INTERLOCAL AGREEMENT BETWEEN THE SNOHOMISH HEALTH DISTRICT AND MARYSVILLE FIRE DISTRICT FOR REIMBURSEMENT OF CERTAIN FEMA FUNDING ELIGIBLE EXPENDITURES

This INTERLOCAL AGREEMENT (the "Agreement") is entered into this 16 day of June, 2021, between SNOHOMISH HEALTH DISTRICT, a municipal corporation of the State of Washington (the "District" or "Contractor"), and MARYSVILLE FIRE DISTRICT, a municipal corporation of the State of Washington ("Subcontractor") collectively referred to as the "Parties."

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which the District will provide reimbursement from its receipt of FEMA Grant funds of certain eligible COVID response related expenditures (the "Grant Funds") to the Subcontractor.

2. Term of Agreement.

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

3. FEMA Funding.

The District, in cooperation with Snohomish County Department of Emergency Management (DEM) acting as Incident Management Team (IMT), agrees to act as the lead agency for purposes of receipt and distribution of FEMA Grant funding through Amendment Number 20 of its Agreement with the Washington State Department of Health. By entering into this Agreement, Subcontractor warrants that it is eligible to receive reimbursement of COVID response related expenditures from FEMA Grant funds. The District shall reimburse Subcontractor only for actual costs incurred. The District shall not make payment in advance or in anticipation of services or supplies to be funded by the Grant Funds under this Agreement. Any costs paid to the subcontractor that are subsequently denied or disallowed by FEMA shall be the responsibility of the subcontractor to reimburse FEMA.

4. Subcontractor's Use of FEMA Funds.

Costs incurred between January 21, 2021 and July 20, 2021, or such other date as extended by the Agreement with the Washington State Department of Health, may be eligible for reimbursement if they meet one of the following COVID response related allowable expense requirements:

- COVID response related facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging).
- Regular and overtime pay associated with COVID response is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required

documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site.

- Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Equipment should be leased instead of purchased where the total cost of each piece, including sales tax, exceeds $5,000. Purchase of Equipment over $5,000 each piece, including sales tax, **must** be preapproved by the Incident Management Team (IMT) and the Washington State Department of Health. Any capital purchases (over $5,000) shall be tracked in the subcontractor's capital asset tracking system as a Federal asset and depreciated in the same manner as other capital assets. If the subcontractor is reimbursed for the full purchase cost of the asset and the asset is not fully depreciated at the end of the grant term, FEMA may request reimbursement of the remaining net book value. The subcontractor is responsible for fulfilling any reimbursement request made by FEMA.

The subcontractor is responsible for repayment of any disallowed costs as determined by FEMA.

Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT preapproval prior to reimbursement. The Subcontractor shall use the Grant Funds solely for purposes authorized under Federal law and this Agreement.

5. <u>Independent Contractor.</u>

The Subcontractor agrees that the Subcontractor will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the District. This Agreement neither constitutes nor creates an employer-employee relationship. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Subcontractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Subcontractor's obligations under this Agreement (the "Subcontractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Subcontractor personnel shall for all purposes be solely the employees or agents of the Subcontractor and shall not be deemed to be employees or agents of the District for any purposes whatsoever. With respect to Subcontractor personnel, the Subcontractor 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 Subcontractor personnel when required by law.

Because it is an independent contractor, the Subcontractor 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 Subcontractor agrees to indemnify, defend and hold the District harmless from any and all claims, valid or otherwise, made to the District because of these obligations.

The Subcontractor 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 Subcontractor and as to all duties, activities and requirements by the Subcontractor in performance of the Services under this Agreement.

6. Invoicing.

The Subcontractor shall submit monthly invoices to the IMT, which will submit to the District for reimbursement, PROVIDED, HOWEVER, that invoices shall be submitted to the IMT within thirty days of the end of the month or end of the funding period, whichever comes first. Invoices for January 21, 2021 to July 20, 2021 shall be submitted to the IMT within thirty days of the full execution of this agreement or thirty days after July 20, whichever is later. The invoices shall:

(a) Reference CFDA Number 97.036 and BARS Number 333.97.03;

(b) Describe and document, to the District's/Department of Health's satisfaction, reimbursable expenditures as set forth in this Agreement;

1. Labor costs claimed for reimbursement must be documented with copies of timecards or other timekeeping record verifying hours worked and including clock in/clock out times and brief explanation of work performed. Copies of description of tasks performed or general description of work performed must conform to DOH requirements as outlined in Section 4 above.

2. Non-labor related costs can be documented and supported by providing copies of invoices showing invoice was paid by agency to the vendor. Proof of receipt for goods and services can be noted on the invoice or copy of packing slip and should be provided with the invoice.

(c) Include any other documentation requested by the IMT, Department of Health or the District.

The Subcontractor shall send detailed and itemized invoices to the IMT at the following address:

sem-publicassistance@snoco.org

The Subcontractor shall certify that the invoice is true and correct and includes only those expenses which are eligible for reimbursement under the FEMA Grant. Subrecipient shall include documentation to support any requests for reimbursement in the order claimed on the invoice.

7. Payment.

Within thirty (30) days of receipt of a properly completed invoice approved by DEM/IMT, the District shall review and either (a) approve the invoice and remit payment to the Subcontractor, or (b) reject the invoice. If the DEM/IMT rejects the invoice, it shall provide the Subcontractor with a written notification explaining the basis for the rejection, after which the Subcontractor may correct the identified deficiencies and resubmit the invoice. The District shall send payment to the Subcontractor at the following address:

Martin McFalls
Marysville Fire District
1094 Cedar Ave
Marysville, WA 98270

8. Duplication of Billed Costs.

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

9. Records Maintenance.

9.1 The Subcontractor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein in accordance with state and federal law, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

9.2 The Subcontractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

9.3 Records must be sufficient to demonstrate the Grant Funds have been used in accordance with section 601(d) of the Social Security Act.

9.4 The Subcontractor shall retain such records for a minimum 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 at all reasonable times to inspection, review or audit by District, personnel duly authorized by the District, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

9.5 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

10. Audit.

10.1 The Subcontractor 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 Subcontractor shall prepare appropriate financial statements, including a schedule of expenditures of federal awards.

10.2 In order to ensure and provide documentation that the funds are used only as provided in this Agreement, the Subcontractor shall account for all funds under this Agreement in a separate account or fund.

10.3 If the Subcontractor expends $750,000 or more in federal awards from any and/or all sources in any fiscal year applicable to this Agreement, the Subcontractor shall procure and pay for a single audit or a program- specific audit for that fiscal year. Upon completion of each audit, the Subcontractor shall (a) submit to the District 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 District follow-up and developed corrective action plans for all audit findings. The Subcontractor shall send all single audit documentation to the District within ninety (90) calendar days of receipt.

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

11. Debarment.

11.1 The Subcontractor, defined as the primary participant and it 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.

11.2 Where the Subcontractor is unable to certify to any of the statements in this Section 13, the Subcontractor shall attach an explanation to this Agreement.

11.3 The Subcontractor 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 District.

11.4 The Subcontractor 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 Subcontractor 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 Subcontractor is unable to certify to any of the statements in this contract, such Subcontractor shall attach an explanation to this contract.

12. District Non-Discrimination.

It is the policy of the District 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.

If the Subcontractor 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 District's discretion.

13. Indemnification and Hold Harmless.

To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the District and all officials, agents, volunteers and employees of the District, from and against all claims for injuries, death or property damage arising out of or resulting from the performance of the Agreement. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily

injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subcontractor's obligation to indemnify, defend, and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees. Subcontractor expressly agrees to indemnify, defend, and hold harmless the District for any claim arising out of or incident to Subcontractor's or any subgrantee's/subcontractor's performance or failure to perform the obligations under this Agreement. Subcontractor's indemnification, defense, and hold harmless obligations shall survive the expiration, abandonment, or termination of this Agreement.

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

14. <u>Insurance.</u>

The Subcontractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the District should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subcontractor, or subgrantee, or agents of either, while performing under the terms of this Grant.

By requiring such minimum insurance coverage, the District shall not be deemed or construed to have assessed the risks that may be applicable to the Subcontractor under this Agreement. The Subcontractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

The Subcontractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Subcontractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the District, it 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 Subcontractor shall instruct the insurers to give the District thirty calendar days advance notice of any insurance cancellation or modification. During the term of the Grant, the Subcontractor shall submit renewal certificates not less than ten calendar days prior to expiration of each policy required under this section.

The Subcontractor 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 Subcontractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence, $2,000,000 aggregate. Additionally, the Subcontractor is responsible for ensuring that any subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Workers' Compensation. Statutory requirements of the state of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subcontractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Grant shall be $2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the District as beneficiary.
B. The Subcontractor shall provide, at the District 's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that the District will be provided thirty (30) days advance written notice of cancellation.

Self-Insured/Liability Pool or Self-Insured Risk Management Program - With prior approval from the District, the Subcontractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from the District, the Subcontractor 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 District, 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.

15. Compliance with Laws.

15.1 The Subcontractor and the District 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).

15.2 The Subcontractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

15.3 The Subcontractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

15.4 The Subcontractor 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.

15.5 The Subcontractor 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.

16. Termination and Remedies.

16.1 In the event the District reasonably determines that the Subcontractor has failed to comply with the conditions of this Agreement in a timely manner, the District has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, the District shall notify the Subcontractor 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 Subcontractor 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 District reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Subcontractor from incurring additional obligations during investigation of any alleged compliance breach and pending corrective action by the Subcontractor or a decision by the District to terminate this Agreement. If this Agreement is so terminated or suspended, the District 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.

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

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

17. 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 District, a representative appointed by the Subcontractor, 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.

18. 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 Subcontractor:

Martin McFalls
Marysville Fire District
1094 Cedar Ave
Marysville, WA 98270

If to the District:

Shawn Frederick
Administrative Officer
Snohomish Health District
3020 Rucker Avenue, Suite 306
Everett, WA 98201

19. 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.

20. 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 parties hereto.

21. 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 Subcontractor'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.

22. 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.

23. 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.

24. Survival.

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

25. 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.

26. 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.

27. After-the-Agreement Requirements.

Each party's obligation to the other shall not end until all close-out requirements are completed.

MARYSVILLE FIRE DISTRICT:

Martin McFalls
Martin McFalls (Jun 16, 2021 11:12 PDT) Jun 16, 2021

Martin McFalls Date
Fire Chief

Approved as to insurance
and indemnification provisions:

Steven R. Edin
Steven R. Edin (Jun 14, 2021 08:07 PDT) Jun 14, 2021

Risk Management Date

SNOHOMISH HEALTH DISTRICT:

Shawn Frederick
Shawn Frederick (Jun 16, 2021 11:32 PDT) Jun 16, 2021

Shawn Frederick Date
Administrative Officer

Approved as to form only:

Grant K. Weed
Grant K. Weed (Jun 16, 2021 11:31 PDT) Jun 16, 2021

Legal Counsel to the District Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into between Snohomish Health District (the "Covered Entity") and Marysville Fire District (the "Business Associate"), collectively (the "Parties") and individually (a "Party"). This Agreement is effective as of 6/16/21.

RECITALS

WHEREAS, Business Associate provides certain services to Covered Entity (the "Services") related to activities performed as part of the COVID response. The performance of these Services may include but not be limited to (i) the creation, receipt, maintenance, transmission, access to or use of Protected Health Information and Electronic Protected Health Information by Business Associate, or (ii) the disclosure of Protected Health Information and Electronic Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate. Accordingly, the creation, receipt, transmission, access to or maintenance of Protected Health Information and Electronic Protected Health Information by Business Associate is subject to the Privacy, Security, Breach Notification, and Enforcement rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. Parts 160 and 164. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations at 45 C.F.R. § 164.504(e), the HIPAA Security Regulations at 45 C.F.R. § 164.314(a) and the obligations of the Parties under the State Health Care Information Act pursuant to Chapter 70.02 RCW.

WHEREAS, this Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed Protected Health Information and Electronic Protected Health Information to Business Associate, and under which Business Associate may create, receive, maintain, transmit, access or use Protected Health Information and Electronic Protected Health Information on behalf of Covered Entity.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Covered Entity and Business Associate agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined in this Agreement shall have the same meanings as those terms in the HIPAA Privacy and Security Regulations at 45 C.F.R. Parts 160 and 164. Unless otherwise stated, a reference to a "Section" is to a Section in this Agreement. For Purposes of this Agreement, the following terms shall have the following meanings.

    1.1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R § 164.402

    1.2. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

    1.3. Electronic Protected Health Information or EPHI. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4. Individual. "Individual" shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5. Individually Identifiable Health Information. "Individually Identifiable Health Information" shall have the same meaning as the term "individually identifiable health information in 45 C.F.R. § 160.103.

1.6. Protected Health Information or PHI. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

1.8. Secretary. "Secretary" shall mean the Secretary of the federal Department of Health and Human Services or that person's designee.

1.9. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

1.10. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1. General. Except as otherwise specified in this Agreement, Business Associate may access, use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity provided that Business Associate uses and discloses PHI in the following manner:

2.1.1 Consistent with the minimum necessary policies and procedures of Covered Entity; and
2.1.2 Would not violate 45 C.F.R. Subpart E if done by Covered Entity, except as specified in paragraphs 2.2 and 2.3 of this section
2.1.3 Consistent with the provisions of Chapter 70.02 RCW.

2.2. Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:
2.2.1. For the proper management and administration of Business Associate;
2.2.2. To carry out the legal responsibilities of Business Associate; or
2.2.3. To provide Data Aggregation services to Covered Entity that relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3. Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1. The disclosure is Required By Law; or

2.3.2. Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4. De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information ("De-Identified Information") is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1. Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2. Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or subcontractor or agent of Business Associate in violation of the requirements of this Agreement.

3.4. Reporting. Business Associate will immediately report to Covered Entity in writing, any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5. Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor to whom Business Associate provides PHI that was created for or received from or on behalf of Covered Entity, has executed an agreement containing the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate will ensure only those who reasonably need to know such information in order to perform Services receive such information and, in such case, only the minimum amount of such PHI is disclosed as is necessary for such performance.

3.6. Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity, to an Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI in

accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a readable electronic format as agreed to by Covered entity and Individual.

3.7. Compliance with Requirements. To the extent Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate will comply with the requirement applicable to such obligation.

3.8. Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.9. Disclosure Documentation. Business Associate will document its disclosure of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with C.F.R. § 164.528.

3.10. Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.11. Access to Business Associate's Internal Practices. Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI, including EPHI, created, used, disclosed, received, maintained, accessed, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Business Associate or Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.12. Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such Breach. Except as otherwise required by law, Business Associate shall provide such notice in writing without unreasonable delay, and in no case later than ten (10) calendar days after discovery of the Breach.

3.12.1. Notice to Covered Entity required by this Section 3.12 shall include (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach to mitigate harm to the individual(s) and to protect against further Breaches; and (v) any other information that Covered

Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. §164.404(c).

3.12.2. After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, accessed or otherwise possessed by Business Associate, or of a Breach involving Unsecured Protected Health Information for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

3.13. Remuneration in Exchange for PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless Covered Entity notifies Business Associate that it obtained a valid authorization from the Individual specifying that the Individual's PHI may be exchanged for remuneration by the entity receiving such Individual's PHI.

3.14. Marketing. Business Associate must obtain or confirm that Covered Entity has obtained an authorization for any use or disclosure of PHI for marketing, as defined in 45 C.F.R. § 164.501.

3.15. Exporting Information. Business Associate shall ensure that any agent or subcontractor to whom Business Associate provides PHI, as well as Business Associate, not export PHI beyond the borders of the United States of America.

4. Obligations of Covered Entity.

4.1. Limited Disclosure Obligations. Covered Entity will limit the PHI provided to Business Associate to only that necessary to the business needs of Covered Entity. Prior to the transmission of PHI to Business Associate, Covered Entity will notify Business Associate of the need to transmit PHI and will arrange with Business Associate for the proper and secure transmission of such PHI.

4.2. Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions or uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.3. Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.4. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and the HIPAA Security Regulations if done by Covered Entity, except to the

extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities and legal responsibilities of Business Associate.

5. Security Restrictions on Business Associate.

5.1. General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2. Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI, agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such EPHI.

5.3. Reporting of Security Incidents. Business Associate shall report to Covered Entity in writing without unreasonable delay, but not later than five (5) business days, any Security Incident affecting EPHI created, received, maintained, accessed or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware.

5.4. HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.

6. Term and Termination.

6.1. Term. This Agreement shall take effect on Effective Date, and shall terminate when all of the PHI disclosed to Business Associate by Covered Entity or created or received by Business Associate on behalf of Covered Entity, is destroyed according to applicable records retention guidelines or returned to Covered Entity, or, if it is infeasible to return or destroy PHI in accordance with applicable records retention guidelines, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2. Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate that sets forth Covered Entity's determination that Business Associate breached a material terms of this Agreement, and Covered Entity may:

6.2.1. Provide written notice to Business Associate that provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible

6.2.3. If neither termination nor cure is feasible as provided in Section 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3. Effect of Termination.

6.3.1. Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy in accordance with records retention guidelines all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2. In the event that Business Associate determines that returning or destroying the PHI in accordance with records retention guidelines is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction in accordance with records retention guidelines infeasible. Upon reasonable determination that return or destruction of PHI in accordance with records retentions guidelines is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

7. Miscellaneous.

7.1. Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

7.2. Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for the Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days prior written notice to the party.

7.3. Survival. The respective rights and obligations of Business Associate and Covered Entity under Sections 3, 5, 6.3, 8 and 9 of this Agreement shall survive the termination of this Agreement.

7.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations and the HIPAA Security Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the sections and paragraphs themselves.

7.5. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7.6. Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of all the parties hereto and their permitted successors and assigns.

7.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

7.8. Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

7.9. Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either Party may provide to the other.

If to Covered Entity:	If to Business Associate:
Shawn Frederick	Martin McFalls
Snohomish Health District	Marysville Fire District
3020 Rucker Ave.	1094 Cedar Ave
Everett, WA 98201	Marysville, WA 98270

7.10. Counterparts. This Agreement may be executed in multiple counterparts all of which together will constitute one agreement, even though all Parties do not sign the same counterpart. Electronic or facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission, shall be the same as delivery of an original.

7.11. Effective Date. This Agreement is effect on execution or on the date first referenced in this Agreement.

7.12. Venue and Choice of Law.

7.12.1. This Agreement shall be governed by the laws of the State of Washington, without giving effect to any conflict-of-law provision that would result in the laws of any other jurisdiction governing this Agreement.

7.12.2. Each Party submits to the jurisdiction of any state of federal court sitting in the State of Washington, in any action or proceeding arising out of or relating to this Agreement. Each Party agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.

8. Indemnification.

8.1. In the event that entry into or performance of this Agreement results in claims, losses, liabilities, costs, lawsuits (including an award of attorney's fees) or other expenses, against Covered Entity, Business Associate will indemnify, hold harmless and defend Covered Entity from and against such claims, including but not limited to the assessment by a governmental agency of civil or criminal penalties, losses, liabilities, costs, lawsuits (including attorney's fees) or other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with Business Associate obligations under this Agreement.

8.2. In the event that entry into or performance of this Agreement results in claims, losses, liabilities, costs, lawsuits (including an award or attorney's fees) or other expenses, against Business Associate, Covered Entity will indemnify, hold harmless and defend Business Associate from and against such claims, losses, liabilities, costs, lawsuits (including attorney's fees) or other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach or non-fulfillment of any undertaking on the part of Covered Entity under this Agreement; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with Covered Entity obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT to be duly executed as of the Effective Date.

COVERED ENTITY:		BUSINESS ASSOCIATE:	
Shawn Frederick Shawn Frederick (Jun 16, 2021 11:32 PDT)	Jun 16, 2021	Martin McFalls Martin McFalls (Jun 16, 2021 11:12 PDT)	Jun 16, 2021
For Snohomish Health District	Date	For Marysville Fire District	Date