From: Adobe Sign
Sent: Mon, 8 Jul 2024 08:54:11 -0700
To: DOH Contract, MGMT; Maria Fernandez
Cc: Gibson, Reann E (DOH); felicitas@weareella.org; Pinger, Mikaela L (DOH); Stewart, Kayla M (DOH)
Subject: CBO29930-0_ELLA between Washington State Department of Health, Maria Fernandez and WA Department of Health Contracts Office is Signed and Filed!
Attachments: CBO29930-0_ELLA - signed.pdf

External Email

Washington State Department of Health | Powered by Adobe Acrobat Sign

GRANT AWARD & AGREEMENT

DOH GRANT/AGREEMENT NUMBER: CBO29930

PROJECT TITLE: HEAL Community Capacity Grant

Empowering Latina Leadership and Action (ELLA)

PO Box 11149
Yakima, WA 98909

0318380-00

84-4356457

Maria Fernandez

509-506-0013

DEPHS

Kayla Stewart (Rodrigues)

PO Box 47890 Olympia, Washington 98504-7890

(564) 259-4876

N/A

(FED) $0.00 (ST) $499,200.00 Other) $0.00 Total $499,200.00

N/A

July 1, 2024

June 30, 2025

$499,200.00

EXHIBITS. The following Exhibits are attached and incorporated into this Agreement by reference:
☑ Exhibit A, Statement of Work ☑ Exhibit B, General Terms & Conditions ☐ No Exhibits

The terms and conditions of this Agreement, including all attachments and subsequent amendments constitutes the entire and exclusive understanding between the parties. No other understandings, rulings, and communications, oral or otherwise regarding the subject matter of this Agreement shall exist to bind the parties. The parties signing below represent they have read and understand this Agreement and have the authority to execute this Agreement. This Agreement shall be binding on DOH only upon signature by DOH.

CONTRACTOR SIGNATURE: Maria Fernandez — DATE: Jul 3, 2024

PRINT OR TYPE NAME: Maria Fernandez — TITLE: Executive Director

DOH CONTRACTING OFFICER SIGNATURE — DATE: Jul 8, 2024

DOH Grant Award & Agreement CBO29930-0 Page 1 of 12

CBO29930-0_ELLA between Washington State Department of Health, Maria Fernandez and WA Department of Health Contracts Office is Signed and Filed!

To: WA Department of Health Contracts Office and Maria Fernandez

Cc: Reann Gibson, felicitas@weareella.org, Mikaela Pinger, and Kayla Stewart

Attached is a final copy of CBO29930-0_ELLA.

Copies have been automatically sent to all parties to the agreement.

Why use Adobe Acrobat Sign:

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Washington State Department of HEALTH	**GRANT AWARD & AGREEMENT**	**DOH GRANT/AGREEMENT NUMBER:** **CBO29930**

This Agreement is by and between the State of Washington Department of Health (DOH) and the party identified below, hereafter referred to as the "Grantee" and is issued pursuant to the RCW 43.70.040 - Secretary's powers—Rule-making authority—Report to the legislature.

PROJECT TITLE: **HEAL Community Capacity Grant**

SUBRECIPIENT ☐YES ☒NO

IT IS THE PURPOSE OF THIS GRANT – To educate and engage the Lower Yakima Valley communities on the topic of environmental justice to build community awareness and develop community member advocates that are well informed and prepared to address the harmful environmental issues impacting them. The 2023-2025 legislative budget proviso ESSB 5187 section 222(28) provides funding for the Department of Health to administer "capacity grants to tribes and tribal organizations and to overburdened communities and vulnerable populations" to build capacity for engagement and participation with HEAL activities.

GRANTEE NAME	GRANTEE DBA		
Empowering Latina Leadership and Action (ELLA)			
GRANTEE ADDRESS **PO Box 11149** **Yakima, WA 98909**		STATEWIDE VENDOR NUMBER **0318360-00**	FEDERAL TAX ID NO. **84-4356467** UBI NUMBER **604581464**
Maria Fernandez **Maria Fernandez**	CONTACT TELEPHONE **509-506-0013**	GRANTEE FAX	GRANTEE E-MAIL ADDRESS **Maria@WeAreELLA.org**

DOH DIVISION	DOH OFFICE	DOH PROGRAM
EPH		**OEPHS**

DOH CONTACT NAME AND TITLE	DOH CONTACT ADDRESS	
Kayla Stewart (Rodrigues)	**PO Box 47890 Olympia, Washington 98504-7890**	
DOH CONTACT TELEPHONE **(564) 200-4076**	DOH CONTACT FAX **N/A**	DOH CONTACT E-MAIL ADDRESS **Kayla.Stewart@doh.wa.gov**
Source of Funds (FED) $0.00 **(ST) $499.200.00** Other) $0.00 **Total $499.200.00**		CFDA NUMBERS (if applicable) **N/A**
AGREEMENT START DATE **July 1, 2024**	**AGREEMENT END DATE** **June 30, 2025**	MAXIMUM AGREEMENT AMOUNT **$499.200.00**

EXHIBITS. The following Exhibits are attached and incorporated into this Agreement by reference:
☒ Exhibit A, Statement of Work ☒ Exhibit B, General Terms & Conditions ☐ No Exhibit(s).

The terms and conditions of this Agreement, including all attachments and subsequent amendments constitutes the entire and exclusive understanding between the parties. No other understandings, writings, and communications, oral or otherwise regarding the subject matter of this Agreement shall exist to bind the parties. The parties signing below represent they have read and understand this Agreement and have the authority to execute this Agreement. This Agreement shall be binding on DOH only upon signature by DOH.

CONTRACTOR SIGNATURE	DATE
Maria Fernandez Maria Fernandez (Jul 2, 2024 21:53 PDT)	Jul 2, 2024
PRINT OR TYPE NAME Maria Fernandez	TITLE Executive Director
DOH CONTRACTING OFFICER SIGNATURE	DATE
	Jul 8, 2024

GRANT REQUIREMENTS & STATEMENT OF WORK: The Grantee 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, Statement of Work, attached hereto and incorporated herein.

PAYMENT PROVISIONS: 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 **$499.200.00** 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 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. Any work done outside of the period of performance shall be provided at no cost to DOH.

BILLING PROCEDURE: Payment to the Grantee 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.

GRANTEE RESPONSIBILITIES:

A. The Grantee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the Grantee is encouraged to seek the advice and opinion of DOH on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to DOH. The Grantee is responsible for notifying DOH about any significant problems relating to the administrative or financial aspects of the award.

B. The requirements of this award are contained in the Grant Application, the General Terms and Conditions and statement of work unless otherwise specified in the award instrument. Certain applicable Federal standards are incorporated by reference.

C. By acceptance of this award, the Grantee agrees to comply with the applicable Federal requirements and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:

    1. Is consistent with the award terms and conditions;
    2. Represents effective utilization of resources; and
    3. Does not constitute a significant project change.

EXHIBIT A

STATEMENT OF WORK
DOH CONTRACT CBO29930
EMPOWERING LATINA LEADERSHIP AND ACTION (ELLA)

Period of Performance: July 1, 2024 through June 30, 2025

Purpose statement: To advance health equity and environmental justice by addressing barriers for community-based organizations to engage with state agencies and the Environmental Justice Council around activities related to RCW 70A.02.005, or the Healthy Environment for All (HEAL) Act. The Implementation Lead will achieve this through providing guidance and input to:

- state agencies on implementation of the HEAL Act,
- the environmental justice council on implementation of the HEAL Act, and
- the Department of Health on updates to the environmental health disparities map.

Project Period: July 1, 2024 through June 30, 2025

Task/Activity Description	Expected Outcome	Deliverable to DOH	Due Date
Hire staff for EJ activities and state agency coordination	Focus on project to deliver effective continuity and contract compliance	Documentation of two hired staff and their onboarding	July 31, 2024
Increase organization knowledge and understanding of the HEAL Act and principles of EJ	Organizational capacity building and increased confidence in understanding the law and principles behind it	Meeting/training agendas and evaluation tool measuring their increase in knowledge	August 31, 2024
Conduct baseline survey and assessment, and focus group interviews	Understand where our local community member's understanding of environmental justice, the HEAL Act and the Climate Commitment Act	Provide survey and assessment tools with results, meeting agenda and minutes with interview questions and answers for the focus groups. Will target at least 300 surveys and 30 people in focus groups (10 in each city of Sunnyside, Grandview, and Mabton)	September 30, 2024
Increase community knowledge of environmental justice and the HEAL Act	Community member understanding of EJ and HEAL, encouraged confident participation by community	Documented community meetings, listening sessions, and outreach activities and events, meeting minutes, copies of radio informational shows, podcasts, social media and print communications. Bi-annual (2) community meetings/listening session each in the cities of Mabton, Grandview and Sunnyside.	Mid & Final Reports Dec. 31, 2024 June 30, 2025 documentation submitted with reports
Increase community knowledge of specific environmental issues directly affecting them currently	Community member understanding of the health disparities related to asthma, heart disease, obesity and diabetes	Documented community meetings, listening sessions, and outreach activities and events, meeting minutes, copies of radio informational shows, podcasts, social media and print communications.	Mid & Final Reports Dec. 31, 2024 June 30, 2025 documentation submitted with reports

EXHIBIT A

STATEMENT OF WORK
DOH CONTRACT CBO29930
EMPOWERING LATINA LEADERSHIP AND ACTION (ELLA) DBA ASIANS FOR COLLECTIVE LIBERATION IN SPOKANE
Period of Performance July 1, 2024 through June 30, 2025

Task/Activity Description	Expected Outcome	Deliverable to DOH	Due Date
Create a youth advocacy team and create a plan of action based on youth identified environmental justice priorities	Involve youth in the creation of and leading an environmental justice movement in the Lower Yakima Valley	List at least 10 youth advocates, provide meeting agendas, meeting minutes, goals and objectives of the group, plan of action, provide evidence of deliverables, documentation of their involvement with radio, social media, print EJ communications campaigns, and contact with community leaders and public officials	Mid & Final Reports Dec. 31, 2024 June 30, 2025 documentation submitted with reports
Engage community members in developing a plan of action based on their priorities, advocating for a healthier environment, seeking industry and public official accountability for environmental and public health harms	Actively engaged community members who understand the urgency of advocating for accountability of industries creating the most environmental and public health harms	List at least 10 community advocates, provide meeting agendas, meeting minutes, goals and objectives of the group, plan of action, provide evidence of deliverables, documentation of their involvement with radio, social media, print EJ communications campaigns, and contact with community leaders and public officials	Mid & Final Reports Dec. 31, 2024 June 30, 2025 documentation submitted with reports
Engage community in storytelling about their lived experiences with their environment, how its changed over time, how it impacts them now, and what their hopes are for their community. We will create a short film documenting community involvement in environmental justice	Community has the opportunity to feel seen, heard, and validated in their personal lived experiences. Share how they are advancing their efforts towards environmental and climate justice.	Provide reels, short videos, podcast and radio program shows where members are sharing their stories. Culminating into a short film to share with our communities, state agencies, and our public officials	Mid & Final Reports Dec. 31, 2024 June 30, 2025 documentation submitted with reports
Attend scheduled Environmental Justice Council meeting and agency briefings related to specific topic areas	Establish regular communication and active participation with the EJ Council and the Dept of Health, share community feedback about whether this experience for them has been meaningful and impactful, ultimately driving change	Provide documentation of meetings with agendas and minutes	Mid & Final Reports Dec. 31, 2024 June 30, 2025 documentation submitted with reports
Provide clean water to communities dealing with water contamination issues when necessary	Local communities receive the essential resources they need when water quality is compromised by contamination	Provide documentation of water purchases and water distribution events to local communities	July 27, 2024 August 24, 2024 Sept. 21, 2024 October 26, 2024 Nov. 16, 2024

EXHIBIT A

STATEMENT OF WORK
DOH CONTRACT CBO29930
EMPOWERING LATINA LEADERSHIP AND ACTION (ELLA) DBA ASIANS FOR COLLECTIVE LIBERATION IN SPOKANE
Period of Performance July 1, 2024 through June 30, 2025

Task/Activity Description	Expected Outcome	Deliverable to DOH	Due Date
Conduct post survey and assessment, and focus group interviews	Understand what progress was made towards our local community member's, including youth, understanding of environmental justice, the HEAL Act and the Climate Commitment Act	Provide survey and assessment tools with results, meeting agenda and minutes with interview questions and answers for the focus groups. Will target at least 300 surveys and 30 people in focus groups (10 in each city of Sunnyside, Grandview, and Mabton	June 30, 2025

Budget Justification

Budget Category	Total Amount Requested	Brief Justification
Personnel, salaries, and wages 2 FTE	$162,000	Two staff dedicated to implementing project activities and deliverables. Includes 35% benefits cost.
Sub-grants	$0	
Supplies: Print materials Office supplies Stipends Per diems Water Supplies	 $10,000 $5,000 $36,000 $20,000 $15,000	Include per diems for community events, workshops, classes, focus groups. Stipends for 600 pre and post survey ($50) and 60 focus group participants ($100) Community events and activities Water during poor water quality months
In-state travel (if applicable)	$18,000	Travel between cities for community meetings, travel to meet with state agency reps, and community leaders, public officials, consultants
Administrative costs at 20%	$83,200	
Other Expenses: Videographer Survey/Assessment Consultant Marketing Consultant Stipends for student advocates Stipends for adult advocates Childcare Advertising and Promotion	 $25,000 $20,000 $20,000 $25,000 $35,000 $5,000 $20,000	 Create short film from short stories, reels Create scientific tool to measure progress Print material, social media, radio $250 per month X 10 youth X 10 months $350 per month X 10 adults X 10 months Community events need childcare Market community EJ effort
Total Amount Requested	**$499,200.00**	

GENERAL TERMS & CONDITIONS
DOH CONTACT CBO29930

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. Only the Contracting Officer or his/her delegate shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this agreement is effective or binding unless made in writing and signed by authorized parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35: The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

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.

CHANGE IN STATUS: In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify DOH of the change. Grantee shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and State laws and administrative rules governing confidentiality. Specifically, the Grantee agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Grantee shall immediately notify the DOH Chief Information Security Officer (security@doh.wa.gov). For the purposes of this Agreement, “immediately “shall mean within one business day.

The Grantee will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Grantee agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Grantee, its officers, directors, employees, Subgrantees or agents.

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

B. Subsequent Disclosure

The Grantee will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Grantee agrees to notify and discuss with the DOH Chief Information Security Officer requests for all information that are part of this Agreement, prior to disclosing the information. The Grantee further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

DEBARMENT: The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.

DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved, either party may submit a request for non-binding mediation to the other party through the DOH Contracts Unit and the DOH Contracts Unit will notify the other party of the request for non-binding mediation. DOH Contracts will act as the initial coordination point and manage the non-binding mediation communication to and from the parties.

Each party agrees that the DOH will identify three mediators who are neutral to both parties. Each party agrees that Contractor will identify one of the three mediators to engage in this process. Each party agrees that it will be responsible for one-half (1/2) the cost of the mediator. Each party agrees that the non-binding mediation will occur at a time and place convenient to all parties, including the mediator and that preference is for the mediation to occur in Olympia or Tumwater, Washington. Each party agrees the mediation is non-binding.

A party's request for a non-binding mediation must:

- Be in writing,
- clearly state the disputed issues,
- state the relative positions of the parties, state the Contractor's name, address, and his/her contact number, the DOH Program Contract Manager.
- be mailed to ATTN: DOH Contracts and Procurement Director, P.O. Box 47905, Olympia, WA 98504-7905 within 30 day (30) calendar days after the party could have reasonably be expected to have knowledge of the issue which he/she now disputes, or
- be emailed to DOHCON.MGMT@DOH.WA.GOV with the subject line clearly displaying the contract number and the word "DISPUTE."

The non-binding mediation process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. Both parties have a duty and responsibility to timely pursue and engage in non-binding mediation. However, the requesting party may pursue judicial or quasi-judicial action prior to the completion of non-binding mediation if the subject party unnecessarily delays or intentionally frustrates the mediation process.

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. Standard/General Terms and Conditions (Exhibit B)
    3. Statement of Work (Exhibit A)

HOLD HARMLESS: The Grantee shall defend, protect and hold harmless the State of Washington, DOH, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Grantee or subgrantee, or agents of either, while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

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.

INDUSTRIAL INSURANCE COVERAGE: The Grantee shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this agreement, the Grantee shall provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this agreement. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the Grantee the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by DOH under this agreement, and transmit the deducted

amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

NONDISCRIMINATION –

A. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

B. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, DOH may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DOH receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DOH shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DOH for default under this provision.

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.

RIGHT OF INSPECTION: The Grantee shall provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement. The Grantee shall make available information necessary for DOH to comply with the client's right to access, amend, and receive an accounting of disclosures of their confidential information according State and Federal law. The Grantee's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of confidential information obtained or used as a result of this agreement shall be made available to DOH and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAVINGS: In the event 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 terminate the Grant under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

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.

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

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants.

GENERAL TERMS & CONDITIONS
DOH CONTACT CBO29930

SURVIVABILITY: The terms and conditions contained in this agreement, will survive the completion, cancellation, termination, or expiration of the agreement.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event 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 Grantee to suspend performance as an alternative to termination. DOH may elect to give written notice to the Grantee 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 the Grantee's representative. The Grantee 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 the Grantee written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Grantee 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 Grantee 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 Grantee 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.

TAXES: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

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.

CBO29930-0_ELLA

Final Audit Report 2024-07-08

Created:	2024-07-03
By:	WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApcTiwhla7eoPZRjdQub7upSAjVhufiKU

"CBO29930-0_ELLA" History

Document created by WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov)
2024-07-03 - 3:08:21 AM GMT- IP address: 31 IT Security

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2024-07-03 - 3:09:10 AM GMT

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Signer maria@weareella.org entered name at signing as Maria Fernandez
2024-07-03 - 4:53:56 AM GMT- IP address: 31 IT

Document e-signed by Maria Fernandez (maria@weareella.org)
Signature Date: 2024-07-03 - 4:53:58 AM GMT - Time Source: server- IP address: 31 IT Security

Document emailed to WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov) for signature
2024-07-03 - 4:54:00 AM GMT

Email viewed by WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov)
2024-07-03 - 1:40:02 PM GMT- IP address: 31 IT Security

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Signature Date: 2024-07-08 - 3:54:07 PM GMT - Time Source: server- IP address: 31 IT Security

Agreement completed.
2024-07-08 - 3:54:07 PM GMT

Redaction Date: 3/20/2026 6:42:17 AM

Redaction Log

Total Number of Redactions in Document: 6

Redaction Reasons by Page

Page	Reason	Description	Occurrences
14	31 IT Security	RCW 42.56.420(4): Security -- Security of computer and information regarding the public and private infrastructure of telecommunication networks where release increases risks to the confidentiality integrity or availability of agency security information technology infrastructure or assets is exempt from public inspection and copying. Includes: security passwords, security access codes and programs, access codes for secure software applications, security and service recovery plans, security risk assessments, and security test results to the extent that they identify specific system vulnerabilities, and other such information the release of which may increase risk to the confidentiality, integrity, or availability of security, information technology infrastructure, or assets.	6