



CONTRACT NUMBER: SCH27641-0	SUBRECIPIENT * <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	FFATA FORM REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

INTERAGENCY AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
EDUCATIONAL SERVICE DISTRICT #189

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and EDUCATIONAL SERVICE DISTRICT #189, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: DOH in partnership with the Washington Office of the Superintendent for Public Instruction (OSPI) and Health Commons expanded its COVID-19 testing service for schools and adding voluntary testing options to its toolkit for school districts. This was part of an ongoing effort to expand in-person learning to more Washington students. This work expands on our Learn to Return Playbook. Expanding this playbook includes providing direct financial staffing support to Educational Service Districts to provide Regional Screening Testing support.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on *August 01, 2022* and be completed on *July 31, 2023*, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

To comply with the act and be eligible to enter into this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization. If you do not already have one, you may receive a UEI number free of charge by contacting System for Award Management (SAM) at SAM.GOV.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$153,081.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:

Federal: \$153,081.00 State: \$0.00 Other: \$0.00 **TOTAL: \$153,081.00**

Contractor agrees to comply with applicable rules and regulations associated with these funds.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at security@doh.wa.gov. The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

Name: Carmella Alexis

Office: PHOCIS

Agency: Department of Health

Address: No address available

City, State, Zip: No address available

Phone: (360) 236-4211

The Contract Manager for the Contractor is:

Name: Lisa Matthews

Title: Assistant Superintendent for Finance and Compliance

Agency: Educational Service District #189

Address: 1601 R Ave

City, State, Zip: Anacortes, WA 98221

Phone: (360) 299-4006

DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 - 1. Special Terms and Conditions (Exhibit C if used)
 - 2. Primary document (document that includes the signature page)
 - 3. Statement of Work (Exhibit A)
 - 4. Contractor Vaccination Certification (Exhibit D)

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents,

and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;

- Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
- Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<p>CONTRACTOR SIGNATURE</p> <p><i>Lisa Matthews</i> Lisa Matthews (Aug 5, 2022 07:24 PDT)</p>	<p>DATE</p> <p>Aug 5, 2022</p>
<p>PRINT OR TYPE NAME</p> <p>Lisa Matthews</p>	<p>TITLE</p> <p>Assistant Superintendent for Finance</p>
<p>DOH CONTRACTING OFFICER SIGNATURE</p> <p><i>Frank L Webley</i></p> <p>WA Department of Health Contracts Office</p>	<p>DATE</p> <p>Aug 8, 2022</p> <p>Frank L Webley, WA State Department of Health Contract Specialist III</p>

This contract has been approved as to form by the attorney general.

EXHIBIT A, DOH CONTRACT SCH27641-0
STATEMENT OF WORK
EDUCATIONAL SERVICE DISTRICT #189
Period of Performance: August 01, 2022 through July 31, 2023

PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide Regional Screening Testing Lead/Coordinator support in the Educational Service District.

CONTRACT OVERVIEW:

In February 2021, due to the COVID-19 pandemic, The Washington State Department of Health (DOH) in partnership with the Washington Office of the Superintendent for Public Instruction (OSPI) and Health Commons expanded its COVID-19 testing service for schools and adding voluntary testing options to its toolkit for school districts. This was part of an ongoing effort to expand in-person learning to more Washington students. This work expands on our “Learn to Return Playbook.”

In April, DOH received a Centers for Disease Control grant award through our Epidemiology and Laboratory Capacity grant project Emerging Issues project. This title for this funding is “ELC REOPENING SCHOOLS: SUPPORT FOR SCREENING TESTING TO REOPEN & KEEP SCHOOLS.”

This funding is to support safe, in-person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide another layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19). The award states that it is critical for schools to open as soon as possible (and remain open) for academic and social/emotional benefits; it is equally important to do so safely.

This grant award is being used to continue to expand support through our “Learn to Return Playbook.” Expanding this playbook includes providing direct financial staffing support to Educational Service Districts to provide Regional Screening Testing support.

CONTRACT OBJECTIVES:

- Provide Regional Support to School Districts
- Identify and address support needs in region
- Facilitate networking and communications among districts
- As requested, provide school based COVID testing coordination/support
- Provide necessary reporting to support grant objectives and capture lessons learned and opportunities for improvement
- Coordination with DOH & Health Commons

Task 1 – Hire Regional Screening Testing Lead/Coordinator

Task Timeline: DOE – 7/31/2023

Task Detail/Activities: Recruit, equip and onboard Regional Screening Testing Lead/Coordinator in alignment with role requirements in Exhibit A.

Task Deliverables:

- Provide staff name, and timeline to DOH contract manager as soon as hiring commences.

Task 2 – Regional Support

Task Timeline: 8/1/21 – 7/31/23

Overview: Unified as the Association of Educational Service Districts (AESD) Network, Washington’s nine Educational Service Districts (ESDs) provide pandemic response and planning support to Local Education Agencies (LEAs) (public school districts, public charter schools, Tribal Education Compact

EXHIBIT A, DOH CONTRACT SCH27641-0

STATEMENT OF WORK

EDUCATIONAL SERVICE DISTRICT #189

Period of Performance: August 01, 2022 through July 31, 2023

Schools) and private schools in each ESD region in partnership with the Washington State Department of Health (DOH), the Washington State Office of Superintendent of Public Instruction (OSPI), and statewide implementation partners such as the Health Commons Project (HCP).

Regional Coordinators within each ESD work in partnership with DOH and HCP to provide regional support to the districts in their ESD to offer COVID-19 screening testing. The Regional Coordinators work within their region to identify and address support needs related to COVID-19 screening testing and serve as a conduit for networking and communications among districts regarding COVID-19 testing and other COVID mitigation strategies.

Task Details:

- 8/1/21 – 7/31/22: See Appendix A.

Task 3 – Hire & Manage Positions to support School Screening Testing Coordinator(s) as needed

Task Timeline: DOE – 7/31/2023

Task Detail/Activities: Work with school districts in the region to identify the need for a School Coordinator Position/s in alignment with Appendix B. In coordination with DOH & Health Commons, receive allocation for this position(s). Recruit equip and onboard School Re-Opening Coordinator(s) as necessary.

School Reopening Coordinators can serve at the school, district(s) level to assist in coordinating testing supports and documenting learnings and elevating best practices to the ESD Regional Coordinating role. ESDs can assist schools using a school nursing corps model to provide assistance from the regional level.

Working with the Health Commons Program Manager, the ESD Regional Coordinator can assess the needs of the school districts to determine how the School Reopening Coordinator positions may best implement testing supports. This position will serve testing needs of the school upon request.

Note: Appendix of sample job description is included.

Task Deliverables:

Bi-weekly staffing report detailing re-opening coordinators and school districts being directly supported.

INVOICING:

Invoices must be submitted to “phociscontracts@doh.wa.gov” and michelle.chung@doh.wa.gov.

COMPENSATION

The cost of accomplishing task 1 and 2 of described in the SOW will not exceed \$157,081.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

The cost of accomplishing task 3 is estimated at X School Re-Opening Testing Coordinators. Each School Re-Opening Testing Coordinator is anticipated to have a total cost of \$104,895. This budget may increase to meet the demand of the region. An amendment will be processed at that time.

EXHIBIT A, DOH CONTRACT SCH27641-0
STATEMENT OF WORK
EDUCATIONAL SERVICE DISTRICT #189
Period of Performance: August 01, 2022 through July 31, 2023

Budget

Budget Task 1 & 2	
\$121,214	ESD Staffing + benefits - Regional COVID-19 Response Coordination
\$12,500.00	Supplies & Travel
\$7,800	ESD Facility & Technology Fees
\$141,514	Total
\$15,567.00	Indirect
\$157,081.00	Total
Budget Task 3	
\$104,895	ESD Regional School Re-Opening Coordinator (includes, salary, benefits and indirect costs)
x	X Estimated Coordinators
\$x	Total
\$s	Total SOW Budget

Budget variances between cost categories is allowable up to 5%. Any variances above 5% must be requested and approved prior by email. Email contract manager for this approval.

To utilize task 3 funds, an email request must be made in advance to the contract manager. The contract manager will approve this request by email.

Roles & Responsibilities:

ESD	DOH	Health Commons
Support school district implementation of screening testing	Provide support and direction	Provide technical implementation assistance support to schools enrolled in the Learn to Return Program.
Provide staffing number needed for Task 3 and which schools position will support		As-needed subject matter expertise.

Regional Pandemic Response and Planning Support – Refined ESD Roles

Task Timeline: Aug. 1, 2022 – July 31, 2023

Task Detail: For the 2022/23 year, each ESD will host a Regional COVID-19 Response Coordinator who will work collaboratively across the region to support statewide preK-12 COVID-19 testing/mitigation efforts, identify and coordinate post-pandemic public health needs among school districts, and serve as a conduit for networking and communications among districts to leverage the infrastructure built during the 2021/22 COVID-19 response and Learn to Return program.

EXHIBIT A, DOH CONTRACT SCH27641-0
STATEMENT OF WORK
EDUCATIONAL SERVICE DISTRICT #189
Period of Performance: August 01, 2022 through July 31, 2023

Additionally, at the AESD Network-level, the Network Executive Director will provide network-level coordination and leadership support, representing the AESD Network with DOH, OSPI, and HCP leadership, and with the regional ESD Coordinators.

Examples of regional and network-level coordination may include, but are not limited to:

Post-Pandemic Planning & Implementation Support

- A. Collaborate with OSPI, DOH and statewide implementation partners to support and inform design and implementation considerations for statewide COVID-19 testing programs and related post-pandemic planning efforts.
- B. Provide support (virtually and in-person) to LEAs and schools across the ESD region that includes:
 - a. Connections to resources and best practice models
 - b. Assistance with accessing labor support resources through OSPI and other available funding to support testing and COVID mitigation strategies
 - c. Support related to DOH and L&I personal protective equipment guidance, including PPE acquisition and health services mask fitting
 - d. Pandemic/post-pandemic planning and response, to include coordination and integration with other statewide planning efforts
 - e. Documenting COVID testing and mitigation protocols and lessons-learned as part of ongoing school safety planning
 - f. Support LEAs with information gathering and/or data collection necessary for state and/or federal reporting purposes
 - g. As necessary, facilitate connections among LEAs and regional public health partners
- C. Under the guidance of ESD leadership, work collaboratively with other ESD initiative coordinators and staff responsible for student health and safety; and school safety initiatives (such as School Nurse Corps and comprehensive school safety planning) to align and integrate pandemic/post-pandemic safety and disaster planning and response into existing efforts that provide support and technical assistance to LEAs within the region.
- D. Engage with statewide implementation partners to design and implement strategies for fostering state-level learning and networking among LEAs.
- E. Support statewide and regional learning / networking opportunities among LEAs in collaboration with ESD staff responsible for student health and safety; and school safety planning.
- F. Support ESD-based testing program for employees, staff, and students, as necessary and applicable.

Reporting & Data Collection

- A. Support LEAs with state-level reporting and accountability expectations. This could include support with gathering and synthesizing qualitative and quantitative data for state and federal reporting purposes, as defined by DOH and OSPI.
- B. Assist with regional data gathering as part of comprehensive program evaluation efforts with DOH, OSPI, LHJs, and statewide implementation partners focused on statewide testing programs and post-pandemic response planning to inform statewide reporting, decision making, and to inform future school-based health supports for LEAs. Information gathered may include qualitative and quantitative information regarding COVID response, pandemic readiness, best practices/effective implementation models.

EXHIBIT A, DOH CONTRACT SCH27641-0

STATEMENT OF WORK

EDUCATIONAL SERVICE DISTRICT #189

Period of Performance: August 01, 2022 through July 31, 2023

Engagement & Communication

- A. Stay apprised of the evolution of the COVID-19 pandemic and remain current on all guidance/requirements from DOH, OSPI, and LHJs. This includes staying abreast of all COVID-19 related news and updates regarding variants, transmission rates, testing technologies, vaccine development and availability.
- B. Support timely information sharing and updates to LEAs in the region about post-pandemic/pandemic planning, state requirements, and the Learn to Return program in concert with OSPI, DOH, and statewide implementation partners; and in collaboration with ESD leadership and staff team.
- C. Provide input to various state and regional partners including DOH, OSPI, LHJs, and statewide implementation partners to inform the development and disseminations of statewide guidance/communications intended for preK-12 audiences (LEAs (district/school administrators) and families/communities).
- D. Support timely information sharing with LEAs through various communications pathways, in concert with state-level guidance from DOH, OSPI, LHJs, and statewide implementation partners.
- E. As necessary and appropriate, facilitate communication within and among LEAs and LHJs.

Regional Role Characteristics:

- Knowledge of the national and statewide public health agenda, issues, impacts, and the intersection with education and social outcomes
- Ability to communicate effectively with diverse stakeholders, including preK-12 and public health partners at the state, regional, and local levels.
- Knowledge of FERPA and HIPAA privacy and security rules, and their application to COVID-19 related information in educational settings.
- Ability to manage multiple tasks and projects.
- Ability to use tact and diplomacy with all sensitive issues and special situations
- Ability to research and analyze documents.
- Work under pressure and deadlines within short time frames
- Systems-oriented and innovative
- Familiar with relationships with LEAs, regional public health partners, and local health departments in the region

DOH Program Contact:

Carmella Alexis: (360) 236-4211; phociscontracts@doh.wa.gov

EXHIBIT D, DOH CONTRACT SCH27641-0
DEPARTMENT OF HEALTH
Contractor/Vendor Certification
Proclamation 21-14 - COVID-19 Vaccination Certification
EDUCATIONAL SERVICE DISTRICT #189

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in [RCW 43.06.220](#), issued [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021) and as may be amended thereafter. The Proclamation requires contractors/vendors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.

I hereby certify, on behalf of the entity identified below, as follows

CONTRACTOR/VENDOR has
A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION.

Explanation/Information/Definition

CONTRACTOR/VENDOR HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION. Contractor/Vendor:

1. Has reviewed and understands Contractor/Vendor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Contractor/Vendor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor/Vendor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Contractor/Vendor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in-person and on-site at Department of Health premises that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted.
6. Has operational procedures in place to enable Contractor/Vendor personnel (including subcontractors) who perform contract activities on-site at Department of Health premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation;

EXHIBIT D, DOH CONTRACT SCH27641-0
DEPARTMENT OF HEALTH
Contractor/Vendor Certification
Proclamation 21-14 - COVID-19 Vaccination Certification
EDUCATIONAL SERVICE DISTRICT #189

7. Will provide to Agency, upon request, Contractor/Vendor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OR

CONTRACTOR/VENDOR DOES NOT HAVE A COVID-19 CONTRACTOR/VENDOR VACCINATION VERIFICATION PLAN. Contractor/Vendor does not have a current COVID-19 Contractor/Vendor Vaccination Verification Plan and, is not able to develop and provide a COVID-19 Contractor/Vendor Vaccination Verification Plan to ensure that personnel meet the COVID-19 vaccination requirements as set forth in the above-referenced Proclamation, and provide the same to Department of Health within twenty-four (24) hours of such request. [Note: Compliance with the Proclamation is mandatory and failure to comply could result in termination of contract/purchase order.]

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.