

**RATIFICATION, REINSTATEMENT, AND AMENDMENT 1 TO THE
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AGREEMENT WITH
SNOHOMISH HEALTH DISTRICT**

This Amendment 1 ("Amendment 1") to the "CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AGREEMENT" (the "Agreement"), executed on July 31, 2021, by and between Snohomish County, a political subdivision of the State of Washington (the "County") and the SNOHOMISH HEALTH DISTRICT (the "District" or "Subrecipient") is made and entered into on _____, 2022.

RECITALS

WHEREAS, Snohomish County and the District entered into the Agreement on July 31, 2021; and

WHEREAS, [the Agreement expired December 31, 2021; and](#)

[WHEREAS,](#) Section 31 of the Agreement provides for additional time for the parties to complete all close-out requirements; and

WHEREAS, the County and the District desire additional time to complete close-out requirements; and

WHEREAS, the District has not completed all applicable administrative actions and all required work of the Agreement;

WHEREAS, the County and the District desire to extend the Agreement to allow additional time for the District to complete all applicable administrative actions and all required work of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. [The Terms and Conditions outlined in the Agreement dated July 31, 2021 are hereby reinstated in full. Any actions taken between January 1, 2022 under the terms of the Agreement and consistent therewith are hereby ratified.](#)

Section 2. Section 2 of the [reinstated](#) Agreement (Term of Agreement) is amended to read as follows:

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate on December 31, 2022.

Section 32. As and where appropriate, references in the Agreement to the Interim Final Rule at 31 CFR Part 35 are hereby amended to read as follows "the regulations promulgated by United State Department of Treasury at 31 CFR Part 35, as amended."

Section. 43. Section 6 of the Agreement (Invoicing) is amended to read as follows:

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, 2022. Prior to beginning work under this Agreement, Subrecipient shall submit an executed version of the Lobbying Certification Form set forth in Exhibit B, attached to the Agreement and by this reference made a part hereof; an executed version of the Civil Rights Certification in the form set forth in Exhibit C, attached hereto and by this reference made a part hereof. 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) Cost Certification: Include a Cost Certification in substantially the form attached hereto as Exhibit A-1, and by this reference made a part hereof, 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), regulations promulgated by the Department of Treasury at 31 CFR Part 35, as amended, 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 Finance
3000 Rockefeller Ave., M/S 610
Everett, WA 98201

Section 54. Section 7 (Payment) of the Agreement is hereby amended as follows:

Within thirty (30) days of receipt of a properly completed invoice and supporting documentation, including the Cost 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

The County shall not pay any invoice until the Subrecipient has submitted an executed Cost Certification with the invoice, and the Subrecipient has submitted an executed Lobbying Certification Form (Exhibit B) and an executed Civil Rights Certification (Exhibit C).

Section 56. Section 13 (Acknowledgement of Federal Funds) is hereby amended to read as follows:

1. Any publication produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury.”
2. The Subrecipient shall include clause 1 of this Section 13, adjusted for the proper parties, in any subcontract for services funded under this Agreement.

Section 67. Section 32 (Subrecipient), subsections (i) through (xiv) are hereby amended to read as follows:

(i)	Subrecipient name	Snohomish Health District
(ii)	Subrecipient’s unique entity identifier	086831146
(iii)	Federal Award Identification Number	SLFRP0194
(iv)	Federal Award Date;	May 28, 2021
(v)	Federal Period of Performance Start and End Date	March 3, 2021, through December 31, 2026
(vi)	Federal Budget Period State and End Date	March 3, 2021, through December 31, 2026
(vii)	Amount of Federal Funds Obligated to the agency by this action	\$150,000.00 (total CLFR)
(viii)	Total Amount of Federal Funds Obligated by County to the Agency including the current financial obligation.	\$150,000.00 (total all federal, including CLFR)
(ix)	Total Amount of the Federal Award Committed to the Agency by the County	\$150,000.00 (CLFR) \$0.00 (other resources)
(x)	Federal Award Project Description	Coronavirus State and Local Fiscal Recovery Funds—Snohomish County
(xi)	Federal Awarding Agency	Department of the Treasury
(xii)	Assistance Listing CFDA Number and Name	21.027 Coronavirus State and Local Fiscal Recovery Funds
(xiii)	Identification of Whether the Award is R&D	No
(xiv)	Indirect Cost Rate for the Federal Award	N/A

Is Snohomish Health District a subrecipient for the purposes of this Agreement?	Yes.
---	------

Section 78. A new Section 33 (Capacity) is added to the Agreement to read as follows:

33. Capacity.

Subrecipient, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If, at any time, Subrecipient believes its capacity is compromised or Subrecipient needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Subrecipient to bring the Agreement into compliance.

Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract for services.

Section 89. A new Section 34 (Remedial Action) is added to the Agreement to read as follows:

34. Remedial Action.

In the event of the Subrecipient's noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award funding this Agreement, Treasury or the County may take remedial action as set forth in 2. C.F.R. 200.339.

Section 910. A new Section 35 (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 C.F.R. 283) is added to the Agreement to read as follows:

35. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 C.F.R. 283.

Subrecipient shall comply with 2 C.F.R. 200.216 and shall require compliance with 2 C.F.R. 200.216 in any subcontract.

Subrecipient shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Subrecipient must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

Section 110. A new Section 36 (Preferences for Procurements) is added to the Agreement to read as follows:

36. Preferences for Procurements.

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this Agreement.

For purposes of this Section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction material composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 112. A new Section 37 (False Statements) is added to the Agreement to read as follows:

37. False Statements.

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

Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract for services

Section 132. A new Section 38 (Disclaimer) is added to the Agreement to read as follows:

38. Disclaimer.

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this

award or any other losses resulting in any way from the performance of the award of Federal funds to the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to the Subrecipient or third persons for the actions of the Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto.

The Agreement does not in any way establish an agency relationship between or among the United States, the County, and Subrecipient.

Subrecipient shall include the above Disclaimer clauses, adapted for the proper parties, in any subcontract for services.

Section 143. A new Cost Certification Form is attached as Exhibit A-1 to this Amendment 1 and made a part of the Agreement

Section 154. The Lobbying Certification Form is attached as Exhibit B to this Amendment 1 and made a part of the Agreement.

Section 165. The Civil Rights Certification Form is attached as Exhibit C to this Amendment 1 and made a part of the Agreement.

Section 176. All other terms and conditions of the Agreement shall remain in full force and effect except as expressly modified by this Amendment 1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to become effective as of the day and year first written above.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

SUBRECIPIENT:

Snohomish Health District.

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Insurance and Indemnification Provisions:

Risk Management

EXHIBIT A-1
COST CERTIFICATION FORM

1. I have the authority and approval from the governing body of the Snohomish Health District to request reimbursement from Snohomish County from the County's allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") for eligible expenditures included on the corresponding invoice for the reporting period from March 3, 2021 through December 31, 2024.
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 CLFR funds under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, regulations promulgated by Department of Treasury (Treasury) at 31 CFR Part 35, as amended, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the Treasury regulations at 31 CFR Part 35, as amended, and Treasury FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by the Snohomish Health District or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, the Treasury regulations at 31 CFR Part 35, as amended, and Treasury FAQs and guidance shall be returned to the County for return to the Treasury.
5. I understand the Snohomish Health 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 §200.333, Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). 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 Snohomish Health District has received any other funding (whether state, federal or private in nature) for the same expense.

By signing this document, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

SNOHOMISH HEALTH DISTRICT
By: _____

Name and Title: _

Date: _

EXHIBIT B, CERTIFICATION REGARDING LOBBYING
AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

SNOHOMISH COUNTY HEALTH DISTRICT

By:

Title:

Date:

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency: Congressional District, if known: _____		7. Federal Program Name/Description: Congressional District, if known: _____
8. Federal Action Number, if known:		9. Award Amount, if known: CFDA Number, if applicable: _____ \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
(attach Continuation Sheet(s) SF-LLL-A, if necessary) 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		12. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11: _____
(attach Continuation Sheet(s) SF-LLL-A attached) 15. Continuation Sheet(s) SF-LLL-A attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		Signature: _____ Print Name: _____ Title: _____ Tele. No.: _____ Date: _____
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the report entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the service that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____

EXHIBIT C, CIVIL RIGHTS CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

The funds provided to the Snohomish Health District are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

The Snohomish Health District understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Snohomish County, the Snohomish Health District (hereinafter referred to as the “Contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Contractor’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or fund made available through the Department of Treasury.

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

The Contractor certifies the following:

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor 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, Contractor 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. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.
5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Contractor and Contractor's subgrantees, contractors, subcontractor, successor, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee 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 the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or 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 the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or

completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.

9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

SNOHOMISH HEALTH DISTRICT

By:

Title:

Date:
