

SUBRECIPIENT AGREEMENT FOR CORONAVIRUS RELIEF FUNDS

Between

COUNTY OF COLE, MISSOURI

And

(Subrecipient – must match the name associated with the DUNS identifier)

Entered into this _____ day of _____, 2020

SUBRECIPIENT INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's unique entity identifier (DUNS): _____
- Email: _____
- Address: _____
- Federal Award Program Description: _____
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Subrecipient: \$ _____

Cole County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to award to entities in Cole County consistent with eligibility guidance.

- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of pass-through entity: Cole County, MO
- Contact Information for pass-through entity: Debbie Malzner, Director of Finance, Cole County, 311 E. High Street, Jefferson City, MO 65101. Email Info: CARESact@colecourt.org

THIS AGREEMENT entered this _____ day of _____, 2020, by and between the County of Cole, MO, a corporation of the State of MO (herein called “Cole County”), and _____ (herein called “Subrecipient”). Cole County and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

WHEREAS, Cole County qualified as an eligible local government and received CRF funding from the US Department of Treasury; and

WHEREAS, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that

units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Cole County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the “Initial Term”).
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Cole County, in its sole and absolute discretion, may terminate this Agreement at any time.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Cole County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

B. Eligible Expenses

Cole County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for “Eligible Expenses” as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

III. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of MO and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by Cole County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable

federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Subrecipient shall hold harmless, release, and defend Cole County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify Cole County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Cole County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Cole County. Subrecipient shall reimburse Cole County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless Cole County under this Agreement.

E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Cole County to provide the funding under this Agreement.

Subrecipient shall promptly notify Cole County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect

or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cole County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

Cole County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to Cole County reports that are incorrect or incomplete in any material respect.

J. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.

K. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

- L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of MO, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cole County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

IV. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cole County to Cole County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement (“Duplication of Benefits Certification”), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient’s obligation to promptly notify Cole County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Cole County, or any duly authorized representative of Cole County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the

award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should follow guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

Cole County shall evaluate the Subrecipient’s risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

Cole County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Cole County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to Cole County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Cole County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to Cole County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to Cole County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Cole County.

J. Payment & Reporting Procedures

1. Payment Procedures

Cole County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by Cole County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Cole County.

- a. Requests for reimbursement or funding must be submitted via email to CARESact@colecouny.org. Incomplete applications may result in a delay in a decision regarding of funding requests.
- b. Upon receipt of the Applications, the County will confirm receipt of application by email.
- c. The received application will be reviewed and Subrecipient will receive a Notification Letter by email indicating denial and/or approval of the funding request within approximately 10 days.
- d. Notification letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Subrecipient Agreement. All CRF funds not expended by Subrecipient must be returned to Cole County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

2. Reporting Procedures. Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the County records addressing how the funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc.. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

V. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VI. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

Cole County's Failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The Failure of Cole County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from Cole County from the allocation of the Coronavirus Relief Fund provided to Cole County for eligible expenditures. The subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cole County.

Subrecipient agrees that they will 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).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Cole County’s allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Cole County has no legal requirement to provide funding to any Subrecipient.

VI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer’s authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cole County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

[INSERT SUBRECIPIENT]

Signed (Duly Authorized Agent): _____

Printed Name: _____

Title: _____

Date: _____

COLE COUNTY, MO

Signed (Duly Authorized Agent): _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Cole County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Cole County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose

services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.

- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient’s receipt of funds or the commitment of funds by the Cole County, Subrecipient hereby assigns to Cole County all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Cole County, MO, and on _____, 2020. Any such funds received by the Subrecipient shall be referred to herein as “additional funds.”

Additional funds received by the Subrecipient that that are determined to be a Duplication of Benefits (“DOB”) shall be referred to herein as “DOB Funds.” Subrecipient agrees to immediately notify Cole County of the source and receipt of additional funds related to the COVID-19 pandemic. Cole County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to Cole County. Subrecipient agrees to reimburse Cole County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by Cole County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and Cole County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Subrecipient: _____

Signed (Duly Authorized Agent): _____

Printed Name: _____

Title: _____

Date: _____