

INTERAGENCY AGREEMENT BETWEEN  
STATE OF WASHINGTON DEPARTMENT OF LABOR & INDUSTRIES  
AND  
UNIVERSITY OF WASHINGTON

THIS INTERAGENCY AGREEMENT BETWEEN STATE OF WASHINGTON DEPARTMENT OF LABOR & INDUSTRIES AND UNIVERSITY OF WASHINGTON (herein referred to as the "Agreement" or the "Contract") is made and entered into by and between the DEPARTMENT OF LABOR & INDUSTRIES, hereinafter referred to as "L&I", and the UNIVERSITY OF WASHINGTON, hereinafter referred to as the "UW", "Contractor", or "Center". L&I and UW enter into this Agreement pursuant to the authority granted by Chapter 39.34 RCW.

**1. PURPOSE**

The overarching goals of the Washington State Department of Labor and Industries (L&I) are to provide the best quality care for our injured workers, to minimize harm, and to return workers to optimal functional recovery. In September 2014, L&I completed an analysis of catastrophically injured workers that included goals and recommendations to support the particular needs of this population of claimants.

Consistent with L&I's long-term strategy of incentivizing Washington's healthcare system to improve outcomes, this Contract establishes a Center of Excellence for Burn Care (Center) to reduce unnecessary disability and incentivize delivery of high-quality, high-value, evidence-based, innovative care for workers with burns.

The Center supports five goals for catastrophically injured workers with burn-related needs covered by Washington State industrial insurance:

1. Assure access to collaborative, evidence based clinical services and expertise for all injured workers with major burns covered by Title 51.
2. Provide necessary specialty care across care environments and throughout the life of the claim.
3. Use brief, validated instruments to collect and analyze baseline and outcomes data to support disability prevention, return-to-work, and improvement in function/quality of life.
4. Develop, promulgate, and maintain evidence-based guidance for medical necessity/utilization of interventions, benefits and services required by burn patients.
5. Support and maintain exchange of information required by the insurer to make equitable and timely adjudicative decisions.

**SPECIAL TERMS & CONDITIONS**

**2. SCOPE OF WORK**

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

**3. PERIOD OF PERFORMANCE**

Regardless of the date of final signature and subject to its other provisions, the intent of the parties is that the period of performance of this Agreement shall start on February 1, 2017, and end on January 31, 2020, unless terminated sooner or extended as provided herein.

This Agreement may be extended in any increments that both parties agree to, but should be reviewed for efficacy no less than every three (3) years.

**4. COMPENSATION**

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 for the initial period of performance shall not exceed \$500,000.00 unless the parties mutually agree to a higher amount.

**5. 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.

**6. 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.

The Contract Manager for UW is:	The Contract Manager for L&I is:
Name: <u>Matt Lund</u>	Denise Santoyo
Title: <u>Director of Contracting</u>	Department of Labor & Industries
Address: <u>325 Ninth Ave</u>	P.O. Box 44321
<u>Box 359951</u>	Olympia, WA 98504-4321
<u>Seattle, WA 98104-2499</u>	Phone: (360) 902-5024
Phone: <u>(206) 744-9753</u>	E-Mail: <a href="mailto:denise.santoyo@lni.wa.gov">denise.santoyo@lni.wa.gov</a>
E-Mail: <u>lundm2@uw.edu</u>	

IN WITNESS WHEREOF, the parties have executed this Agreement.

University of Washington  
 Harborview Medical Center

Paul S. Hayes 2.1.17  
 Signature Date

PAUL S. HAYES, JR.  
 Print Name and Title  
Executive Director

State of Washington  
 Department of Labor & Industries

Leah Hole-Marshall 2/1/17  
 Signature Date

Leah Hole-Marshall, JD  
 Medical Administrator

**ATTACHMENT A**  
**GENERAL TERMS & CONDITIONS**

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**7. DEFINITIONS**

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.

"Data set(s)" shall mean the information requested by L&I that Contractor transmits to L&I in performance of Contractor's obligations under this Agreement.

"Individually Identifiable Health Information" is a subset of health information, including demographic information collected from an individual and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, as set forth in 45 CFR § 164.501 as currently enacted and subsequently amended or revised.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either 42.56 RCW or other state and federal statutes.

"Protected Health Information" means Individually Identifiable Health Information that is transmitted by electronic media, or transmitted or maintained in any other form or medium, as set forth in 45 CFR § 164.501, as currently enacted and subsequently amended or revised.

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Contract under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**8. 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 service(s) described in this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel authorized by either party, the Office of the State Auditor, and federal officials authorized by law. Unless otherwise agreed in the *Certification of Data Disposition* attachment, all books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement. The Office of the State Auditor, federal auditors, and any

persons authorized by either party 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.

#### **9. CONFIDENTIALITY**

To the extent consistent with Washington State law, the use or disclosure by either party of any information concerning the other party for purposes not directly connected with the administration of responsibilities for the services provided under this Agreement is prohibited except by prior written consent of the other party. Each party shall maintain as confidential all information concerning study findings, recommendations, or the business of the other party, its financial affairs, relations with its clientele and its employees, and any other information which may be specifically classified as Confidential Information. Each party shall maintain all information which the other party specifies in writing as Confidential Information, as may be required by law. Each party shall have an appropriate Agreement with its employees and subcontractors to this effect.

#### **10. SAFEGUARDING OF CONFIDENTIAL INFORMATION**

Each Party shall not use or disclose Confidential Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Each Party agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Confidential Information.

Each party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss. Each party shall ensure their directors, officers, employees, subcontractors or agents use it only for the purposes of accomplishing the services set forth in this Agreement. Each party and their Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the other party or as authorized by law. Each party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. The Contractor shall make corrections or amendments to the Personal Information as directed by L&I and incorporate those changes into all the copies maintained by the Contractor or their Subcontractors.

Each party reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used or acquired by the other party through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, Salting. "Salting" is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

Each party shall notify the other party in writing immediately upon becoming aware of any unauthorized access, use or disclosure. Each party shall take necessary steps to mitigate the harmful effects of such use

or disclosure. The party who causes any unauthorized access, use or disclosure is responsible for notification and all associated costs. The details of the notification must be approved by the other party. Each party agrees to defend, protect and hold harmless the other party for any damages related to unauthorized use or disclosure by their officers, directors, employees, Subcontractors or agents. Any breach of this clause may result in termination of the Agreement, suspension of on-line access accounts and the demand for return of all confidential information.

Human Research Review Process: Each party shall protect Confidential Information and comply with state and federal human research review processes, as implemented by the Washington State Institutional Review Board, and defined in chapter 42.48 RCW, if applicable.

#### **11. DATA DISPOSITION**

Upon expiration or termination of this Agreement, each party shall certify the return or destruction of all data sets as described herein (Reference: the *Certification of Data Disposition* attachment) and shall retain no copies. If the parties mutually determine that return or destruction is not feasible, neither party shall use the Confidential Information in a manner other than those permitted or authorized by state and federal laws.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. DISPUTES**

The parties will work together in good faith to resolve any and all disputes between them related to the Agreement (hereinafter referred to as "Disputes") including but not limited to all questions of the existence, validity, scope or termination of the Agreement or any term thereof.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to nonbinding mediation in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see <http://www.adr.org>). If following notice of the Dispute the parties mutually desire to resolve the Dispute through binding arbitration, nothing in this Agreement shall be construed as precluding them from so agreeing.

Any mediation or binding arbitration proceeding under this Agreement shall be conducted in Thurston County, Washington. If the parties are unable to resolve a Dispute through mediation, 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.

#### **17. 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. Terms and conditions contained in this Agreement;
- c. Statement of work; and
- d. Any other provisions of the Agreement, including materials incorporated by reference.

#### **18. 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.

#### **19. 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.

#### **20. RIGHTS OF INSPECTION**

Each party shall provide right of access to the other party, its officers, or any other authorized agent or official of the state or federal government at all reasonable times, in order to monitor and evaluate the following: Performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available

information necessary for the other party to comply with a client's right to access, amend, and receive an accounting of disclosures of their Confidential Information.

**21. SUBCONTRACTING**

With prior written consent, either party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. This clause does not include contracts of employment between a party and their personnel who have been assigned to work under this Agreement. Each party is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

**22. 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.

**23. SURVIVORSHIP**

All services provided pursuant to the authority of this Agreement shall be bound by all the terms and conditions herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms and conditions contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

**24. MEMORANDUM OF UNDERSTANDING (MOU)**

Any instructions that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Agreement, shall be documented by a written, numbered Memorandum of Understanding.

**25. INDEMNIFICATION**

Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, students and/or agents in connection with or incidental to the performance of this Agreement. Neither party will be considered the agent of the other, and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**26. ASSURANCES**

The parties agree that all activity pursuant to this Agreement will be in accordance with all the applicable current or future federal, state, and local laws, rules, and regulations.

**ATTACHMENT A  
STATEMENT OF WORK**

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The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below.

**27. GOALS**

The Center of Excellence for Burn Care supports five L&I goals for catastrophically injured workers with burn-related needs covered by Washington State industrial insurance:

1. Assure access to collaborative, evidence based clinical services and expertise for all injured workers with major burns covered by Title 51.
2. Provide necessary specialty care across care environments and throughout the life of the claim.
3. Use brief, validated instruments to collect and analyze baseline and outcomes data to support disability prevention, return-to-work, and improvement in function/quality of life.
4. Develop, promulgate, and maintain evidence-based guidance for medical necessity/utilization of interventions, benefits and services required by burn patients.
5. Support and maintain exchange of information required by the insurer to make equitable and timely adjudicative decisions.

**28. QUALIFICATIONS**

The Center will meet the following qualifications:

- Is nationally recognized for leadership in burns research, training and practice.
- Has Center physician leaders who are board-certified in surgery, and have both statewide and national recognition as leaders and experts in their relevant field, (e.g., publications, expert panel participations, faculty appointments, research participation, quality improvement participation, etc.) Fellows, residents and key clinical staff may participate under the supervision of a board-certified physician, and do not need to be enrolled in the L&I medical provider network.
  - Center attending providers must be enrolled in the L&I medical provider network, and submit to L&I at the time of Center initiation curricula vitae that describe the qualifications.
  - Names of attending providers in the network who cease to deliver services at the Center shall be transmitted to L&I within ten (10) business days of the conclusion of affiliation.
  - Names and curricula vitae that describe the qualifications of newly affiliated attending providers shall be submitted to L&I within three months of initiating clinical services.
- Has the capacity to provide expert services by physicians, a multi-disciplinary team, or other health care professionals necessary to respond to the complex challenges of a referral.



Typical needs may include expertise in physical therapy, occupational therapy, vocational rehabilitation, mental health, and surgical disciplines such as burns and plastic surgery.

- Has capacity for post-consultation care coordination, planning, and services; which may include tracking, program evaluation, outcomes review, and analysis.
- Has capacity to conduct systematic review of biomedical literature concerning best practices for the care of burn patients.

The services of the Center of Excellence are not intended to replace independent medical examinations (IMEs) that may be requested or ordered by any party.

### **29. SERVICE DESCRIPTION**

This Contract and its provisions, including the Additional Data Handling Requirements (Attachment C), apply only to this Contract's deliverables identified in this statement of work. All reports and deliverables under this Contract will be submitted electronically to L&I.

L&I will refer to the Center select industrial insurance claims (initially with incident claims) for which medical care for burns is necessary. Reimbursement under this Agreement for claimants covered by the State Fund requires either referral or prior-authorization by L&I. Referrals may also come from other sources (e.g., claims covered by a self-insured employer); such referrals do not require authorization from L&I prior to evaluation at the Center. Examples of reasons consultation may be requested include, but are not limited to:

- Medically complex injured workers with burns.
- Impairment ratings.

### **30. THE CENTER WILL**

1. Provide timely, coordinated access to patient-centered, appropriate team-based, multi-disciplinary services that focus on comprehensive assessment, expert analysis, evidence-based treatment for work-related burns that is actively measured, monitored and adjusted to achieve key clinical targets such as return to work. This includes:
  - a. Developing a trusting relationship with injured worker and caregivers through the use of evidence-based and patient-centered engagement methods, such as shared decision making and/or motivational interviewing;
  - b. Actively coordinate care transitions with care team and L&I to the next level of care (including improvement in discharge planning and appropriate delivery of nurse case management services) to catastrophically injured workers with burns;
  - c. Provide assistance, when appropriate, with filing of workers' compensation claims;
  - d. Assess and address the need for assistance with social, personal, or job-related problems and planning for vocational assessment/job retraining/early return-to-work/coordination with L&I or self-insured employers/third party administrators (TPAs). Facilitate access to available community resources and support groups;

- e. If necessary, provide discussion and opinion regarding the work-relatedness of the diagnosis(es) to a more probable-than-not degree of medical certainty;
  - f. Identify comprehensive plan for evidence-based clinical management of identified work-related burns, including appropriate work restrictions and potential accommodations;
  - g. Work closely with the injured worker, as well as the team of primary, specialty, behavioral health and social service providers to assure adherence to the care plan through clear and consistent communication and coordination of efforts that are protocol based.
2. Proactively track injured workers and use outcome measures to support evidence-based, patient-centered care management, treatment and treatment adjustments. Work with L&I to maintain appropriate clinical, process, and patient-reported outcome goals.
  3. Deliver clinical services and track patients using tools that are supplied by L&I or integrate with L&I health information technologies, e.g. the Occupational Health Management System (OHMS).
  4. Provide timely access to injured workers and timely submission of medical documentation and responses to L&I as described below under “deliverables”.
  5. In some cases, attending clinicians from the Center may need to participate in legal proceedings, such as at the Board of Industrial Insurance Appeals (BIIA). In such cases, clinicians’ time is reimbursed at current rates for expert clinical witnesses identified by the state’s Attorney General Office.
  6. Maintain quality improvement initiatives and support developing L&I pilot projects and initiatives to integrate the care of workers with burns with state and community return-to-work resources.

### **31. L&I WILL**

1. Within three (3) business days of determining a patient under the present or future care of the Center qualifies for dedicated L&I catastrophic claim manager and occupational nurse consultant assignments (L&I currently assigns dedicated L&I catastrophic claim managers and occupational nurse consultants only to new claims):
  - a. Share with the Center via OHMS or other electronic means the names and contact information of the dedicated claim manager and nurse consultant assigned to the claim. Center personnel may direct all questions to these L&I employees, who are drawn from the small, defined group of L&I staff responsible for catastrophically injured workers.
  - b. Share with the Center via OHMS or other electronic means the name and contact information of the nurse case manager for the claim (if assigned).
2. Establish no minimum number of referrals. The Center may decline to accept referrals if evaluation would exceed Center capacity to deliver the services described in this Contract.
3. Pay UW according to attachment B and within sixty (60) days of receipt of properly completed invoices as required by RCW 51.36.080(1).

4. Six months after Contract start, facilitate a meeting with Center personnel to review progress and any barriers or concerns identified to strengthen the partnership with the Center and with a goal of identifying opportunities for continuous improvement in either or both L&I or the Center's processes.

### **32. DELIVERABLES**

1. Annual Review
  - a. The L&I program manager and the University of Washington's project manager will help identify the components necessary for inclusion in a brief annual review of Center activities.
2. Labor and Industries will use usual and customary sampling of received medical records to evaluate the timeliness and quality of these deliverables.

### **33. ADDITIONAL PROVISIONS**

1. Providers must generally make an appointment available to workers within fifteen (15) to twenty-one (21) business days of receiving an initial referral for clinical evaluation and management.
2. Providers must prioritize and maintain availability of appointment slots that meet the medical follow-up needs of patients discharged from acute care facilities following a new injury. Generally, this means appointments to patients with such medical indications are available within seven (7) calendar days of discharge.
3. Medical documentation should generally be completed within seventy-two (72) hours of encounter and transmitted (by secure email, surface mail, or through health information exchange) within one (1) business day of finalization.
4. When requested for burn patients who have been evaluated or tracked by the Center, provide job analysis review, generally within ten (10) business days of request.
5. Respond to L&I requests for impairment rating, generally within thirty (30) business days of receiving the request.

### **34. CONSIDERATIONS FOR POTENTIAL FUTURE SERVICES**

While this section doesn't include currently expected services, there is mutual understanding that the Center and L&I will explore future development of the following, to include discussion of payment mechanisms:

1. Initiatives to evaluate and promote access to burn services in underserved/rural areas, such as with a telehealth program.
2. Collaboration with L&I efforts to secure additional funding for occupational health research at the Center.

**ATTACHMENT B  
 BUDGET**

Center of Excellence services are primarily within L&I's currently adopted payment policies and shall be requested and billed according the payment policies and practices as adopted by L&I:  
<http://www.lni.wa.gov/apps/FeeSchedules/>.

The following additional services are not within L&I's current fee schedule and shall be billed as follows:

**Center of Excellence for Burn Care Reimbursement**

Code	Service Description	Maximum Allowable	Limits	Billing Modifier
1158M	Complex Claim Coordination (Initial Comprehensive File Review)	\$500.00	1 time flat fee, requires prior authorization	8N
1151M	OMD Requested Consultation (Follow Up Complex File Review)	\$250.00 / hr	Requires prior authorization	8N
1290M	Center of Excellence Care Management: Initial	\$461.54	Payable once per claim	8N
1291M	Center of Excellence Care Management: Subsequent	\$324.34	Per referral, Requires prior authorization	8N
G9001	Center of Excellence HSC Face-to-Face Initial Evaluation	\$143.29	One per claim	8N
G9002	Center of Excellence HSC Face-to-Face follow-up service hourly	\$127.70 / hr	Billed in 6 min increments, no max per claim	8N
1152M	Center of Excellence HSC Non-face-to-face Initial Evaluation	\$125.00	One per claim	8N
1153M	Center of Excellence HSC Non-face-to-face follow-up service hourly	\$83.40 / hr	Billed in 6 min increments, no max per claim	8N

Fee codes G9001, G9002, 1152M, and 1153M are local codes originally established for the Center of Occupational Health and Education (COHE) program. The maximum allowable amounts listed above shall increase commensurate with the timing and rate of any periodic, cost of living or similar increase to these codes. Notification of rates occurs through the annual fee schedule rate setting process at L&I and are effective July 1 of each year L&I shall also provide Contractor with notification, including the upcoming year rates for G9001, G9002, 1152M, and 1153M by June 1 of each year.

Information on how to bill L&I, including electronic billing information can be found on L&I's website:

<http://www.lni.wa.gov/ClaimsIns/Providers/Billing/BillLNI/Electronic/default.asp>

**ATTACHMENT C**  
**ADDITIONAL DATA HANDLING REQUIREMENTS**

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This Attachment documents the data handling requirements for transferring, accessing and protecting L&I's network and/or data shared under the terms of this Contract.

**DESCRIPTION OF DATA**

Access is granted to UW for catastrophic injury claims that contain data such as medical and billing records. All of the data provided to the Contractor is owned by L&I. In the execution of this Contract, data will be used to provide services as outlined above in the Statement of Work.

Data provided within the context of this Contract may be confidential, private and may contain sensitive details about catastrophic injured workers.

**DATA CLASSIFICATION DECLARATION**

Chapter 51.04 RCW authorizes the department to provide sure and certain relief to injured workers. The department, as a trustee of the medical aid fund has a duty to supervise and secure provision of proper and necessary care that is delivered promptly, efficiently and economically, pursuant to WAC 296-20-024. Information submitted shall be confidential, in compliance with Chapter 70.02 RCW. Data provided by the department under this Agreement is classified as follows:

CONFIDENTIAL

A data classification for data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.

RESTRICTED CONFIDENTIAL

A data classification for the most sensitive medical and business data within the agency. It is Confidential (as defined above); however, with a need for added protection. Its unauthorized access would seriously and adversely impact the organization, its customers, employees or subcontractor(s).

**METHOD OF DATA ACCESS**

The data shall be provided by the Dept. of Labor & Industries/Information Services in the following format:

- Encrypted floppy disk or CD-ROM
- Encrypted electronic-mail
- US or CMS mail
- Secure file transfer
- On-line application
- Network assessment – Occupational Health Management System (OHMS)

- Direct connection to the network – **If checked, describe connection architecture and processes targeted for collecting and/or transmission of agency data over the L&I network.**
- Other: Contractor may have access to the Claim and Account Center (CAC) and LINIIS screens through Secure Access Washington (SAW)

**FREQUENCY OF DATA EXCHANGE**

- One time: data shall be delivered by \_\_\_\_\_ (date)
- Repetitive: frequency or dates (on-going)
- As available

**AUTHORIZED ACCESS TO DATA**

Access to the data is limited to Contractor staff and subcontractor(s) who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the data available, the Contractor shall notify all staff and subcontractor(s) with access to the data of the use and disclosure requirements.

**USE OF DATA**

The data provided shall be used and/or accessed only for the limited purposes of carrying out activities pursuant to this Contract as described herein. The data shall not be duplicated or re-disclosed without the prior written authority of L&I's Contract Manager. The Contractor shall not use the data for any purpose not specifically authorized under the terms of this Contract.

**SECURITY OF DATA**

The Contractor shall take due care to protect the data from unauthorized physical and electronic access, as described in this Contract, to ensure compliance with all appropriate federal laws and applicable provisions of Washington State law.

The handling requirements and protective measures for **(Restricted) Confidential** data while it is in motion and at rest are as follows:

GENERAL ACCESS—Access is based on business need-to-know. It is explicitly authorized by the L&I data owner to specific individuals.

TRANSMISSION OF DATA—

- A) Electronic file transfer— Secure file transfer (encrypted) required.
- B) Transmission by mail—Traceable delivery required (e.g. messenger, federal or commercial courier, certified, return receipt mail).
- C) Transmission by facsimile—prohibited.
- D) Electronic Mail – Encrypted email required.
- E) Portable Storage Media, e.g. CDs, DVDs, USB flash drives, tapes, etc. – encryption required.

PRINT—Store in a secured, lockable enclosure.

**COPYING**— Photocopying only with pre-authorized approval by the L&I Contract Manager. Photocopying minimized and only when necessary. Care must be taken to recover all originals and copies. Extra or spoiled copies must be disposed of properly (see Media Disposal below).

**MEDIA DISPOSAL**—

- A) Printed materials (reports and documents): Destruction is required (recycling is prohibited). Shredding or use of certified, marked and locked bins for shredding is appropriate.
- B) Removable magnetic or optical storage media (tape, diskettes, CDs): Media must be destroyed or deposited in certified bins specifically designated for magnetic media or "cleaned" using a U.S. Department of Defense-standard data cleaning program, and then may be reused.

**PHYSICAL SECURITY OF DATA** —Access to areas containing the data must be physically restricted. Data must be locked when left unattended.

**ELECTRONIC DATA AT REST**—If there is a need for data to be stored on a PC, the Contractor must assure unauthorized access cannot take place, including but not limited to password protection when PC is left unattended. Data stored on non-L&I equipment must be encrypted.

**AUTHENTICATION OF USER IDENTITY**—

- A) Authentication from inside an L&I facility for Contractor staff to access internal LAN and computer systems—requires user ID and password.
- B) Authentication for Contractor staff from a location outside of an L&I facility—strong authentication (e.g., digital certificates, hardware, tokens, biometrics, etc.) is required.

**DATA RECOVERY**—Loss of the data or equipment – Legal notification to L&I's Contract Manager is required.

**DATA DISPOSITION (MEDIA DISPOSAL)**—Upon completion of work, the data collected must be destroyed or returned to L&I. Certification of Data Disposition form (Attachment D) is required.

**SYSTEMS MANAGEMENT**—Contractor shall ensure all systems, including portable systems are maintained with all best security practices including but not limited to up-to-date anti-virus protection, security patches, firewall(s), full disk encryption, etc.

**TERMINATION OF ACCESS**

Each party may at its discretion disqualify an individual authorized by the other party from gaining access to data. Notice of termination of access will be by written notice and become effective upon receipt by the other party. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.

**ATTACHMENT D**  
**CERTIFICATION OF DATA DISPOSITION**

Instructions to Contractor:

Complete this form at conclusion or termination of Contract and return to L&I's Contract Manager.

Date of Disposition \_\_\_\_\_

Data disposition methods used upon expiration or termination of this Contract: (select all that apply).

CHECK THE APPROPRIATE BOX

- All copies of any data sets related to this Contract have been wiped from all data storage systems and media.
- All on-line access accounts related to this Contract have been deleted.
- All printed and hard copy materials and all non-wiped computer media containing any data related to this Contract have been destroyed.
- All copies of data sets related to this Contract that have not been disposed of in a manner described above, have been returned to L&I.
- All copies of any data sets related to this Contract shall be retained for the purposes stated herein for a period of time not to exceed \_\_\_\_\_ (e.g. one year etc.) \_\_\_\_\_, after which all data shall be destroyed or returned to L&I.

I hereby certify, by signature below, that the data disposition requirements as provided in L&I Contract No. **K3584** have been fulfilled as indicated above.

University of Washington

Paul S. Hayes, A      2-1-17  
(Signature)                      (Date)  
PAUL S. HAYES, A  
(Print Name)  
Executive Director  
(Title)