

GRANT AGREEMENT
BETWEEN
SNOHOMISH COUNTY
AND
OCEANIA NORTHWEST

This GRANT AGREEMENT (the "Agreement") is entered into this 1st day of January, 2025, between SNOHOMISH COUNTY, through its Health Department, a political subdivision of the State of Washington (the "County"), and Oceania Northwest, a nonprofit corporation of the State of Washington (the "Subrecipient"), collectively referred to as the "Parties."

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which the County will provide Office of Immunization COVID-19 Vaccine Community Navigator Program grant funding (the "Grant Funds") to the Subrecipient.

2. Term of the Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate on June 30, 2025.

3. Grant Funding.

The County agrees to provide up to a maximum consideration not to exceed \$102,300.00 to the Subrecipient for the performance of activities in support of the U.S. Department of Health & Human Services (HHS), for Office of Immunization COVID-19 Vaccine Community Navigator Program grant during the period of January 1, 2025, through June 30, 2025, and not accounted for in the Subrecipient's budget approved as of January 1, 2025. The County shall pay the Grant Funds to the Subrecipient on a reimbursement basis only for actual costs incurred, including expenses identified in the Cost Reimbursement Form (Exhibit A) or as authorized in advance by the County. The County shall not make payment in advance or in anticipation of services or supplies to be funded by the Grant Funds under this Agreement.

4. Subrecipient's Use of Grant Funds.

4.1. The Subrecipient shall use the Grant Funds solely for purposes authorized under Federal law, which Parties agree includes, but is not limited to, completing activities related to Office of Immunization COVID-19 Vaccine Community Navigator Program. In performing the Services, the Subrecipient shall ensure that the Grant Funds cover costs that are necessary and eligible under the Scope of Work (Schedule A), and Compensation (Schedule B).

5. Independent Contractor.

5.1. The Subrecipient agrees that the Subrecipient 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 Subrecipient is not entitled to any benefits or rights enjoyed by employees of the County. The Subrecipient specifically has the right to direct and control Subrecipient's own activities in providing the Services in accordance with this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

5.2. The Subrecipient shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Subrecipient's obligations under this Agreement (the "Subrecipient personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Subrecipient personnel shall

for all purposes be solely the employees or agents of the Subrecipient and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Subrecipient personnel, the Subrecipient shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Subrecipient personnel when required by law.

- 5.3. Because it is an independent contractor, the Subrecipient shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Subrecipient agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.
- 5.4. The Subrecipient assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Subrecipient and as to all duties, activities, and requirements by the Subrecipient in performance of the Services under this Agreement.

6. Invoicing.

The Subrecipient shall submit detailed invoices to the County on a monthly basis, no later than the 15th of the month following the end of each month for allowable expenses incurred the month prior; PROVIDED, HOWEVER, that the final invoice shall be submitted to the County no later than July 15, 2025. The invoices shall:

- 6.1. Cost Certification: Include an Invoice – Cost Reimbursement Contracts in substantially the form attached hereto as Exhibit B and by this reference made a part hereof, executed by a Subrecipient official with authority to bind the Subrecipient, and attesting that all expenditures submitted on the invoice are in compliance with all provisions of 45 CFR part 75, currently in effect or implemented during the period of the award, other Department regulations and policies in effect at the time of the award, and applicable statutory provision.
- 6.2. Include any other documentation requested by the County.

The Subrecipient shall send invoices to the County, emailed invoices are preferred to SHD.AccountsPayable@co.snohomish.wa.us, or at the following address:

Snohomish County Health Department
ATTN: Accounts Payable
3020 Rucker Ave., Ste 308
Everett, WA 98201

7. Payment.

- 7.1. Within thirty (30) days of receipt of a properly completed invoice and supporting documentation, including the Cost Certification described in Section 6 above, the County will review and either (a) approve the invoice and remit payment to the Subrecipient, or (b) reject the invoice. If the County rejects the invoice, it shall provide the Subrecipient with a written notification explaining the basis for the rejection, after which the Subrecipient may correct the County-identified deficiencies and resubmit the invoice. The County shall send payment to the Subrecipient at the following address:

Oceania Northwest
Attn: Joseph Seia
6500 82nd St NE
Marysville, WA 98270

Email: joseph.seia@oceanianorthwest.org

- 7.2. The County shall not pay any invoice until the Subrecipient has submitted an executed Cost Certification (Exhibit A) with the Invoice – Cost Reimbursement Contracts (Exhibit B), and the Subrecipient has submitted an executed Lobbying Certification Form (Exhibit C) and an executed Civil Rights Certification Form (Exhibit D).

8. Duplication of Billed Costs.

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

9. Indirect Costs.

The Subrecipient shall provide and may include in its invoicing the indirect cost rate that has been negotiated between its entity and the federal government. If no such rate exists, a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) can be used.

10. Records Maintenance.

- 10.1. The Subrecipient shall maintain books, records, documents, data, and other evidence relating to this Agreement and performance of the Services described herein in accordance with state and federal law, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
- 10.2. The Subrecipient shall maintain records that identify in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.
- 10.3. Records must be sufficient to demonstrate the Grant Funds have been used in accordance with section 601(d) of the Social Security Act.
- 10.4. The Subrecipient shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under this Agreement, shall be subject at reasonable times during normal business hours of the County to inspection, review or audit by the County, personnel duly authorized by the County, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.
- 10.5. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

11. Audit.

- 11.1. The Subrecipient shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with all applicable laws, rules, and regulations, and grant provisions. The Subrecipient shall prepare appropriate financial statements, including a schedule of expenditures of federal awards.
- 11.2. In order to ensure and to provide documentation that the funds are used only as provided in this Agreement, the Subrecipient shall account for all funds under this Agreement in a separate account or fund.
- 11.3. If the Subrecipient expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year applicable to this Agreement, the Subrecipient shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Subrecipient shall (a) submit to the County the reporting package specified in OMB Super

Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and (b) submit to the County follow-up and developed corrective action plans for all audit findings. If the Subrecipient expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Subrecipient shall notify the County they did not meet the single audit requirement. The Subrecipient shall send all single audit documentation to the County within ninety (90) calendar days of receipt.

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

12. Repayment of Funds to County.

12.1. The Subrecipient shall return Grant Funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of Health & Human Services, upon the occurrence of any of the following events: (a) if overpayments are made by the County; or (b) if an audit of the Services by the U.S. Department of Health & Human Services of the County determines that the funds have been expended for purposes not permitted by the Office of Immunization COVID-19 Vaccine Community Navigator Program. In either case, the County shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. Provided, however, in the case of an audit by the County resulting in demand for repayment of funds, the obligation to repay within (60) calendar days shall be tolled if the dispute resolution provisions contained in section 27 are utilized until a final non-appealable outcome of the dispute is achieved.

12.2. No exercise by the County of the right to demand repayment of funds from the Subrecipient shall bar the Subrecipient from utilizing the dispute resolution provisions of this Agreement, nor shall it foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of Health & Human Services; The County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of Health & Human Services.

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

13. Debarment.

13.1. The Subrecipient, defined as the primary participant and its principals, certifies by executing this Agreement that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- iv. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

- 13.2. Where the Subrecipient is unable to certify to any of the statements in this Section 13, the Subrecipient shall attach an explanation to this Agreement.
- 13.3. The Subrecipient agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.
- 13.4. The Subrecipient further agrees by executing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- I. The lower tier Subrecipient certifies, by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- II. Where the lower tier Subrecipient is unable to certify to any of the statements in this contract, such Subrecipient shall attach an explanation to this contract.

14. Acknowledgement of Federal Funds.

1. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number (List Award #) NH23IP922619 issued by the U.S. Department of Health & Human Services as part of a financial assistance award totaling \$XX with 100 percent funded by the CDC/NCIRD/HHS."
2. The Subrecipient shall include clause 1 of this Section 14, adjusted for the proper parties, in any subcontract for services funded under this Agreement.

15. Indemnification and Hold Harmless.

- 15.1. To the maximum extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the County and all officials, agents, volunteers, and employees of the County, from and against all claims for injuries, death, or property damage arising out of or resulting from the performance of the Agreement. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.
- 15.2. The Subrecipient's obligation to indemnify, defend, and hold harmless includes any claim by Subrecipient's agents, employees, representatives, or any subgrantee/subcontractor or its employees. Subrecipient expressly agrees to indemnify, defend, and hold harmless the County for any claim arising out of or incident to Subrecipient's or any subgrantee's/subcontractor's performance or failure to perform the obligations under this Agreement. Grantee's indemnification, defense, and hold harmless obligations shall survive the expiration, abandonment, or termination of this Agreement.
- 15.3. The above indemnification obligations shall include, but are not limited to, all claims against the County by an employee or former employee of the Subrecipient or its subcontractors, and the Subrecipient, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

16. Insurance.

- 16.1. The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Subrecipient, or subgrantee, or agents of either, while performing under the terms of this Grant.
- 16.2. By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Subrecipient under this Agreement. The Subrecipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 16.3. The Subrecipient's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Subrecipient to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.
- 16.4. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the County, its officers, officials, employees, and agents as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subrecipient shall instruct the insurers to give the County thirty calendar days advance notice of any insurance cancellation or modification. During the term of the Grant, the Subrecipient shall submit renewal certificates not less than ten calendar days prior to expiration of each policy required under this section.
- 16.5. The Subrecipient shall submit a certificate of insurance which outlines the coverage and limits defined in this insurance section. An Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Agreement.**
- 16.6. The Subrecipient shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:
 - i. **Commercial General Liability.** Minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. The County shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the County using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage. Additionally, the Subrecipient is responsible for ensuring that any subgrantees provide adequate insurance coverage for the activities arising out of subgrants.
 - ii. **Worker's Compensation.** Covered as required by the Industrial Insurance laws of the State of Washington.
- 16.7. **Self-Insured/Liability Pool or Self-Insured Risk Management Program** – With prior approval from the County, the Subrecipient may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from the County, the Subrecipient shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. The County, its officers, officials, employees, and agents need not be named as

additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

17. Compliance with Laws.

- 17.1. The Subrecipient and the County shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to United States Laws, Regulations, and Circulars (Federal).
- 17.2. The Subrecipient shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.
- 17.3. The Subrecipient shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management Budget (OMB) Circular or regulation.
- 17.4. The Subrecipient shall comply with Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G, and 28 C.F.R. Part 35 and 39.
- 17.5. The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of Services under this Agreement.

18. Clean Air Act And Federal Water Pollution Control Act.

18.1. Clean Air Act.

- 18.1.1. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 16 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents amended, 42 U.S.C. § 7401 et seq.
- 18.1.2. Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 18.1.3. Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

18.2. Federal Water Pollution Control Act.

- 18.2.1. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 18.2.2. Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 18.2.3. Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

19. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended).

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of

Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

20. Procurement of Recovered Materials.

In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

21. County Non-Discrimination.

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Subrecipient shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Subrecipient of the Subrecipient's compliance with the requirements of Chapter 2.460 SCC. If the Subrecipient is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Subrecipient's obligations under other federal, state, or local laws against discrimination.

If the Subrecipient is found by a court of competent jurisdiction to have violated anti-discrimination laws, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement, this Agreement may be subject to a declaration of default and termination at the County's discretion.

22. Equipment and Supply Management.

The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- (a) Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

- (b) All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- (c) Inventory system records shall include: (i) description of the property; (ii) manufacturer's serial number, model number, or other identification number; (iii) funding source for the equipment, including the Federal Award Identification Number (FAIN); (iv) Assistance Listings Number (formerly CFDA number); (v) who holds the title; (vi) acquisition date; (vii) cost of the equipment and the percentage of federal participation in the cost; (viii) location, use and condition of the equipment at the date the information was reported; and (ix) disposition data including the date of disposal and sale price of the property.
- (d) The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- (e) The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- (f) The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the County.
- (g) The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- (h) If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or expiration of this Agreement, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - a. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - b. For Equipment: Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency. Items with a current per-unit fair market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- (i) Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- (j) The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

23. Subcontracting.

The Subrecipient may only subcontract work contemplated under this Agreement if it obtains the prior written approval of the County. The County will review such requests and respond within (10) ten calendar days of such request. If the County approves subcontracting, the Subrecipient shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the County in writing may: (a) require the Subrecipient to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Subrecipient from subcontracting with a particular person or entity; or (c) require the Subrecipient to rescind or amend a subcontract. Every subcontract shall bind the Subrecipient to follow all applicable terms of this Agreement. Every subcontract shall include terms that the County and the U.S. Dept. of Treasury are not liable for claims or damages arising from a Subrecipient's performance of the subcontract. Subrecipient shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Subrecipient is responsible to the County if a subcontractor fails to comply with any applicable term or condition of this Agreement. The Subrecipient shall appropriately monitor the activities of subcontractors to assure compliance with fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Subrecipient to the County for any breach in the performance of the Subrecipient's duties.

24. Termination and Remedies.

24.1. In the event the County reasonably determines that the Subrecipient has failed to comply with the conditions of this Agreement in a timely manner, the County has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, the County shall notify the Subrecipient in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, this Agreement may be terminated or suspended. In the event of termination or suspension, the Subrecipient shall be liable for damages as authorized by law including, but not limited to, any cost difference between this Agreement and any replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. The County reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations during investigation of any alleged compliance breach and pending corrective action by the Subrecipient or a decision by the County to terminate this Agreement. If this Agreement is so terminated or suspended, the County shall be liable only for payment required under the terms of this Agreement for Services rendered prior to the effective date of termination or suspension.

24.2. Except as otherwise provided in this Agreement, either party may, by thirty (30) days written notice, beginning on the second day after mailing, terminate this Agreement, in whole or in part.

24.3. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date, the County may suspend or terminate this Agreement immediately. In lieu of termination, this Agreement may be amended to reflect the new funding limitations and conditions.

24.4. The County may, in its sole discretion, terminate this Agreement or withhold payments claimed by the Subrecipient for services rendered if the Subrecipient fails to satisfactorily comply with any term or condition of this Agreement. The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

25. Dispute Resolution.

Except where specifically stated in this Agreement that this dispute resolution procedure does not apply, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion

and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the Parties, and be sent to all Parties. The panel shall consist of a representative appointed by the County, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both Parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

26. 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: Attn: Dennis Worsham
Snohomish County Health Department
3020 Rucker Avenue., Ste 306
Everett, WA 98201
Attention: Dennis Worsham

If to the Subrecipient: Attn: Joseph Seia
Oceania Northwest
6500 82nd St NE
Marysville, WA 98270
Email: joseph.seia@oceanianorthwest.org

27. 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.

28. Amendments.

This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

29. Order of Precedence.

In the event that any provisions of the Agreement, including all authorities incorporated by reference, are in conflict with one another, the provision which is the more encompassing and restrictive on the Subrecipient's actions shall apply. In the event that equally restrictive provisions are in conflict with one another, the sources of the provisions shall govern their precedence. The order of precedence shall be first federal, then local.

30. 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.

31. 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.

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. Nonwaiver of Breach.

The failure of either party hereto to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

34. Capacity.

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

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

35. Remedial Action.

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

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

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

Subrecipient shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provide directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Subrecipient must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2016, unless the Federal awarding agency provides written approval to continue the subcontract.

37. Preferences for Procurements.

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

For purposes of this Section:

- a. "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.
- b. "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.

38. False Statements.

Subrecipient understands that making false statements or claims with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines,

imprisonment, civil damages and penalties, debarment from participating in federal awards or agreements, and/or any other remedy available by law.

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

39. HHS Rights to Materials and Data

All publications developed or purchased with funds awarded under this announcement must be consistent with the requirements of the program. Subrecipient owns the copyright for materials that are developed under this award, and pursuant to 45 CFR § 75.322(b), HHS reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use those materials for Federal purposes, and to authorize others to do so. In addition, pursuant to 45 CFR § 75.322(d), the Federal Government has the right to obtain, reproduce, publish, or otherwise use data produced under this award and has the right to authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

40. Views Expressed Disclaimer.

Any publication produced with funds from this award must include a disclaimer stating the following: The contents are solely the responsibility of the author(s) and do not necessarily represent the official views of, nor an endorsement by the CDC/NCIRD/HHS, or the U.S. Government. For more information, please visit [National Center for Immunization and Respiratory Diseases \(NCIRD\) | NCIRD | CDC](https://www.cdc.gov/ncird/).

41. Trafficking in Persons.

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) (<https://www.govinfo.gov/content/pkg/USCODE-2010-title22/html/USCODE-2010-title22-chap78-sec7104.htm>).

42. Whistleblower Protection

Subrecipient will be subject to a term and condition that applies the terms of 48 CFR § 3.908 to the award, and requires that you inform your employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712 in the predominant native language of the workforce.

43. Disclaimer.

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

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

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

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

44. 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 Subrecipient are

needed for the County to respond to a request under the Act, as determined by the County, the Subrecipient agrees to make them promptly available to the County. If the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient (a) of the request and (b) of the date that such information will be released to the requester unless the Subrecipient obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Subrecipient 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 Subrecipient to claim any exemption from disclosure under the Act. The County shall not be liable to the Subrecipient for releasing records not clearly identified by the Subrecipient as confidential or proprietary. The County shall not be liable to the Subrecipient for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

45. 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.

46. After-the-Agreement Requirements.

Each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the County and the Subrecipient), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over U.S. Department of Health & Human Services. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the grant have been completed.

SNOHOMISH COUNTY:

OCEANIA NORTHWEST:

County Executive Director

Date

Joseph Seia

Co-Director / Lead Administrator

Date

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Barker, Sheila

Digitally signed by Barker, Sheila
Date: 2025.02.26 08:41:10 -08'00'

Risk Management

Date

Legal Counsel to the Subrecipient Date

Approved as form subject to memorandum
dated February 6, 2025, file no. PR25-005G:

Guadamud,
Rebecca

Digitally signed by Guadamud,
Rebecca
Date: 2025.02.26 07:35:14 -08'00'

Legal Counsel to the County

Date

Schedule A

SCOPE OF WORK

The Subrecipient will employ Community Navigators to connect with and disseminate public health information in a culturally relevant format to marginalized communities and communities with the lowest COVID-19 vaccination rates in Snohomish County as determined by the Snohomish County Health Department ("SCHD") in its sole discretion. More particularly, Community Navigators will perform the following functions:

Program Description:

1. Attend all Community Navigators team and individual meetings with SCHD staff. During meetings, Community Navigators will inform SCHD staff of current community engagement activities and high-level public health concerns facing the Community Navigator's assigned community. Community Navigators and SCHD staff will determine during the monthly 1:1 meeting with the SCHD program staff a minimum of flyers distributed, technical support assistance, and outreach, etc., to be completed.

2. Organize and conduct at least once each quarter a public health information session to educate community members on health topics, preventive measures, and available services, which may include: COVID-19 vaccine educational webinars and presentations, substance-use educational webinars and presentations, chronic disease educational webinars and presentations, and injury-violence educational webinars and presentations. All public health information session materials will be developed collaboratively between SCHD staff and the Subrecipient. SCHD may provide funding for room rental costs at its sole discretion.

3. Assist community members in scheduling vaccine appointments hosted by SCHD.

4. Distribute culturally appropriate public health information to the Community Navigator's assigned communities, ensuring messages are clear and relevant. All health information materials will be developed collaboratively between SCHD staff and the Subrecipient.

5. Facilitate community meetings, forums, or events to discuss public health concerns (as approved by SCHD staff), gather feedback, and promote SCHD's public health initiatives.

6. Assist in collecting data on community health indicators, concerns, and service utilization, as determined and requested by SCHD in its sole discretion.

7. Assist in setting up community events such as vaccination events and health fairs hosted by SCHD or collaborating agencies, as determined by SCHD in its sole discretion.

Program Performance Measures: Every month Community Navigators will input their activities into two different reporting systems.

The first reporting system will ask Community Navigators to input data into a Word or Excel template designed and made available to them by SCHD to capture activities, frequency, and number of community members reached through the Community Navigator's community engagement efforts. The Community Navigators will turn in this first reporting document weekly to SCHD.

Schedule B

The second reporting system consists of an Excel timesheet that Community Navigators will turn in weekly to SCHD for tracking weekly progress.

Subsequent to the first reporting system, the second reporting system will be implemented based on Community Navigator performance. The second reporting system will be implemented based on the first reporting system. The second reporting system will be implemented based on the first reporting system.

Deliverable: The second reporting system will be implemented monthly, according to the hours reported by the Community Navigators. The second reporting system will be implemented monthly, according to the hours reported by the Community Navigators. The second reporting system will be implemented monthly, according to the hours reported by the Community Navigators.

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Schedule B
Compensation

Subrecipient will be compensated based on Community Navigator performance of deliverables for each month totaling 65 hours (9 hours of meetings and 56 hours of community engagement).

Deliverable 1: Subrecipient will be compensated monthly according to the hours reported by Community Navigators at \$50.00 an hour for 6 hours of meetings to include: Bi-weekly Community Navigator Meetings (2), 1:1 partner program meetings with SCHD program staff (1), 1:1 partner admin meetings with SCHD program staff (1), and other key SCHD meetings as agreed upon with SCHD community navigator program staff.

- a. The bi-weekly community navigator team meetings are required. Attendance will be taken at each meeting by SCHD program staff.
- b. A 1:1 meeting with SCHD Project Monitor staff is mandatory within the monthly performance period. The 1:1 meeting establishes the monthly work plan.
- c. A 1:1 meeting with the SCHD Project Monitor is mandatory within the monthly performance period. This meeting goes over the monthly invoice and ensures adherence to the contract.

Deliverable 2: Subrecipient will be compensated monthly according to the hours reported by Community Navigators at \$50.00 an hour for 15 hours per week.

- a. The County shall compensate the Subrecipient for completion of the services and requirements specified in the compensation section. Compensation will be paid to Subrecipient upon receipt and approval of a signed invoice (template provided by the County, see Exhibit B) along with a monthly report outlining the Community Navigator's community engagement and outreach activities.
- b. The Subrecipient shall submit an invoice and all accompanying reports as specified in the attached exhibits no more than 15 days after the close of each indicated reporting period. The County shall make payment to the Subrecipient no more than 30 days after an invoice is received.
- c. The Subrecipient shall submit the final invoice and all outstanding reports within 30 days of the date this contract end date.

EXHIBIT A
CONTRACTOR COST CERTIFICATION FORM

1. I have the authority and approval from the governing body to request reimbursement from Snohomish County ("County") for expenditures related to activities in support of the Office of Immunization COVID-19 Vaccine Community Navigator Program Grant included on the corresponding invoice for the reporting period referenced on the Agreement Face Page.
2. I understand the 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 Office of Immunization COVID-19 Vaccine Community Navigator Program Grant under this Agreement were used only to cover those costs eligible for reimbursement under the Office of Immunization COVID-19 Vaccine Community Navigator Program Grant.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Office of Immunization COVID-19 Vaccine Community Navigator Program Grant Agreement and am familiar with its requirements.
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), Section 200.333 Retention requirements for records. Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand 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: OCEANIA NORTHWEST

By: 

Name and Title:

Joseph Seia / Executive Director

Date:

2/18/25

EXHIBIT B

INVOICE – Cost Reimbursement Contracts

Snohomish County – 3020 Rucker Ave., Everett, WA 98201

INVOICE

Grant Number: HD 21618 AD 4111

Contract Number:

Contract Period:

Organization: Oceania Northwest

Name:

Address: 6500 82nd St NE, Marysville, WA 98270

Phone:

Invoice Period:

Invoices are due by

the 15th of the

month after the end

of the previous

month.

Submit Signed Invoice to:

Accounts Payable:

SHD.AccountsPayable@co.snohomish.wa.us

Pia Sampaga-Khim:

pia.sampaga-khim@co.snohomish.wa.us

Snohomish County Health Department Accounts Payable Information

Invoice #

Invoice Date

Amount to be paid

Remit to address

Program Supervisor

Budget Line Item	Description	Annual Budget	Payment Requested	Remaining Balance	Total Invoice
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
Total Budget					

Total Invoice \$

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

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 subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1011, et seq. and punishment under federal law.

Contractor Name: Oceania Northwest

By: 

Name and Title:

Date:

Joseph Seia, Executive Director
2/18/25

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: 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: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	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: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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

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

EXHIBIT D

CIVIL RIGHTS CERTIFICATION

The funds provided to the Oceania Northwest (hereinafter referred to as the ("Contractor")) are available under section 1707 of the Public Health Service Act.

The Contactor understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of Health and Human Services, with monies distributed through the Snohomish County, 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 Health and Human Services ("HHS").

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 HHS, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.

7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.

9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must

provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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

Contractor Name: Oceania Northwest

By: 

Name and Title:

Joseph Seia

Date:

2/18/25