

	INTERAGENCY AGREEMENT AMENDMENT	HCA Contract No.: K1926 Amendment No.: 3
THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME University of Washington	CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 1959 NE Pacific Street Seattle, WA 98195		

WHEREAS, HCA and Contractor previously entered into an October 16, 2016 Interagency Agreement for creation and maintenance of the "Pain Hotline" and access to UW Telepain, which has been amended twice effective July 1 and July 18, 2017, and;

WHEREAS, HCA and Contractor wish to further amend the Interagency Agreement pursuant to Section 6;

NOW THEREFORE, the Parties agree that the Interagency Agreement is further amended as follows, effective November 1, 2017:

1. All budget amounts listed in the new/amended Exhibit B, Deliverables and Budget, as set forth in Amendment 2, are considered effective for services under the Interagency Agreement as of July 1, 2017.
2. The Parties agree that the attached budget reconciliation/redistribution spreadsheet sets forth an appropriate budget-neutral payment vs. invoice redistribution for July through October 2017, according to the revised Exhibit B budget amounts referenced in Paragraph 1 above. Contractor will issue a revised invoice for October 2017 to HCA, in the amount set forth in the attached budget reconciliation/redistribution spreadsheet.
3. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Interagency Agreement.
4. All other terms and conditions of the Interagency Agreement remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by HCA.

<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>Mark S. Green</i> E5A9D16F211D46D...</p>	<p>PRINTED NAME AND TITLE</p> <p>Mark S. Green Vice Dean for Administration & Finance School of Medicine</p>	<p>DATE SIGNED</p> <p>1/12/2018</p>
<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>Lisa Brandenburg</i> 1BA81732E5CE424...</p>	<p>PRINTED NAME AND TITLE</p> <p>Lisa Brandenburg Chief Health System Officer, UW Medicine Vice President for Medical Affairs, UW</p>	<p>DATE SIGNED</p> <p>1/16/2018</p>
<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>C. Michael Crowder</i> 8D1829139F924BE...</p>	<p>PRINTED NAME AND TITLE</p> <p>C. Michael Crowder, M.D., Ph.D. Allan J. Treuer Endowed Professor & Chair, Department of Anesthesiology & Pain Medicine School of Medicine</p>	<p>DATE SIGNED</p> <p>1/12/2018</p>
<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>Geoff Austin</i> AD1E12E10BB6463...</p>	<p>PRINTED NAME AND TITLE</p> <p>Geoff Austin Executive Director UW Medical Center</p>	<p>DATE SIGNED</p> <p>1/22/2018</p>
<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>Shabir Somani</i> 66E877DDE46B4AA...</p>	<p>PRINTED NAME AND TITLE</p> <p>Shabir Somani Chief Pharmacy Officer UW Medicine</p>	<p>DATE SIGNED</p> <p>1/19/2018</p>
<p>HCA SIGNATURE</p> <p>DocuSigned by: <i>Annette Schuffenhauer</i> 4E259ECAE7C2450...</p>	<p>PRINTED NAME AND TITLE</p> <p>Annette Schuffenhauer Chief Legal Officer</p>	<p>DATE SIGNED</p> <p>1/24/2018</p>

BUDGET RECONCILIATION/REDISTRIBUTION: JULY THROUGH OCTOBER 2017

Paid to UW

	Pain Hotline (pharm)	Pain Hotline(Anesth)	TelePain	Total Paid
July	\$19,500.00	\$14,000.00	\$13,486.46	\$46,986.46
August	\$22,425.00	\$14,000.00	\$13,486.46	\$49,911.46
September	\$19,500.00	\$14,000.00	\$13,486.46	\$46,986.46
July - September Total				\$143,884.38
October	\$21,450.00			\$21,450.00

Redistribution as of 7/1/2017

	Pain Hotline (pharm)	Pain Hotline(Anesth)	TelePain	New Monthly Total
July	\$5,324.80	\$3,122.52	\$38,945.22	\$47,392.54
August	\$6,656.00	\$3,122.52	\$38,945.22	\$48,723.74
September	\$5,324.80	\$3,122.52	\$38,945.22	\$47,392.54
July - September Total				\$143,508.82
October	\$5,990.40	\$3,122.52	\$38,945.22	\$48,058.14

Paid July - Sept	\$143,884.38
New Amount To Pay July - Sept	\$143,508.82
Difference owed by UW	\$375.56

October Invoice Amount	
Paid Oct	\$21,450.00
New Amount to Pay Oct	\$48,058.14
Difference	\$26,608.14
Owed by UW	\$ (375.56)
Oct. Invoice Amount	\$26,232.58

	INTERAGENCY AGREEMENT AMENDMENT	HCA Contract No.: K1926 Amendment No.: 2
THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME University of Washington	CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 1959 NE Pacific Street Seattle, WA 98195		

WHEREAS, HCA and Contractor previously entered into the Interagency Agreement for creation and maintenance of the "Pain Hotline" and access to UW Telepain, and;

WHEREAS, HCA and Contractor wish to amend the Interagency Agreement pursuant to Section 6 to amend Exhibits A and B;

NOW THEREFORE, the parties agree the Interagency Agreement is amended as follows:

1. Exhibit A, Statement of Work, Section 2, is amended as follows:
 - 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 three (3) difficult chronic pain case presentations from community healthcare professionals, which generally will be determine 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 TelePain Session must submit a Pain Medicine Case Consultation Request Form, which can be found at <https://redcap.iths.org/surveys/?s=D4D33T8LHX>, at least 1 week prior to the date of the Wednesday UW TelePain session. The form may be completed and submitted online or downloaded, completed, and emailed to:

UW Telepain Coordinator
Email: telepain@uw.edu

- (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, psychology and addiction medicine. Any participant may ask questions during this consultation segment, if time allows.
- iv) The case presenter will include presentation of measurement-based clinical instruments to assess treatment effectiveness and outcomes for individuals and larger populations.
- v) Recommendations may reference guidelines, including but not limited to:
 - (1) 2015 Agency Medical Directors' Group Interagency Guideline for Prescribing Opioids for Pain;
 - (2) Washington Emergency Department Opioid Prescribing Guidelines; or
 - (3) Center for Disease Control's Guideline for Prescribing Opioids for Chronic Pain.
- b) TelePain Sessions will take place once weekly, for hour-and-a-half sessions. The schedule will be published by UW online. Weekly TelePain Sessions may not occur if it falls on or near a state or national holiday. Each community healthcare professional who wishes to participate in a TelePain session must submit a registration form, which can be found at <https://redcap.iths.org/surveys/?s=PL8YLL7JL8>. The form may be completed and submitted online or downloaded, completed, and emailed to:

UW Telepain Coordinator
Email: telepain@uw.edu
- c) Community healthcare professionals may participate in TelePain Sessions via telephone or Zoom. Connection information will be sent out prior to each TelePain Session. Recordings of the slide presentations used during Telepain Sessions will be posted online on the Telepain website.
- 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;
 - iii) Provide training, coaching, and consultation with providers on guideline-adherent opioid prescribing and non-opioid alternatives for pain management;
 - iv) Seek to involve participants over geographically dispersed areas, including: rural, Tribal, suburban, urban, and safety net populations with HCA guidance and support;
 - v) Offering Continuing Medication Education (CME) credits for attending healthcare professionals; and

- vi) Data analysis related to patient reported outcomes and provider satisfaction.
2. Exhibit A, Statement of Work, Section 3, is amended to read as follows:
- 3) Process. To validate the effectiveness and use of the telephone/webinar based consultation outreach program, UW will:
 - a) Generate reports to include:
 - i) Monthly
 - (1) Documentation and aggregate data, including participant credentials, differentiating between telephonic and webinar;
 - (2) Volume of telephone consultation calls;
 - (3) Number of unique patients receiving case consultation, differentiating between telephonic and webinar;
 - (4) Number of unique providers and participants participating in webinar; and
 - (5) Slides from webinar presentations.
 - ii) Quarterly
 - (1) Successes, challenges, and how challenges were addressed, differentiating between telephonic and webinar; and
 - (2) Number of community healthcare professionals who presented a case and participated by providing de-identified data for outcomes analysis (see Section (2) (d)(vi)).
 - iii) Yearly
 - (1) Aggregate of community healthcare providers who presented a case and provided de-identified data for outcomes analysis (see Section (2) (d)(vi)).
 - (2) The following patient reported outcomes:
 - (a) PEG (Pain, Enjoyment, General activities);
 - (b) PHQ-9 (Patient Health Questionnaire 9);
 - (c) GAD-7 (General Anxiety Disorder);
 - (d) WHO-DAS (World Health Organization Disability Assessment Schedule);
 - (e) Sleep;
 - (f) PC-PTSD (Primary Care Screen for DSM5 (Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition) Post Traumatic Stress Disorder);
 - (g) ORT (Opioid Risk Tool); and
 - (h) FMS (FibroMyalgia Screen).
 - (3) The following community healthcare provider-participant reported outcomes:
 - (a) Satisfaction with training related to chronic pain care and opioid therapy;
 - (b) Confidence with chronic pain care and opioid therapy; and
 - (c) Knowledge of CDC Guidelines for Prescribing Opioids for Chronic Pain.

- 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 (e.g. 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.
3. Exhibit B, Deliverables and Budget, is replaced in its entirety with the attached new Exhibit B, Deliverables and Budget.
 4. This Amendment will be effective as of July 1, 2017, except that the amended Pain Hotline budget in Exhibit B will be effective only as of November 1, 2017.
 5. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Interagency Agreement.
 6. All other terms and conditions of the Interagency Agreement remain unchanged and in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by HCA.

<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>Mark S. Green</i></p> <p>E3A9D10F211D40D...</p>	<p>PRINTED NAME AND TITLE</p> <p>Mark S. Green Vice Dean for Administration & Finance School of Medicine</p>	<p>DATE SIGNED</p> <p>11/6/2017</p>
<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>Paul Hayes, R.N.</i></p> <p>E7169D48680C406</p>	<p>PRINTED NAME AND TITLE</p> <p>Paul S. Hayes, R.N. Interim Chief Health System Officer, UW Medicine Executive Director Harborview Medical Center</p>	<p>DATE SIGNED</p> <p>11/6/2017</p>
<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>C. Michael Crowder</i></p> <p>8D1829139E924BE</p>	<p>PRINTED NAME AND TITLE</p> <p>C. Michael Crowder, M.D., Ph.D. Allan J. Treuer Endowed Professor & Chair, Department of Anesthesiology & Pain Medicine School of Medicine</p>	<p>DATE SIGNED</p> <p>11/11/2017</p>
<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>Geoff Austin</i></p> <p>AD1E12E10BB6463</p>	<p>PRINTED NAME AND TITLE</p> <p>Geoff Austin Executive Director UW Medical Center</p>	<p>DATE SIGNED</p> <p>11/7/2017</p>
<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by: <i>Shabir Somani</i></p> <p>66E877DDE46B4AA</p>	<p>PRINTED NAME AND TITLE</p> <p>Shabir Somani Chief Pharmacy Officer UW Medicine</p>	<p>DATE SIGNED</p> <p>11/16/2017</p>
<p>HCA SIGNATURE</p> <p>DocuSigned by: <i>Annette Schuffenhauer</i></p> <p>4F269FCAF7C84E0...</p>	<p>PRINTED NAME AND TITLE</p> <p>Annette Schuffenhauer Chief Legal Officer</p>	<p>DATE SIGNED</p> <p>11/21/2017</p>

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) 0.4 Pharmacist FTE: \$1,331.20/week
- b) 0.13 Pain Specialist MD: \$780.63/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) \$38,954.22/month
- b) \$1,200.00/annual fee for CME credits, payable annually during the term of the Agreement
- c) \$7,500.00/annual fee for presenter incentive, payable annually during the term of the Agreement
- d) \$5,000.00/annual fee for Travel for marketing purposes, 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 as set forth in Exhibit A, Section 3 (a).

TELEPAIN BUDGET

Category	Monthly costs (assumes 4 sessions per month)
Panel Faculty	
Medical Director, Pain Medicine, MD	\$7,933.23
Assistant Medical Director, Psychiatry MD	\$3,505.63
Anesthesia, MD	\$1,407.08
Rehab Medicine, MD	\$766.52
Addictions Medicine, MD	\$1,002.37
Psychologist	\$2,903.93
Total Panel Faculty Support	\$17,518.76
Outcomes Analysis Faculty & Staff	
Outcomes Lead	\$2,149.48
Research Scientist	\$2,747.80
Outcomes Coordinator	\$613.58
Outcomes Assistant	\$2,101.50
Total Outcomes Analysis Faculty & Staff Support	\$7,612.36
Staff Support	
Program Manager	\$895.37
Program Coordinator & IT Support	\$2,407.25
Total Staff Support	\$3,302.62
Other	
Facility and Administration Fee	\$10,520.48
Total Monthly Fees	\$38,954.22

Other fees		
CME Accreditation	\$1,200.00	Annual fee
Presenter incentive	\$7,500.00	Annual fee
Travel for marketing purposes	\$5,000.00	Annual fee

PAIN HOTLINE BUDGET

Pharmacist	\$69,222.24 / annually
MD	\$40,592.50 / annually
Total	\$109,814.74 / annually
Monthly Total	\$9,151.23 / monthly

	INTERAGENCY AGREEMENT AMENDMENT	HCA Contract No.: K1926 Amendment No.: 1
THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME University of Washington	CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 1959 NE Pacific Street Seattle, WA 98195	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	

WHEREAS, HCA and Contractor previously entered into the Interagency Agreement for creation and maintenance of the "Pain Hotline" and access to UW Telepain, and;

WHEREAS, HCA and Contractor wish to amend the Interagency Agreement pursuant to Section 6 to amend the Statement of Work, Exhibit A and add the Federal Compliance Certification and Assurances;

NOW THEREFORE, the parties agree that the Interagency Agreement is amended as follows.

1. *Exhibit A: Statement of Work, Section 2*, is replaced in its entirety by the following:
 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 determine 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 <https://redcap.iths.org/surveys/?s=D4D33T8LHX>, 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.
- v. Case presentations may reference guidelines, including but not limited to:
 1. 2015 Agency Medical Directors' Group Interagency Guideline for Prescribing Opioids for Pain;
 2. Washington Emergency Department Opioid Prescribing Guidelines; or
 3. Center for Disease Control's Guideline for Prescribing Opioids for Chronic Pain.
- b. TelePain Sessions will take place once weekly, for hour-and-a-half sessions. The schedule will be published by UW online. Weekly TelePain Sessions may not occur if it falls on a state or national holiday; or is approved in advance for another reason by the HCA Program Manager. Each community Healthcare Professional who wishes to participate in a TelePain session must submit a registration form, which can be found at <https://redcap.iths.org/surveys/?s=PL8YLL7JL8>. 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. Recordings of the slide presentations used during Telepain Sessions will be posted online on the Telepain website.
- 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;
 - iii. Provide training, coaching, and consultation with providers on guideline-adherent opioid prescribing and non-opioid alternatives for pain management;

- iv. Seek to involve participants over geographically dispersed areas, including: rural, Tribal, suburban, urban, and safety net populations with HCA guidance and support; and
 - v. Offering Continuing Medication Education (CME) credits for attending healthcare Professionals.
3. Exhibit A: Statement of Work, Section 3.a, is replaced in its entirety by the following:
- a. Generate reports to include:
 - i. Monthly:
 1. Documentation and aggregate data, including participant credentials, differentiating between telephonic and webinar;
 2. Volume of telephone consultation calls;
 3. Number of unique patients receiving case consultation, differentiating between telephonic and webinar;
 4. Number of unique providers and participants participating in webinar; and
 5. Slides from webinar presentations.
 - ii. Quarterly:
 1. Successes, challenges, and how challenges were addressed, differentiating between telephonic and webinar.
4. Attachment 2: Federal Compliance, Certifications, and Assurances is added.
5. This Amendment shall be effective as of the last date of signature shown below (“Effective Date”).
6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Interagency Agreement.
7. All other terms and conditions of the Interagency Agreement remain unchanged and in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by HCA.

CONTRACTOR SIGNATURE DocuSigned by:	PRINTED NAME AND TITLE	DATE SIGNED
<i>Mark S. Green</i>	Mark S. Green, Vice Dean for Administration & Finance School of Medicine	7/5/2017
<i>Brian P. Goldstein</i>	Brian P. Goldstein, M.D., M.B.A. Chief Health System Officer, UW Medicine Vice President for Medical Affairs, UW	7/5/2017
<i>C. Michael Crowder</i>	C. Michael Crowder, M.D., Ph.D., Allan J. Treuer Endowed Professor & Chair, Department of Anesthesiology & Pain Medicine School of Medicine	7/5/2017
<i>Paul S. Hayes, RN</i>	Paul S. Hayes, RN, Executive Director Harborview Medical Center	7/5/2017
<i>Geoff Austin</i>	Geoff Austin, Executive Director UW Medical Center	7/6/2017
<i>Shabir Somani</i>	Shabir Somani, Chief Pharmacy Officer UW Medicine	7/12/2017
<i>Annette Schuffenhauer</i>	Annette Schuffenhauer, Chief Legal Officer	7/18/2017

Attachments: Attachment 2: Federal Compliance, Certification, and Assurances

ATTACHMENT 2

FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact the Tom Fuchs.
- a. *Source of Funds:* This agreement is being funded partially or in full through Cooperative Agreement number **1H79TI080249-01**, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Exhibit C. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.788** and amount to **\$11,790,256.00**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. **K1926**.
 - b. *Period of Availability of Funds:* Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **1H79TI080249-01**, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
 - c. *Single Audit Act:* A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
 - d. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the agreement.
 - iii. Change in a key person specified in the agreement.
 - iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting:* The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

- f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs:* The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- h. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- i. *Federal Compliance:* The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- j. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>

HCA Federal Compliance Contact Information

Federal Grants and Budget Specialist
 Health Care Policy
 Washington State Health Care Authority
 Post Office Box 42710
 Olympia, Washington 98504-2710

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington Department of Social and Health Services (DSHS), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **University of Washington**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

III.

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

Definitions:

“Sub-recipient”; means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State’s programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

“Sub-award and Sub-grant” are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.

IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor’s policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
 WA State Health Care Authority
 PO Box 42700
 Olympia, WA 98504-2700

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor

facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in

this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions.

- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under

a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

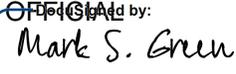
c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the

offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Did Sign by:  <small>E6A0D46F244D46D...</small>	TITLE Vice Dean A&F, SoM
Please also print or type name: Mark S. Green	
ORGANIZATION NAME: (if applicable) University of Washington	DATE 7/5/2017

**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

Chief Legal Officer

Title

Date

DocuSigned by:

Mark S. Green

Mark S. Green

ESAA9D10F21D46D...

Vice Dean for Administration & Finance
School of Medicine

10/20/2016

Date

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 determine 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													
5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and 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 <input type="checkbox"/> NO (skip the remainder of this section - Sign, date and return) <input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).													
<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												
1.													
2.													
3.													
4.													
5.													
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)).													

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

Signature of Contractor Authorized Representative	Date
---	------

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.