr shall perform activities in support of the Advancing Health Literacy grant, per the specifications and conditions described in attached Exhibit 1 entitled "Statement of Work".

### **3. EFFECTIVE DATE**

Subject to funding availability, this Agreement shall be in effect beginning July 1, 2021 and shall expire June 30, 2023, unless extended pursuant to Section 10 of this Agreement.

### **4. BILLING AND REIMBURSEMENT PROCEDURES**

- A. Bastyr will provide detailed invoices to the District on a monthly basis, no later than the 15<sup>th</sup> of the each month, for allowable expenses incurred the month prior. Upon Board approval, the District will remit to Bastyr the amount due within 35 days of receipt of the invoice.
- B. The District will reimburse Bastyr based on staffs' actual rate and working hours recorded, or based on reimbursement for expenses incurred by Bastyr in support of the grant, with approval prior to purchase. Maximum consideration under this Agreement shall not exceed \$225,000 as noted in Exhibit 1, unless modified as provided herein.

### **5. HHS HEALTH LITERACY GRANT**

The Parties acknowledge that the funding for this Agreement is through the Department of Health and Human Services Health Literacy Grant. The Parties agree to comply with the terms of the Grant Agreement.

### **6. SUBCONTRACTING**

Bastyr shall not subcontract, assign or delegate any rights or obligations under this agreement, either in whole or in part, without the prior written approval of the District.

### **7. INSURANCE**

Each party will maintain in effect appropriate levels of insurance or self-insurance for the duration in amounts sufficient to meet its liability obligations under this agreement. Institution will maintain, or will cause Investigator to maintain, adequate levels of medical malpractice insurance for the term of the agreement. Each party will provide certificates of insurance to the other party upon reasonable request. Each party's insurance coverage will comply with applicable laws, rules, regulations and insurance guidelines. The failure of any party to

secure appropriate amounts shall in no way limit liability pursuant to this agreement.

#### **8. INDEMNIFICATION/HOLD HARMLESS**

- A. Each of the parties hereto agrees to be liable for its own conduct, including but not limited to breach of this Agreement, and to indemnify the other party against any and all losses therefor. In the event that loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's damages.
- B. Each parties' obligation herein shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss from action, error or omissions by its officers, employees, agents, or subcontractors in the performance of this agreement.

#### **9. VENUE STIPULATION**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.

#### **10. AGREEMENT ALTERATIONS AND AMENDMENTS**

The District and Bastyr may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the respective parties.

#### **10. EXTENSION OR TERMINATION**

- A. Except as otherwise provided in this Agreement, the District may extend this Agreement as funding is available, upon thirty (30) days written notification and acceptance of Bastyr.
- B. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
- C. In the event funding for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to expiration, the District may terminate this contract immediately, subject to renegotiation under those new funding limitations and conditions.
- D. The District agrees to notify Bastyr of the termination at the earliest possible time. The termination will be effective on the date specified in the termination notice. The District will be liable for payment for services rendered prior to the effective date of termination.

#### **11. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provisions, and to this end the provisions of this Agreement are declared to be severable.

#### **12. NOTICES**

Unless otherwise directed in writing, notices, reports and payments shall be delivered to the following addresses:

SNOHOMISH HEALTH DISTRICT  
Attn: Accounts Payable  
3020 Rucker Avenue, Suite 306  
Everett WA 98201-3900  
425.339.5210 or [accountspayable@snohd.org](mailto:accountspayable@snohd.org)

BASTYR UNIVERSITY

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### **13. AUDIT**

If Bastyr expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year applicable to this Agreement, Bastyr shall procure and pay for a single audit or a program- specific audit for that fiscal year. Upon completion of each audit, Bastyr shall (a) submit to the District 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 District follow-up and developed corrective action plans for all audit findings. Bastyr shall send all single audit documentation to the District within ninety (90) calendar days of receipt.

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

### **14. DEBARMENT**

Providence certifies that Bastyr has not been: (i) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (Federal, state or local) contract or subcontract, (ii) listed by a federal governmental agency as debarred, (iii) proposed for debarment or suspension or otherwise excluded from federal program participation, (iv) been convicted of or had a civil judgment rendered against them regarding dishonesty or breach of trust, including but not limited to, the commission of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of Federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, or (v) within a three (3) year period preceding the date of this agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

### **15. ALL WRITINGS CONTAINED HEREIN**

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**Snohomish Health District**

\_\_\_\_\_  
Shawn Frederick, Administrative Officer

Date: \_\_\_\_\_

**Bastyr University**

\_\_\_\_\_  
Dr. David Rule, Senior Vice President and Provost

Date: \_\_\_\_\_

DRAFT

## **EXHIBIT 1 STATEMENT OF WORK**

### **Purpose and Scope**

The purpose of the project is to demonstrate the effectiveness of local government implementation of evidence-based health literacy strategies that are culturally appropriate to enhance COVID-19 testing, contact tracing and/or other mitigation measures (e.g., public health prevention practices and vaccination) in racial and ethnic minority populations and other socially vulnerable populations, including racial and ethnic minority rural communities. The Snohomish Health District has been awarded the Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 grant from the Department of Health and Human Services' Office of the Assistant Secretary for Health that will benefit Snohomish County.

### **Duration**

This MOA shall become effective upon signature by the duly authorized representatives of the undersigned partner and the Snohomish Health District and will remain in effect for the duration of the funding period for the Snohomish County Advancing Health Literacy Project unless modified by mutual consent and executed in writing by the authorized representatives of all parties. The MOA is at-will and may be terminated by any party with at least 30 days written notice to the other party.

### **Roles and Responsibilities of the Snohomish Health District**

The Snohomish Health District will contribute the following expertise toward completion of the Snohomish County Advancing Health Literacy Project:

- Experience providing public health services to all parts of Snohomish County
- Experience collecting data from multiple sources and repositories, with an epidemiologist who can analyze this data to monitor trends
- Knowledge gained unified command in response to the COVID-19 pandemic in Snohomish County at-large

As the Advancing Health Literacy recipient, the Snohomish Health District will undertake the following activities:

- Administer funds on behalf of the Snohomish County Advancing Health Literacy Project in a manner consistent with federal grant guidelines
- Facilitate collaboration toward the completion of the goals, objectives, activities, management, and evaluation of the Snohomish County Advancing Health Literacy Project, as submitted for funding

### **Roles and Responsibilities of Bastyr University**

Bastyr University will contribute the following expertise toward completion of the Snohomish County Advancing Health Literacy Project:

- Knowledge of the local community, and its services, resources, strengths, challenges, and history
- Experience with teaching research, program evaluation and statistics to undergraduate and graduate students, including medical students and fellows
- Experience designing, implementing and evaluating community, public health, medical education and clinical evaluation projects

Bastyr University commits to undertaking the following activities:

- Participate fully in work required by the project to complete activities related to the disparity impact statement, health literacy plan implementation and sustainability, quality improvement and evaluation.
- Dedicate staff time as agreed upon in the development of the scope of work for project meetings and consultations regarding the Snohomish County Advancing Health Literacy Project
- Treat shared information as confidential and agree not to disclose shared information to unauthorized entities
- Create partnerships and linkages to contribute to the overall success of the project
- Bring to the table a willingness to be creative, focusing on solutions rather than barriers
- Disclose any conflict of interest that may arise in the course of the Snohomish County Advancing Health Literacy Project activities
- Protect patients and comply with all Health Insurance Portability and Accountability Act and federal requirements
- Complete necessary requirements to maintain Minority Serving Institution (MSI) status

#### **Use of Snohomish County Advancing Health Literacy Project Name**

No party will use the name or logo of the Snohomish County Advancing Health Literacy Project in any advertisement, press release, or other publicity without written prior approval of the Snohomish Health District. The Snohomish Health District has the right to acknowledge partner's support of the work performed under this MOA in public communications.

#### **Termination**

It is mutually understood and agreed by and among the parties that the partner will provide at least 30 days' notice of the intention to withdraw from the project. If a partner chooses to withdraw, said partner commits to completing or arranging to complete those assignments due within the 30-day termination notice period before the final termination date. The terminating partner will not be held accountable for work due beyond the final termination date. Partner understands that termination of this MOA prior to the completion of the team's work or failure to complete partner's roles and responsibilities shall make the partner ineligible for future cooperation with Snohomish County Advancing Health Literacy Project.