

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
WASHINGTON STATE HEALTH CARE AUTHORITY**

THIS INTERAGENCY AGREEMENT (the “Agreement”) is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as “WSU”), and Washington State Health Care Authority a state agency of Washington located in Olympia, WA (hereafter referred to as “HCA” or “Client”).

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which Washington State University Professional Education (“WSU-PE”) will provide conference management services for the event currently known as the 2023 Tribal Opioid Summit anticipated for May 22 – 23, 2023.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

a. Duties of WSU:

i. Program Development Support

1. Serve as a non-voting member of the Conference Planning Committee and attend Committee meetings in person or by teleconferencing as required.
2. Provide timelines once Client and third party (e.g., Tribe) responsibilities have been identified.
3. Communicate with Gretchen Swift regarding updates concerning speakers, sessions, and other event information.
4. Serve as a unified point of contact for Committee communication, including general program information, speaker names, sessions titles.
5. Maintain a running draft of the program with updates of speakers, sessions, and other information.
6. Assist client in identifying additional roles needed for smooth event facilitation, such as MCs, opening remarks, closing remarks.
7. Create agenda, with direct input from the Chair, for Committee meetings.
8. Create run of show.
9. Attend calls or in-person meetings and set action items that need to be completed.

ii. Financial Management

1. In conjunction with the Conference Planning Committee, establish an event budget.
2. Maintain budget by tracking expenses.

iii. Venue Negotiation and Management

1. *It is understood that the venue, lodging, catering, and audio-visual will be provided by the Client.*
2. Contract negotiation pertaining to logistics items with selected hotel(s) as directed by Client. The legal terms of the contract are the responsibility of the Client.
3. Manage contract obligations for venue.

iv. Hotel Negotiation and Management

1. *It is understood that the venue, lodging, catering, and audio-visual will be provided by the Client.*
2. Identify overflow hotel lodging options to Client if needed. The legal terms of the contract are the responsibility of the Client.
3. Manage contract obligations for venue hotel.

4. Communicate to Client if/when room block fills.
- v. Food and Beverage Negotiation and Management
 1. *It is understood that the venue, lodging, catering, and audio-visual will be provided by the Client.*
 2. Provide Client with an estimate on food and beverage costs once HCA's responsibilities are identified.
 3. Ensure food and beverage plans are in line with event use agreements.
 4. Obtain necessary permits, if necessary.
 5. Develop meeting specifications to communicate food and beverage, meeting room setup, and audio-visual needs to the venue based on the Client's requests.
 6. Review final billing for accuracy.
 7. Collect dietary restrictions from attendees and communicate those to the catering provider.
- vi. Audio Visual Negotiation and Management
 1. *It is understood that the venue, lodging, catering, and audio-visual will be provided by the Client.*
 2. Work with Client's audio-visual team.
 3. Assess audio visual needs with Client and coordinate appropriate arrangements.
- vii. Logo Creation
 1. Create three logo options based on Client request and color palate to select one logo.
 2. Provide up to three edits to chosen logo.
- viii. Program Graphic Design
 1. Provide graphic design services for one conference program.
- ix. Event Website Creation and Hosting
 1. Develop conference website to go live at least 30 days before the Tribal Opioid Summit, in accordance with at least the following web pages:
 - a. Home Page
 - i. To include an acknowledgements section.
 - b. Registration Page
 - c. Travel & Accommodations Page
 - d. Call for Abstracts/Submissions Page
 - e. Contacts Page
 - f. Schedule of Events Page
 2. Host website for up to 60 days after the event.
 3. Upload/update event-related content as directed by the Client.
- x. Registration Management
 1. Design and facilitate online registration at least 30 days before the Tribal Opioid Summit for two categories of attendees.
 2. Create logic question based on attendee category, subject to change:
 - a. For State Administrators: Collect name, email, title, and agency.
 - b. For Tribal Members: Collect name, email address, Tribe, Title.
 3. Receive and process registrations online.
 4. Email registration confirmation emails upon receipt of registration.
 5. Prepare standard attendee nametags, including basic lanyard and name badge holder with conference logo, first and last name, company, and one other data item from registration questions.
- xi. Customer Service and Attendee Communication

1. Provide and manage email and phone number for potential participant registration questions.
 2. Handle customer questions related to conference activities.
 3. Send reminder information to registered attendees as needed.
- xii. Speaker / Facilitator / MC Contract Management
1. Coordinate required signatures for formal speaker / facilitator / MC contracts.
 2. Coordinate the management of contract terms.
- xiii. Speaker Management--\$500 per breakout
1. For speakers not requiring a formal contract, distribute speaker confirmation template letters to selected speakers including title, date, and time of presentation.
 2. Gather speakers' presentations according to a mutually agreed-upon timeline.
 3. Obtain speaker audio-visual needs.
- xiv. Accessibility Coordination
1. Add accessibility question to registration to collect accessibility needs.
 2. Coordinate accessibility needs according to Client direction. This could include:
 - a. Coordinate ASL interpreters for needed sessions. Direct expenses related to ASL interpreters will be the responsibility of the Client.
 - b. Coordinate live transcription for sessions.
 - c. Coordinate accurate transcription for virtual sessions. The direct cost of accurate transcription services will be the responsibility of the Client.
 - d. Coordinate accessibility needs for physical needs.
- xv. Onsite Management, In Person
1. Information Desk—provide 2 team members onsite for 2 days, arriving the day before to provide support.
 2. Venue
 - a. Serve as onsite liaison for venue arrangements to ensure rooms sets are as ordered for one venue.
 - b. Provide 1 team member, arriving the day before to conduct a walk-through with Client.
 - c. Review final bill for accuracy in what was provided.
 3. Caterer
 - a. Serve as onsite liaison for catering arrangements to ensure sets are as ordered.
 - b. Review final bill for accuracy in what was provided.
 4. Audio-Visual
 - a. Serve as liaison for audio-visual arrangements to ensure sets are as ordered.
 - b. Review final bill for accuracy in what was provided.
 5. Accessibility Coordination
 - a. Serve as onsite liaison for accessibility arrangements to ensure arrangements are as ordered.
 - b. Review final bill for accuracy in what was provided.
 6. Speakers
 - a. Preload speaker presentations for those received by the submission deadline.
 - b. Manage terms of speaker contract as it pertains to onsite terms.
 7. Volunteer Management
 - a. Assist Client-provided volunteers in navigating opportunities to assist with event support, including supporting high-ranking attendees.
- xvi. Post-Conference Analysis
1. Evaluations:

- a. Create one overall evaluation of no more than 12 questions.
 - b. Electronic Evaluations:
 - i. Distribute evaluations via link or QR code to all attendees.
 - ii. Send one reminder email post-conference to attendees.
 - iii. Provide data reports to Client approximately 2 weeks after final reminder is sent.
 - c. Paper evaluations:
 - i. HCA will print and bring paper evaluations to the Summit. WSU-PE will distribute with registration packets.
 - ii. Provide evaluation logging and transcription services for \$10 per evaluation.
 - iii. Provide data reports to Client no later than 30 days following the event.
2. Provide attendee information according to the questions asked in registration.

b. Duties of HCA:

The Agency's conference leader or Committee will plan and conduct all aspects of the program not assigned to WSU-PE as listed above and will cooperate with WSU-PE in carrying out its duties under this Agreement. HCA will provide and manage the following:

- i. Venue Negotiation and Management
 1. HCA will negotiate an agreement with third party (e.g. Tribe) for use of the venue.
 2. Provide overflow parking, if needed.
- ii. Hotel Negotiation and Management
 1. HCA will negotiate contracts with selected hotel(s)
 2. Negotiate overflow hotel room blocks.
- iii. Food and Beverage Negotiation and Management
 1. HCA will negotiate contracts with caterers.
 2. Provide lunch and light refreshments.
- iv. Audio Visual Negotiation and Management
 1. HCA will provide in-house audio-visual services.
 2. Record and stream after the event.
- v. Post-Conference Analysis Post-Conference Analysis
 1. Paper Evaluations will be printed in-house and brought to the event.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on March 7, 2023, and be completed on July 31, 2023 (the "Term"), unless terminated sooner or extended as provided herein

III. 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 annual cost of accomplishing the work will not exceed \$62,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

- A) Management Fee: \$35,500, includes assumed 7 breakouts at \$500 per breakout for speaker management.
- B) Per person Fee: \$15 per registration record received.
- C) Direct Expenses, including:

- a. Accessibility services, including but not limited to ASL interpreters, live transcription services, and accurate transcription services.
 - b. Overtime Costs, if incurred.
 - c. Travel associated with the management of this contract including Client and committee meetings, site visits, and onsite management.
 - d. Paper Evaluations—logging and transcription services.
- D) WSU charges an 8.7% administrative service charge on the management fee, per person fee, and overtime costs.
- E) Three-scenario cost breakdown for services provided by WSU:

Attendees	500	800	1,000	Assumptions
Management Fee	\$35,500.00	\$35,500.00	\$35,500.00	7 breakouts at \$500.00/breakout
Paper Evaluation Transcription Fee (\$10 per)	\$2,000.00	\$3,200.00	\$4,000.00	40% survey return rate
Per person registration (\$15 per)	\$7,500.00	\$12,000.00	\$15,000.00	
Overtime (\$50/hr)	\$750.00	\$750.00	\$750.00	10 hours at 1.5 time
Administrative Service Charge (8.7%)	\$3,893.25	\$4,389.15	\$4,719.75	
Expenses not subject to Administrative Service Charge (ASC): Travel associated with ProfEd Staff	\$1,514.40	\$1,514.40	\$1,514.40	Estimate based on per diem, fleet vehicle travel
	\$51,157.65	\$57,353.55	\$61,484.15	

Not included in Estimate: direct expenses for ADA accommodations.

IV. BILLING PROCEDURES

WSU-PE shall submit invoices to HCA within 30 days of the end of the event. HCA shall pay WSU-PE for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after invoicing. Penalties for late payments (defined as those paid beyond 30 thirty (30) days after receipt of invoice) shall be assess at one percent (1%) per month.

Invoices shall be submitted to:

Washington State Health Care Authority
 Attn: Brian Coolidge
 Email: HCAAdminAccountsPayable@hca.wa.gov

V. 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.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU. 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.

VII. 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.

VIII. MODIFICATION

This Agreement may be modified or 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.

IX. 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. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. 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 fifteen (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. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contracts terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

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.

XII. GOVERNANCE

This Agreement is entered into pursuant to an 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 inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and

c. Any other provisions of this Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement 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.

XIV. 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.

XV. 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.

XVI. ENTIRE AGREEMENT

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.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Brittany Labbe
College or Department: Professional Education
Telephone: 253-445-4629
Email: brittany.labbe@wsu.edu

The Contract Administrator for HCA is:

Name: Rachelle Amerine
Department: Department of Legal Services
Telephone: 360-725-1327
Email: rachelle.amerine@hca.wa.gov

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

WASHINGTON HEALTH CARE AUTHORITY ("HCA")

Recommended by: DocuSigned by:

Rachelle Amerine

Signature: _____ Date: 3/27/2023

Name, Title: Rachelle Amerine Contracts Administrator

Approved by:

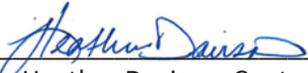
Signature: _____ Date: _____
Name, Title: _____

WASHINGTON STATE UNIVERSITY ("WSU")

Recommended by:

Signature: _____ Date: _____
Name, Title: Jennifer Cook, Ph.D., Director, Professional Education

Approved by:

Signature:  _____ Date: 4/25/2023
Name, Title: Heather Davison, Contracts Manager, Procurement & Contract Services _____