

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

This Agreement is made and entered into by and between the Department of Labor & Industries, hereinafter referred to as L&I, and the

University of Washington

325 9th Ave, Seattle WA 98104

Telephone: 206-744-4346

E-mail: ccarrie@uw.edu

Hereinafter referred to as the UW.

PURPOSE

The purpose of this Agreement is to establish a Chemically Related Illnesses (CRI) Center aimed at improving health care access and assessment for CRI for injured workers. The nature of CRI exposures and illnesses requires multifaceted specialty resources to perform complex exposure assessment, guide objective diagnosis and causation analysis, and offer appropriate treatment and follow-up. The Center will collaborate with Labor and Industries (L&I) to offer and further develop program and outcomes evaluation as necessary.

The CRI Center is dedicated to providing patients with timely, comprehensive, and coordinated services for typically complex illnesses. To support highest quality, comprehensive care, CRI Centers are focused on identifying and implementing evidence-based best practices, and supporting research, quality improvement, and/or training for the focus area.

IT IS MUTUALLY AGREED THAT:

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 identifiable Information, agency source code or object code, and agency security data.

"Data Breach" *The intentional/unintentional compromise of protected data to an unauthorized entity.*

"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 identifiable 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.

STATEMENT OF WORK AND ADDITIONAL DATA HANDLING REQUIREMENTS

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 exchange of data. This documents the statement of work and security requirements for transferring, accessing and protecting L&I's network and/or data shared under the terms of this Agreement.

DESCRIPTION OF DATA

Access is granted to University of Washington Harborview Medical Center to claims data including all data available in the claim and account center (CAC), such as injured worker name, address, social security number, claim history, employment history, and medical history. In the execution of this Agreement, data will be made accessible to Harborview Medical Center physicians and medical staff to the claim and account center (CAC) for the purposes of reviewing and submitting medical information.

Data provided within the context of this Agreement may be confidential, private and may contain sensitive details about a worker's medical history.

DATA CLASSIFICATION DECLARATION

Data described in this data sharing agreement is assessed to be in the following data (confidentiality) classification:

CHECK THE APPROPRIATE BOX

Data Classification Standards

PUBLIC

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

SENSITIVE INFORMATION

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

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 business partners.

METHOD OF DATA ACCESS OR TRANSMISSION

CHECK THE APPROPRIATE BOX

Method of Access/Transfer

The data shall be provided by the “(e.g., state agency/business unit)” in the following format:

- Encrypted CD-ROM/portable storage device
- Encrypted electronic-mail
- US or CMS mail (Traceable delivery required (e.g. messenger, federal or commercial carrier, certified, return receipt mail).
- Secure file transfer (Secure file transfer (encrypted) required)
- On-line application
- Network assessment
- Direct connection to the network – Claims data including all data available in the claim and account center (CAC), such as injured worker name, address, social security number, claim history, employment history, and medical history
- Transmission by facsimile— Transmission by fax is sent to imaging.
- Other <Describe> _____ Confidential Fax (RightFax)

Frequency of Data Exchange

- One time: data shall be delivered by _____ (date)
- Repetitive: frequency or dates _____
- As available-

Contractor-owned Hardware requirements

Contractor-owned hardware used to provide services under this Contract must, at a minimum utilize: encrypted drive(s), host-based firewall and anti-malware, up-to-date patching of operating system and application software.

AUTHORIZED ACCESS TO DATA

Access to the data is limited to individual agency staff and business partners 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 Receiving Organization shall notify all staff with access to the data of the use and disclosure requirements and obtain their signature on the attached **Attachment C Confidentiality Statement and Non-Disclosure** document.

NON-DISCLOSURE OF DATA

Individuals will access data gained by reason of this Agreement only for the purpose of this Agreement. Each individual with data access shall read and sign a Confidentiality Statement and Non-Disclosure, prior to accessing the data. Copies of the signed forms shall be sent to the L&I Contract Manager, who will distribute them as appropriate. Granting access to any identifiable data to a person without a form on file may, at L&I's discretion, be cause for terminating the Agreement.

USE OF DATA

The data provided by either party shall be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement and as described in the Statement of Work. The data shall not be duplicated or disclosed without the prior written authority of the other party. Each party shall not use the data provided for any purpose not specifically authorized under this Agreement or described in the Statement of Work.

Shared data will be used by Harborview Medical Center for the purpose of medical assessment and for the determination of claim validity.

The party to this Agreement that receives personal identifiable information from another state agency must protect it in the same manner as the original agency that collected the information pursuant to RCW 51.28.070.

RIGHTS IN DATA

The Department of Labor and Industries & the state of Washington shall be the copyright owner, for all purposes under Title 17 U.S.C., of all data which originates from this Agreement. 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 use, copyright, patent, register and the ability to transfer these rights

SECURITY OF DATA

Each party shall take due care to protect the shared data from unauthorized physical and electronic access, as described in this Agreement, to ensure the parties are in compliance with all appropriate federal laws and applicable provisions of the State of Washington Office of the Chief Information Officer (OCIO) security standards.

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

1. GENERAL ACCESS—

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

2. PRINT—

Store in a secured, lockable enclosure.

3. 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).

4. 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.

5. PHYSICAL SECURITY OF DATA —

Access to areas containing the data must be physically restricted. Data must be locked when left unattended.

6. ELECTRONIC DATA AT REST—

If there is a need for data to be stored on a PC, the Receiving Organization 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.

7. AUTHENTICATION OF USER IDENTITY—

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

8. 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.

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

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, the period of performance of this Agreement shall commence on **May 1, 2023** and shall end on **April 30, 2026** unless terminated sooner or extended, as provided herein. This Agreement may be extended in any increments both parties agree to, but should be reviewed for efficacy no less than every three (3) years.

L&I's Contract Manager shall complete a Periodic Performance Report, see Attachment E at least annually or at the end of each project or deliverable.

PAYMENT

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 shall not exceed **\$100,000** Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree 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 in accordance with the *Budget, Attachment D*, attached hereto and incorporated herein.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records and data, regardless of format 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. The records and data 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, *Certification of Data Disposition, Attachment D* all records and data, 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 data, regardless of format, 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.

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 authorized subcontractor staff with access to this effect.

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.

RCW 43.17.425 prevents Washington state agency funds from being used to cooperate or assist in the investigation or enforcement of federal registration, surveillance programs or any other law, rule, or policy that targets Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin.

Each party recognizes the other agency's responsibilities as outlined in RCW 43.17.425. It is possible that data provided or derived from this Contract may be requested or required by an entity which is not a party to the Contract. If a third-party disclosure is requested or required, Contractor and its employees or agents shall take all steps necessary to ensure that the only data shared, transferred, or allowed to be accessed will be restricted to data allowed to be shared, as defined in all applicable laws including the Department's responsibilities in RCW 43.17.425.

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 Receiving Organization shall make no changes to L&I data without the express written consent of the Contract Manager.

Any transmission, storage, or transportation of L&I data or information outside the U.S.A is prohibited without prior express written authorization from the L&I Contract Manager.

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.

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.

DATA BREACH AND OBLIGATIONS

The breach, unauthorized access, use, disclosure or potential compromise of data shared under this Agreement must be reported to L&I Privacy officer at Privacyofficer@lni.wa.gov within one (1) business day of discovery. The Receiving Organization must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or L&I including but not limited to RCW 42.56.590. The negligent party is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by the other party.

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. Termination of access of one individual by L&I does not affect other individuals authorized under this Agreement.

UNAUTHORIZED DISCLOSURE OF DATA

If the Providing Organization reasonably believes that the Receiving Organization has failed to comply with any of the terms of this Agreement, the Providing Organization shall notify the Receiving Organization of the perceived problem or problems and propose a plan to address such problems. Notice will be provided even if the perceived problem or problems do not rise to the level of a security breach as described in

Washington state law, and will be provided in addition to any other notices required by law or administrative rule. Such notice may include a proposal to immediately terminate this Agreement. If this Agreement is terminated for unauthorized disclosure of Data or any Data breach, the Receiving Organization will immediately return all Data provided to it pursuant to this Agreement or make alternative disposition of such Data in a manner approved in advance and in writing by the Providing Organization. The Receiving Organization will terminate access to all Data provided to it pursuant to this Agreement. The exercise of remedies pursuant to this paragraph does not limit the ability of the Providing Organization to pursue sanctions or any remedies provided by law.

NO GUARANTEE OF ACCURACY

L&I does not guarantee the accuracy of the data provided. L&I does guarantee that the data was obtained according to applicable laws.

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: *Certification of Data Disposition*, **Attachment D** and shall retain no copies

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.

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

The parties agree that in the event an issue or problem arises related to the performance of work under this interagency agreement the designated contract managers or their delegates will act in good faith and make best efforts to resolve the matter. If resolution is not achieved, the contract managers or their delegates will escalate the matter to the appropriate level of management authority. If resolution is still not achieved, the **Disputes** provision of this interagency agreement may be invoked by either party.

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.

GOVERNING LAW

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 and L&I policy. 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:

1. Applicable state and federal statutes, rules and L&I policy;
2. Statement of work; and
3. 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.

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.

SUBCONTRACTING

The Receiving Party will not enter into any Subcontract without the express, written permission of L&I. If data access is to be provided to a Subcontractor under this Agreement, the Receiving Party must include all of the Data security terms, conditions and requirements set forth in this IAA in any such subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of the receiving party to L&I for any breach in the performance of the Receiving Party's responsibilities. Each party is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

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 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.

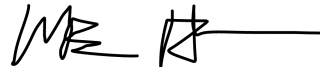
The Contract Manager for the _____ is:	The Contract Manager for L&I is:
Carrie Barbee, Health Services Manager University of Washington – Harborview Box 359860 Seattle, WA 98104 OFFICE: 206-744-4346 FAX: 206-744-3556 EMAIL: ccarrie@uw.edu	Edward Kelley, Medical Program Specialist Department of Labor and Industries PO Box 44321 Olympia WA 98504-4321 Phone: (360) 902-4839 E-Mail: Edward.kelley@lni.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington

State of Washington
 Department of Labor & Industries

DocuSigned by: (State Agency Name)
 2/23/2023
 2C5C4EABB8134B0... (Signature) (Date)

 3/1/23
 Mike Ratko (Date)
 Assistant Director

Sommer Kleweno-Walley
 (Print Name)

APPROVED AS TO FORM ONLY

Chief Executive Officer
 (Title)

APPROVAL ON FILE _____ October 2019
 Dane Henager
 Assistant Attorney General

911631806
 (Federal Identification Number)

ATTACHMENT A

STATEMENT OF WORK

1) Qualifications

The Center for Research and Clinical Assessment of Chemically Related Illness (CRI) at the University of Washington will meet the following qualifications:

- a. Physicians must be in the L&I Provider Network, and industrial hygienists must have a provider number in order to bill and receive reimbursement for services under this Contract.
- b. Is recognized for leadership in occupational and environmental medicine research, training, and practice.
- c. UW physicians who complete deliverables under this contract are board certified in their specialty or board eligible with board certification obtained within one year of starting work at the clinic; physician residents and fellows may participate under the supervision of a board certified physician. Affiliated expert physicians and allied staff must be recognized experts in their fields.
- d. Has the capacity to provide expert services by physicians, a multi-disciplinary team, qualified consultants or other health care professionals necessary to respond to the complex challenges of a referral. Typical CRI needs may include board certified experts in: pulmonology, dermatology, allergy, occupational medicine, neurology, immunology, internal medicine, gastroenterology, otolaryngology, or psychiatry, and providers licensed in clinical psychology and/or neuropsychology.
- e. Has an expert, Certified (by the American Board of Industrial Hygiene) Industrial Hygienist(s) (CIH) with qualifications to perform clinical evaluations and exposure assessment, and document review for occupational and environmental assessments.
- f. Has capacity for post-consultation care coordination, planning, and transition to community-based services.

2) Services

- a. Description

This Contract and its provisions apply only to the CRI deliverables identified in this Statement of Work.

Using the criteria outlined in the 1995 *Final Inter-Agency Report on Chemically Related Illness (CRI)* legislative report, L&I and the UW define chemically related illness as “Any illness that is known to be, or reasonably suspected to be, caused or substantially worsened by exposure to chemicals in the workplace or other environments.” Relative to that definition, L&I and the UW mutually agree that L&I will pay for services related to only workplace exposures under this Contract, and that this Contract does not limit the UW’s

ability or obligation to provide services outside of this Contract related to non-workplace exposures.

L&I will refer chemically related illness and/or potential chemical exposure claims to the UW for consultation. The UW may also request authorization from L&I to evaluate patients under this interagency agreement.

For example, patients will include but not be limited to the following list of contended exposures or contended diagnoses:

- Toxic / heavy metal exposures, including beryllium
- Occupational asthma
- Occupational solvent exposure
- Pneumoconiosis
- Occupational cancer

Consultation is often done when there is a need for industrial hygiene services, complex exposure assessment, or complex causation analysis following contended chemical exposure or chemically related illness. The goal of consultation and assessment is to provide the most objective, credible, unbiased assessment of the CRI; it is not intended to replace independent medical examinations (IMEs) that may be requested or ordered by any party.

- b. The UW will:
- i. Contact the injured worker within seven (7) days of referral and schedule appropriate appointments for a comprehensive CRI examination, assessment and diagnostic work-up. For new cases, or cases emerging as part of a new cluster of potential CRIs, the UW will make best efforts to schedule first appointment within thirty (30) days of the date the UW receives the referral. If there is a delay in scheduling within this time frame, the UW clinic will promptly notify L&I.
 - ii. The initial patient examination assessment must include:
 - a. Comprehensive health history, including occupational, social, and mental health components
 - b. Plan for diagnostic work-up
 - c. Comprehensive clinical exposure assessment, sufficient to produce the deliverable, conducted by a Certified Industrial Hygienist, as needed.
 - iii. Complete a final CRI report.
 - a. The UW will make best efforts to submit a final report within sixty (60) days of referral. If outstanding data or diagnostic information are pending, a communication must be submitted to the claim manager and occupational nurse consultant about the missing information and estimated time to receive data and complete report. If information is not able to be obtained despite a request to the source (e.g., proprietary trade secrets an employer is not willing to share), L&I and

the UW will mutually identify an approach to complete the report without the data, or with use of comparable information.

- iv. The final CRI report must include all of the following elements, or a note that the element is not applicable:
- a. Presenting symptom(s)
 - b. History of present illness
 - c. Occupational history, including description of chemical exposure(s) and any exposure history assessment performed by the Certified Industrial Hygienist
 - d. Comparison of current health status to health status prior to date of first exposure
 - e. Current work status, including date patient stopped work and efforts to return to work
 - f. Summary of past medical history
 - g. Allergies
 - h. Social history (including tobacco, drug, and alcohol use history).
 - i. Family history
 - j. Physical examination, including pertinent objective findings
 - k. Diagnostic studies and results
 - l. Diagnosis(es) that identify all recognized medical conditions
 - m. Discussion and opinion regarding the work relatedness of the diagnosis(es) to a more probable-than-not degree of medical certainty, including epidemiologic evidence as necessary to support the opinion with complete citations that are the basis for the decisions present in the report
 - n. Recommendations for clinical management of identified medical conditions, including appropriate work restrictions and potential accommodations

3) Notification of exposures of public health significance

In the course of performing these clinical services, providers may learn of chemically related exposures that are of public health significance for additional individuals or groups not included in the sentinel evaluation. Such exposures may be either occupational or environmental in nature. The UW shall make best efforts to promptly report such occupational exposures or case clusters of public health significance to the L&I Office of the Medical Director. The UW shall make best efforts to promptly report such environmental exposures or case clusters of public

health significance to the Department of Health. Nothing in this section shall be construed to alter or diminish the requirements of WAC Chapter 246-101¹—Notifiable Conditions.

4) Problem Resolution

Prior to relying on the **Disputes** provision of this agreement, the parties agree that in the event an issue or problem arises related to the performance of work under this interagency agreement the designated contract managers or their delegates will act in good faith and make best efforts to resolve the matter. If resolution is not achieved, the contract managers or their delegates will escalate the matter to the appropriate level of management authority. If resolution is still not achieved, the **Disputes** provision of this interagency agreement may be invoked by either party.

¹ <http://app.leg.wa.gov/WAC/default.aspx?cite=246-101>

ATTACHMENT B
BUDGET

For the performance of all things necessary for or incidental to the performance of work as set forth in ***Attachment A – Statement of Work***, and in accordance with the *Budget Table* below. These amounts are subject to change based on funding availability. CRI 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:

Code	Service Description	Fee	Requirements
0566C	Final written Chemically Related Illness Report	\$901.41	1 Per claim
0571C	CRI Complexity Code	\$500	1 Per Claim
1055M	Occupational Disease History Report	\$215.60	1 Per Claim

Code	Service Description	Fee	Requirements
9915M	Ind Hygienist Office Visit	\$217.65	Limit once per day per claim. Bill for routine follow-up office visits with the worker.
9916M	Ind Hygienist Daily Phone Calls	\$77.03	Limit once per claim per day. Use for communicating with employers, other providers, the worker, etc.
9917M	Ind Hygienist Consultation	\$374.77	First visit code, intake and initial assessment. Limit to once per life of the claim. (Cannot be billed with the 9915M code)

L&I shall NOT be responsible for any additional costs or expenses incurred by Contractor in the performance of work described in this Agreement; which include but are not limited to travel, lodging, meals, and other miscellaneous expenses. Compensation for a deliverable shall be up to, but shall not exceed, the budgeted cost for a deliverable regardless of hours worked or other expenses related to a deliverable.

BILLING DETAIL

No payment in advance or in anticipation of services or supplies under this Contract shall be made by L&I. Claims for payment submitted by the Contractor to L&I for costs due and payable under this

Contract that were incurred prior to the expiration date shall be paid to the Contractor, if received by L&I within one (1) year from date of service.

Billing must be submitted for each claim number (one claim per billing) and contain the claim number, injured worker's name, date of service, procedure code(s) and authorized amount. Billing must be submitted electronically using Provider Express Billing (PEB). L&I will pay the Contractor within thirty (30) calendar days of submission of billing through Provider Express Billing (PEB).

Contractor shall use the billing code(s) identified in the code table above. Contractor will be reimbursed per the rate identified in the code table above.

FUNDING CONTINGENCY

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 normal completion, either party may;

- Terminate this Agreement without advance notice subject to renegotiation under those new funding limitations and conditions or
- After a review of project expenditures and deliverable status, extend the end date of the Agreement and postpone deliverables or portions of deliverables. Such extension shall be at the exclusive option of L&I and shall be effected by L&I giving written notice of extension to University of Washington-Harborview not less than thirty (30) days prior to the expiration date of the then current term of this Agreement. No change in terms and conditions shall be permitted during the extension unless specifically set forth in the Agreement and the total compensation shall remain firm and fixed.

**ATTACHMENT C
CONFIDENTIALITY STATEMENT AND NON-DISCLOSURE
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
AND**

Receiving Organization

Before you are allowed access to the information in the data, you are required to understand and sign the following statement:

As an employee or agent of the Receiving Organization, I have access to information provided by the Department of Labor & Industries (L&I). This information is confidential, and I understand, I am responsible for maintaining this confidentiality. I also understand, the information may be used solely for the purposes of work under the above reference contract.

I have been informed and understand all information related to this DSA (Data Sharing Agreement) is Confidential or Restricted Confidential, is protected under RCW 51.28.070 and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.

I also understand that I am not to access or use this information for my own personal information, but only to the extent necessary and for the purpose of performing my assigned duties as an employee of the Receiving Organization under this DSA

I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this DSA

Employee

I have read and understand the above Notice of Nondisclosure of information.

Supervisor

The employee has been informed of their obligations including any limitations, use or publishing of confidential data.

Signature _____
Printed Name _____
Organization _____
Job Title _____
Email Address _____
Date _____

ATTACHMENT D
CERTIFICATION OF DATA DISPOSITION

Instructions: This form must be completed upon termination or expiration of the Agreement and returned to the L&I Contract Manager.

Date of Disposition _____

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

CHECK THE APPROPRIATE BOX

- All copies of any data sets related to this data sharing Agreement have been wiped from all data storage systems and media.
- All on-line access accounts related to this data sharing Agreement have been deleted.
- All printed and hard copy materials and all non-wiped computer media containing any data related to this data sharing Agreement have been destroyed.
- All copies of data sets related to this data sharing Agreement that have not been disposed of in a manner described above, have been returned to the L&I.
- All copies of any data sets related to this data sharing Agreement shall be retained for the purposes stated herein for a period of time not to exceed the record retention schedule of the contracts, after which all data shall be destroyed or returned L&I.

I hereby certify, by signature below, that the data disposition requirements as provided in L&I Contract No. K5069, have been fulfilled as indicated above.

State of Washington


(State Agency Name)

(Signature) (Date)

(Print Name)

(Title)

**ATTACHMENT E
 PERIODIC PERFORMANCE REPORT**

 Washington State Department of Labor & Industries ATTACHMENT E, PERIODIC PERFORMANCE REPORT		L&I CONTRACT NO.			
		K5069			
L&I's Contract Manager may initiate this form at any time (periodically). <input type="checkbox"/> Interim <input type="checkbox"/> Final		CONTRACTOR'S NAME			
PREPARED BY <L&I Contract Manager> DATE PREPARED PHONE NO. E-MAIL First.last@lni.wa.gov		CONTRACTOR CONTACT			
		PERIOD OF PERFORMANCE MEASURED			
		START DATE		END DATE	
SECTION 1 - RATINGS					
RATING					
Please rate your experience by placing an "☒" in the appropriate column 1 (Did Not Meet Expectation), 2 (Met Expectation), 3 (Exceeded Expectation), or N/A (Not Applicable)					
	N/A	1	2	3	
1. Contractor's overall expertise and use of effective project management skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Performed statement of work/technical specification requirements to agency expectation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Performed technical work using approved standards, tools and methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Performed work within project schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Performed work within project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Demonstrated professional communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Provided accurate and properly constituted invoicing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Provided timely response and resolution to any problem or issue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Overall satisfaction with the quality of contract work and conduct of the contractor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	YES	NO			
10. Did Contractor complete all work (projects, deliverables, etc.) specified in the Contract/ Order?	<input type="checkbox"/>	<input type="checkbox"/>			
11. Would you recommend this Contractor?	<input type="checkbox"/>	<input type="checkbox"/>			
SECTION 2 - L&I'S NARRATIVE					
It is the purpose of this Contract/Order to <u>(e.g., provide, obtain, etc.)</u>					
1.) <u>THE CONTRACTOR WAS VERY GOOD IN THE FOLLOWING AREAS/SKILLS:</u> 2.) <u>THE CONTRACTOR NEEDS IMPROVEMENT IN THE FOLLOWING AREAS/SKILLS:</u> 3.) <u>PLEASE ELABORATE ON ANY AREAS IN SECTION 1 ABOVE WITH A RATING OF "1":</u> 4.) <u>ADDITIONAL COMMENTS, IF ANY ON OVERALL PERFORMANCE OR OTHER APPLICABLE ISSUES:</u>					
SECTION 3 - CONTRACTOR'S COMMENTS					
Brief comments/suggestions from the Contractor for L&I's Contract Manager or L&I management.					