

# Request for Funding Application (RFA) for School-Based Behavioral Health Peer Support Services



## Improving Behavioral Health Care Access for Children and Adolescents in Washington

### Application Title:

School-Based Behavioral Health Peer Support Services Grant

### Anticipated Funding:

Three (3) grants of up to \$65,000 each for projects that increase access to and quality of behavioral health care and services in schools through peer support service models.

### Project Year: July 1, 2024 - June 30, 2025

Grant awards will be for 12 months. Grantees may receive additional funding in the July 2025 through June 2026 grant cycle based on meeting grant deliverables and the availability of state funding.

### RFA Schedule and Timeline:

This schedule is subject to change at the discretion of the Washington State Department of Health (DOH). DOH must receive all required documents by the due dates and times specified.

<b>RFA Release Date</b>	December 15, 2023
<b>Application Due Date</b>	February 16, 2024, 11:59 PM PST
<b>Notification of Contract Awards</b>	March 29, 2024
<b>Anticipated Contract Start Date</b>	July 1, 2024
<b>Application Link</b>	<a href="https://redcap.link/BH-RFA-2024">https://redcap.link/BH-RFA-2024</a>
<b>Email Questions to</b>	<a href="mailto:AdolescentHealthUnit@doh.wa.gov">AdolescentHealthUnit@doh.wa.gov</a>

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## Purpose:

The Washington State Department of Health (DOH) is committed to reducing health disparities and improving access to health care services for youth and their families. As part of our commitment to reduce racial, ethnic, economic, and geographic disparities, the School-Based Behavioral Health Peer Support Services grant funds will help increase access to behavioral health care services for children and adolescents from communities that have been and continue to be medically underserved in Washington state.

Specifically, the DOH School Based Health Center (SBHC) program is funding grants that support school-based behavioral health peer support service projects.

## What are Peer Support Services?

Peer Support Services (PSS) are specialized therapeutic interactions done by those with lived experience of having received mental and behavioral health services. These individuals are trained and certified to offer support and assistance to others in their recovery and community-integration process. Peer support includes one-to-one and group setting conversations between people who share similar lived experiences of being diagnosed with mental health conditions, substance use disorders, or both. You can find more information on the PSS model through these resources:

- [Youth and Young Adult Peer Support](#) (Mental Health America)
- [Peer Group Infographic](#) (Substance Abuse and Mental Health Services Administration)

## Background:

Children, youth, and young adults in Washington are at high risk for challenging behavioral health outcomes and experiences, including risk-taking behaviors. These mental health challenges can also affect school performance.

To support the recommendations outlined in [DOH's 2023 Adolescent Mental Health Report](#) culturally responsive and equity-focused resources and services are essential to make sure all Washington youth receive equitable and relevant behavioral health care.

In 2022, DOH's Youth Advisory Council (YAC) noted that mental and behavioral health needs are important for young people in their schools and communities. They noted that teens and young adults want to be able to do more to support themselves and their peers. The YAC recommended that health systems, like DOH provide support and funding for peer-to-peer support and spaces for teens and young adults with mental and behavioral health needs, and that those opportunities be provided in places where young people spend their time – like school settings.

## Who can Apply?

Community based organizations, schools, and SBHC's can submit project proposals for funds to implement peer support service projects. Find a complete list of eligible organizations in the [Application Checklist section of this RFA](#).

To recognize government-to-government relationships, and the moral and legal responsibility to honor Indian Nations, Tribal and Indigenous communities, and representative organizations are strongly encouraged to apply. We will provide additional technical assistance and support for behavioral health projects to help improve mental health in Tribal schools or other educational institutions.

## School-Based Behavioral Health Peer Support Services Grant Overview:

Grant recipients will use their funding to carry out peer support service projects in schools that serve a community or group that is historically underserved.

Eligible organizations must submit a project proposal and grant application that meets the grant

purpose and all grant requirements.

This grant intends to fund peer support projects that will:

- Increase access to and quality of behavioral health care and services in Washington.
- Improve the mental and behavioral health and educational outcomes of children and youth in Washington.
- Contribute to efforts to advance health equity across the state and prioritize serving, engaging, and supporting communities that are historically underserved, including Tribal and Urban Indian communities.

## Responding to a Community Need

DOH centers equity and social justice in all public health activities. As such, all grantees are expected to do the same. In alignment with [RCW 43.70.825](#), all proposed projects must be delivered in schools or school districts serving a high percentage of students (60% or more) from *communities that have been and continue to be underserved*.

Our definition of historically underserved aligns with the Office of Superintendent of Public Instruction's (OSPI) definition of Students Furthest from Educational Justice. The selection committee is open to reviewing data that may lead to expanded definitions. Examples of historically underserved may include any combination of:

- Students who identify as Black, Indigenous, or Persons of Color (BIPOC).
- Students with disabilities.
- Students receiving English Learner services.
- Students who are immigrants.
- Students experiencing homelessness.
- Students with experience in foster care, with Child Protective Services, or both.
- Students with experience in juvenile justice system, before or after graduation.
- Students who identify as Two Spirit - LGBTQIA+.
- Students receiving free or reduced-price lunch, students living at or below the [Federal Poverty Level, or both](#).
- Students receiving special education services.
- Students living in areas with low access to health care services, including health professional shortage areas, medically underserved areas, areas with long wait lists for health care services, and areas that are geographically isolated from health care services for young people.

## Funding Priority Characteristics

We will **prioritize** applicants that meet all grant requirements outlined in [Table 2](#) of this RFA, and 1 or more of the following:

- Tribal-led or have a Tribal or Indigenous partnership, or both. You can include a Letter of Support or list them as co-applicants on the same application.
- Projects that serve the highest proportion of BIPOC and LGBTQIA2S+ students. You can include a Letter of Support or list the co-applicants on the same application.

## Grant Activities

- Grant recipients will complete peer support service projects.
- Projects should have experience, ability, or both to be welcoming, considerate, inclusive, and culturally relevant to all students in school community, and particularly for students who are Black, Indigenous, or People of Color (BIPOC), or members of the LGBTQIA2S+ community.

Recipients must complete their proposed and required activities for this grant. The table below outlines required grant activities, allowable grant activities and costs for unique projects, and examples of projects that grant funds may be used for.

<b>Table 1: Behavioral Health Peer Support Services Grant Activities</b>	
<b>Required grant activities</b>	<ul style="list-style-type: none"> <li>• Peer support groups or activities for students with mental and behavioral health needs, and which are advised by qualified behavioral health professionals. Projects should have experience and ability to serve students from all types of backgrounds with a focus on students from underserved groups like BIPOC and LGBTQIA2S+.</li> <li>• Finalize and implement your grant project workplan.</li> <li>• Develop or refine a strategy on how the school will prioritize health equity and ensure behavioral healthcare access for students.</li> <li>• Participate in monthly contract meetings with DOH.</li> <li>• Participate in trainings and technical assistance.</li> <li>• Develop an evaluation plan with DOH epidemiologist.</li> </ul>
<b>Allowable grant activities and costs for unique grant projects</b>	<ul style="list-style-type: none"> <li>• Community or youth engagement activities, including providing food and stipends for participants.</li> <li>• Training students and school staff about behavioral health conditions, care, services, or treatments.</li> <li>• Peer support services training for identified students.</li> <li>• Marketing for behavioral health peer support services.</li> <li>• Additional or specialized behavioral health staff, including peer support staff, substance abuse professionals to support student needs.               <ul style="list-style-type: none"> <li>○ If you're hiring staff or personnel, your proposal should include a sustainability plan for after the end of the grant period.</li> </ul> </li> <li>• Partner or contract with a local organization or agency to provide peer support services in school settings.</li> <li>• Training for school staff and students to develop knowledge, expertise, awareness and skills. Example: Mental Health First Aid or suicide prevention trainings and plans for recognizing signs, screening, and response.</li> <li>• Training school staff on health equity, stigma and bias and their impact on behavioral health care.</li> <li>• Other professional development for peer support (continuing education credits, clinical supervision, behavioral health focused conferences).</li> <li>• Group counseling for students.</li> </ul>

## Eligibility and Grant Requirements

Applicants must meet all eligibility requirements outlined in [Table 2](#).

Table 2: Behavioral Health Peer Support Services Grant Requirements	
Eligibility requirements	<ul style="list-style-type: none"> <li>• In possession of a current license in good standing to do business in Washington state, or an equivalent as applicable.</li> <li>• Has the ability to manage funds, staff, and operations for peer support services and collect optional data to share with the Washington State Department of Health to meet reporting requirements.</li> <li>• Have agreements in place with the school and school district where the grant activity will take place. The <b>school</b> must be a public school (including charter schools, and locally or federally operated Tribal schools) serving students between kindergarten and 12<sup>th</sup> grade in Washington state.</li> <li>• Has the infrastructure and capacity to complete all grant activities required for your unique project as well as those outlined in <a href="#">Table 1</a>.</li> </ul>
Eligible Applicants	<ul style="list-style-type: none"> <li>• A public school, school district, and/or Educational Service District (including charter schools, locally or federally operated Tribal schools, and juvenile justice centers) serving students between kindergarten and 12th grade in Washington state.</li> <li>• A community-based nonprofit organization, including Tribal programs, representing the community to be served by the grant project, and which has a license to do business in the State of Washington</li> <li>• A health care organization sponsoring a School-Based Health Center in Washington State.</li> </ul>

## Funding Terms and Conditions

The following requirements and limitations apply to all grant applicants:

- The applicant will act as the fiscal agent, meaning the applicant is responsible for managing the finances and operations of the project.
- All grant awards will be formalized as deliverable-based contracts subject to the Washington State Department of Health terms and conditions outlined in [Appendix A](#) of this RFA. Recipients will receive award funds upon completion of deliverables outlined in the contract. The schedule of deliverables and payment is flexible.
- Grant awards after 1 grant cycle of funding are not guaranteed.
- Grantees **may** have the option to renew contracts for additional funding and a 12-24-month contract period based on performance (meeting grant deliverables) and availability of state funding.

## Important Information About Timelines and Updates

- All Request for Funding Application activities and timelines are estimated due dates. The terms and dates listed in this RFA are subject to change at the sole discretion of DOH. DOH

reserves the right to amend the schedule at any time and for any reason.

- We will post any changes or updates on the [Behavioral Health SBHC WA Portal webpage](#).
- Applicants are responsible for downloading any amendments from the webpage. DOH is not responsible for any misplaced or misdirected documentation.
- All awards will be subject to DOH contracting terms and conditions (see [Appendix A](#)).

## How do I apply for a grant?

Complete the [application](#) and upload all supporting documents, by 11:59 PM Pacific Standard Time on February 16, 2024. [Application checklist is available on pages 14-15 of this RFA.](#)

Applicant requirements for School-Based Behavioral Health Peer Support Services grant:

1. Complete an [online application](#) and include:
  - a. Grant project purpose, project activities, and required grant activities ([Table 1](#)) to implement a peer support services project. Describe all required grant activities and identify specific activities you will need to carry out your unique project. You may use the project workplan template, word and excel versions are available. You may use whichever format you prefer.
  - b. Project budget, including a budget narrative and an itemized budget, for the 12-month grant period. The budget documents should align with the project narrative or proposal and the workplan.
  - c. Ability and capacity to carry out the project and meet the eligibility requirements outlined in [Table 2](#).
  - d. Use stories and data to show community need and how your project will meet the community's unique needs.
  - e. Use stories and required letters of support to demonstrate the community's support for your project.
  - f. Complete and submit the following required attachments with your application:
    - i. Project workplan ([Word](#) or [Excel](#) document)
    - ii. [Budget narrative](#) (Word document)
    - iii. [Itemized budget workbook](#) (Excel file)
    - iv. Required letter(s) of support (or alternative documentation) from school staff and administration ([sample school letter of support](#))
    - v. Required letter(s) of support from organizations or entities that represent the community or population the school serves ([sample community support letter](#))
    - vi. **Application attachment templates:** Use the templates in this RFA to ensure you meet all grant requirements. We have provided templates for the project workplan, budget narrative, and itemized budget workbook. If you cannot use the given templates, the selection committee will consider alternative formats, but they must include all requested information. We can also provide templates for the letters of support if needed.

## Demonstrating Community Need

Your project must demonstrate the Behavioral Health peer support services project will serve at least



60% or more students that come from a community that has been historically underserved. We have provided the [definition on page 3 of this RFA](#). Meeting this requirement does not guarantee funding.

Please include clear evidence, including data and stories, describing the identified community or population(s) that has been historically underserved, how it meets the definition of historically underserved and the 60% proportion requirement, and a description of the applicant's experience or expertise serving that community or population(s). You can also include any relevant data or information to demonstrate the behavioral health need of your identified community or population(s).

Examples of publicly available data sources:

- [Healthy Youth Survey](#) or [COVID-19 Student Survey](#) (contact your school's survey coordinator or HYS representative at OSPI).
- [Washington State Report Card \(OSPI\)](#) – contains data on student demographics, and student population characteristics, including homelessness, disability, Section 504, English as a Second Language, foster care.
- [Child Nutrition Eligibility for Free and Reduced-Price Meals](#) (OSPI)
- [Medically Underserved Areas and Populations Map](#) (DOH)
- [Washington Tracking Network](#) (DOH)
- [Child Opportunity Map](#) (Diversity Data Kids)

The following are examples of student population data descriptions. Qualification for the grant does not guarantee an award.

- High School A serves 60% of students who are low-income. High School A is **qualified** based on serving a high proportion of youth that are historically underserved.
- High School B serves 50% of students who are low-income and is in a rural, medically underserved area (100% of students). High School B is **qualified for the grant**.
- High School C serves 90% students who identify as BIPOC, 10% students who come from immigrant families, and 25% students who receive English Language Learner services. High School C is **qualified**.
- High School D serves 40% students who identify as BIPOC, 45% students receiving free or reduced-price lunch, and estimates 10% students who identify as LGBTQ+ from the Healthy Youth Survey. Taken together, this description **qualifies** High School D.
- High School E serves 20% of students who identify as BIPOC and 10% students receiving free or reduced-price lunch. Taken together, this **does not qualify** High School E as serving a high proportion of historically underserved youth.

## Demonstrating Community Support and the Value of Relationships

Your grant application must demonstrate an established supportive community relationship. Please include the following:

- A letter of support from the school administration and supporting school staff members.
- At least 2 letters of support from community organizations or members that represent the community or population that your grant activities will serve. Examples include, Non-profit organizations, School Boards, PTA, student groups.



If you're not able to provide letters of support, please let us know why. We can conduct phone interviews or reference checks to support your application.

**Public Records/Freedom of Information Act Disclaimer:** *Information shared with us as part of this application or participation in DOH School-Based Health Center Program activities is subject to state and federal public disclosure laws and will not be anonymous. Please mark any information on your application that you would like to be kept confidential. For questions or more information, contact the Department of Health at [adolescenthealthunit@doh.wa.gov](mailto:adolescenthealthunit@doh.wa.gov).*

## Application Scoring

Selected panel of DOH staff, partners, and community members will review and score the applications. We will select applications that have a high score, meet priority characteristics, and expand access to behavioral health peer support services. Incomplete applications or ones that do not meet eligibility or grant requirements will not be scored.

The example scoring criteria below outlines all application sections and how they will be scored:

Category	Points
<b>Eligibility</b> The applicant met all grant eligibility and requirements for their selected grant type.	5 points; 4 points required to be "eligible" for full review
<b>Applicant Profile</b> All requested information, including the organization name, contact information, and name of school and/or school district.	Up to 5 points
<b>Project Proposal</b> <ul style="list-style-type: none"> <li>Proposed peer support services project, its purpose, and linked it to behavioral health services and needs.</li> <li>A description of the organization's infrastructure and capacity to complete the work described in the project and the required <a href="#">grant activities</a>. The ideal applicant will describe a clear, well-reasoned, realistic, and innovative plan.</li> </ul>	Up to 20 points
<b>Behavioral Health Services and Student Support</b> <ul style="list-style-type: none"> <li>Describes how the peer support services project will respond to the needs of the young people and the community.</li> <li>A plan for responding and coordinating care for students who need additional behavioral health support. The ideal applicant will have a culturally responsive, strengths-based, and actionable plan.</li> </ul>	Up to 25 points
<b>Community Need</b> <ul style="list-style-type: none"> <li>Using data and stories to describe the community or population(s) of focus, and how they meet the definition of historically underserved.</li> </ul>	Up to 35 points

Category	Points
<ul style="list-style-type: none"> <li>Identified behavioral health gap(s) and need(s) in the school and describe how the proposed peer support services project will address the identified need(s). The ideal applicant will demonstrate thoughtful research into their community and present a realistic plan for addressing a need or service gap.</li> </ul>	
<p><b>Community Support</b></p> <p>The applicant described their experience or ability to serve the identified community or population(s). If applicable, they also described how they consulted and collaborated with the school, school district, and/or community to inform their project proposal. The ideal applicant will demonstrate they have established relationships and support with these key groups.</p>	Up to 35 points
<p><b>Project Workplan</b></p> <p>A completed and attached project workplan. The workplan includes all proposed activities for the peer support services grant project, including project milestones, lead staff, activity descriptions and implementation. It aligns with the proposed project narrative, budget, and grant requirements.</p>	Up to 20 points
<p><b>Project Budget</b></p> <p>Completed and attached an itemized budget workbook and budget narrative. The total requested amount meets the grant funding, and the total budget seems reasonable and adequate for the proposed project. The budget aligns with the project narrative and the workplan.</p>	Up to 25 points
<p><b>Demonstrated Support</b></p> <p>The applicant included a letter or statement of support or comparable documentation from the school administration and supporting staff members, e.g., school district administration, school nurse, school social worker/counselor, and at least two community members or organizations representing the applicant’s community or population(s) of focus.</p>	Up to 30 points
<p><b>Additional Application Characteristics</b></p> <p>Applications that meet and demonstrate priority characteristics will receive additional points. These include:</p> <ul style="list-style-type: none"> <li>Tribal-led or have a Tribal or Indigenous partnership, or both.</li> <li>Projects that serve the highest proportion of BIPOC and LGBTQIA2S+ students</li> </ul>	Up to 15 additional points
<p><b>Total Points:</b></p>	200 points

## Notice of Award and Process for Challenging a Decision

We will send a notification to the email address you listed on your application by March 29 2024. The notification will include:

- If your application was accepted or rejected.
- Your allocated level of funding.
- If you would like to challenge a decision, please contact us within 3 business days of receiving the notification at [AdolescentHealthUnit@doh.wa.gov](mailto:AdolescentHealthUnit@doh.wa.gov). We will consider challenges if the scoring process was unfair or flawed or if you didn't understand the RFA requirements. Please explain why you're challenging the decision and suggest a solution. Please let us know if you'd like feedback or summaries of selected applicants, and we will schedule a debrief.

## Grant Support

DOH will provide an informational video describing this grant opportunity and the application process on the [Behavioral Health SBHC WA Portal webpage](#) by January 5, 2024.

Please send your questions about the RFA or application to [AdolescentHealthUnit@doh.wa.gov](mailto:AdolescentHealthUnit@doh.wa.gov) by Friday at 5:00 PM. We will post answers to frequently asked questions on the [Behavioral Health SBHC WA Portal webpage](#) the following Tuesday.

# Application Checklist: School-Based Behavioral Health Peer Support Services

## Eligibility

- The applying organization is a public school, school district, or Educational Service District (including charter schools, locally or federally operated Tribal schools, and juvenile justice centers) serving students between kindergarten and 12<sup>th</sup> grade in Washington state. They can also be a community-based nonprofit organization, including Tribal programs, representing the community, or a health care agency sponsoring a School-Based Health Center who the project will serve.
- If applicable, the applying organization has a license to do business in the State of Washington or an equivalent.
- The applying organization has the ability to manage funds, staff, and operations for the peer support project.
- The applying organization has the infrastructure and capacity to complete all required grant activities ([Table 1](#)) and activities for your unique project.
- If applicable, the applying organization has agreements (such as a Memorandum of Agreement, Memorandum of Understanding, or Tribal Resolution, etc.) in place with and support of the school and school district where the behavioral health project will occur.

## Requirements

- The proposed project will be delivered in a school or school district serving a high proportion (60% or higher) of students who come from a [community or population that has been historically underserved](#).

## Application Materials

Please submit the following no later than 11:59 PM (Pacific Time) on February 16, 2024:

- Complete online application.
- Copies of Letters of Support, Memorandums of Understanding (MOUs), Tribal Resolutions, or Tribal Letters of Support from (these are required for all applications):
  - School administration and supporting staff e.g., school district administration, school social worker, counselor, or school nurse.
  - 2 community members or representative groups demonstrating support from the community the behavioral health project will serve.
- Budget narrative and itemized budget for the July 1, 2024 - June 30, 2025, grant period. Please use the template provided in the online application and include funds from this RFA and other funding sources. Budget documentation should align with your project narrative and the project workplan.
- Use the template to create a project workplan that outlines specific activities for your unique project. The project workplan should align with the project narrative in your application and the budget documentation.

## Appendix A: Grant Award Terms and Conditions

If your application is selected, below are the terms and conditions for a grant award.

**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 the Statement of Work.

**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 **funds outlined in the final contract statement of work and budget**. 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.
  3. Does not constitute a significant project change.

**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](mailto: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 the Agency harmless 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 the 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 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 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, the Contractor's name, address, and his/her contact number, and the DOH Program Contract Manager.
- be mailed to ATTN: DOH Contracts and Procurement Director, P.O. Box 47905, Olympia, WA 98504-7905 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes, or
- be emailed to [DOHCON.MGMT@DOH.WA.GOV](mailto: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 pursue and engage in non-binding mediation in a timely manner. 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. Special Terms and Conditions (Exhibit C if used)
  - 2. Primary document (document that includes the signature page)
  - 3. Standard/General Terms and Conditions (Exhibit B)
  - 4. Statement of Work (Exhibit A)
  - 5. Contractor Vaccination Certification (Exhibit D)

**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 & 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:** During the performance of this agreement, the Grantee shall comply with all federal and state nondiscrimination laws, regulations and policies.

**NONDISCRIMINATION LAWS NONCOMPLIANCE:** In the event of the Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with DOH. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**RECORDS MAINTENANCE:** The parties to this agreement shall each maintain books, records, documents, and other evidence that 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 or 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, 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 to 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 because 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, change, or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services by:
  - 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 antivirus strategies that assure all systems are running the most current antivirus 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.

**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 the 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 that 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.

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.