

CONSULTANT: The Upstream Group, LLC
CONTACT PERSON: Kathleen Meehan, Co-Founder
ADDRESS: 12525 SE 201st Pl. Kent, WA 98031-1619
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 605-182-566
UNIQUE ENTITY ID: NXH8M5LM5NY8
TELEPHONE NUMBER: (360) 668-4526
COUNTY DEPT: Snohomish Conty Health Department
DEPT. CONTACT PERSON: Dennis Worsham
TELEPHONE NUMBER: (425) 339-8687
PROJECT: Equity Assessment
AMOUNT: \$125,000
FUND SOURCE:130 – ARPA Coronavirus Local Fiscal Relief
DAC: 125 5 15 610 4101
CONTRACT DURATION: **Mutual Execution to March 31, 2025**
unless extended or renewed pursuant to Section 2 hereof
FEDERAL PERIOD OF PERFORMANCE
START AND END DATE: March 3, 2021-December 31, 2026
FEDERAL AWARD NUMBER: SLFRP0194

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and **The Upstream Group, LLC**, a Washington limited liability company (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to obtain an equity assessment and subsequent report(s) of the Snohomish County Health Department. Special terms and conditions are set forth in **Exhibit A**, attached hereto and by this reference made a part of hereof. The scope of services (the “Project”) is as set forth in **Exhibit B** attached hereto and by this reference made a part hereof. This Agreement is the product of County **RFP-23-081BC, Equity Assessment, Health Department.**

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon final signature (the “Effective Date”) and shall terminate on **March 31, 2025**, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to One (1) additional One (1) year term, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than **March 31, 2025**, PROVIDED, HOWEVER, that the County’s obligations after **December 31, 2024** are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth **in Exhibit C**, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in **Section 3a** above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices and Cost Certifications. The Contractor shall submit properly executed invoices to the County upon the completion of each Task set forth in **Exhibit C OR no more frequently than monthly**. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Every invoice submitted by Contractor shall be accompanied by an executed cost certification in the form set forth in **Exhibit F**, attached hereto and by this reference made a part hereof. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this **Section 3** and **Exhibit C**. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

Prior to beginning work under this Agreement, Contractor shall submit an executed version of the Lobbying Certification in the form set forth in **Exhibit D**, attached hereto and by this reference made a part hereof and an executed version of the Civil Rights Certification in the form set forth in **Exhibit E**, attached hereto and by this reference made a part hereof.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoPayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment

process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County’s VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed **\$125,000** for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor’s own activities in providing the agreed services in accordance with the specifications set out in 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 Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor’s obligations under this Agreement (the “Contractor personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor 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 Contractor personnel when required by law.

Because it is an independent contractor, the Contractor 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 Contractor 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 Contractor 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 Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefore, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Dennis Worsham
Title: Health Department Director
Department: Snohomish County Health Department
Telephone: (425) 339-8687
Email: Dennis.Worsham@co.snohomish.wa.us

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor

with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, 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.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this **Section 12**, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iii) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. 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 Contractor 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 Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found 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 Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons 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), as amended, 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 County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement

(collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under **Section 21** of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County 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.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same, or take corrective action, within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with **Sections 3** and **8** hereof.

c. The County may terminate this Agreement upon fifteen (15) business days’ written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with **Sections 3** and **8** hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this **Section 21**, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

e. The County may suspend all or any part of this Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations thereunder during investigation of suspected noncompliance with the terms of the Agreement. The County may also take these actions pending corrective action by the Contractor.

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 Health Department 3020 Rucker Ave., Ste 306 Everett, Washington 98201
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Attention: Dennis Worsham
(425) 339-8687

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: William Thornton

If to the Contractor: The Upstream Group, LLC
12525 SE 201st PL
Kent, WA 98031-1619
Attention: Kathleen Meehan
(360) 688-4526
theupstreamgroupllc@gmail.com

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. 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.

27. Conflicts between Attachments and Text. Except as provided by **Exhibit A**, should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. 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.

30. 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.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

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

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

(signature page to follow)

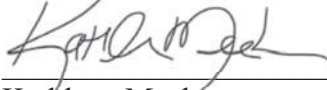
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

SNOHOMISH COUNTY:

Harper, Lacey Digitally signed by Harper, Lacey
Date: 2024.05.29 09:51:19 -07'00'

County Executive Director Date

The Upstream Group, LLC:

 4/17/2024

Kathleen Meehan Date
Co-Founder

Approved as to insurance and indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2024.04.18 10:54:12 -07'00'

Risk Management Date

Approved as to form only:

Legal Counsel to the Contractor Date

Approved as to form only:

Guadamud, Rebecca Digitally signed by Guadamud, Rebecca
Date: 2024.04.18 08:36:57 -07'00'

Deputy Prosecuting Attorney Date

Snohomish County Council
Approved: 5/22/2024
ECAAF 2024-0739 / Motion 24-188

EXHIBIT A

CLFR TERMS AND CONDITIONS

EQUITY ASSESSMENT

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds (“CLFR”) pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 U.S.C. Section 802 *et seq.* to be used to pay **The Upstream Group, LLC** for the set forth in **EXHIBIT B** of the Agreement. These CLFR Terms and Conditions apply to the Contractor’s provision of **the Equity Assessment of the Snohomish County Health Department** for which the County has agreed to pay an amount not to exceed **\$125,000**. In case of conflict between these CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions and (2) the Agreement.

I. TERMS AND CONDITIONS

Contractor agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Contractor shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

A. Compliance with Specific Laws, Regulations, and Agreements.

The Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to **EXHIBIT B**, Statement of Work. Federal regulations applicable to the funding provided in this Agreement include, without limitation, the following:

1. 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).

2. 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.
3. 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.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19.
5. 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.
6. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
7. New Restrictions on Lobbying, 31 CFR Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations. Should the aggregate amount under this Agreement exceed \$150,000, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
10. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501 and 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.
11. The Contractor shall include clauses 1 through 10 in Section 1A, adapted for the proper parties in any subcontract.

B. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor 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 Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of

law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

2. 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 Agreement 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 Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. Contractor shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
4. The Contractor shall include the above clauses 1-3, adapted for the proper parties, in any subcontract.

C. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

D. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while

driving, to establish workplace safety policies to decrease accidents caused by distracted drivers.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

E. Nondiscrimination

The Contractor shall comply with the following statutes and regulations prohibiting discrimination:

1. 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 prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.

By execution of this Agreement, Contractor certifies:

Contractor 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 VI regulation, 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.

2. 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;
3. 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;
4. 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
5. 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.

The Contractor shall include the above clauses 1-5, adapted for the proper parties, in any subcontract.

F. Conflicts

The Contractor's employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. The Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c). Contractor shall disclose to the County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. 200.112.

The County may, by written notice to the Contractor, suspend or terminate this Agreement in whole or in part if it is found that any of the following laws or their successors, have been violated in obtaining this Agreement or in securing favorable treatment with respect to the awarding, amending, or the making of determinations with respect to the Agreement or any subcontractors entered into by the Contractor: 2 C.F.R. 200.318, Code of Ethics for Municipal Officers (chapter 42.23 RCW) and Ethics Code (chapter 2.50 SCC).

G. Public Records

In addition to complying with the Public Records provisions (Section 24) of the Agreement, Contractor acknowledges that by accepting funds under this Agreement, it may be considered the functional equivalent of a public agency under the Public Records Act, chapter 42.56 RCW.

H. Capacity

The Contractor, 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, the Contractor believes its capacity is compromised or Contractor needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Agreement into compliance.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

I. Remedial Action

In the event of Contractor'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 for the 2. C.F.R. 200.339.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

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

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

Contractor 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. The Contractor 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.

K. Preferences for Procurements

As appropriate and to the extent consistent with law, the Contractor 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 Subsection:

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.

II. FISCAL MANAGEMENT

Every subcontract approved by the County and entered into by the Contractor under this Agreement shall be in writing and shall incorporate all of the clauses in this Section, with word changes where appropriate to properly identify the parties to the subcontract.

A. Accounting Standards

The Contractor agrees to comply with OMB Uniform Guidance and 2 CFR part 200 and to adhere to the accounting principles and procedures required

therein, to use adequate internal controls, and to maintain necessary source documentation for all costs incurred.

B. Audit and Recovery

All disbursements of funds to the Contractor under this Agreement shall be subject to audit and recovery of disallowed costs from the Contractor. In the event of Contractor's noncompliance with Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Social Security Act regarding the use of funds, funds shall be subject to recoupment.

1. The Contractor shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that subcontractors also maintain auditable records.
2. The Contractor is responsible for any audit exception incurred by its own organization or that of its subcontractors.
3. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
4. The Contractor shall follow-up on and develop corrective action plans for all audit findings.

C. Accounting for Funds

In the event of an audit, the Contractor shall and account for all funds provided under this Agreement and demonstrate that the funds have only be used as provided in this Agreement.

D. Repayment of Funds to County/Recoupment

The Contractor shall return 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:

1. If Contractor has any unspent funds on hand as of the earlier of the Agreement end date of this Agreement or the termination of this Agreement under Section 21 of the Agreement, Contractor shall return all unspent funds to the County within ten (10) calendar days.
2. If overpayments are made; or

3. If an audit of the Project 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 the Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Agreement.

To exercise recoupment or repayment, the County shall make a written demand upon the Contractor for repayment, the Contractor shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by the Contractor 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 Contractor may be exercised as often as necessary to recoup from the Contractor all funds required to be returned by the County to the U.S. Department of the Treasury.

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

E. Debts Owed the Federal Government.

1. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this Agreement, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.

2. Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 1 of this subsection, Treasury will take any actions available to it to collect such a debt.

3. Any debts determined to be owed to the County must be promptly paid by Contractor. A debt is delinquent if it has not been paid by the date specified in County's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

F. Cost Principles

The Contractor shall administer its project set forth in **Exhibit B** in conformance with OMB Uniform Guidance and 2 CFR part 200. These principles shall be

applied for all costs incurred whether charged on a direct or indirect basis. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding under this Agreement. The Contractor is not required to provide cost sharing or matching funds under this Agreement.

G. No Indirect Costs

If indirect costs are charged, the Contractor will develop an indirect cost allocation plan for determining the Contractor's appropriate share of such costs and shall submit such plan to the County for approval in a form specified by the County.

H. State Prevailing Wage Requirements

Use of federal, state, or local funds to reimburse costs associated with labor performed for any type of maintenance, repair, rehabilitation, construction, etc. may trigger State Prevailing wage requirements per RCW Chapter 39.12. Projects that include construction costs will require performance and payment bonds from the prime contractor.

I. Cost Reimbursement

Reimbursement for services delivered under this Agreement shall be on a cost reimbursement basis. Reimbursement shall be provided for services provided pursuant to the Statement of Work (Exhibit B). The Contractor shall submit, in a format prescribed by the County and set forth in Exhibit F to this Agreement, an invoice and certification detailing, on a monthly basis, all costs associated with the program based on the Approved Contract Budget (Exhibit C). Use of funds available under this Agreement will be reviewed monthly. The Contractor certifies that the work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or source.

J. Program Income

To the extent that program income, as defined in 2 CFR § 200.1, is generated under this Agreement, the receipt and expenditure of program income shall be reported monthly to the County.

Any program income generated under this Agreement must be used for the purposes and under the terms and conditions of this Agreement.

K. Advance Payment

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

L. Debarment and Suspension Certification

The Contractor is required to comply with the provisions of Executive Order 12549, Executive Order 12689, 2 CFR 180. The Contractor, by signing this Agreement, certifies that to the best of its knowledge and belief that:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency.
2. That the Contractor has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offenses 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. The Contractor is not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this section; and
4. The Contractor has not within a three (3) year period preceding the signing of this Agreement had one or more public transaction (Federal, state, or local) terminated for cause of default.

The Contractor shall include the above clause, adapted for proper parties, in any subcontract.

M. Debarment and Suspension Certification for Subcontractors

The Contractor agrees to include the following required language in all subcontracts into which it enters resulting directly from the Contractor's duty to provide services under this Agreement:

The lower tier subcontractor certified, by signing this Agreement, 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.

When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the Agreement.

III. ADDITIONAL REQUIREMENTS

A. Procurement

Unless specified otherwise in this Agreement, the Contractor shall procure all materials, property, supplies, or services in accordance with the requirements of 2 CFR § 200.318; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 24 CFR § 135; and 24 CFR § 576.404. The Subrecipient, in subcontracting, shall comply with 2 CFR § 321(b)(1-5).

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

B. Faith-Based Activities

Contractor shall ensure that no funds provided under this Agreement are used for inherently religious activities or for a religious purpose.

C. Political Activities

The Contractor agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent be applied to, or engaged in, the conduct of political activities in violation of 24 CFR § 570.207(a)(3).

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

D. Public Information

1. The Contractor shall ensure recognition of the role of the County in providing services through this Agreement. All activities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
2. 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."
3. The Contractor shall include clause 2 of this subsection in any subcontract.

E. COVID Guidelines

A program or service that imposes conditions on participation in or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with practices in line with CDC guidance for stopping the spread of COVID-19 shall not be reimbursed by the County.

IV. PERFORMANCE EVALUATION AND MONITORING

The County will monitor the performance of the Contractor against the goals and performance standards set forth in this Agreement. Remedies for substandard performance that is not corrected to the County's satisfaction may include Agreement suspension or termination following the procedures for termination set forth in the Agreement.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

V. CORRECTIVE ACTION

Contractor shall follow up on and develop corrective action plans for all audit findings in accordance with the Uniform Guidance.

VI. RECORDS

In addition to provisions of the Agreement regarding records, Contractor shall comply with the following:

- A. The Contractor shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's implementing regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- B. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.

C. Records to Be Maintained

The Contractor shall maintain all records required by the Agreement pertaining to the activities funded under this Agreement and as further described in EXHIBIT B. The Contractor shall furnish such records to the County or other authorized officials, as requested. The Contractor shall maintain records including, but not limited to:

1. Records providing a full description of each activity undertaken;
2. Records used for data collection for reports as required;
3. Records of compliance with conflict of interest requirements;
4. Records of compliance with the nondiscrimination requirements;
5. Financial Records, including supporting documentation for all costs submitted via invoice;

6. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.

D. Individual Information and Confidentiality

The Contractor understands that if any personally identifiable information (“PII”) is collected under this Agreement, said PII is confidential and the use or disclosure of such information when not directly connected with the administration of the County’s or the Contractor’s responsibilities with respect to services under this Agreement, may be prohibited by federal, state, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person, and, in the case of a minor, that or a responsible parent or guardian. The Contractor shall inform the County immediately upon discovery of any unauthorized disclosure of PII.

The Contractor shall include clause A through D above, adapted for the proper parties, in any subcontract.

VII. AFTER-THE-AGREEMENT/CLOSE-OUT REQUIREMENTS

The Contractor’s obligation to the County shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work has been completed.

VIII. FALSE STATEMENTS

Contractor 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.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

IX. 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 Contractor or third persons for the actions of the Contractor or third persons

resulting in death, bodily injury, property damages, 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 Contractor.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

X. 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.

**EXHIBIT B
STATEMENT OF WORK
EQUITY ASSESSMENT**

I. PROJECT SUMMARY

Project Name: EQUITY ASSESSMENT

Identification Number: CLFR-109F1

Project Expenditure Category (EC):

3.4 Public Sector Capacity: Effective Service Delivery

Project Demographics:

- For public health projects only:
The general public benefits from this project.

II. STATUTORY ELIGIBLE USE

The Project complies with the following Statutory Eligible Use: to respond to the COVID-19 public health emergency.

III. REPORTING

The Contractor shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and local law, regulations, and guidance as applicable. At a minimum, the Contractor shall submit, in a format prescribed by the County, the following deliverables:

Phase	Deliverable Name	Deliverable Details	Due Date
1A	Health and equity assessments and reports review	Completed equity reviews: One for each reviewed document	9/30/24
1B	Key informant interviews	Completed interviews	9/30/24
1C	Monthly meetings check-in meetings	Completed meetings: 1 meeting per month (1 hour, virtual)	9/30/24
1D	Summary report	Written summary report of key themes that summarizes current state of equity-driven work at SCHD.	9/30/24
2A	Community, staff, and board engagement	Completed engagement activities with a wider group of key community members, staff, and Board of Health members. Engagement strategies may include interviews, focus groups or	1/30/25

		community conversations. Engagement will be virtual.	
2B	Monthly meetings check-in meetings	Completed meetings: 1 meeting per month (1 hour, virtual)	3/31/25
2C	Written report	Completed Written Recommendation Report: Recommendations and resources needed to support and sustain broader equity-driven work.	2/28/25
2D	Action plan	Completed Action Plan: Synthesize all the data gathered in Phases I & II and develop an action plan to guide staff and Board members in deepening and broadening the work of advancing and integrating equity throughout SCHD. The action plan will include an intentional focus on the SCHD's top health priorities.	3/31/25

IV. PROJECT DESCRIPTION

Phase 1: Equity review and assessment

Overview: Contractor’s approach shall primarily include employees and other key stakeholders identified by SCHD staff who are most affected by the advancement of existing SCHD equity initiatives and policies. Contractor shall identify and interview additional key contacts throughout the engagement process. Contractor shall leverage a mixed methods approach, as defined by Snohomish County Health Department (“SCHD”) staff in concert with Contractor, to determine the following:

- A comprehensive understanding of the current state of equity efforts and capabilities in SCHD.
- Opportunities to further advance and better position equity strategy, as defined and created by SCHD staff, and actions within SCHD that supports community-centered and culturally responsive external engagement.

A. Health and equity assessments and reports review. Perform a review of previous health and equity assessments and reports done for the Health Department and Snohomish County.

1. Contractor shall complete a review of previous health and equity assessments including, but not limited to:
 - a. 2022 Community Health Assessment
 - b. Snohomish County COVID Equity Project Part 1 Final Report
 - c. Racing to Equity’s analysis of the Advancing Health Literacy grant
 - d. Additional relevant policies or strategic planning documents

2. **Approach:** Contractor will review each identified document, using Contractor's Equity Review Tool. The Equity Review Tool identifies:
 - a. Overall potential equity impacts including impacts on historically marginalized groups
 - b. DEI strengths and opportunities to advance equity
3. **Total report reviews:** 3-7 (estimated)
4. **Deliverable:** Oral presentation of equity review followed by a written equity review for each document assessed
5. **Timeline:** April – September 2024
6. **Due date:** September 30, 2024

B. Key informant interviews. Contractor shall conduct a minimum of 6 and up to 10 key informant interviews (virtual, 1 hour each).

1. **Interviews to include:**
 - a. Health Department Director.
 - b. Staff in the Executive's Office: Chief of Staff, Executive Director and Senior Policy Advisor.
 - c. Staff at the Health Department: Directors, Assistant Directors, members of the Equity and Trauma Informed Leadership Team and members of the Advancing Health Literacy team; Board of Health members; and community partners who have been engaged with the Health Department's work in the past five years and who explicitly work with historically marginalized communities.
2. **Approach:** Interview details: Questions shall be informed by SCHD leadership and key staff. Contractor shall ensure interviewees' access and accommodation needs are met, including translation and interpretation services. All responses shall remain anonymous and be coded for themes in the analysis phase.
3. **Potential expansions:** In consultation with SCHD leadership, and dependent on the results from the initial key informant interviews, Contractor may conduct focus groups or pulse surveys (topic-specific polls) with key groups to supplement its qualitative research and recommend focus groups with the Strengthening Public Health Group and the Equity and Trauma Informed Leadership Team.
4. **Translation and Interpretation.** Language translation and interpretation services will be provided by Contractor to support the interview process as needed.
5. **Total Interviews.** 6-10 interviews plus additional interviews, focus groups, or surveys as determined by the County and Contractor
6. **Deliverable.** Summary of findings
7. **Timeline.** June – September 2024
8. **Due date.** September 30, 2024
9. **Monthly check-in meetings.** Contractor will meet with staff from the Health Department for one hour monthly using a virtual meeting platform to check-in on progress.

10. **Summary report.** Contractor shall analyze the assessment results for themes. Final report shall include:
 - a. A summary of the current state of equity-driven work at SCHD.
 - b. Priority areas of focus.
 - c. Recommendations to move toward broader equity-driven work.

Phase 2: State of readiness for broader equity-driven work

Overview. In Phase 2, Contractor shall actively engage a larger group of key community members, staff, and Board of Health members, as determined by SCHD staff, and shall partner closely with the Health Department’s Community Equity Advisory Board (in consultation with SCHD leadership and staff) to seek input, guidance, and collaboration on engagement activities and approaches. Engagement strategies may include surveys, interviews, focus groups, or community conversations as follows:

- A. Community, staff, and board engagement.** Shall engage community members, Board of Health members, and SCHD staff through a series of qualitative methods, including but not limited to:

- Surveys
- Focus groups
- Key informant interviews
- Community conversations

Community members shall be prioritized as those proportionately affected by the top health issues as identified in the 2022 Community Health Assessment.

1. **Approach:** Questions posed in the Phase 2 engagement strategies shall be informed by SCHD leadership and key staff. Contractor shall ensure interviewees and participants access and accommodation needs are met, including translation and interpretation services. All responses shall remain anonymous and be coded for themes in the analysis phase.
2. **Potential expansions:** Depending on the results from the initial engagement with community members, SCHD, and Board of Health members, SCHD Leadership may determine for Contractor to conduct additional focus groups or pulse surveys with key groups to supplement its qualitative research. Pulse surveys are topic-specific polls to assess status, gap areas, and opportunities.
3. **Total:** To be determined after consulting with SCHD and obtaining additional data
4. **Deliverable:** Conduct engagement with community members, Community Equity Advisory Board, SCHD staff, and Board of Health members and produce a written report as stated in #2D.
5. **Timeline:** November 2024 – February 2025.

- A. Monthly check-in meetings:** Contractor shall meet with staff from the Health Department for one hour monthly using a virtual meeting platform to check-in on progress.

- B. Written report:** Contractor shall analyze the engagement results and structured conversations with each audience for key themes. The report shall include:
1. A summary of the engagement findings for each audience.
 2. Priority areas of focus.
 3. Community-informed and culturally responsive recommended solutions to advance equity.
 4. Recommendations to move toward broader equity-driven work.

C. Action plan:

1. Contractor shall synthesize all data and information gleaned in Phases 1 and 2 and create a multi-year recommended action plan that shall:
 - a. Be informed by all engagement activities through Phases 1 and 2.
 - b. Include employee perspectives and experiences and build off and enhance existing SCHD efforts.
 - c. Include both short and long-term goals, SMART objectives, activities and milestones, and needed resources. All measures for progress and success shall be determined with input from SCHD.
 - d. Provide concrete, strategic recommendations to advance equity through policy, systems change, process improvement, training, and communications.
 - e. Provide concrete strategies to foster workplace equity and a culture of inclusion and belonging.

V. PERFORMANCE REQUIREMENTS

The Contractor shall:

- A.** Meet all requirements as outlined in the Snohomish County ARPA Terms and Conditions Agreement referenced on the Face Page of this Agreement; and
- B.** Attend monthly planning meetings with the County to maintain program stability and continuity; and
- C.** Cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County.

VI. DOCUMENTATION

The Contractor shall:

- A.** Assure that accurate and appropriate documentation to verify methodology is used to support the provision of technical assistance and grants issued including date, name of recipient, address, statement of justification, type of service provided through the technical assistance (if applicable), and the amount authorized through each grant;
- B.** Submit a monthly summary by the first Friday of the month following the previous month that outlines Data Elements and Key Performance Indicators referenced in Section IV: Scope of Work and Deliverable Due Dates above; and

- C. Submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures issued by the County. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor or order payment stopped to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

VI. FISCAL MANAGEMENT

- A. Seek reimbursement for expenditures that incur between the full execution of this agreement through **March 31, 2025**, and are included in the Approved Contract Budget **Exhibit C**;
- B. Assure that accurate and appropriate documentation is maintained to support the provision of each incurred expense; and
- C. Submit Approved Invoice **Exhibit F** by the **10th** of the month following the month services were provided. For Example: the Contractor's invoice for **December** services must be received by the County no later than **January 10th** of the following in order to be reimbursed for all outstanding expenditures. Invoices received after **January 10th** shall not be reimbursed.

EXHIBIT C

PROJECT BUDGET AND COMPENSATION

The County shall reimburse Contractor for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum. As outlined in **Section 3** of this Agreement, Contractor shall submit to the County a properly executed invoice and cost certification indicating the work performed and the amount due from the County at the completion of work for each line item outlined in this section. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

Eligible expenses for which Contractor may request reimbursement:

Project Budget		
ITEM	DUE DATE	COST
Phase 1, item A. Health and equity assessments and reports review	9/30/2024	\$15,000
Phase 1, item B. Key informant interviews	9/30/2024	\$20,500
Phase 1, item B. Language translation, interpretation, and access	9/30/2024	\$500
Phase 1, item C. Monthly check-in meetings	9/30/2024	\$4,000
Phase 1, item D. Summary report	9/30/2024	\$10,000
Phase 2, item A. Community, staff, and board engagement	1/30/2025	\$24,000
Phase 2, item A. Language translation, interpretation, and access	1/30/2025	\$2,000
Phase 2, item B. Monthly check-in meetings	3/31/2025	\$4,000
Phase 2, item C. Written report	2/28/2025	\$15,000
Phase 2, item D. Action Plan	3/31/2025	\$30,000
Total		\$125,000
Additional work:		
Position: The Upstream Group, co-founders		Hourly Rate \$250
Position: The Upstream Group, consultants		Hourly Rate \$100

The Contractor may shift funds within Items set forth in this Project Budget subject to the following conditions:

a. Funds may only be shifted within Items set forth in the Project Budget above with prior written approval of the County.

**EXHIBIT D
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 contractors 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 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.

CONTRACTOR NAME: **The Upstream Group, LLC**

By: Kathleen Meehan  _____

Title: Co-founder

Date: 4/17/2024

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 1352 0348-0046
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
 (See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee: Subawardee Tier _____, if known: Congressional District, if known :4c		5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known :
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. 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 this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information 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.	Signature: Print Name: Title: Telephone No.: _____ Date:	
Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Federal Use Only:		

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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. 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 Federal 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. 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, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

EXHIBIT E
CIVIL RIGHTS ASSURANCES CERTIFICATION
AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

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

The Contractor 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 Contractor named below (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.

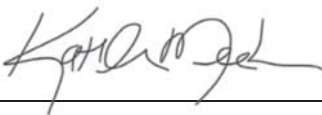
3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable 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 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 assurance 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.

Contractor Name: The Upstream Group, LLC

By: Kathleen Meehan 

Title: Co-founder

Date: 4/17/2024

EXHIBIT F INVOICE

Sent to: Snohomish County -3000 Rockefeller, M/S 407 Everett, WA 98201

Purchase Order: _____

Amount of Payment: _____

Contractor Name and Address: The Upstream Group, LLC 12525 SE 201 st PL Kent, WA 98031-1619	Contract #: CLFR-109F1
	Project Title: Equity Assessment
	Contract Manager: Sarah de Jong
	Period: _____ To: _____

AUTHORIZING SIGNATURE: _____ **DATE:** _____
 (sign in ink)

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Contract Budget	Budget Balance
10	Salaries/Wages				
20	Personnel Benefits				
30	Supplies				
40	Prof. Services				
42	Postage				
42	Telephone				
43	Mileage				
43	Meals				
43	Lodging				
44	Advertising				
45	Op. Rentals/Leasing				
46	Insurance				
47	Utilities				
48	Repair/Maintenance				
49	Printing/Copying				
49	Dues/Subscriptions				
49	Registration/Tuition				
64	Machinery/Equipment				
	Indirect				
TOTALS					

REVIEWED FOR PAYMENT:	
AUTHORIZED FUND:	

ATTACH: CONTRACTOR CERTIFICATION FORM
ATTACH: INVOICE FROM VENDOR'S SYSTEM (if available) and SUPPORTING DOCUMENTS



SNOHOMISH COUNTY

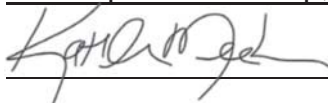
3000 ROCKEFELLER AVENUE, M/S 407

CONTRACTOR COST CERTIFICATION FORM

1. I have the authority and approval from the Contractor 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 referenced in the Agreement.
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 CLFR under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, the regulations as 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 Contractor or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, Treasury’s 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 Contractor 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 Contractor 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).

CONTRACTOR NAME: The Upstream Group, LLC

Signature: 

Name and Title: Kathleen Meehan, Co-founder

Date: 4/17/2024