WHEREAS, HCA and Contractor previously entered into a Contract for the development and dissemination of model programs and curricula to address the treatment needs of individuals with substance use and co-occurring disorders, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 6, *Agreement Changes, Modifications, and Amendments*, to incorporate the funding and statement of work for the TeleBehavioral Health Summit;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Section 4, *Payment*, is amended to read as follows:

    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 **$1,870,000**. 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*.

2. Schedule A, *Statement of Work*, Section 1, *Description of Deliverables and Performance Measures*, a new subsection 1.7, *TeleBehavioral Health Summit*, is added as follows:

   1.7 **TeleBehavioral Health Summit**

       Contractor will coordinate, manage, and deliver a two (2) day, virtual TeleBehavioral Health Summit on May 9th, and 10th, 2023 for behavioral and physical health providers that serve individuals with mental health and substance use disorders.

       To complete this work, the contractor shall perform the following tasks for an amount not to exceed $70,000.
1.7.1 Summit Coordination and Management

1.7.1.1 Contractor shall develop a detailed Summit project plan to include all tasks, timelines, assignments, and budget items. The Summit project plan must be:
   a. Complete and submitted to HCA Contract Manager by May 1, 2023;
   b. Updated as is necessary to remain current, but no less than monthly; and
   c. Provided to HCA Contract Manager upon each update.

1.7.1.2 Contractor shall provide and maintain lists of all conference planning committees and members. These lists must be:
   a. Updated as is necessary to remain current;
   b. Provided to HCA Contract Manager upon each update;
   c. Are subject to member approval by HCA Contract Manager; and
   d. HCA reserves the right to approve speaker selection, Summit topics, and agendas.

1.7.2 Virtual Platform - Summit Planning and Follow Up

1.7.2.1 Identify a virtual platform for presentation of the Summit;
1.7.2.2 Provide a link to an electronic registration system for potential participants;
1.7.2.3 Coordinate accommodations and/or interpreter services;
1.7.2.4 Respond to participant questions; and
1.7.2.5 Prepare hand-out materials and distribute, as necessary.

1.7.3 Presenter/Speaker Coordination and Management

1.7.3.1 Develop a Summit planning committee to help design the Summit, select speakers, and topics.

1.7.3.2 Coordinate workshop speakers as follows:
   a. Arrange a virtual platform for the presentation of the Summit and provide technical assistance throughout the presentation;
   b. Coordinate workshop needs including materials and audio-visual;
   c. As needed assist speakers with the development of bios and workshop descriptions; and
   d. Coordinate all presentations for keynote, plenary, and workshop speakers.

1.7.4 Marketing and Design

1.7.4.1 Contractor will develop marketing materials and designs, to include but limited to development of event log, online materials/images to be used on printed materials, and event supplies as needed.

1.7.4.1.1 Prior to publishing any materials and/or designs Contractor will submit to HCA Contract Manager to process for review and approval by both HCA’s Division of Behavioral Health and Recovery (DBHR) and Communications (Comms).
1.7.4.1.2 Only after materials and/or designs are approved by HCA’s DBHR and Comms, Contractor will provide services to market the event via email, website, and social media.

1.7.5 Financial Management

1.7.5.1 Contractor will submit an invoice to HCA Contract Manager, as set forth in Section 5, Billing Procedure.

1.7.5.2 Pay bills and keep records directly related to the Summit including but not limited to the virtual platform fees, speaker fees, and supply costs.

1.7.5.3 Contractor will submit a completed final financial report to the HCA Contract Manager no later than June 30, 2023.

   a. HCA recognizes that some vendors may not process invoices and record payments within that time frame, which may require subsequent amended reports. Acceptance of the amended reports will be at sole discretion of the HCA Contract Manager.

1.7.6 Evaluation Management

1.7.6.1 In coordination with the HCA Contract Manager, the Contractor will manage the development, implementation process, and any related materials for the evaluation of keynote speaker(s), workshop(s), and the Summit as a whole.

1.7.6.2 Contractor will submit Summit evaluations to the HCA Contract Manager with the final report, due June 30, 2023.

1.7.7 CEU Management

1.7.7.1 Coordinate to provide institutional Continuing Education Units (CEU). This includes coordination of payment for CEUs by academic participants, oversight of CEU process at Summit, and distribution of CEU Certificates if applicable.

1.7.7.2 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.

1.7.8 Final Report

1.7.8.1 Contractor will submit a single final report summarizing the work completed for all the deliverables identified within this Section 2.7, TeleBehavioral Health Summit.

1.7.8.2 Final report is due to the HCA Contract Manager no later than June 30, 2023.

All remaining sections are subsequently renumbered, and internal references updated.

3. Schedule A, Statement of Work, Section 1, Description of Deliverables and Performance Measures, subsection 1.8, Create and Maintain a Learning Management System, is amended to incorporate updated HCA Communications requirements and read as follows:
1.8 Create and Maintain a Learning Management System

1.8.1 Contractor is responsible to build, update, maintain, and archive the Learning Management System (LMS) to provide access to publicly funded behavioral health providers on a broad array of topics.

1.8.2 This resulting LMS must house training and curricula, be accessibility compliant (WCAG 2.1), use Plain Talk, follow HCA brand guidelines, and provide analytics on users and training completions.

1.8.3 Should Contractor require HCA’s Enterprise Technology Services (ETS) to assume responsibility for the LMS at end of Contract, the LMS must be built using an HCA-supported technology such as Drupal.

1.8.3.1 If an HCA-supported technology is not used, HCA’s ETS division will not assume responsibility for the system at contract end.

4. Schedule A, Statement of Work, Section 2, Performance and Payment, two (2) new deliverables are added and the Total Maximum Contract Amount updated as follows:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
<th>Performance Measure</th>
<th>Payment</th>
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</thead>
<tbody>
<tr>
<td>2.8 Detailed Summit Project Plan</td>
<td>5/1/2023</td>
<td>Plan Submitted &amp; Approved</td>
<td>$10,000</td>
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<tr>
<td>Per subsection 1.7.1.1 above</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2.9 Final Report</td>
<td>6/30/2023</td>
<td>Submit Summit Summary</td>
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<tr>
<td>Per subsection 1.7.8.2 above</td>
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<td></td>
</tr>
<tr>
<td>AMENDMENT K5282-02 SUBTOTAL</td>
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<td></td>
<td>$70,000</td>
</tr>
<tr>
<td>TOTAL MAXIMUM CONTRACT AMOUNT</td>
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<td></td>
<td>$1,870,000</td>
</tr>
</tbody>
</table>

2 This Amendment will be effective as of the last date of signature shown below (“Effective Date”).

3 All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

4 All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sommer Kleweno-Walley</td>
<td>Chief Executive Officer</td>
<td>4/20/2023</td>
</tr>
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<table>
<thead>
<tr>
<th>HCA SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jody Costello</td>
<td>Administrative Services Director</td>
<td>4/5/2023</td>
</tr>
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