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

**INTERAGENCY AGREEMENT**  
**Between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
**And**

**THIS AGREEMENT** is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and \_\_\_\_\_, hereinafter referred to as Tribe.

**PURPOSE:**

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK AND BUDGET:** In performing work pursuant to this contract, the Tribe may develop and operate programs and deliver goods, services, an/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the Indian Nation's tribe or other tribes, in accordance with tribal laws and policies.

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

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

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

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

Information about your organization and this Agreement will be made available on [www.USASpending.gov](https://www.USASpending.gov) by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

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

Source of Funds:

Federal:

State:

Other:

TOTAL:

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

**BILLING PROCEDURE: Invoices:** Tribe shall submit correct invoices to the DOH Project Manager for all amounts to be paid by DOH under this Agreement. All invoices submitted must meet with the approval of the Project Manager or his/her designee prior to payment, which approval shall not be unreasonably withheld. Tribe shall only submit invoices for services or deliverables as permitted by this section of the Agreement. DOH will return incorrect or incomplete invoices to the Tribe for correction and reissue. The Contract Number and order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement. All payments to Tribe shall be remitted by mail. Invoices must provide detailed information as requested by the DOH, if any.

Payment to the Tribe for approved and completed work will be made by warrant within 30 days of receipt of the properly executed 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. Belated claims shall be paid at the discretion of DOH and are contingent upon the availability of funds.

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

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

#### **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION:**

The use or disclosure by any party, 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 statutes and regulations governing confidentiality. Each party to this contract will assure that the minimum necessary staff will have access to information exempt from public disclosure, and such staff will access and use only the information necessary to comply with the terms and conditions of this agreement.

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

The Contract Manager for DOH is:

Name: \_\_\_\_\_  
Office: \_\_\_\_\_  
Agency: Department of Health  
Address: PO Box 4  
City, State, Zip: Olympia, WA 98504-  
Phone: (      )

The Contract Manager for the Tribe is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City State Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

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

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

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

**INDEMNIFICATION:** To the fullest extent permitted by law, the Tribe shall indemnify, defend, and hold harmless the State of Washington, DOH, and all officials and employees of the State, from and against all claims for injuries and death arising out of or resulting from the performance of the contract. The obligation to indemnify, defend and hold harmless by the Tribe includes any claim by the Tribe agents, employees, representatives, or any subcontractor or its employees.

The Tribe expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Tribe or any subcontractor's performance or failure to perform the contract. Tribe shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Tribe.

To the extent permitted by law, DOH shall be responsible for and shall indemnify and hold the TRIBE, its agents, contractors, subcontractors, employees, and officers harmless from all liability resulting from the acts or omissions of DOH and its officers and employees.

**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.

**NON-WAIVER OF SOVEREIGN IMMUNITY:** By contracting with the DOH neither party waives any rights, including treaty rights, immunities, including sovereign immunities, or jurisdiction. Neither does this agreement diminish any rights nor protections afforded either party under State or Federal law.

#### **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.

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

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

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

**RECORDS MAINTENANCE:** The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

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

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

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Security Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.

- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
  - Documented access authorization and change control procedures;
  - Card key systems that restrict, monitor and log access;
  - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
  - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
  - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
  - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
  - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
  - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
  - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
  - Firewall rules and network address translation that isolate database servers from web servers and public networks;
  - Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
  - Log management and intrusion detection/prevention systems;
  - A documented and tested incident response plan

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF,** the parties have executed this Agreement.

|                                   |       |
|-----------------------------------|-------|
| CONTRACTOR SIGNATURE              | DATE  |
| PRINT OR TYPE NAME                | TITLE |
| DOH CONTRACTING OFFICER SIGNATURE | DATE  |

**This Agreement has been approved as to form by the Attorney General.**



STATEMENT OF WORK  
DOH Contract XXXXX