

**Contract for Services
Between
Harborview Medical Center
And
Washington State Department of Social & Health Services
For
Purchase of Performance Assessment and Outcome Evaluation Services**

This Contract for Services (Contract) is entered into by Harborview Medical Center (HMC) and the Washington State Department of Social & Health Services (DSHS) for the purpose of procuring assessment and evaluation expertise from the DSHS Research and Data Analysis (RDA) division. RDA will conduct performance monitoring and outcome evaluation as it has done for at least ten (10) SAMHSA-funded programs, including the most recent WA MAT-PDOA and WA-STR projects. RDA maintains databases containing client, fiscal, service and outcome information across DSHS, allowing analysis of the services provided to more than two million Washington residents each year. Agency managers, the Governor and legislature, and service providers use RDA to help improve human services.

Parties agree to cooperate and to amend the contract as may be required.

RECITALS

Harborview Medical Center is a comprehensive healthcare facility dedicated to the control of illness and the promotion and restoration of health. Its primary mission is to provide healthcare for the most vulnerable residents of King County; to provide and teach exemplary patient care; to provide care for a broad spectrum of patients from throughout the region; and to develop and maintain leading centers of emphasis.

Washington State Department of Social & Health Services is the State of Washington's largest agency and provides shelter, care, protection, and support to 2.4 million people. The mission of DSHS is to transform lives through their various sub-agencies on Aging and Long-term Support, Behavioral Health, Child Protection, Developmental Disabilities, Economic Services, Rehabilitation, Facilities, Finance and Analytics, and Services and Enterprise Support.

The Harborview Medical Center Medication Assisted Treatment – Prescription Drug and Opioid Addiction Project (HMC MAT-PDOA III) is a grant awarded to HMC. The purpose of the grant is to expand access to integrated medication assisted treatment for individuals with opioid use disorder. HMC-MAT-PDOA III is an effort to address the rising rates of opioid-related problems in Washington State, including overdose deaths and addiction treatment admissions. DSHS RDA has experience in analyzing the type of data required for this grant, in the protection of human subjects, measuring outcomes and providing technical assistance for data subject to the Government Performance and Results Act.

HMC and DSHS, in consideration of their shared mission, wish to commemorate their relationship in this Contract for Services.

IN FURTHERANCE THEREOF, THE PARTIES AGREE AS FOLLOWS:

SERVICES

HMC and DSHS shall work together to 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 within.

PERIOD OF PERFORMANCE

The period of this contract will be from September 30, 2021 until November 29, 2026, unless terminated sooner as provided herein.

BILLING AND PAYMENT

The parties have estimated that the cost of accomplishing the work herein will not exceed a maximum value of \$227,087 over the period of performance. Payment will not exceed this amount without a prior written amendment. HMC 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.

DSHS agrees to comply with all applicable rules and regulations associated with these funds. DSHS is a contractor to HMC on this grant.

BILLING PROCEDURE

DSHS will invoice HMC by the 15th of each month for the actual services performed, up to the allowed amount in the budget (Exhibit A). The Invoice is considered complete when accompanied by all deliverables/reporting as set forth in the Statement of Work.

Payment to DSHS for approved and completed work will be made by warrant or account transfer by HMC within 30 days of receipt of the invoice. Upon expiration of the contract, 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.

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 laws and administrative rules governing confidentiality. Specifically, UW agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the

least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality involving HMC protected health information, DSHS shall immediately notify the UW Medicine Compliance Office according to UW Medicine Policy PP-29 and at the same time, notify the HMC contract manager for this Agreement. For the purposes of this Agreement, "immediately" shall mean within one calendar day. DSHS will take steps necessary to mitigate any known harmful effects of any unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. DSHS agrees to indemnify and hold harmless HMC for any damages related to unauthorized use or disclosure by DSHS, its officers, employees, or agents, to the extent permitted by law as a result of DSHS's breach of confidentiality. Any breach of this clause may result in termination of the contract and the demand for return of all confidential information.

Upon a breach or suspected breach of confidentiality involving DSHS protected health information, HMC shall immediately notify DSHS according to UW Medicine Policy PP-29 and at the same time, notify the DSHS contract manager for this Agreement. For the purposes of this Agreement, "immediately" shall mean within one calendar day. HMC will take steps necessary to mitigate any known harmful effects of any unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. HMC agrees to indemnify and hold harmless DSHS for any damages related to unauthorized use or disclosure by HMC, its officers, employees, or agents, to the extent permitted by law as a result of HMC's breach of confidentiality. Any breach of this clause may result in termination of the contract and the demand for return of all confidential information.

B. Public Records Act

Notwithstanding any of the foregoing provisions of this section or any other provisions in the Agreement regarding confidentiality, Contractor acknowledges that HMC is an agency of the State of Washington and is subject to Washington's Public Record Act, RCW 42.56 ("PRA"). If HMC receives a public records request covering information that may be considered confidential under this Contract, the sole obligation of HMC hereunder shall be to provide DSHS with no less than two (2) weeks' notice prior to any disclosure so as to enable DSHS, if it should so choose, to seek an injunction or other court order against disclosure. If DSHS has not obtained and served on HMC an injunction or temporary restraining order against disclosure by the disclosure date indicated in the notice to HMC, then HMC may disclose the requested information without further obligation under this Contract.

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.

<p style="text-align: center;">Harborview Medical Center</p> <p>Elsa Tamru, Project Director 325 Ninth Ave Mailbox 359892 Seattle, WA 98104 Phone: (206) 744-8516 tamru@uw.edu</p>	<p style="text-align: center;">Department of Social and Health Services</p> <p>Jim Mayfield 1115 Washington St SE Olympia, WA, 98504 Phone: 360-902-0764 Jim.mayfield@dshs.wa.gov</p>
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GOVERNANCE

This contract 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.

PRECEDENCE

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

- a. applicable state and federal statutes and rules;
- b. any other provisions of this Agreement, including materials incorporated by reference.

INSURANCE

- a. DSHS certifies that it is self-insured under the State’s self-insurance liability program, as provided by RCW.4.92.130, and shall pay for losses for which it is found liable.
- b. HMC certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

Sk HMC is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

HMC maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact listed above.

Commercial General Liability insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract.

Exclusion from Participation in Federal/State Healthcare Programs

Each Party represents and warrants that neither it nor any of its officers, directors, trustees, employees or agents providing services under this Contract is currently or has at any time been; (i) excluded, suspended, or debarred from participation in any federal or state funded healthcare program; (ii) placed on the list of Excluded Individuals/Entities issued by the Office of the Inspector General of the

Department of Health and Human Services pursuant to 42 U.S.C. PP 1320(a)(7); (iii) otherwise excluded from or determined to be ineligible to participate in any government procurement or non-procurement contract; (iv) convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a), 42 USC 1320a-7(b)(1)-(3); or (v) proposed for exclusion by a federal or state healthcare program or a government agency. Further, each Party represents and warrants that neither it nor any of its officers, directors, trustees, employees, or agents has ever been convicted of a felony related to the practice of medicine or other healthcare discipline relevant to this Agreement. Each Party will promptly provide written notice to the other of any such exclusion, debarment, sanction or conviction. Such notice will provide grounds for the immediate termination of this Agreement, as set forth in Termination for Cause section of this Agreement, notwithstanding other termination provisions.

LICENSURE AND ACCREDITATION

DSHS shall maintain its licensure under Washington State law and its accreditation by The Joint Commission or other accrediting body as applicable.

QUALITY, RISK REDUCTION, SAFETY AND PERFORMANCE IMPROVEMENT

In accordance with T.J.C. LD.04.03.09, DSHS agrees to work in collaboration with HMC in the review and development of relevant quality assurance plans as opportunities for performance improvement are identified. This may include participation in quality assurance activities including event reviews, studies, plans of corrective action for deficiencies identified by either signatory to this contract or third-party regulatory agencies. DSHS agrees to provide periodic reporting on the outcome of process changes and corrective actions to Hospital(s) Business Manager/Department Manager named in the Contract Management section of the Agreement.

INDEPENDENT CONTRACTORS

Neither DSHS nor any of its personnel providing services under this Agreement shall be considered to be employees of HMC. DSHS and HMC are not partners, and this Agreement is not intended to create, and shall not be interpreted as creating, a partnership or joint venture between the Parties. No DSHS personnel shall be entitled to any of the rights and privileges established for employees of HMC. HMC shall not have or exercise any control over the professional judgment or methods used by DSHS personnel in the performance of services hereunder. Neither HMC nor DSHS shall have the right to bind the other to any Agreement or undertaking, or to transact any business in the name of the other, or to make any promises or representations on behalf of the other except as expressly agreed to herein.

PRIVACY

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

HMC reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by DSHS through this Agreement. Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information.

RECORDS MAINTENANCE

The parties 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 (6) years after expiration or termination. 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. 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.

Access to Books and Records

The following clause is included because of the possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; but if that section should be found inapplicable to this Agreement, then this clause shall be deemed not to be part of this Agreement and shall be void: Until the expiration of four years after the furnishing of services under this Agreement, DSHS shall make available upon written request of the Secretary of Health & Human Services or the Comptroller General of the United States, or any other of their duly authorized representatives, this Agreement and such books, documents and records of DSHS as are necessary to certify the nature and extent of the costs hereunder. This clause shall survive termination of this Agreement according to its terms.

SEVERABILITY

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

TERMINATION FOR CONVENIENCE

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.

ENTIRE AGREEMENT

This Agreement, and all attachments reference herein, 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.

GOVERNING LAW

In the event of a dispute or conflict over the terms, interpretation, or application of this Agreement, the Agreement shall be construed in accordance with the laws of the State of Washington. The Parties consent to the exclusive jurisdiction of King County Superior Court in Seattle, Washington.

NONDISCRIMINATION

Both Parties agree to comply with all applicable non-discrimination laws and regulations.

FORCE MAJEURE

Neither Party shall be liable or deemed to be in default for any delay or failure in performance resulting from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions or any other cause beyond the reasonable control of the Party. However, both Parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile, .PDF, .JPG, electronic mail, or other digital formats shall be deemed valid execution of this Agreement and binding on the Parties.

Reviewed and Approved:

Signatures appear on next page

HARBORVIEW MEDICAL CENTER

By:  2C5C4EABB8134B0...

Sommer Kleweno-Walley
Chief Executive Officer

Date: 2/8/2022

DEPARTMENT OF SOCIAL & HEALTH SERVICES

By: 

Amel A. Alsalman
Procurement Program Contracts Manager

Date: 02/09/2022

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**EXHIBIT A
Statement of Work**

PURPOSE:

This statement of work details the obligations of DSHS as contractor on HMC's SAMHSA HMC MAT-PDOA III grant award.

Project: The Harborview Medical Center Medication Assisted Treatment – Prescription Drug and Opioid Addiction Project (HMC-MAT-PDOA III)

Subcontractor:

Department of Social & Health Services (DSHS)
1115 Washington Street NE
Olympia, WA 98504-45204
Contract Contact: **NAME**

Employee Identification Number: 91-6001088-02

Budget Timeline: 60 Months, with 60 additional days to submit final financial and programmatic reports.

Total Projected Budget: \$227,082

- HMC will maintain a participant log using the GPRA IDs that will include other data describing critical services and milestones, screening and assessment results, prescription information, referrals, and other key measures to be determined prior to implementation.
- A crosswalk file linking the GPRA IDs to patient identifiers will be kept by HMC and not shared with RDA.
- The participant log will be provided to RDA monthly through a secure server, as was standard in the WA MAT-PDOA III program.
- RDA will download GPRA data from SPARS and link it to the patient-level measures in the participant log.
- From this linked file, RDA will create monthly program monitoring reports that include measures such as total persons served, demographics, retention rates, substance use profiles, and any other programmatically relevant measures to track.

- These reports will be reviewed with HMC leadership on a monthly basis to ensure the program is meeting its grant obligations for data collection, achieving its programmatic goals, and assess any disparities in services across demographics.
- Any disparities identified will be addressed by identifying culturally competent and gender specific program approaches.
- The combination of GPRA and HMC participant level data will support the project's reporting requirements to SAMHSA, ongoing performance monitoring and quality improvement efforts.
- Finally, HMC will conduct biannual local performance assessments of nurse (outpatient) and physician (inpatient) billing and level of service data in support of future sustainability planning.
- DSHS will provide the Services of Lyz Speaker, Research Manager, for the above referenced deliverables. The Research Manager is considered Key Staff under the award and is expected to contribute 25% of their time. Any changes to key staff—including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project—requires prior approval from HMC.

Payment will be contingent upon delivering services as outlined above.

HMC ROLES AND RESPONSIBILITIES

HMC will serve as the lead organization on this project and have responsibility for oversight of the project. HMC will coordinate with DSHS regarding the above outlined deliverables.

HMC will pay invoices within 30 days of receipt. DSHS will submit invoices to:

Elsa Tamru, Project Director
325 Ninth Ave
Mailbox 359892
Seattle, WA 98104
Phone: 206-744-8516
Fax: (206) 744-8516
tamru@uw.edu