

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

THIS AGREEMENT ("Agreement") is made and entered into by and between the Washington State Health Care Authority, hereinafter referred to as "HCA", and the University of Washington, hereinafter referred to as "UW" a state institution of higher education, on behalf of UW Medicine, (individually a "Party", collectively, the "Parties"), pursuant to the authority granted both by RCW 39.34.

1. PURPOSE

UW Medicine's mission is to improve the health of the public by advancing medical knowledge, preparing the next generation of physicians, scientists and other healthcare professionals, and providing outstanding clinical care. UW School of Medicine ("School"), Harborview Medical Center ("Harborview"), and University Washington Medical Center ("UW Medical Center") are among the component entities of UW Medicine. Various School faculty Healthcare Professionals ("School HCPs") have expertise in certain specialty and sub-specialty areas regarding pain management. School's Department of Anesthesiology and Pain Medicine has developed the UW TelePain program, an audio and videoconference-based consultative knowledge network of School HCP interprofessional specialists with expertise in the management of challenging chronic pain problems. The goal is to increase the knowledge and skills of community practice Healthcare Professionals who treat patients with chronic pain. In addition, various UW Medical Center and Harborview clinical pharmacists ("Hospital Pharmacists") have expertise regarding pain medication management.

The purpose of this Agreement is for UW to create and maintain a telephonic-based consultation service ("Pain Hotline") and access to UW Telepain, providing clinical expertise to attending providers caring for patients with complex pain medication regimens, particularly involving high-dose opioids and potentially dangerous drug combinations.

2. STATEMENT OF WORK

UW 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 set forth in Exhibit "A" attached and incorporated herein.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on October 10, 2016, and expire on 30 June 2018, unless terminated sooner or extended, as provided herein.

4. PAYMENT

Compensation to UW for substantial performance pursuant to this Agreement has been established under the terms of RCW 39.34.130. The Parties have determined that the cost of performance pursuant to this Agreement during the original Period of Performance will not exceed \$1,100,000.00. Payment for satisfactory performance shall not exceed this amount unless the Parties mutually agree to a higher amount. Compensation for performance will be in accordance with the budget in Exhibit "B", which is attached hereto and incorporated herein. HCA will authorize payment only upon satisfactory completion and acceptance of deliverables outlined in the attached Exhibits A and B.

5. BILLING PROCEDURE

UW shall submit invoices to HCA monthly based on the deliverables and payment schedule in Exhibit B. Payment to UW for completed work, the description or contemplation of which is contained in either Exhibit A or B, will be made by warrant or account transfer by the HCA within 30 days of receipt of each invoice. Upon expiration of the Period of Performance, any claim for payment not already made shall be submitted within 30 days.

6. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended only by written agreement executed by both parties.

7. ASSIGNMENT

Regardless of the individual or entity carrying out or completing work contemplated by this Agreement on behalf of, or subcontracted by, UW, any obligation arising from or as a result of 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.

8. 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 HCA is:

Joey Zarate, Medical Assistance Program Specialist 2
CQCT
626 8th Avenue SE
PO Box 45506
Olympia, WA 98504
360-725-9961
jose.zarate@hca.wa.gov

The Program Manager for UW Hospital Pharmacist activities is:

Steve Pickette, Pharm.D., BCPS
Department of Pharmacy Services
Box 359885
Harborview Medical Center
325 9th Avenue
Seattle, WA 98104
206 744 3378
Stevep@uw.edu

The Program Manager for UW School HCP activities is:

Stephanie Kreuter
Administrator, Pain Medicine
Department of Anesthesiology & Pain Medicine
1959 NE Pacific St
Box 356540
Seattle, WA 98195-6540

9. DISALLOWED COSTS

UW is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

10. DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If after five (5) additional Business Days the parties have not resolved the Dispute, it may be submitted by the parties to an agreed upon third party mediator or dispute resolution specialist of any type. Agreement upon such a third-party shall be discussed in good faith and not withheld by either Party unreasonably.

A party's request for a dispute resolution must:

- a) Be in writing;
- b) Include a written description of the dispute;
- c) State the relative positions of the parties, to the extent known, and the remedy sought;
- d) State the Contract Number and the names and contact information for the parties;

This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

11. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

This Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, UW must have a Data Universal Numbering System (DUNS®) number.

Information about Contractor and this Agreement will be made available on www.uscontractorregistration.com by HCA as required by P.L. 109-282. HCA's Attachment 1, Federal Funding Accountability and Transparency Act Data Collection Form, attached hereto, is considered part of this Agreement and must be completed by UW and returned along with the Agreement upon execution of this Agreement.

12. 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. Statement of Work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

13. 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.

14. LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to full payment for any performance completed hereunder, HCA may elect to suspend or terminate the Agreement in whole or in part with a ten (10) business day notice to UW. For purposes of clarification, the salary incurred during the 10-day notice period for UW employees specifically performing services under this Agreement is a non-cancellable cost for which HCA will be responsible. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party. No penalty will accrue to HCA in the event the termination option in this section is exercised.

15. 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.

16. RIGHTS IN DATA

Unless otherwise provided, data unrelated to specific patients or the care or services provided to specific patients 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 HCA. 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.

17. 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.

18. 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. For purposes of clarification, the salary incurred during the 30-day notice period for UW employees specifically performing services under this Agreement is a non-cancellable cost for which HCA will be responsible.

19. 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 receiving 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.

20. TERMINATION FOR CONVENIENCE

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing thirty (30) days' notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. For purposes of clarification, the salary incurred during the thirty (30) day notice period for UW employees specifically performing services under this Agreement is a non-cancellable cost for which HCA will be responsible. No penalty will accrue to HCA in the event the termination option in this section is exercised.

21. 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.

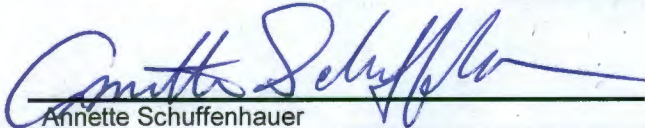
22. ALL WRITINGS CONTAINED HEREIN

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

STATE OF WASHINGTON
HEALTH CARE AUTHORITY

UNIVERSITY OF WASHINGTON


Annette Schuffenhauer

DocuSigned by:

Mark S. Green

Chief Legal Officer

10/20/16

10/20/2016

Title

Date

Vice Dean for Administration & Finance Date
School of Medicine

DocuSigned by:

Cynthia J. Hecker

Cynthia J. Hecker

10/13/2016

Interim Chief Health System Officer
UW Medicine

Date

DocuSigned by:

Michael Crowder

Michael Crowder, M.D., Ph.D.

10/13/2016

Allan J. Treuer Endowed Professor &
Chair, Department of Anesthesiology &
Pain Medicine
School of Medicine

Date

DocuSigned by:

Paul S. Hayes

Paul S. Hayes, RN

10/13/2016

Executive Director
Harborview Medical Center

Date

DocuSigned by:

Geoff Austin

Geoff Austin

10/13/2016

Acting Executive Director
UW Medical Center

Date

DocuSigned by:

Shabir Somani
Shabir Somani

10/13/2016

Chief Pharmacy Officer
UW Medicine

Date

APPROVED AS TO FORM:
ATTORNEY GENERAL'S OFFICE

FOR HCA: (on file)

FOR UW:

DocuSigned by:
Dina L. Yunker 10/13/2016
Dina Yunker, Assistant Attorney General
University of Washington Division

Exhibit A: Statement of Work

Exhibit B: Deliverables and Budget

Attachment 1: Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

EXHIBIT A

STATEMENT OF WORK (SOW)

UW shall provide or arrange for the provision of the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- 1) **Beginning October 10, 2016, maintain and operate the Pain Hotline, which is a telephonic and electronic based medical management consultation program primarily related to pain medication management.**
 - a) **Goal:** Medical providers need to be able to access clinical expertise and consultation when treating patients with complex pain medication regimens, particularly involving high dose opioids and potentially dangerous drug combinations.
 - b) **Principles:** The Pain Hotline program will provide:
 - i) A telephone consultation line, available Monday through Friday, 8 am to 5 pm, providing individualized case consultation for clinicians, staffed by a pharmacist, and/or a physician pain specialist if needed.
 - ii) UW will require intake information, including:
 - (1) Patient demographics
 - (2) Medicaid status
 - (3) Pertinant medical history
 - (4) Current medications
 - (5) PMP record
 - (6) Seattle Pain Center records, if applicable and available
 - iii) Pain Hotline consultations may include:
 - (1) Interpretation of Washington State Prescription Monitoring Program record to provide guidance to primary care providers on urgent dosing;
 - (2) Generation of opioid taper or patient-appropriate plans;
 - (3) Systemic management of withdrawal syndrome;
 - (4) Evaluation and recommendations for non-opioid/adjuvant analgesic treatment;
 - (5) Consultation regarding triage and risk screening for patients' attending providers;
 - (6) Providing resources for support of evaluation of Substance Use Disorders;
 - (7) Provision of education/review of Agency Medical Directors' (AMDG) Interagency Guideline on Prescribing Opioid for Pain and Center for Disease Control (CDC) opioid guidelines;
 - (8) Individualized case consultation for client care and medication management; and
 - (9) As appropriate, provide input/content and connect providers to UW TelePain, which is described in detail below.
- 2) **Beginning January 1, 2017, maintain and operate UW Telepain Sessions, which are collegial interactive videoconferences.**
 - a) UW TelePain Sessions include the following:
 - i) A didactic presentation from the UW Pain Medicine curriculum designed for primary care Healthcare Professionals. Didactic presentations are intended for educational use only, and do not in any way constitute medical consultation or advice related to any specific patient.

- ii) Up to four (4) difficult chronic pain case presentations from community Healthcare Professionals, which generally will be determined on a first-submitted, first-selected basis, but which may be determined based on various aspects of the case. UW will confirm the presentation date with the community Healthcare Professionals.
- (1) Each community Healthcare Professional wishing to present a case at a TelePain Session must submit a Pain Medicine Case Consultation Request Form, which can be found at <http://depts.washington.edu/anesth/care/pain/telepain/TelePain-Consult-Request-Form-Jul-2016.pdf>, by 5:00pm on the Monday prior to the Wednesday Telepain Session. The form may be completed and submitted online or downloaded, completed, and returned via fax or email to:

Sam Galey
Email: telepain@uw.edu
Fax: 206-598-4576

- (2) All personally identifiable health information in the Case Consultation Request Form will be de-identified for the TelePain Session; UW Will assign a confidential ID number to the case. During the TelePain Session, all participants will refer to the patient only by the confidential ID number.
- iii) Interactive consultation regarding the above-described case presentations from/with an inter-professional panel of UW faculty healthcare provider specialists with expertise spanning pain medicine, internal medicine, anesthesiology, rehabilitation medicine, psychiatry, and addiction medicine. Any participant may ask questions during this consultation segment.
- iv) Presentation of measurement-based clinical instruments to assess treatment effectiveness and outcomes for individuals and larger populations.
- b) TelePain Sessions will take place once weekly, for hour-and-a-half sessions. The schedule will be published by UW online. Each community Healthcare Professional who wishes to participate in a TelePain session must submit a registration form, which can be found at <http://depts.washington.edu/anesth/care/pain/telepain/TelePain-Participant-Reg-Form.pdf> (copy attached hereto). The form may be completed and submitted online or downloaded, completed, and returned via fax or email to:

Sam Galey
Email: telepain@uw.edu
Fax: 206-598-4576

- c) Community Healthcare Professionals may participate in TelePain Sessions via telephone, Zoom, or interactive video teleconference. Connection information will be sent out prior to each TelePain Session.
- d) Other UW TelePain activities will include:
 - i) Communication and provider outreach advertising UW Telepain to community healthcare Professionals, with initial contact information and suggestions provided by HCA;
 - ii) Solicitation to providers to submit case consultation via announcement at UW TelePain Session; and
 - iii) Offering Continuing Medication Education (CME) credits for attending healthcare Professionals.
- 3) **Process. To validate the effectiveness and use of the telephone/webinar based consultation outreach program, UW will:**
 - a) Generate reports to include:
 - i) Documentation and aggregate data:
 - ii) Volume of telephone consultation calls;

- iii) Number of unique patients receiving case consultation, differentiating between telephonic and webinar;
 - iv) Number of providers participating in webinar; and
 - v) Slides from webinar presentations.
- b) UW will create an intake form used for the Pain Hotline that identifies:
- i) Length of call;
 - ii) Time of day of call;
 - iii) Location of caller participant (county/type of clinic);
 - iv) Categorical nature of need;
 - v) Caller satisfaction;
 - vi) Medicaid status of caller's patient; and
 - vii) Payer type (eg. Commercial, Medicare, or Medicaid, etc)
 - viii) Maintain archive of past webinars; and
- c) After four (4) months of operation, UW will conduct a survey, built and administered by the UW, for providers to determine if needs are being met.

EXHIBIT B

DELIVERABLES AND BUDGET

1) Telephone Consultation Hotline

Available Monday through Friday, 8:30 am to 4:30 pm, excluding Holidays (New Year's Day; Martin Luther King Jr.'s Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Break, fourth Thursday and Friday in November; and Christmas Day)

- a) 1.5 Pharmacist FTE: \$4,875/week
- b) 0.35 Pain Specialist MD: \$3,500/week

Any changes to staffing or availability will be agreed to in a written amendment to this Agreement.

2) Telepain Video Consultation Webinar

Administered once per week – with Case Review. Available 1 January 2017 until terminated as provided in Sections 18-20 of the main Agreement.

- a) \$13,486.46/month
- b) \$1,200.00/annual fee for CME credits, payable annually during the term of the Agreement.

See attached detailed budget on the following page of this Exhibit B.

3) Reports

UW will provide service statistics and satisfaction reports for the Pain Hotline and Telepain in a mutually agreed upon format monthly.

TELEPAIN BUDGET

Category	Monthly costs (assumes 4 sessions per month)	Explanation
Faculty		
Internal Medicine/Pain Medicine, MD	\$1,926.49	1.5 hour session and .5 hour case preparation for faculty member with expertise in internal medicine and pain medicine
Anesthesia, MD	\$1,138.14	1.5 hour session and .5 hour case preparation for faculty member with expertise in Anesthesiology
Psychiatry, MD, PhD	\$1,127.70	1.5 hour session and .5 hour case preparation for faculty member with expertise in Psychiatry
Rehab Medicine, MD	\$1,070.27	1.5 hour session and .5 hour case preparation for faculty member with expertise in Rehabilitation Medicine
Addictions Medicine, MD	\$1,023.28	1.5 hour session and .5 hour case preparation for faculty member with expertise in Addictions Medicine
<i>Total Faculty Support</i>	<i>\$6,285.88</i>	
Staff Support		
Telehealth Coordinator (30%)	\$1,490	Telehealth coordinator to work with HCA team to secure community cases, work with UW faculty on program coordination including CME set up and monitoring, and session support
Telehealth IT Coordinator (25%)	\$2,069	IT coordinator to work with faculty, UW IT and community to ensure technical capacities
<i>Total Staff support</i>	<i>\$3,558</i>	
Facility and Administration Fee	\$3,642.33	Overhead costs including facility and a/v use, supplies including paper, copying/scanning, etc.
Total Monthly Fees	\$13,486.46	
Other fees		
CME Accreditation	\$1200.00	Annual fee

Attachment 1

Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Required Information about your organization and this contract will be made available on USASpending.gov by the Washington State Health Care Authority (HCA) as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required by both HCA and your organization. You may register with CCR on-line at <https://www.uscontractorregistration.com/>.

Contractor must complete this form and return it to the Health Care Authority (HCA).

CONTRACTOR

1. Legal Name	2. DUNS Number												
3. Principal Place of Performance													
3a. City	3b. State												
3c. Zip+4	3d. Country												
4. Are you registered in CCR (https://www.uscontractorregistration.com/)? <input type="checkbox"/> YES (skip to page 2. Sign, date and return) <input type="checkbox"/> NO													
<p>5. In the preceding fiscal year did your organization:</p> <p>a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and</p> <p>b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and</p> <p>c. The public does not have access to information about the compensation of the executives through periodic reports filled with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330</p> <p><input type="checkbox"/> NO (skip the remainder of this section - Sign, date and return)</p> <p><input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).</p>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name Of Official</th> <th style="width:30%;">Total Compensation</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr><td>5.</td><td></td></tr> </tbody> </table>		Name Of Official	Total Compensation	1.		2.		3.		4.		5.	
Name Of Official	Total Compensation												
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<p>Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c)(2)).</p>													

By signing this document, the Contractor Authorized Representative attests to the information.

Signature of Contractor Authorized Representative	Date
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HCA will not endorse the Contractor's compensation under this Agreement until this form is completed and returned.

FOR HEALTH CARE AUTHORITY USE ONLY

HCA Contract Number: _____
Contract Project Description (see instructions and examples below)

Instructions for Contract Project Description:

In the first line of the description provide a title for the contract that captures the main purpose of the Contractor's work. Then, indicate the name of the Contractor and provide a brief description that captures the overall purpose of the Contract, how the funds will be used, and what will be accomplished.

Example of a Contract Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.