

INTERAGENCY AGREEMENT
BETWEEN

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, for and on behalf of Harborview Medical Center, which is operated by the University of Washington pursuant to a management contract with King County (hereinafter referred to as the "Harborview", "UW", or "Contractor"). L&I and UW enter into this Agreement pursuant to the authority granted by Chapter 39.34 RCW.

1. **PURPOSE**

This contract to establish a Chemically Related Illnesses (CRI) Center is 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 evaluation and outcomes assessment as necessary, in particular to guide the development of additional capacity for services delivery.

To be designated a CRI Center, the facility or group of organizations must be recognized as experts, providing leadership in a focused area that brings together or has access to different disciplines to address complex issues and deliver highest quality care. 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.

THEREFORE, IT IS MUTUALLY AGREED THAT:

2. **STATEMENT OF WORK**

Each party shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in ***Attachment A – Statement of Work***.

3. **PERIOD OF PERFORMANCE**

Subject to its other provisions and regardless of the date of final signature, the intent of the parties is that the period of performance of this Agreement shall **commence December 1, 2016**, or date of

final signature, and be **completed on December 1, 2019**, unless terminated sooner as provided herein. This agreement may be extended by mutual agreement for two periods of one year each; with further extensions allowable upon mutual agreement of an urgent situation.

4. PAYMENT

Reimbursement provided in accordance with this agreement has been established in ***Attachment B – Budget***.

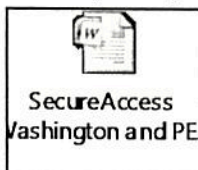
5. BILLING PROCEDURES

Billing for all State Fund claim specific work must be submitted for each claim number (one claim per billing) and contain the claim number and related billed time and amount. Billing must be submitted electronically using Provider Express Billing.

Helpful billing links are as follows:

- Electronic Billing Information:
<http://www.lni.wa.gov/ClaimsIns/Providers/Billing/BillLNI/Electronic/default.asp>
- Billing cutoff & payment dates:
<http://www.lni.wa.gov/ClaimsIns/Providers/Billing/PayStatus/default.asp>
- Fee Schedules:
<http://www.lni.wa.gov/apps/FeeSchedules/>

Direct Entry billing instructions:



For training and non-state fund claim review, billing shall be as follows:

L&I will pay the Contractor within 30 calendar days of receipt of properly executed invoice vouchers. Requests for payment under this Contract shall be submitted by the Contractor on a Certified State Invoice Voucher (Form A-19) provided, or similar. Invoices shall include such information as is necessary for L&I to determine the date and exact nature of all expenditures. Each voucher will clearly reference your Contract Number and Statewide Vendor Number. Invoice Vouchers shall be submitted to L&I's Contract Manager.

Payment shall be made after acceptance by L&I's Contract Manager of services as described in the Statement of Work. 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 90 calendar days after the expiration date.

Statewide Payee Registration. Prior to submitting a request for payment under this Contract, Contractor is required to be registered in the Statewide Payee system, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. No payment shall be made until the registration is completed. The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows contractors to receive payments by direct deposit.

Timely payment. Payment by L&I will be considered timely if it is postmarked or deposited within 30 days of the following, whichever is later:

- Receipt of properly executed invoice vouchers;
- Acceptance of deliverables by L&I; or
- Statewide Payee Registration.

6. 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.

7. MEMORANDUM OF UNDERSTANDING (MOU)

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

8. 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.

9. RECORDS MAINTENANCE

Each party shall 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 the 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 to and the right to examine any of these materials during this period.

Records and other documents, in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

10. RIGHTS IN DATA

L&I shall retain ownership of all data shared with Contractor. For all purposes under Title 17 U.S.C., Contractor shall be the copyright owner of all data classified as Public which originates from this Agreement. Public 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.

L&I reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- a. All copyrightable works which originate from this Agreement; which shall include, but not be limited to, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.
- b. All data produced by Contractor during the course of this Agreement.
- c. For purposes of clarification, medical reports and patient information are not subject to copyright or licensing and will remain classified as Restricted Confidential data subject to the information security provisions set forth in Attachment C; provided, however, that Contractor will not dispose of any medical records it generates, but rather, will continue to protect the confidentiality of medical records in the manner and for the duration required by applicable law.

Regardless of ownership of data originating from the Agreement, Restricted Confidential data shared, compiled, or created as part of this Agreement must be disposed of as per Attachment C – Additional Data Handling Requirements.

11. 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.

12. INDEMNIFICATION

Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, students, and/or agents in connection with or incidental to the performance of this

Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a part to this Agreement.

L&I is covered by the State of Washington Self-Insurance Program and the Tort Claims Act, RCW 4.92.070, and Claims against L&I, its employees, officers, and/or agents in connection with or incidental to the performance of this Agreement will be paid from the Revolving Trust as provided in RCW 4.92.130.

L&I does not and will not assume liability for Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims or claims under similar such laws or obligations of students of the UW in connection with or incidental to the performance of this Agreement.

The UW maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, the UW provides liability coverage for its employees, officers, agents, and students in connection with or incidental to the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

13. WARRANTIES AND LIMITATIONS

Contractor will conduct the Project in good faith and due diligence in accordance with generally-accepted professional standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the United States. L&I understands that all research is experimental in nature and that the outcome of the Project is inherently uncertain and unpredictable. L&I agrees and acknowledges that Contractor has not made and does not make any representation, guarantee or warranty, express or implied, regarding the results of the Project. Excepting only as expressly provided in this Agreement, the Contractor makes no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, and hereby disclaims all such warranties as to any matter whatsoever including, without limitation, warranties with respect to: (i) the project and any results of the project; (ii) data, reports, information or research provided by either Contractor or L&I; and (iii) any intellectual property, invention or product, or ownership thereof, whether tangible or intangible, tested, conceived, discovered, or developed in the project or in connection with conducting the project under this Agreement.

14. GOVERNANCE AND ORDER OF PRECEDENCE

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 federal statutes and rules.
- b. Applicable state statutes and rules.
- c. Terms and conditions contained in this Agreement.
- d. Statement of work.
- e. Any other provisions of the agreement, including materials incorporated by reference.

15. ASSURANCES

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

16. 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.

17. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a dispute board in the following manner: Each party to this agreement shall appoint a member to the dispute board. The members so appointed shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract 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.

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 terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement rendered prior to the effective date of termination.

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 responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

20. 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.

21. SURVIVORSHIP

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

22. 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 Harborview is:	The Contract Manager for L&I is:
Carol Egan-Davis Health Services Manager Box 359860 325 Ninth Ave Seattle, WA 98195 Phone: (206)744-8033 E-Mail: cbegan@u.washington.edu	Denise Santoyo Management Analyst Department of Labor & Industries P.O. Box 44321 Olympia, WA 98504-4321 Phone: (360) 902-5024 E-Mail: denise.santoyo@lni.wa.gov

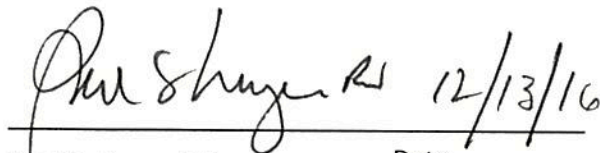
23. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

University of Washington

State of Washington
Department of Labor & Industries

 12/13/16

Paul S. Hayes, R.N. Date
Executive Director, Harborview Medical Center

 12-29-16

Vickie Kennedy Date
Assistant Director

ATTACHMENT A
STATEMENT OF WORK

1) Qualifications:

The Chemically Related Illnesses (CRI) Center will meet the following qualifications:

1. Is recognized for leadership in occupational and environmental medicine research, training, and practice.
2. Staff have Statewide and National recognition as leaders and experts in their relevant field, (e.g. publications, expert panel participation, faculty appointments, research participation, quality improvement participation).
3. Is committed to delivering credible, scientific, objective determinations of presence or absence of injury and disease, including capacity to evaluate causal relationships.
4. Is committed to providing timely access to coordinated high quality evidence based care for CRI conditions.
5. Center Physician leaders are board certified in environmental and occupational medicine; Occupational Medicine Fellows and Medicine Residents may participate under the supervision of a board certified physician. Affiliated expert physicians and allied staff, such as industrial hygienists, also must be recognized experts in their fields.
6. 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.
7. Has the capacity for expert, Certified (by American Board of Industrial Hygiene) Industrial Hygienists (CIH) with qualifications to perform complex analysis, including face to face clinical evaluations and exposure assessment, and document review for occupational and environmental assessments.
8. Is committed to evaluating current capacity, and developing additional capacity for expert, Certified Industrial Hygienists (CIH) to perform field evaluations, including field document review.
9. Has capacity for post-consultation care coordination, planning and services, which may include program evaluation.
10. Has capacity to conduct systematic review of epidemiological studies of causation from existing literature.

2) Service description:

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

In order to further develop and refine referral criteria, L&I will refer select chemically related illness and/or potential chemical exposure claims to the Center for consultation. The Center may also request authorization from L&I to evaluate selected patients under this interagency agreement. Initially, patients will be selected from 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 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.

Information and activities necessary to complete an assessment and Final Report include:

1. Conduct of a comprehensive patient evaluation and necessary follow up tests.
2. Obtain and review scientific literature relevant to the contended exposure(s), as necessary.
3. Supplement the occupational exposure history gathered from clinic visits with additional history from multiple sources including the worker with contended exposure, employers, manufacturers, or other entities, as needed.
4. Deploy the expertise of a Certified Industrial Hygienist for an exposure assessment, including: gathering occupational exposure history from multiple sources including the worker with contended exposure, employers, manufacturers, or other entities as needed; and obtaining and reviewing scientific literature relevant to the contended exposure(s) including material safety data sheets (MSDS) and personal protective equipment (PPE); and evaluating, and synthesizing the information.
5. Following agreement for reimbursement of Industrial Hygienist travel costs, when necessary and if current capacity exists, perform an on-site exposure assessment of the workplace(s) of contended exposure.
6. Evaluate, synthesize, and integrate gathered information.

The CRI Center will:

1. Provide timely, coordinated access to appropriate team based, multi-disciplinary services that focus on comprehensive assessments, expert analysis and opinions regarding causation, and evidence-based treatment for work-related CRI conditions.
2. Contact the injured worker 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 first appointment must be scheduled within 30 days of the date the CRI center receives the referral. If there is a delay in scheduling within this time frame, the clinic will notify L&I and request authorization for an extension and work to schedule as close as possible to the 30 day time frame.
3. The initial patient examination assessment must include:
 - a. Comprehensive occupational, social and health history.
 - i. Standardized occupational health histories.
 - ii. Review of medical history, including relevant records provided by L&I or available on the L&I Claim and Account Center.
 - iii. Complete physical examination.
 - iv. Perform a PHQ-4, which, if positive, proceeds to PHQ-9 and/or GAD-7.
 - b. Plan for diagnostic work-up and treatment, to include:
 - i. Necessary referrals, analytical or laboratory testing, procedures.
 - ii. Records requests or other data needed to complete the work-up and treatment plan.
 - iii. Referral for psychological or neuropsychological evaluation, if needed, requires pre-approval.
 - c. Comprehensive Exposure assessment, as needed.
4. The initial patient examination assessment must also include consideration of:
 - a. Plan for assessment of impairment, according to WAC and AMA "Guides", when needed.
 - b. Patient education and risk communication.
 - c. Assistance, when appropriate, with filing of workers' compensation claims.
 - d. Assessment of psychosocial risk factors.
 - e. Assessment of need for assistance with returning to work or vocational assessment/job retraining/early return to work/coordination with L&I or self-insured employers/TPAs.
5. Complete a Final CRI Report. Reports should be completed within 60 days from referral, or if outstanding data or diagnostic information is pending, a communication must be submitted to the claim manager 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 CRI center will mutually identify an approach to complete the report without the data, or with use of comparable information.

6. 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.
 - n. Recommendations for clinical management of identified medical conditions, including appropriate work restrictions and potential accommodations.
7. When requested, provide job analysis review within 14 business days of request.
8. Respond to requests for impairment rating within 30 business days of request by doing one of the following:
 - a. If an additional office visit is necessary, scheduling a visit to perform the impairment rating and notifying L&I of the visit date. Visit dates must be scheduled to occur at least 15 calendar days following L&I notification, permitting L&I to send a timely written appointment notice to the worker. Visit dates should generally be scheduled no greater than 40 calendar days following L&I notification, OR
 - b. If referral to another provider or an independent medical examiner to perform the impairment rating is requested by the provider, notifying L&I of that request.
9. In all hearings, actions or proceedings before the department or the board of industrial insurance appeals, or before any court on appeal from the board, any physician or licensed

advanced registered nurse practitioner having theretofore examined or treated the claimant may be required to testify fully regarding such examination or treatment, and shall not be exempt from so testifying by reason of the relation of the physician or licensed advanced registered nurse practitioner to patient. (RCW 51.04.050)¹

10. In order to guide expansion of industrial hygienist site-visit capacity, will maintain and share with Labor and Industries a digital record of patients:
 - a. Whose evaluations have included an industrial hygiene site-visit, OR
 - b. Whose evaluations would benefit from an industrial hygiene site-visit if additional industrial hygiene capacity were developed.
11. After the completion of fifteen (15) Final CRI reports, collaborate with L&I to undertake a program evaluation, and develop a plan to:
 - a. Increase capacity for on-site industrial hygiene assessments, if needed.
 - b. Further develop and refine mutually agreeable referral criteria.
 - c. Assess clinic needs for the refinement, sustainability and/or expansion of the program.

Labor and Industries will:

1. After the Center completes fifteen (15) Final CRI reports, collaborate with the Center to undertake a program evaluation, and develop a plan to:
 - a. Increase capacity for on-site industrial hygiene assessments, if needed.
 - b. Further develop and refine mutually agreeable referral criteria.
 - c. Collaborate with the clinic to assess needs for the refinement, sustainability and/or expansion of the program.

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. Occupational exposures or case clusters of public health significance shall be promptly reported to L&I's Medical Director's Office. Environmental exposures or case clusters of public health significance shall be promptly reported to Department of Health's Site Assessments Program. Nothing in this section shall be construed to alter or diminish the requirements of WAC Chapter 246-101²—Notifiable Conditions.

¹ <http://apps.leg.wa.gov/RCW/default.aspx?cite=51.04.050>

² <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. This amount is subject to change if more work becomes necessary and more money becomes available; or if the funding goes away. 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	\$850	1 Per claim
0567C	Exposure Site Visit for Chemically Related Illness Exposure Assessment	\$1,250	1 Per claim

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.

ATTACHMENT C
ADDITIONAL DATA HANDLING REQUIREMENTS

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

DESCRIPTION OF DATA

Access is granted to Contractor for data owned by L&I associated with injured workers. In the execution of this Contract, data will be used to provide services as outlined in the Statement of Work.

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

DATA CLASSIFICATION DECLARATION

Chapter 51.04 RCW authorizes the department to provide sure and certain relief to injured workers. The department, as a trustee of the medical aid fund has a duty to supervise and provide proper and necessary care promptly, efficiently and economically, pursuant to WAC 296-20-024. Information submitted shall be confidential, in compliance with Chapter 70.02 RCW.

☐ CONFIDENTIAL

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

☒ RESTRICTED CONFIDENTIAL

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

METHOD OF DATA ACCESS

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

- ☐ Encrypted floppy disk or CD-ROM
- ☒ Encrypted electronic-mail
- ☒ US or CMS mail
- ☐ Secure file transfer
- ☒ On-line application
- ☐ Network assessment
- ☐ Direct connection to the network
- ☐ Other <Describe> _____

FREQUENCY OF DATA EXCHANGE

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

☒ As available

AUTHORIZED ACCESS TO DATA

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

USE OF DATA

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

SECURITY OF DATA

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

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

GENERAL ACCESS—

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

TRANSMISSION OF DATA—

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

PRINT—

Store in a secured, lockable enclosure.

COPYING—

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

MEDIA DISPOSAL—

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

PHYSICAL SECURITY OF DATA —

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

ELECTRONIC DATA AT REST—

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

AUTHENTICATION OF USER IDENTITY—

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

DATA RECOVERY—

Loss of the data or equipment – Legal notification to L&I's contract manager is required.

DATA DISPOSITION (MEDIA DISPOSAL)—

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

SYSTEMS MANAGEMENT—

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

TERMINATION OF ACCESS

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

ATTACHMENT D
CERTIFICATION OF DATA DISPOSITION

Instructions to Contractor:

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

Date of Disposition _____

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



CHECK THE APPROPRIATE BOX

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

I hereby certify, by signature below, that the data disposition requirements as provided in L&I Contract **No. K3278** have been fulfilled as indicated above.

University of Washington

(Signature)

(Date)

(Print Name)

(Title)