

GRANT AGREEMENT
BETWEEN
SOUND FOUNDATION FOR PUBLIC HEALTH
AND
SNOHOMISH COUNTY

This GRANT AGREEMENT (the “Agreement”) is entered into this 15th day of September, 2025, between SOUND FOUNDATION FOR PUBLIC HEALTH, a Washington nonprofit corporation (the “Nonprofit”) and SNOHOMISH COUNTY, through its Health Department, a political subdivision of the State of Washington (the “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 Nonprofit will provide Immunization Project/Vaccinations and Supplies for Clinic Sites grant funding (the “Grant Funds”) to the Subrecipient.

2. Term of the Agreement.

This Agreement shall be effective upon full execution by the Parties (the “Effective Date”) and shall terminate on 30 June 2026.

3. Grant Funding.

The Nonprofit agrees to provide up to \$31,550.00 in Grant Funds to the Subrecipient for the performance of activities in support of the Sound Foundation of Public Health for the “Immunization Project/Vaccinations and Supplies for Clinic Sites” grant during the period of 1 July 2025, through 30 June 2026. The Nonprofit shall pay the Grant Funds to the Subrecipient on a reimbursement basis only for actual costs incurred, including expenses identified in the Compensation Schedule (Schedule B). The Nonprofit shall not make payment in advance or in anticipation of services or supplies to be funded by the Grant Funds under this Agreement.

4. Subrecipient’s Use of Grant Funds.

The Subrecipient shall use the Grant Funds solely for purposes authorized under Federal law, which the Parties agree includes, but is not limited to, completing activities related to the “Immunization Project/Vaccinations and Supplies for Clinic” grant (the “Services”). In performing the Services, the Subrecipient shall ensure that the Grant Funds cover costs that are necessary and eligible under the Statement of Work (Schedule A) and Compensation (Schedule B).

5. Independent Capacity of Grantee.

- 5.1. The Subrecipient agrees that the Subrecipient will perform the Services under this Agreement as an independent grantee and not as an agent, employee, or servant of the Nonprofit. 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 Nonprofit. The Subrecipient specifically has the right to direct and control Subrecipient’s own activities in providing the Services in accordance with this Agreement. The Nonprofit shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.
- 5.2. 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 Nonprofit 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.

- 5.3. 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 Nonprofit harmless from any and all claims, valid or otherwise, made to the Nonprofit because of these obligations.
- 5.4. 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 detailed invoices to the Nonprofit on a monthly basis, no later than the 15th of the month following the end of each month for allowable expenses incurred the month prior; PROVIDED, HOWEVER, that the final invoice shall be submitted to the Nonprofit no later than 15 July 2026. The invoices shall:

- 6.1. Include detail supporting documentation of items and services for which compensation is being sought including receipts.
- 6.2. Include any other documentation requested by the Nonprofit.

The Subrecipient shall send invoices to the Nonprofit, emailed invoices are preferred, to Robin.Fenn@snoco.org or at the following address:

Sound Foundation for Public Health
ATTN: Foundation Manager
3020 Rucker Ave., Ste 300
Everett, WA 98201

7. Payment.

Within thirty (30) days of receipt of a properly completed invoice and supporting documentation, the Nonprofit will review and either (a) approve the invoice and remit payment to the Subrecipient, or (b) reject the invoice. If the Nonprofit 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 Nonprofit-identified deficiencies and resubmit the invoice. The Nonprofit shall send payment to the Subrecipient at the following address:

Snohomish County Health Department
Attn: Accounts Payable
3020 Rucker Ave, Suite 308
Everett, WA 98201
Phone: 425-339-5200
Email: SHD.AccountsPayable@co.snohomish.wa.us (Preferred)

8. Duplication of Billed Costs.

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

9. Indirect Costs.

There are no indirect costs included in this Agreement and no separate claims for indirect costs will be allowed by the Subrecipient.

10. Records Maintenance.

- 10.1 The Subrecipient shall maintain and submit records of supplies purchased, vendors, used, and expenses incurred.
- 10.2 For each clinic location established as described in the attached Statement of Work, upon its conclusion, provide a final report to include location of site, date and hours of site, number of patients served, de-identified information on the number and type of vaccinations received by each patient, total number and type of vaccinations provided at the site. If possible, provide de-identified age and zip code of residence for each patient.
- 10.3 For each clinic location established as described in the attached Statement of Work, provide all flyers, social media posts and other communications promoting the clinic site.
- 10.4 Books, records, documents, data, and other evidence relating to this Agreement and performance of the Services described herein in accordance with state and federal law, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
- 10.5 Subrecipient is a "Covered Entity" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with its "business associates," by HIPAA. The Parties acknowledge and agree that a business associate agreement is not necessary for purposes of this Agreement because PHI will not be exchanged between the Parties.

11. Audit.

- 11.1. In order to ensure and to provide documentation that the funds are used only as provided in this Agreement, the Subrecipient shall account for all funds under this Agreement in a separate account or fund.
- 11.2. All disbursements of funds to the Subrecipient under this Agreement shall be subject to audit and recovery of disallowed costs from the Subrecipient.

12. Repayment of Funds to Nonprofit

- 12.1. The Subrecipient shall return Grant Funds disbursed to it by the Nonprofit under this Agreement upon the occurrence of any of the following events: (a) if overpayments are made by the Nonprofit; or (b) if an audit of the Services determines that the funds have been expended for purposes not permitted by the "Immunization Project/Vaccinations and Supplies for Clinics" grant. In either case, the Nonprofit shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the Nonprofit the funds demanded within sixty (60) calendar days of the demand.

13. Acknowledgement of Funding.

1. The Subrecipient will allow the Nonprofit to review and approve the text of any proposed publicity concerning this Agreement and its Statement of Work prior to its release. Use of the Nonprofit's logo will be included in outreach materials related to the Services provided under this Agreement.

14. Indemnification and Hold Harmless.

- 14.1. To the maximum extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the Nonprofit and all officials, agents, volunteers, and employees of the Nonprofit 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.

- 14.2. 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 Nonprofit for any claim arising out of or incident to Subrecipient's or any subgrantee's/subcontractor's performance or failure to perform the obligations under this Agreement. Grantee's indemnification, defense, and hold harmless obligations shall survive the expiration, abandonment, or termination of this Agreement.

15. Insurance.

- 15.1. The Subrecipient will maintain a fully funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the Subrecipient's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of Subrecipient's employees acting in the scope of their employment. The Nonprofit acknowledges, agrees and understands that the Subrecipient is self-funded for all its liability exposures.
- 15.2. The Subrecipient agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The Subrecipient agrees to provide at least 30 calendar days prior written notice of any material change in its self-funded program and, if requested, will provide a letter of self-insurance as adequate proof of coverage. The Nonprofit further acknowledges, agrees and understands that the Subrecipient does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the Subrecipient does not have the ability to add any party as an additional insured.

16. Compliance with Laws.

- 16.1. The Subrecipient and the Nonprofit 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).
- 16.2. 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.
- 16.3. 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.

17. Nondiscrimination.

The Nonprofit assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352) and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Nonprofit sponsored program or activities. The Nonprofit further assures that every effort will be made to ensure nondiscrimination of all of its programs and activities, whether those programs and activities are federally funded or not. If the Subrecipient is found by a court of competent jurisdiction to have violated anti-discrimination laws, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement, this Agreement may be subject to a declaration of default and termination at the Nonprofit's discretion.

18. Equipment and Supply Management.

- 19.1. The Subrecipient shall ensure that all supplies and equipment purchased meet federal, state, local and public health standards.
- 19.2. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient.
- 19.3. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- 19.4. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- 19.5. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Nonprofit.
- 19.6. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

19. Subcontracting.

The Subrecipient shall not assign this Agreement or delegate its duties and shall not subcontract any of the Services to be performed.

20. Termination and Remedies.

- 20.1. In the event the Nonprofit reasonably determines that the Subrecipient has failed to comply with the conditions of this Agreement in a timely manner, the Nonprofit has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, the Nonprofit 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 Nonprofit 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 Nonprofit to terminate this Agreement. If this Agreement is so terminated or suspended, the Nonprofit 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 Nonprofit 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 Nonprofit 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 Nonprofit provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

21. Dispute Resolution.

Except where specifically stated in this Agreement that this dispute resolution procedure does not apply, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the Parties, and be sent to all Parties. The panel shall consist of a representative appointed by the Nonprofit, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both Parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

22. Notices.

All notices and other communications shall be in writing and shall be sent to the addresses below. They will be deemed received when delivered via email or upon receipt of having been mailed by certified mail.

If to the Nonprofit: Sound Foundation for Public Health
3020 Rucker Avenue, Suite 300
Everett, WA 98201
Attn: Robin Fenn, Executive Director
Robin.Fenn@snoco.org

If to the Subrecipient: Snohomish County Health Department
3020 Rucker Ave, Suite 306
Everett, WA 98201
Attn: Health Department Director
Email: SHD-Contracts@co.snohomish.wa.us

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. 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 Nonprofit. The Nonprofit will make best efforts to provide timely technical assistance to the Subrecipient to bring the Agreement into compliance.

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 Nonprofit and the Subrecipient), and determining the custodianship of records. The Nonprofit will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the grant have been completed.

For Subrecipient (Snohomish County):

Name (printed)

Title

Signature

Date

For Nonprofit (Sound Foundation for Public Health):

Mary Wysocki

Name (printed)

SFPH Board Chair

Title



Mary Wysocki (Sep 16, 2025 09:19:35 PDT)

16/09/2025

Date

Signature

Date

Approved as to form:

Guadamud,
Rebecca

Digitally signed by
Guadamud, Rebecca
Date: 2025.09.16
14:21:11 -07'00'

Schedule A: Statement of Work (SOW)

This Statement of Work (SOW) outlines the terms and expectations for the Subrecipient. This document serves to define the scope, objectives, deliverables, and responsibilities associated with the Grant Funds.

1. Summary

The “Immunization Project/Vaccinations and Supplies for Clinic Sites” grant program will protect vulnerable populations in Snohomish County from preventable diseases by increasing immunization rates through vaccination services. For purposes of this Agreement “vulnerable populations” refers to low-income individuals, refugees, asylees, and seniors.

2. Scope of Work:

The Subrecipient will:

- Conduct targeted outreach efforts to vaccinate vulnerable populations In order to facilitate targeted outreach, the Subrecipient will:
 - Develop educational and outreach materials to provide to clinic patients
 - Obtain translation services for educational materials as needed
- Establish partnerships with at least three local community organizations to host or participate in vaccination clinics (mobile or onsite) in underserved areas of Snohomish County, improving accessibility and increasing vaccination rates among vulnerable populations.
- Conduct a minimum of five vaccination clinics (mobile or onsite) for vulnerable populations in Snohomish County. In order to conduct the vaccination clinics (mobile or onsite), the Subrecipient will:
 - Operate clinics during flexible hours, including evenings and weekends, to accommodate the varied schedules of those most in need of vaccinations.
 - Identify and equip physical locations for temporary or mobile vaccination clinics
 - Coordinate site set-up including tents, signages, power, sanitation, refrigeration, seating, and translation services
 - Arrange for necessary permits or approvals in cooperation with sites
 - Identify need for and secure interpreters as needed
 - Coordinate with Nonprofit’s staff for on-site support
- Increase vaccination rates among vulnerable communities in Snohomish County by providing vaccinations to at least 200 residents through the mobile/onsite vaccination clinics.
- Purchase vaccination supplies (e.g., vaccinations, medical supplies, transportation cooler) necessary to equip the vaccination clinics.
- Purchase non-medical supplies and educational materials for the vaccination clinics.
- Addressing vaccine hesitancy is a vital component of the vaccination program. The Subrecipient will work closely with individuals and families to address concerns, answer questions, and provide ongoing support throughout the process.
- Maintain and submit records of supplies purchased, vendors, used, and expenses incurred
- For each clinic location established, upon its conclusion, provide a final report to include location of site, date and hours of site, number of patients served, de-identified information on the number and type of vaccinations received by each patient, total number and type of vaccinations provided at the site. If possible, provide de-identified age and zip code of residence for each patient.
- For each clinic location established, provide all flyers, social media posts and other communications promoting the clinic site.

3. Milestones

- By 30 October 2025: Identify three vaccination clinic sites; begin purchasing vaccination supplies; begin creating multilingual outreach materials and conducting outreach to vulnerable populations; host at least one vaccination clinic.
- By 31 November 2025: Host at least two additional vaccination clinics.
- By March 2026: Host at least one additional vaccination clinic. Evaluate clinic outcomes and accessibility in collaboration with community organizations.
- By 30 June 2026: Host the final vaccination clinic, achieving a total of 200 vaccinations. Prepare final reports summarizing all project outcomes.
- The Subrecipient agrees to provide the following reports:
 - Mid-Project Report: An interim update detailing progress towards objectives, budget utilization, and any emerging challenges.
 - Final Report: A report detailing how the objectives were met as well as any challenges and successes that resulted from the project.

Schedule B: Compensation Schedule

The Nonprofit agrees to compensate the Subrecipient for services rendered and supplies purchased as follows:

- Vaccinations (amount and type to be determined by Subrecipient): not to exceed \$22,000.00
- Certified portable cooler and temperature monitor: not to exceed \$1,000.00
- Medical supplies for clinic sites (syringes, alcohol swabs, vials, etc.) (amount and type to be determined by Subrecipient): not to exceed \$1,000.00
- Translation services including use of translators at clinic sites and for the development of outreach and education materials: not to exceed \$2,900.00
- Mileage for Subrecipient staff travel to clinic sites at the Federal rate of .70/mile: not to exceed \$400.00
- Printing and posting costs for clinic site outreach flyers: not to exceed \$500.00
- Nonmedical supplies for clinic sites (educational materials, vaccination-related give-aways, snacks, beverages, etc.) (amount and type to be determined by Subrecipient): not to exceed \$750.00 per site

Vaccine Outreach Grant Agreement

Final Audit Report

2025-09-16

Created:	2025-09-15
By:	Sarah de Jong (sarah.dejong@co.snohomish.wa.us)
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"Vaccine Outreach Grant Agreement" History

-  Document created by Sarah de Jong (sarah.dejong@co.snohomish.wa.us)
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