

## **CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AGREEMENT WITH SNOHOMISH HEALTH DISTRICT**

This CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AGREEMENT (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 Local Fiscal Recovery funds (“CLFR”) grant funding (the “Grant Funds”) to the Subrecipient for reimbursement of Premium Pay to Subrecipient’s Qualified Employees.

### **2. Term of Agreement.**

This Agreement shall be effective upon full execution by the Parties (the “Effective Date”) and shall terminate on December 31, 2021.

### **3. Grant Funding.**

The County agrees to provide up to \$150,000 to the Subrecipient from the County's share of its CLFR allotment, to be used for reimbursing the District for providing up to \$1,250 of Premium Pay to the District’s Qualified Employees as defined in Section 4 below. The County shall pay the Grant Funds to the Subrecipient on a reimbursement basis only for actual costs incurred. The County shall not make payment in advance or in anticipation of costs incurred by the Grant Funds under this Agreement.

### **4. Subrecipient’s Use of Grant Funds.**

The Subrecipient shall use the Grant Funds solely for reimbursing the costs of providing Premium Pay to its Qualifying Employees. Premium Pay is a sum of up to \$1,250 per Qualifying Employee. Premium Pay shall be additive to the regular wages of a Qualified Employee. Subrecipient shall design a Premium Pay program for its Qualifying Employees that complies with 1) Article 2, Section 25 of the Washington State Constitution, 2) the American Rescue Plan Act, 3) the U.S. Treasury CLFR Interim Final Rule (31 CFR Part 35) and U.S. Treasury FAQs, and 4) collective bargaining law.

Qualifying Employees are defined as exclusively full-time or part-time regular employees of the Subrecipient whose assigned job duties require that 1) the employee regularly be required to work face-to-face with the general public, 2) the employee regularly be required to work face-to-face with other Subrecipient staff that may have been exposed to the general public, or 3) the employee regularly be required to physically handle items that were also handled by others.

Employees that perform their duties via telework are not Qualifying Employees. The Subrecipient's Health Officer and the Subrecipient's Administrative Officer are also not Qualifying Employees.

**5. No Agency Relationship.**

The Subrecipient agrees that the provision of funds under this Agreement to Subrecipient does not in any way establish an agency relationship between the County and the Subrecipient. 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 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.

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 31, 2021. Any invoice received after December 31, 2021, shall not be eligible for reimbursement. The invoices shall:

- (a) Reference contract number "PREMIUM PAY-SHD";
- (b) Activity Report: Describe and document, to the County's satisfaction, the reimbursable expenditures, including a written justification for each Qualifying Employee, pursuant to 31 CFR Part 35.6(c), demonstrating how providing premium pay to that Qualifying Employee responds to eligible workers performing essential work during the public health emergency;
- (c) Certification: Include a Certification in substantially the form attached hereto as Exhibit A, 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 allowable statutory expenditures at 42 USC § 803(c)(1)(B), the Interim Final Rule at 31 CFR Part 35, and U.S. Treasury FAQs;
- (d) 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 payments 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 the cost of Premium Pay to Qualified Employees under this Agreement, and the County shall not reimburse the Subrecipient for same, if the Subrecipient is entitled to payment or has been or will be paid by any other sources, including grants, for Premium Pay to Qualified Employees.

#### **9. Records Maintenance.**

**9.1** 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.

**9.2** 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.

**9.3** Records must be sufficient to demonstrate the Grant Funds have been used in accordance with 42 USC § 803(c)(1)(B), 31 CFR Part 35, and U.S. Treasury FAQs.

**9.4** 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.

**9.5** 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.

## **10. Audit.**

**10.1** 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.

**10.2** 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.

**10.3** 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 it 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.

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

**11. Repayment of Funds to County.**

**11.1** 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, the State, or the County determines that the funds have been expended for purposes not permitted by 42 USC § 803(c)(1), 31 CFR Part 35, U.S. Treasury FAQs, the U.S. Department of the Treasury, the County, state law, or this Agreement. In such a 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.

**11.2** No exercise by the County of the right to demand repayment of funds from the Subrecipient shall 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.

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

**12. Debarment.**

**12.1** 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.

**12.2** Where the Subrecipient is unable to certify to any of the statements in this Section 12, the Subrecipient shall attach an explanation to this Agreement.

**12.3** The Subrecipient agrees by executing 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.

**12.4** 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.

**13. Acknowledgement of Federal Funds.**

Grant Funds paid out under this Agreement are made available and are subject to Section 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021. 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, in whole or in part, by federal award number CFDA 21.027 awarded to Snohomish County by the U.S. Department of Treasury.

**14. 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.

#### **15. 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. Subrecipient'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.

#### **16. 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 Agreement.

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 self-insured/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 self-insurance 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.

**17. Compliance with Laws.**

**17.1** 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).

**17.2** The Subrecipient shall comply with the American Rescue Plan Act of 2021, PL 117-2, Section 9901 regarding allowable expenditures. (The Subrecipient shall also comply with all federal guidance regarding the CLFR funds, including the Interim Final Rule at 31 CFR Part 35 and U.S. Treasury FAQs.

**17.3** 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, including , Subpart A (Acronyms and Definitions), Subpart B (General Provisions), Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) [excluding 204 (Notices of Funding Opportunities), 205 (Federal awarding agency review of merit of proposal), 210 (Pre-Award Costs), 213 (Reporting a determination of a non-federal entity is not qualified for a federal award)], Subpart D (Post Federal Award Requirements) [excluding 305(b)(8) and (9) regarding Federal Payment, 308 (Revision of budget or program plan), 309 (modification to period of performance)], Subpart E (Cost Principles), and F (Audit Requirements).

**17.4** Other federal regulations applicable to this award include:

- A. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

- B. Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- C. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 80 (including the requirement to include a term or condition in all lower tier covered transaction (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- D. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- E. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
- F. New Restrictions on Lobbying, 31 CFR Part 21.
- G. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations
- H. Generally applicable federal environmental laws and regulations.

**17.5** 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.

**17.5** 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. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.

- B. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- D. 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 or age in programs or activities receiving federal financial assistance; and
- E. The American 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.
- F. The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement.

**17.7** Subrecipient must disclose in writing to Department of Treasury, or the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**17.8** Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

**17.9** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving.

**17.10** In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list

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

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

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of Subrecipient, contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

**17.11** Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federal assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.

**17.12** Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts program, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.

**17.13** Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient, Subrecipient’s successors, transferees, and assignees for the period in which such assistance is provided.

**18. The Health Insurance Portability and Accountability Act of 1996.**

**18.1 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 18 but not otherwise defined in this Subsection shall have the same meaning as those terms are defined in the HIPAA privacy regulations.

**18.2** 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.

**19. 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.

## **20. Termination and Remedies.**

**20.1** 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. Except for where the Subrecipient has failed to timely submit invoices under Section 6, 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.

**20.2** 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.

**20.3** 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.

**20.4** 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.

**21. [Reserved]**

**22. 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 98203  
                                 Attention: Evelyn Fotheringill

If to the Subrecipient: Snohomish Health District  
  
                                 Administrative Officer  
  
                                 3020 Rucker Avenue  
                                 Everett, WA 98201  
                                 Attention: Shawn Frederick

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. Survival.**

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

**29. 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.

**30. 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.

**31. 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 CLFR 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 Agreement have been completed.

**32. Subrecipient.**

Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the Subrecipient. The following information governs this Agreement:

|                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i) Subrecipient agency name (which must match the name associated with its unique entity identifier);                                                                  | Snohomish Health District                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (ii) Subrecipient agency's unique entity identifier (i.e. DUNS);                                                                                                        | 086831146                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (iii) Federal Award Identification Number (FAIN) or Federal;                                                                                                            | SLFRP0194                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (iv) Federal Award Date;                                                                                                                                                | March 3, 2021 through [December 31, 2024]                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (v) Subrecipient agency Period of Performance Start and End Date;                                                                                                       | March 3, 2021 through [December 31, 2024]                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (vi) Amount of Federal Funds Obligated to the subrecipient agency by this action;                                                                                       | \$150,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| (vii) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)                                | In compliance with U.S. Treasury's Compliance and Reporting Guidance version 1.1 and the Interim Final Rule, County shall reimburse Snohomish Health District for up to \$150,000 in aggregate to pay Premium Pay for Snohomish Health District employees up to \$1,250 per employee that were required to expose themselves to COVID-19 in conjunction with doing their work. The performance period for this sub-recipient award is from full execution to December 31, 2021. |
| (viii) Name of Federal awarding agency, pass-through entity, and contact information for awarding official                                                              | U.S. Treasury                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (ix) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; | 21.027 (May 28, 2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| (x) Identification of whether the award is R&D; and                                                                                                                     | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| (xi) Indirect cost rate for the Federal Award                                                                                                                           | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Is the agency a subrecipient for the purposes of this agreement?                                                                                                        | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|  |  |
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The Subrecipient shall comply with the below and must include these provisions in any lower-tier awards:

- (1) Subrecipient shall permit the County and auditors to have access to the Subrecipient's records and financial statements as necessary for the County to meet the requirements of this part; and
- (2) Subrecipient shall perform all Close-out requirements of the Award when and as requested by the County.
- (3) All requirements imposed by the County on the Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award;
- (4) Any additional requirements that the County imposes on the Subrecipient in order for the County to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (5) Subrecipient shall permit the County to monitor the Subrecipient, including:
  - (a) Reviewing financial and performance reports required by the County.
  - (b) Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  - (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the pass-through entity as required by §200.521 Management decision.
- (6) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date of the last party to sign.

SNOHOMISH COUNTY:

  
County Executive *Exec Director* 7/21/21 Date

SNOHOMISH HEALTH DISTRICT:

Shawn Frederick  
Shawn Frederick (Jul 31, 2021 11:07 PDT)  
Administrative Officer Jul 31, 2021 Date

Approved as to insurance  
and indemnification provisions:

  
Risk Management 7/21/2021 Date

Approved as to form only:

Grant K. Weed  
Grant K. Weed (Jul 31, 2021 10:28 PDT)  
Legal Counsel to the District Jul 31, 2021 Date

Approved as to form only:

  
Deputy Prosecuting Attorney 7/21/21 Date

## **Exhibit A**

### **Form of Certification**

#### **CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLRF) 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 Agreement number \_\_\_\_\_ from the allocation of the CLRF as created in section 9901 of H.R. 1310, the American Rescue Plan Act of 2021 (“ARPA”) 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 CLRF under this Agreement were used only to cover those costs in accordance 42 USC § 803(c)(1)(B), the Interim Final Rule at 31 CFR Part 35, and Department of Treasury FAQs.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. We have reviewed the Interim Final Rule at 31 CFR Part 35 and Department of Treasury (Treasury) FAQs and certify costs meet the parameters set forth therein. Any funds expended by the District or its subcontractor(s) in any manner that does not adhere to the Interim Final Rule at 31 CFR Part 35 and Treasury FAQs 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