

	<b>INTERAGENCY AGREEMENT</b> <b>for</b> Virtual Behavioral Health Services	HCA Contract Number: K5554 Contractor Contract Number:
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**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Harborview Medical Center, (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Harborview Medical Center		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b>		
<b>CONTRACTOR ADDRESS</b>	Street 325 9 <sup>TH</sup> AVE	City Seattle	State WA	Zip Code 98104
<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> P-25	<b>HCA DIVISION/SECTION</b> DBHR
<b>HCA CONTRACT MANAGER NAME AND TITLE</b> Enos Mbajah, SCHL AGE CHILD YOUTH FAM INTEG SERV SUP	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE Olympia, WA 98504
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-0097	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> <a href="mailto:enos.mbahaj@hca.wa.gov">enos.mbahaj@hca.wa.gov</a>

<b>CONTRACT START DATE</b> Date of Execution	<b>CONTRACT END DATE</b> December 31, 2022	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> \$410,000
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**PURPOSE OF CONTRACT:**

For the Washington State behavioral health institute to engage consumers, the University of Washington evidence based practice institute, and other stakeholders to review current and emerging data and research and make recommendations regarding best practices for virtual behavioral health services to children from prenatal stages through age 25.

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> DocuSigned by:  2C5C4FAB8134B0	<b>PRINTED NAME AND TITLE</b> Sommer Kleweno-Walley Chief Executive Officer	<b>DATE</b> 10/25/2021
<b>HCA SIGNATURE</b> DocuSigned by:  74E43FE8BC774E7...	<b>PRINTED NAME AND TITLE</b> Rachelle Amerine Contracts Administrator	<b>DATE</b> 10/21/2021

## 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, 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"

## 3. **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract will commence on **Date of Execution**, and be completed on **December 31, 2022**, 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 **\$410,000.00**. 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 based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Schedule "B".

## 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). Include the HCA Contract number 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 Contract Manager or designee prior to payment.

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

- a. HCA Contract number K5554;
- b. Contractor name, address, phone number;
- c. Description of Services;
- d. Date(s) of delivery;
- e. Net invoice price for each item;
- f. Applicable taxes;
- g. Total invoice price; and
- h. Payment terms and any available prompt payment discount.

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**

Both the Contractor and the Subcontractor may 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:

- a. Applicable state and federal statutes and rules;
- b. Schedule A, Statement of Work; and
- c. 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) Evidence Based Practice Institute Services

**SCHEDULE A**  
**STATEMENT OF WORK**

**I. PURPOSE**

**Performance Work Statement and Associated Deliverables**

The Contractor, the Behavioral Health Institute at Harborview Medical Center (the institute), shall provide the services and adequate staffing, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Engage consumers, the University of Washington evidence-based practice institute, and other stakeholders to review current and emerging data and research and make recommendations regarding best practices for virtual behavioral health services to youth and young adults from prenatal stages through age 25.
- b. Focus on the development of services and supports that deliver clinically effective outcomes for youth, young adults, and families and identify safeguards for hybrid models when considering "in-person," "audio-video," and "audio only" modes.
- c. The review conducted by the institute shall include:
  - a. The collection and analysis of data about clinical efficacy of behavioral health services and supports through virtual modes.
  - b. Methods for determining and maximizing the health benefits of the different modalities.
- d. The institute shall submit the following reports to HCA, who will then submit them to the office of financial management and the appropriate committee of the legislature:
  - a. A preliminary report on a 2022 workplan by December 31, 2021.
  - b. An initial report with recommendations for best practices regarding virtual behavioral health services by June 1, 2022.
  - c. A final report with additional refined recommendations and a research agenda and proposed budget for fiscal year 2024 and beyond by December 1, 2022.
- e. The institute will keep the HCA Contract Manager informed of any concerns and/or complications that may arise that could affect the progress and completion of the items outlined above.

The Health Care Authority (HCA) shall submit data required for this research to the behavioral health institute in accordance with federal and state laws regarding client protected information.



## II. FUNDING

- a. The institute will complete the deliverables outlined in the table below no later than the identified due dates. The institute will notify and consult with the HCA Contract Manager in the event that the timely completion of deliverables may be affected.

<b>DELIVERABLES TABLE THROUGH DECEMBER 31, 2022</b>			
<b>DATE PAYMENT ISSUED</b>	<b>PAYMENT AMOUNT</b>	<b>DELIVERABLE</b>	<b>DELIVERABLE DUE DATE</b>
Following the review of submitted material	\$102,500.00	Preliminary report on the 2022 workplan by.	December 31, 2021
Following the review of submitted material	\$102,500.00	Initial report with recommendations for best practices for virtual behavioral health services	June 1, 2022
Following the review of submitted material	\$205,000.00	A final report with additional refined recommendations and a research agenda and proposed budget for fiscal year 2024 and beyond	December 1, 2022