

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
EMPLOYEE ASSISTANCE PROGRAM
AND
SEATTLE COMMUNITY COLLEGE DISTRICT VI**

This Agreement, pursuant to the Interlocal Cooperation Act, chapter 39.34 Revised Code of Washington (RCW) and RCW 41.06.080, is made and entered into by and between the Department of Enterprise Services (DES), Washington State Employee Assistance Program (EAP), and Seattle Community College District VI (Organization).

Organization staff member responsible for management of this Contract is:

Name: David Blake
Telephone Number: 206-934-4136
E-mail Address: Dave.Blake@seattlecolleges.edu
Address: 1500 Harvard Ave.
Siegal Center
Seattle, WA 98122-9917

DES Program Manager responsible for the management of this Contract is:

Name: Harriet L. Loughin
Telephone Number: 1-877-313-4455 extension 1
FAX Number: 360-664-0498
E-mail Address: harriet.loughin@des.wa.gov
Address: PO Box 47540
Olympia, WA 98504-7540

PURPOSE:

The purpose of the Agreement is to allow the DES Employee Assistance Program (EAP) to provide employee assistance services to Organization's employees as described in Section 1.0, *Scope of Services*, in return for financial compensation.

1. SCOPE OF SERVICES

1.1 Assessment and Referral Services

- 1.1.1 EAP shall provide assessment, short-term problem solving, and referral services for each management-referred or self-referred employee, or their family member. EAP will conduct an assessment (1-3 sessions) in person or by telephone, develop an action plan, make referrals to community resources, and conduct follow-up services as necessary.
- 1.1.2 EAP will inform Organization management of employee compliance with formal supervisory and/or formal human resources referrals in accordance with RCW 41.04.730 and the EAP confidentiality policy. Formal referrals are those referrals in which EAP has been notified in advance by the supervisor or

human resources professional that the employee has been referred for job performance problems. Self-referrals are confidential as outlined in the EAP confidentiality policy.

1.2 On-Call (24/7) Telephone Services

EAP provides on-call telephone assessment and crisis counseling services 24 hours/day, 7 days/week, which is accessed through EAP's primary business or toll-free line.

1.3 Workplace Consultations

EAP shall provide consultation to employees, supervisors, managers, leadership, and Human Resource professionals regarding workplace concerns by phone or in person.

1.4 Presentations and Trainings

EAP offers employee orientations, management/supervisor/HR orientations, and a variety of topical educational presentations for staff and for management via webinars and in person.

1.4.1 Organization may participate in unlimited presentations and trainings offered by EAP via webinars, subject to space available. Organization may also request a webinar presentation or training offered by EAP for a specific group of employees or managers to be scheduled at a mutually agreeable time.

1.4.2 EAP shall offer in-person, on-site presentations or trainings at mutually agreed upon dates and times at no additional cost as follows:

- up to 249 employees: in-person trainings not included in rate,
- 250 to 499 employees: 2 training hours per biennium,
- 500 to 999 employees: 4 training hours per biennium,
- 1,000 to 2,999 employees: 6 training hours per biennium,
- 3,000 to 4,999 employees: 10 training hours per biennium,
- 5,000 or more employees: 16 training hours per biennium.

1.4.3 EAP may offer additional on-site presentations as a fee-for-service at \$100.00 per training hour plus travel costs in accordance with published Office of Financial Management travel and per diem rates.

1.5 Critical Incident Management (CIM) Services

As part of this Agreement, EAP will offer CIM services at no additional fee with the following exceptions:

1.5.1 Should EAP need to have an EAP provider travel to another location (i.e., Spokane to Olympia) EAP may charge Organization the state travel/per diem rate for those individuals in accordance with published Office of Financial Management travel and per diem rates.

1.5.2 These services are provided on an "as available" basis. When unable to provide rapid and appropriate response, EAP will decline the request and

provide a listing of independent, trained and qualified CIM providers to Organization. It is the Organization's responsibility to negotiate services and payment to those providers.

1.6 Federal DOT A/D Regulations Training

- 1.6.1. EAP shall provide the mandatory supervisor and employee training required by the Federal DOT Alcohol and Drug Testing regulations at a site specified by EAP and/or negotiated with Organization.

1.7 Organization Employees

1.7.1 Employees Covered

The following Organization employees are covered by this Agreement:

- 238 FT Exempt/Administrative
- 520 Classified
- 337 Faculty

1.7.2 Employees Not Covered

The following Organization employees are not covered by this Agreement:

- Non-permanent

EAP Access by Organization:

All EAP services may be accessed by Organization or its employees by calling the Statewide Toll Free EAP office at 877-313-4455 or 360-407-9490. Organization can refer either through the supervisory process or through employee self-referral. Employee assistance services are also offered to adult household family members of the above covered employees.

Human resource managers and officers, managers, and supervisors may refer employees to EAP for assistance for job performance and job related behavioral problems or to fulfill an employee's request for assistance. Additionally, employees may come to EAP voluntarily or self-refer for assistance.

Program Promotion:

EAP furnishes EAP publications including: posters, brochures, Supervisor's Guide, online newsletter subscriptions, and specialized topics booklets such as: "Guide to Workplace Violence Prevention and Response" as requested. Organization will disseminate the materials to employees and promote the use of EAP. Organization may request EAP to attend health fairs and benefits fairs as available and in accordance with available Presentation/Training hours as listed in section 1.4.2.

Resource Development:

EAP will maintain or locate high quality, cost effective referral resources for all types of treatment and counseling available in the community or region in which the employee works or lives. EAP will conduct the preliminary assessment and refer the client to a community resource for all necessary ongoing treatment or counseling.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2017 and be completed on June 30, 2019 unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

3. COMPENSATION

Compensation for the services provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for service(s) shall be based on the following rates:

- 3.1 Organization shall pay EAP the biennial sum of \$35,478.00 (1095 employees x \$1.35 per employee per month x 24 months) for the performance of all things necessary for or incidental to the work as set forth in Section 1.0, *Scope of Services*, of this Agreement.

There is an additional charge for handouts for all attendees at the Organization's supervisor and/or employee Federal DOT training at the cost of eighteen dollars (\$18.00) per attendee, whether supervisor or employee.

Additional travel costs for CIM in accordance with Section 1.5.1 above will be billed by DES per occurrence, if any.

- 3.2 DES shall submit an invoice to the Organization in the amount of \$8,869.50 on July 1, 2017, \$8,869.50 on January 1, 2018, \$8,869.50 on July 1, 2018, and \$8,869.50 on January 1, 2019 for a total of \$35,478.00 as stated in Section 3.1 above. Organization shall make payment by check, warrant or account transfer within 30 days of receipt of the invoice. Additional to contract costs (i.e., Organization supervisor/employee training, CIM travel expenses) will be billed as services are provided to Organization.

4. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited to the Organization in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, Organization may:

- a. Terminate this Agreement with ten (10) days advance notice. If this Agreement is terminated, the Organization shall be liable only for performance rendered or costs incurred by the Agency, on a prorated basis, in accordance with the terms of this Agreement prior to the effective date of termination. Agency shall refund any prorated unused prepaid amount.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing.

5. MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of 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 of agreement. 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.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. 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 any confidential information 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. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

6. 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.

7. AMENDMENT

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.

8. 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.

9. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar 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.

10. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

11. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

12. ORDER OR PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms 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 local laws, rules and regulations;
- b. Any other provisions of the Agreement, including materials incorporated by reference, if any.

13. 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.

14. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

15. 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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

16. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the

validity of the other terms or conditions of this Agreement.

17. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

18. SITE SECURITY

While on DES/EAP premises, the Organization, its agents, employees, or Subcontractors shall comply with the DES/EAP security policies and regulations.

19. CONTRACT MANAGEMENT

The program 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.

20. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Seattle Community College District VI

By: Shouan Pan

Title: Chancellor

Signature: [Signature]

Date: 6/6/17

State of Washington
Department of Enterprise Services

By: Cindy L. Guertin-Anderson

Title: EAP Director

Signature: [Signature]

Date: 6/8/17

