

No. Agreement Number

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
WASHINGTON STUDENT ACHIEVEMENT COUNCIL
AND**

Name of Agency

THIS AGREEMENT is made and entered into by and between the Washington Student Achievement Council, hereinafter referred to as the "WSAC," and the **Name of Agency** hereinafter referred to as the "**Agency acronym**" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to enable the **Agency acronym** to create a partnership with a health care entity (and other partners, if appropriate) to help develop one or more suicide prevention programs.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The **Agency acronym** shall furnish the necessary personnel, equipment, material(s) and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment B (Statement of Work), attached hereto and incorporated herein. Attachment B includes: **(List documents such as the proposal, proposal addenda, revised proposal, revised budget, etc.)**

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **(beginning date)**, and be completed on **6/30/19**, unless terminated sooner as provided herein or extended at the sole discretion of the WSAC.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of Chapter 39.34 RCW. The parties have determined that the cost of accomplishing the work herein will not exceed **(amount in alpha text)** dollars (**\$(Amount in numbers)**). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Attachment B, which is attached hereto and incorporated herein.

BILLING PROCEDURE

The **Agency acronym** shall submit quarterly invoices to WSAC's program manager, by 30 days after the end of each calendar quarter. Payment to the **Agency acronym** for approved and completed work will be made by warrant or account transfer by the WSAC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. Each invoice will follow a format acceptable to the WSAC and will be accompanied by transaction information that supports invoice charges to the WSAC's satisfaction.

DISALLOWED COSTS

The **Agency acronym** is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors or partnership members.

REPORTING

The **Agency acronym** will submit reports to the WSAC according to the following schedule on forms provided by the WSAC:

Report Name	Time Period Covered by Report	Due Date
Report #1	Project start date – 3/31/19	4/15/19
Report #2	Project start date – 6/30/19	6/30/19

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflects 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 either party, 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 to, 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 ensure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the WSAC. 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 transfer these rights.

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.

INSURANCE

Within 10 working days of execution of this Agreement, the **Agency acronym** will provide a certificate of self-insurance to the WSAC.

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.

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.

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.

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 review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall 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.

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 shall 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 shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules.
- b. This Agreement.
- c. Attachment A – Request for Proposals No. 19-RFP164
- d. Attachment B – Agency acronym's statement of work, including (List documents such as the proposal, proposal addenda, revised proposal, revised budget, etc.).
- e. Any other provisions of the agreement, including materials incorporated by reference.

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.

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.

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.

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 shall be deemed to exist or to bind any of the parties hereto.

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.

The Program Manager for the Washington Student Achievement Council is: [Name, address and phone number]

The Program Manager for Agency Name is: [Name, address and phone number]

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Agency Name

State of Washington
Student Achievement Council

Signature

Signature

Title Date

Title Date

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE