



CONTRACT NUMBER: SCH28518-0	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: The purpose of the agreement is for the 2023-2024 school year, Educational Service District #189 will hire a Regional Public Health and Pandemic Response Coordinator who will work collaboratively across the ESD Network to support statewide preK-12 COVID-19 testing/mitigation efforts, help to address other emerging infections and conditions of a public health significance, and coordinate recovery and post-pandemic planning efforts among local education agencies (LEAs). This role expands upon the infrastructure built during the 2021/2022 COVID-19 Learn to Return program and supports a systems-based approach between public health and education.

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 1, 2023** and be completed on **July 31, 2024**, 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.

Information about your organization and this Agreement will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding

Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

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 **\$83,333.00** 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: \$83,333.00 State: \$-0- Other: \$-0- TOTAL: \$83,333.00

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: DCHS/OHS

Agency: Department of Health

Address: _____

The Contract Manager for the Contractor is:

Name: Larry Francois

Title: Superintendent

Agency: Educational Service District #189

Address: 1601 R Ave

City, State, _____
Zip: Olympia, WA 98504
Phone: (360)236-4211

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. Primary document (document that includes the signature page)
 2. Statement of Work (Exhibit A)

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.

CONTRACTOR SIGNATURE  <small>Larry Francois (Jun 16, 2023 09:49 PDT)</small>	DATE Jun 16, 2023
PRINT OR TYPE NAME Larry Francois	TITLE Superintendent
DOH CONTRACTING OFFICER SIGNATURE 	DATE Jun 20, 2023

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

STATEMENT OF WORK
DOH Contract Number SCH28518-0
Educational Service District #189

CONTRACT OVERVIEW:

For the 2023-2024 school year, each ESD will hire a Regional Public Health and Pandemic Response Coordinator who will work collaboratively across the ESD Network to support statewide preK-12 COVID-19 testing/mitigation efforts, help to address other emerging infections and conditions of a public health significance, and coordinate recovery and post-pandemic planning efforts among local education agencies (LEAs). This role expands upon the infrastructure built during the 2021/2022 COVID-19 Learn to Return program and supports a systems-based approach between public health and education.

CONTRACT OBJECTIVES:**Post-Pandemic Planning, Recovery, Communications, & Implementation Support**

- **Collaborate with Washington Office of Superintendent of Public Instruction (OSPI), Washington State Department of Health (DOH) and other statewide partners to support and inform implementation considerations for statewide COVID-19 testing programs, other emerging infections and conditions of public health significance, and related post-pandemic planning and recovery efforts.** Including:
 - a. Functioning as a networking partner to support collaborative partnerships within and external to the school district (DOH, Local Health Jurisdictions (LHJs), OSPI, Association of Educational Service Districts (AESD), School Nurse Corps, Department of Emergency Management, etc.)
 - b. Functioning as a trusted messenger and representative of the ESD Network to elevate public health concerns to DOH
 - c. Participating in regular coordination calls with DOH and other school partners to represent the school perspective and voice for ongoing coordination and planning work
 - d. Recruit and/or hire as needed.
- A. Provide support (virtually and in-person) to LEAs and schools across the ESD region that includes:**
 - a. Provide as-needed technical assistance to support COVID-19 testing related activities and other public health initiatives that lay the foundation for future public health response
 - b. Provide support with post-pandemic planning and recovery activities, including prevention and mitigation strategies
 - c. Connections to resources and best practice models
 - d. Pandemic/post-pandemic planning, recovery, and response, to include coordination and integration with other statewide planning efforts.
 - e. Support LEAs with information gathering and/or data collection necessary for state and/or federal reporting purposes
 - f. As necessary and appropriate, facilitate connections among LEAs and regional public health partners.
 - g. Function as regional conveyors of public health information and feedback
- B. Support statewide and regional learning / networking opportunities among LEAs in collaboration with ESD staff responsible for student health and safety.**
 - a. Under the guidance of ESD leadership, work collaboratively with other ESD initiative coordinators and staff responsible for student health and safety 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.
 - b. Support regional specific pandemic/post-pandemic safety and infectious disease planning for future coronavirus and other events involving pathogens with potential for broad community spread in partnership with other ESD initiative coordinators.
- C. Reporting & Data Collection**
 - Provide written feedback and elevations to DOH as issues arise that require further DOH support
 - Provide monthly summary updates via email to DOH that highlights supported partnerships and post-

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pandemic planning and recovery activities

- Provide verbal reports to DOH and other school partners during meetings, where applicable
- Support supplemental reporting as requested by DOH to fulfill grant reporting needs.

INVOICING:

Invoices must be submitted to phociscontracts@doh.wa.gov with a CC to the DOH contract manager (Carmella.Alexis@doh.wa.gov) and School Testing Coordinator (Shae.Purdue@doh.wa.gov). Invoices must include sufficient detail to identify all expenditures and should be grouped by task. DOH reserves the right to require submittal of additional documentation for invoices.

COMPENSATION

The cost of accomplishing tasks as described in the SOW is budgeted at \$83,333

The total compensation for this contract may not exceed \$83,333.

Budget

Budget Task	
\$66,175	ESD Staffing + benefits - Regional Public Health and Pandemic Response Coordinator
\$5,000	Supplies & Travel
\$3,900	ESD Facility & Technology Fees
\$75,075	Total
\$8,258	Indirect
\$83,333	Total
\$83,333	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 DOH contract manager for this approval.

Roles & Responsibilities:

ESD	DOH
Support school district implementation of COVID-19 testing/mitigation efforts and other recovery focused public health post-pandemic activities.	Provide support and direction
Coordinate with OSPI and DOH to support schools.	Facilitate regular meetings between AESDs and partners.
Meet regularly with DOH to ensure program progress.	Provide access to as-needed subject matter expertise to support school needs
Ensure that written and verbal communication to schools is consistent and representative of DOH messaging	Provide testing supplies as allowable per grant funding requirements

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If any roles or duties will be fulfilled by a subcontractor, the Contractor will oversee and is accountable for ensuring fulfillment of those tasks. Contractor remains to be the point of contact for any communications to DOH. The Contractor is also responsible for getting pre-approval for any subcontractor prior to work starting.	
Provide monthly reporting to DOH. Support supplemental reporting as requested to fulfill grant reporting needs.	
Hires a Regional Public Health and Pandemic Response Coordinator per ESD region to meet contract objectives as outlined in this contract. Responsible for filling open positions when applicable.	

SPECIAL CONSIDERATIONS:**COMMUNICATION EXPECTATIONS WITH THE DOH:****Media Relations**

The Department of Health will manage all media relations related to all DOH COVID-19 response-related projects, including those involving external partners, contractors, both for the duration of the project and after the partnership concludes. All media inquiries or review of any communications products, or collaboration on any communication efforts, individuals should be referred to or forwarded to the agency's media management group, at DOH-PIO@DOH.WA.GOV. Further, DOH Executive Office of Public Affairs and Equity (OPAE) staff should review and approve any external communications related to projects associated or contracted by DOH before they are sent out. DOH may share some communications duties with a partner under certain circumstances, but still retains approval authority over those communications.

Elevation of Issues to DOH

The following information describes the pathway the Contractor should use when communicating testing issues to the DOH:

- 1) Contractor identifies a critical issue and elevates to the DOH via written email documentation within 24 hours
 - a) Contractor includes the following template and details as part of their documentation to the DOH contract manager and program contact
 - i) **Brief description of the issue:** State the issue clearly with details on which school district is involved, timeline of events, and parties involved
 - ii) **Issue priority:** Critical, High, Medium, Low
 - iii) **How the issue is being addressed by the Contractor:** Proposed next steps following the escalation (include a bulleted list)
- 2) Contractor provides follow-up written communication within one week to confirm resolution following escalation plan. If the initial resolution plan has changed from what was originally discussed or communicated, Contractor shares an update along with a revised timeline for resolution.

STATEMENT OF WORK
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DOH is only requesting elevation of critical issues. If there are issues the Contractor has identified that will escalate quickly, Contractor will elevate to the DOH.

Below are examples that fall under each category of risk:

Critical	<ul style="list-style-type: none"> • Significant delays or hardships in supporting schools with setup and operationalizing testing in a school district • Significant delays or issues with testing supplies delivered to schools (beyond 10 business days of request by school district) • Any issue that results in a written communication that needs to be shared with schools, parents, and students • Repeating issue that becomes critical because it was not addressed properly when first identified at a lower priority level
High	<ul style="list-style-type: none"> • Implementation issues that are being brought up by the superintendent or school district personnel that requires Contractor's monitoring • Requires further info gathering to escalate as critical
Medium	<ul style="list-style-type: none"> • Issue that impacts less than 5-10 staff/students and can be resolved < 3 business days
Low	<ul style="list-style-type: none"> • Issue that impacts only one staff/student that can be resolved < 1 business day • Proposed Quality of Life (QOL) or informational improvements to DOH Testing Operations Supply Ordering Portal(s).

Non-critical issues should be shared during the recurring check-in meetings scheduled between the Contractor and DOH. Low-priority issues concerning the Testing Operations Supply Ordering Portal(s) should be communicated via email or through identified, systematic issue reporting procedures that may be developed and provided to the Contractor with 2-weeks' notice prior to implementation of escalation process.

Please note the following:

Notifications to the DOH should not delay or impact Contractor's ability to continue work as a school Contractor. Contractor should proceed with proposed steps for reconciling the issue unless the DOH provides further guidance or direction.