

	<b>INTERAGENCY AGREEMENT</b> <b>for</b> <b>BH Model Programs &amp; Currulula</b>	HCA Contract Number: K5282
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**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Harborview Medical Center, Behavioral Health Institute, (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Harborview Medical Center, Behavioral Health Institute		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b>		
<b>CONTRACTOR ADDRESS   Street</b> 325 Ninth Avenue	<b>City</b> Seattle	<b>State</b> WA	<b>Zip Code</b> 98104-2420	
<b>CONTRACTOR CONTRACT MANAGER</b> Melody McKee	<b>CONTRACTOR TELEPHONE</b> (206) 744-9172	<b>CONTRACTOR E-MAIL ADDRESS</b> <a href="mailto:melmckee@uw.edu">melmckee@uw.edu</a>		

<b>HCA PROGRAM</b> Behavioral Health Programs	<b>HCA DIVISION/SECTION</b> Division of Behavioral Health and Recovery
<b>HCA CONTRACT MANAGER NAME AND TITLE</b> Steve Perry, Behavioral Health Workforce Manager	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-2691	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> <a href="mailto:steve.perry@hca.wa.gov">steve.perry@hca.wa.gov</a>

<b>CONTRACT START DATE</b> July 1, 2021	<b>CONTRACT END DATE</b> June 30, 2023	<b>TOTAL MAXIMUM CONTRACT</b> \$1,800,000.
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**PURPOSE OF CONTRACT:**

Develop and disseminate model programs and curricula to address the treatment needs of individuals with substance use disorders and co-occurring disorders.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

<b>CONTRACTOR SIGNATURE</b> <small>DocuSigned by:</small>  <small>2C5C4FARB8134B0</small>	<b>PRINTED NAME AND TITLE</b> Sommer Kleweno-Walley Interim Chief Executive Officer	<b>DATE</b> 7/20/2021
<b>HCA SIGNATURE</b> <small>DocuSigned by:</small>  <small>4F259FCAF702456...</small>	<b>PRINTED NAME AND TITLE</b> Annette Schuffenhauer Chief Legal Officer	<b>DATE</b> 7/7/2021

## 1. DEFINITIONS

**“Authorized Representative”** means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

**“Confidential Information”** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

**“Contract”** or **“Agreement”** means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

**“Contractor”** means Harborview Medical Center, Behavioral Health Institute, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

**“Data”** means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

**“Health Care Authority”** or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**“Services”** means all work performed or provided by Contractor pursuant to this Contract.

**“Statement of Work”** or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

**“Subcontractor”** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

## 2. STATEMENT OF WORK

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Schedule A, *Statement of Work*.

## 3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on **July 1, 2021**, and be completed on **June 30, 2023**, unless terminated sooner or extended upon written agreement between the parties.

## 4. 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 determined that the cost of accomplishing the work herein will not exceed **\$1,800,000**. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be as set forth in Schedule A, *Statement of Work*, Section 2, *Performance and Payment*.

## 5. BILLING PROCEDURE

Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: [acctspay@hca.wa.gov](mailto:acctspay@hca.wa.gov) with a copy to [steve.perry@hca.wa.gov](mailto:steve.perry@hca.wa.gov). Include the HCA Contract number followed by the month the invoice is submitted in the subject line of the email.

Invoices must be accompanied by a report describing and documenting to HCA's satisfaction a description of the work performed, the progress of the project, and deliverables achieved within the period of performance. All invoices will be reviewed and must be approved by the HCA Contract Manager or designee prior to payment.

Contractor must submit properly itemized invoices to include the following information, as applicable:

- a. HCA Contract number K5282;
- b. Contractor name, address, phone number;
- c. Description of Services;
- d. Date(s) of delivery;
- e. Net invoice price for each item;
- f. Total invoice price; and

Contractor will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.

Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

## **6. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

## **7. SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

## **8. 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 will not be unreasonably withheld.

## **9. CONTRACT MANAGEMENT**

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

## **10. DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **11. DISPUTES**

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will 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.

## 12. 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 will 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 will be resolved by giving precedence in the following order:

- 12.1. Applicable state and federal statutes and rules;
- 12.2. Schedule A, Statement of Work; and
- 12.3. Any other provisions of the agreement, including materials incorporated by reference.

## 13. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement will not be considered for any purpose to be employees or agents of the other party.

## 14. RECORDS MAINTENANCE

The parties to this Agreement will 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 will 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 will 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 use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## 15. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by **HCA**. Data will 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.

## 16. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

## 17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will 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.

## 18. FUNDING AVAILABILITY

**HCA's** ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, **HCA**, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. **HCA** may also elect to suspend performance of the Agreement until **HCA** determines the funding insufficiency is resolved. **HCA** may exercise any of these options with no notification restrictions.

## 19. 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 will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## 20. 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 failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## 21. WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will 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.

## **22. 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 will be deemed to exist or to bind any of the parties hereto.

## **23. SURVIVORSHIP**

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

### **Schedules**

Schedule A: Statement of Work (SOW) Behavioral Health Institute Project Services

## **SCHEDULE A**

### **Statement of Work**

#### **Behavioral Health Institute Project**

#### **Model programs, Training & Technical Assistance**

### **BACKGROUND**

The 67<sup>th</sup> legislature acknowledged the growing need for accessible, effective, and cost-efficient behavioral health services by making significant investments in programs, services, and the workforce. ESSB 5092 appropriated \$1,800,000. to contract on a one-time basis with the University of Washington, Harborview Medical Center, Behavioral Health Institute to continue to enhance its efforts related to training, workforce, and policy innovation.

### **PURPOSE**

Through this contract, the Contractor will develop and disseminate model programs and curricula to address the treatment needs of individuals with substance use disorders and co-occurring disorders; provide training, technical assistance and consultation in order to improve the delivery of evidence-based and promising practices services; provide continued access to telehealth training and support, including digital health more broadly; evaluate behavioral health inequities and create a Center of Excellence; develop a learning management system to support access to training for publicly funded behavioral health providers across a range of topics; train and provide assistance to law enforcement and correction agencies; and build on the annual diversity, equity and social justice conference. To accomplish this scope of work, the Contractor will work a broad range of stakeholders, including individuals with lived experience, behavioral health providers, associations, state agencies and public, private, and non-profit organizations from eastern and western Washington.

Training topics may include but not be limited to payment models, integration of peers, team-based care and care coordination, physical and behavioral health integration, utilization reviews, care transitions, infusion of recovery and resilience into programming and culture, telehealth - including innovative digital health solutions, procedures for diversion from the criminal legal systems.

## **1. DESCRIPTION OF DELIVERABLES AND PERFORMANCE MEASURES**

### **1.1. Project Training Plan**

- 1.1.1. Develop and submit for approval a project plan.
- 1.1.2. Contractor will create and submit for approval a project training plan that may include but not be limited to training topics and training delivered, timelines, dashboard tracking items, and key partners. Update project plan and dashboard as necessary and include updates and accomplishments in quarterly performance reports. Dashboard tracking items include trainings delivered, curricula developed, number of attendee & organization attendance.

### **1.2. Training and Curriculum Development**

Training and curriculum development for law enforcement officers, correctional officers and community correction officers:

- 1.2.1. Law enforcement training to include understanding substance use disorder and the recovery process, and options and procedures for diversion from the criminal justice system for individuals with substance use disorder. Training to be developed in consultation with the Criminal Justice Training Commission.
- 1.2.2. Develop curriculum correctional officers and community corrections officers focused on Motivational Interviewing, recovery coaching, and trauma informed care. Curriculum to be developed in consultation with Department of Corrections.

### **1.3. Design a Quarterly Report Format**

Design a quarterly report format of sufficient quality and design to submit to executive leaders, legislators, and other key stakeholders. Report format may include but not be limited to an index, executive summary, and significant events such as surveys, critical gaps and analyses, key findings, milestone events, summary of activities and accomplishments, data, and recommendations as applicable.

### **1.4. Submit Quarterly Performance Reports**

Provide ongoing trainings and technical assistance throughout the contract with a focus on EBPs and Promising Practices, including agency adoption and sustainability of EBPs and Promising Practices including:

- 1.4.1. Provide quarterly performance reports summarizing significant events including trainings delivered, technical assistance provided, milestones, analyses, reports, and recommendations. These must include:
  - 1.4.1.1. Trainings completed;
  - 1.4.1.2. Number of attendees & organizations trained;
  - 1.4.1.3. Materials or links to materials developed for training; and
  - 1.4.1.4. Reports and analyses completed.
- 1.4.2. Develop and disseminate model programs and curricula to address the treatment needs of individuals with substance use disorders and co-occurring disorders.
- 1.4.3. Continue and expand telehealth training series including innovative digital health content to include topics of interest to a diverse array of behavioral health providers.
- 1.4.4. Topics may include but not be limited to payment models, integration of peers, team-based care and care coordination and transitions, workforce diversity, and infusion of recovery and resilience into programming and culture.
- 1.4.5. Focus training and technical assistance on evidence-based and promising practices and agency adoption and sustainability of EBPs and promising practices.
- 1.4.6. Summary of activities completed during the performance quarter including major events, milestones, accomplishment, timelines.

### **1.5. Center of Excellence – Behavioral Health Equity**

Conduct an evaluation of behavioral health inequities in Washington and create a center of excellence to address behavioral health inequity including the need for a more diverse workforce.

- 1.5.1. Evaluate current research related to behavioral health inequities in Washington.
  - 1.5.1.1. Convene stakeholders and subject matter experts to review research and identify key findings.

**1.6. Conference Coordination and Management - Including Call to Action Series**

- 1.6.1. Contractor shall develop a detailed conference project plan to include all tasks, timelines, assignments, and budget items. The conference project plan must be:
  - 1.6.1.1. Complete and submitted to HCA Contract Manager by June 1, 2022;
  - 1.6.1.2. Updated as is necessary to remain current, but no less than monthly; and
  - 1.6.1.3. Provided to HCA Contract Manager upon each update.
- 1.6.2. Contractor is required to engage with minorities to design conference and select speakers and topics.
- 1.6.3. Contractor shall provide and maintain lists of all conference planning committees and members. These lists must be:
  - 1.6.3.1. Updated as is necessary to remain current;
  - 1.6.3.2. Provided to HCA Contract Manager upon each update; and
  - 1.6.3.3. Subject to member approval by HCA Contract Manager.
- 1.6.4. Contractor shall meet regularly with HCA staff to coordinate overall management, including but not limited to; speaker selection, workshop schedules, workshop agendas, and conference materials.
  - 1.6.4.1. HCA reserves the right to approve speaker selection, conference topics, and agendas.
- 1.6.5. Virtual Platform Development - Conference Planning and Follow Up.
  - 1.6.5.1. Identify virtual conference platform by June 30, 2022.
  - 1.6.5.2. Provide link to electronic registration system.
  - 1.6.5.3. Coordinate accommodations/interpreter services.
  - 1.6.5.4. Respond to participant questions before and during the conference.
  - 1.6.5.5. Prepare hand-out materials and distribute, as necessary.
- 1.6.6. Presenter/Speaker Coordination and Management
  - 1.6.6.1. Coordinate workshop speakers as follows:
    - i. Coordinate workshop needs including materials and audio-visual.
    - ii. Assist with developing bios & workshop descriptions.
    - iii. Coordinate all presentations for keynote, plenary, and workshop speakers.
  - 1.6.6.2. Develop a conference planning committee to help design conference, select speakers and topics.

- i. Committee members must include underrepresented members including minorities, people of color, and those with lived experience with racial prejudice, social injustice, and/or discrimination.

1.6.7. Marketing and Design

1.6.7.1. Contractor will work with HCA staff to develop and design marketing materials to include but not be limited to development of event log, online materials/images to be used on materials, and event supplies as needed.

1.6.7.2. Contractor will provide services to market the event via email, website, and social media.

1.6.8. Financial Management

1.6.8.1. Contractor will submit an invoice to HCA Contract Manager, as set forth in Section 4, *Payment*.

1.6.8.2. Pay bills and keep records directly related to the conference including but not limited to the virtual platform fees, printing and/or materials costs, and supply costs.

1.6.8.3. Contractor will produce a completed final financial report no later than thirty (30) days following the event.

- i. Acceptance of the amended reports will be at sole discretion of the HCA Contract Manager.

1.6.9. Evaluation Management

1.6.9.1. In coordination with HCA staff and presenters, Contractor will manage the development and implementation process and all related materials for evaluations of keynote speaker(s), workshops, and overall conference.

1.6.10. Continuing Education Units (CEU) Management

1.6.10.1. Coordinate to provide institutional CEU. This includes coordination of payment for CEUs by academic participants, oversight of CEU process at conference, and distribution of CEU Certificates if applicable. Should CEUs credits not be available to participants, letters of attendance including clock hours will be provided after the workshop has been completed and as requested by participants. The Contractor will coordinate and send all necessary paperwork to participants.

1.6.11. Support Call to Action Series

1.6.11.1. Continue planning and delivery of Call-to-Action series trainings to include two or more trainings per year.

### 1.7. Create and Maintain a Learning Management System (LMS)

Create and maintain an LMS with access provided to publicly funded behavioral health providers on a broad array of topics. LMS must house training and curricula, and provide analytics on users and training completions.

## 2. PERFORMANCE AND PAYMENT

Deliverable	Due Date	Performance Measure	Payment
2.1. Develop and Disseminate Model Programs and Curricula. Per Section 1.1	8/30/2021	Project training plan submitted and approved.	<b>\$20,000.</b>
2.2. Training and Curriculum Development Per Section 1.2	3/30/2023	Curriculum completed and trainings delivered.	<b>\$184,000.</b>
2.3. Design a Quarterly Report Format Per Section 1.3	8/30/2021	Report submitted and approved.	<b>\$15,000.</b>
2.4. Ongoing Training and Technical Assistance Per Section 1.4	Due Dates	Submit quarterly report using report format developed under deliverable 2.3 above.	<b>Payment per Report</b>
2.4.1. Quarter 1	9/30/2021		<b>\$135,625.</b>
2.4.2. Quarter 2	12/30/2021		<b>\$135,625.</b>
2.4.3. Quarter 3	3/30/2022		<b>\$135,625.</b>
2.4.4. Quarter 4	6/30/2022		<b>\$135,625.</b>
2.4.5. Quarter 5	9/30/2022		<b>\$135,625.</b>
2.4.6. Quarter 6	12/30/2022		<b>\$135,625.</b>
2.4.7. Quarter 7	3/30/2023		<b>\$135,625.</b>
2.4.8. Final Comprehensive Report	6/30/2023		<b>\$135,625.</b>
2.5. Evaluation of Behavioral Health Inequities in Washington State Per Section 1.5	12/31/2022	Report of behavioral health inequities in Washington State, including policy recommendations to reduce behavioral health inequities.	<b>\$200,000.</b>
2.6. Annual Diversity, Equity, and Social Justice Conference, and Call-to-Action Learning/Training Events Per Section 1.6	9/30/2022	Coordinate and deliver 1 annual conference and Call to Action series.	<b>\$130,000.</b>
2.7. Create and maintain a Learning Management System Per Section 1.7	3/31/2022	Create, maintain, and provide access to a Learning Management System.	<b>\$166,000.</b>
<b>TOTAL MAXIMUM CONTRACT AMOUNT</b>			<b>\$1,800,000.</b>