INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
AND
UW MEDICINE
HARBORVIEW MEDICAL CENTER

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
Harborview Medical Center
325 9th Avenue
PO Box 359739
Seattle, WA 98104-2499
Telephone: 206-744-9391
E-mail: raquenos@uw.edu

hereinafter referred to as the Harborview Medical Center or HMC.

PURPOSE
It is the purpose of this Agreement to improve the delivery of occupational health care through provider use of occupational health best practices, provider access to resources and health services coordination.

IT IS MUTUALLY AGREED THAT:

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

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

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

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

"Personal identifiable Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card

information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either 42.56 RCW or other state and federal statutes.

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

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

STATEMENT OF WORK AND ADDITIONAL DATA HANDLING REQUIREMENTS
The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in the Attachment A, attached hereto and incorporated herein. This documents the statement of work and security requirements for transferring, accessing and protecting L&I's network and/or data shared under the terms of this Agreement.

PERIOD OF PERFORMANCE
Regardless of the date of signature and subject to its other provisions, the period of performance of this Agreement shall commence on **July 1, 2022**, and shall end on **June 30, 2025**, unless terminated sooner or extended as provided herein.

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

PAYMENT
Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **$1,215,412.50** *for* ***Administrative Costs*** *related to the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work, Attachment A, and in accordance with the Budget, Attachment B, which is attached hereto and incorporated by reference herein.*

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

Compensation for **Administrative Costs** is shown in the table below and does not include the amounts paid pursuant to the **COHE Program Fee Schedule** for claim-specific work conducted by Health Services Coordinators or COHE participating providers.

Administrative Costs		
1. Administrative Cost per Claim	$60 per claim, based on estimated volume of 14,700* claims; $359.63 per catastrophic claim, based on estimated volume of 900 claims	$882,000.00 $323,662.50
2. Collaborative Improvement Efforts, Deliverable 6	$65/hour for HSC time, when requested by L&I	$9,750
Maximum Administrative Cost Compensation*		**$1,215,412.50**

**To be amended if claim volumes are exceeded.*

BILLING PROCEDURES

The UW Medicine, Harborview Medical Center shall submit invoices quarterly. Payment to the UW Medicine, Harborview Medical Center for approved and completed work will be made by warrant or account transfer by L&I within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 90 days after the expiration date or the end of the fiscal year, whichever is earlier. Invoicing the state of Washington or any other party for the same goods and/or services rendered is not permitted.

MEMO OF UNDERSTANDING (Memo)

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

ASSURANCES

L&I and the Contractor agree that all activity pursuant to this Contract Agreement will be in accordance with all the applicable federal, state and local laws, rules, and regulations.

Date Warranty

The UW warrants that all Products provided under this Agreement: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by L&I that may deliver date records from the Products, or interact with date records of the Products ("Date Warranty"). In the event a Date Warranty problem is reported to HMC by L&I and such problem remains unresolved after three (3) calendar days, at L&I's discretion, HMC shall send, at HMC's sole expense, at least one (1) qualified and knowledgeable representative to L&I's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on L&I's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, HMC shall indemnify and hold harmless L&I from and against any and all harm, injury, damages, costs, and expenses incurred by L&I arising out of said breach.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records and data, regardless of format which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described in this Agreement. The records and data shall be subject to inspection, review or audit by personnel of both parties, other personnel authorized by either party, the Office of the State Auditor, and federal officials authorized by law. Unless otherwise agreed in, *Certification of Data Disposition*, Attachment F all records

and data, relevant to this Agreement will be retained for six years after expiration of the Agreement. The Office of the State Auditor, federal auditors, and any persons authorized by either party shall have full access and the right to examine any of these materials during this period.

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

CONFIDENTIALITY

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

SAFEGUARDING OF CONFIDENTIAL INFORMATION

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

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

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

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

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

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

Each party reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used or acquired by the other party through this agreement.

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

DATA BREACH AND OBLIGATIONS

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

The negligent party is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by the other party.

Any breach of this clause may result in termination of the Agreement, suspension of on-line access accounts and the demand for return of all confidential information. Termination of access of one individual by L&I does not affect other individuals authorized under this Agreement.

UNAUTHORIZED DISCLOSURE OF DATA

If the Providing Organization reasonably believes that the Receiving Organization has failed to comply with any of the terms of this Agreement, the Providing Organization shall notify the Receiving Organization of the perceived problem or problems and propose a plan to address such problems. Notice will be provided even if the perceived problem or problems do not rise to the level of a security breach as described in Washington state law, and will be provided in addition to any other notices required by law or administrative rule. Such notice may include a proposal to immediately terminate this Agreement. If this Agreement is terminated for unauthorized disclosure of Data or any Data breach, the Receiving Organization will immediately return all Data provided to it pursuant to this Agreement or make alternative disposition of such Data in a manner approved in advance and in writing by the Providing Organization. The Receiving Organization will terminate access to all Data provided to it pursuant to this Agreement. The exercise of remedies pursuant to this paragraph does not limit the ability of the Providing Organization to pursue sanctions or any remedies provided by law.

NO GUARANTEE OF ACCURACY

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

DATA DISPOSITION

Upon expiration or termination of this Agreement, each party shall certify the return or destruction of all data sets as described herein (Reference: *Certification of Data Disposition*, Attachment F) and shall retain no copies.

INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION
Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement rendered prior to the effective date of termination.

TERMINATION FOR CAUSE
If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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 one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNING LAW
This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington, and any applicable federal laws and L&I policy. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable state and federal statutes, rules and L&I policy;
2. *Statement of Work;*
3. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT
The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other

rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

RIGHTS OF INSPECTION

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

SUBCONTRACTING

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

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for the Contractor is:	**The Contract Manager for L&I is:**
Sheryl Divina UW Medicine Harborview Medical Center 325 9th Ave. PO 359739 Seattle, WA 98104-2499 Phone: (206) 744-9391 FAX: (206) 744-9935 E-Mail: raquenos@uw.edu	Aaron Hoffman Department of Labor & Industries PO Box 44322 Olympia WA 98504-4322 Phone: (360) 902-6802 FAX: (360) 902-4249 E-Mail: Aaron.Hoffman@Lni.wa.gov

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.

This Agreement consists of **43 pages** including the following attachments:

A	=	Statement of Work
B	=	Budget & COHE Program Fee Schedule
C	=	Performance Measurement
D	=	Additional Data Handling Requirements
E	=	Confidentiality Statement and Non-Disclosure
F	=	Certification of Data Disposition
G	=	COHE Contract Management Calendar
H	=	COHE Performance Measures
I	=	COHE Service Area

This Agreement sets forth in full all the terms and conditions agreed upon by the parties. Unless referenced within this contract, any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement.

UW Medicine
Harborview Medical Center

DocuSigned by:
Sommer Kleweno-Walley 6/23/2022
2C5C4EABB8134B0...
Sommer Kleweno-Walley *(Date)*
CEO

911631806
(Federal Identification/ SSN-last 4 digits only)

State of Washington
Department of Labor & Industries

6/24/22
Mike Ratko *(Date)*
Assistant Director

APPROVED AS TO FORM ONLY

Dane Henager, AAG (ON FILE) OCTOBER 30, 2019
Dane Henager (Date)
Assistant Attorney General

ATTACHMENT A
STATEMENT OF WORK

PURPOSE

Contractor shall develop and maintain a Center of Occupational Health and Education (COHE) that will:

1. Provide interdisciplinary occupational health training and mentoring to participating providers,
2. Coordinate care for injured workers at risk of long-term disability, with an emphasis on helping those workers in the first three months after their claim establishment,
3. Work directly with community providers, workers, unions, and employers,
4. Offer multidisciplinary expertise and consultations to providers,
5. Facilitate effective and efficient communication between providers, workers, unions, employers, vocational rehabilitation providers, and the workers' compensation system.

COHE PROGRAM MISSION

Contractor and L&I will work together to achieve the following program mission:

To improve injured workers' medical recovery and prevent unnecessary disability by collaborating with health care organizations in the community, expanding capacity for and improving the quality and availability of occupational health best practices.

STAFFING REQUIREMENTS

Each COHE must have staff to fulfill the roles listed below. The only role with full-time equivalent (FTE) requirements is that of the Health Services Coordinator (see details below and in Deliverable 4.3). Otherwise, the Contractor may fill any other role with a partial FTE. An individual may fulfill multiple COHE staff roles.

All staff must meet the required qualifications listed below and must be hired no later than **60 days** of the contract start date, unless stated otherwise below. The Contractor must obtain advance written approval by the L&I Contract Manager for:

- every job posting, before the job is posted, and
- every appointment, before the position is offered.

Before offering a position to a candidate, the Contractor must provide the candidate's resume or CV to L&I's Contract Manager. The L&I Contract Manager will verify whether or not the candidate meets the qualifications listed below and will provide a written response either approving or denying the Contractor's request to offer the position to that individual.

1. **COHE Medical Director:** Health care provider who focuses on medical leadership and management for the COHE.

   Required qualifications:

   1. Must maintain current Washington state license to practice as MD, DO, or DC throughout their COHE participation, and,
   2. Must be in good standing in the Medical Provider Network and maintain that status throughout their COHE participation, and
   3. At least five years of practice experience in the care of injured workers, and
   4. At least ten years of experience as a practicing physician.

   Preferred qualifications:

   Five years of practice experience in Washington State, and, specifically, with experience in:

   a) Integrating and/or coordinating multidisciplinary care,
   b) Working with providers in different specialties (such as chiropractic, osteopathic and physical medicine providers),
   c) Health care delivery systems,
   d) Occupational health best practices,
   e) Quality improvement,
   f) Working with ancillary providers (such as vocational rehabilitation providers and occupational therapists).

2. **COHE Program Director:** Operational leader with project management experience who manages all of the core COHE functions and staff**.**
   Required qualifications:
   1. Bachelor's or equivalent degree, and
   2. Five years of experience in health care delivery systems, including three years of experience in:
      a) Project management.
      b) Supervisory role including personnel management and professional staff development.

      OR
   3. If no Bachelor's or equivalent degree, ten years of experience as described above.

   Preferred qualifications:
   1. Master's degree.
   2. Five years of experience in a supervisory role.
   3. Experience in:
      a) Occupational health care setting.
      b) Contract management/negotiations.
      c) Business development and budgeting.
      d) Team building.
      e) Information technology.
      f) Data management.
      g) Quality improvement, performance measurement, and process improvement.
      h) Community outreach and communication/consensus building among diverse stakeholders.

3. **Health Services Coordinator (HSC):** Staff member who monitors claim caseloads to identify injured workers at risk of long-term disability and who coordinates care for those workers and facilitates communication between the worker, provider, employer, union (when applicable), and claim manager. **This position has FTE staffing requirements (see Deliverable 4.3 for details).**
   Required qualifications:
   1. Education / Work experience:
      - Bachelor's or equivalent degree, *and*
      - Three years' experience in direct patient care (as a nurse, medical assistant, nurse navigator, or Health Services Coordinator Assistant), return-to-work coordination, occupational health care, or equivalent experience.

      OR
      - If no Bachelor's or equivalent degree, seven years' of experience as descried above.

      Note: Positions that fail to satisfy the "direct patient care" or "equivalent experience" requirement: referral coordinator, scheduler, or any clinical administrative staff position.

   2. Able to obtain and maintain an L&I Provider ID, and bill HSC services. No reported issues with Labor & Industries.
   3. Experience or demonstrated skills in:
      - Oral and written communication with health care professionals, patients, employers, and insurance staff and resources.
      - Data management and tracking.
      - Documenting care coordination or similar services.
      - Analyzing and communicating provider, care coordinator, and best practice reporting data.

Preferred qualifications:

1. Master's Degree
2. Experience or certification as vocational counselor, nurse case manager, accredited case manager working with injured workers in an industrial insurance system or health care setting, or equivalent certification or experience in a health care setting such as a physical therapist, or occupational therapist.

4. **Health Services Coordinator Assistant (HSCA): This position is optional.** If the Contractor chooses to fill this position, the HSCA must work under the direction of the HSC and perform substantially similar duties of monitoring claims, coordinating care, and facilitating communication. This position can be filled only if there is at least one HSC already on staff. Payment for HSCA services are at 90% of the rate paid to HSCs. If the HSCA position is filled, it will count towards the FTE staffing requirement for HSCs (see Deliverable 4.3 for details).
   Required qualifications:
   1. Three years' experience in direct patient care (as a nurse, medical assistant, nurse navigator, or health services coordinator assistant), return-to-work coordination, occupational health care, or equivalent experience.

      Note: Positions that fail to satisfy the "direct patient care" or "equivalent experience" requirement: referral coordinator, scheduler, or any clinical administrative staff position.

   2. Able to obtain and maintain an L&I Provider ID, and bill HSC services. No reported issues with Labor & Industries.
   3. Experience or demonstrated skills in:
      a. Oral and written communication with health care professionals, patients, employers, and insurance staff and resources.
      b. Data management and tracking.
      c. Completing care coordination or similar documentation.
      d. Analyzing and communicating provider, care coordinator, and best practice reporting data.

5. **Community Outreach Facilitator:** Staff who encourages employers, unions, and community organizations to collaborate with the COHE and promote occupational health, including best practices.
   Required qualifications:
   Experience in:
   a) Community outreach/organizing, and
   b) Data management and data tracking, and
   c) Communication with or facilitation of diverse groups (e.g. business, labor, providers, injured workers, and employers).

6. **Provider Trainer:** Trainer of medical providers participating in the COHE and their staff. Primary training topic is the implementation of occupational health best practices.
   Required qualifications:
   1. Bachelor's or equivalent degree, *and*
   2. Two years of experience in:
      a) Health care delivery systems,
      b) Training in a health care environment, *and*
   3. One year of experience in occupational health care, *and*
   4. Demonstrated competency in written and verbal communication skills.

Preferred qualifications:

Demonstrated skills in:

a) Communication with diverse groups (e.g. providers, clinical staff, administrative staff).
b) Facilitation of diverse groups.
c) Data management and data tracking.
d) Developing and delivering content based on adult learning styles and needs.

STAFF SUBSTITUTION

L&I may, at their sole discretion, without cause, and at any time during the term of a Contract, require immediate replacement of one or more COHE staff. Substitute staff will not be used without L&I's prior written approval. The Contractor certifies that all activity pursuant to this Contract is in full compliance with RCW 42.52.080, Employment After Public Service.

DELIVERABLES AND OTHER REQUIRED REPORTS

Brief descriptions of the deliverables and other required reports are set out below. The start date for each deliverable is the contract start date and is ongoing, except where dates are otherwise noted below. The Contractor shall conduct the project under guidance of L&I leadership.

Because the Contractor will be controlling the manner and means of conducting the work, the descriptions are not intended to completely describe all of the work that the Contractor would need to perform to complete the deliverables.

Each Contractor shall provide the following Deliverables as described in detail below:

	Deliverables
1	COHE Implementation and Work Plan
2	Provider Recruitment, Enrollment, and Training
3	COHE Advisors
4	Health Services Coordinators (HSC)
5	Communication & Community Outreach
6	Best Practices & Quality Improvement Methods
7	Reports and Meetings
8	Performance Monitoring and Annual Review
9	Catastrophic Claims Process

Deliverable 1: COHE Implementation and Work Plan

Due Dates: August 30, 2022 = Key staffing positions filled (see Staffing Requirements, above)

September 1, 2022 = Initial work plan

June 15 each year of the contract = Updated work plan

Introduction: Whether starting up a new COHE or maintaining an existing COHE, deliberate, organized, and consistent planning and communication increase the likelihood that the COHE will maximize its positive impact. A work plan supports the Contractor and the L&I Contract Manager not only in aligning expectations, but also in having a mutual understanding of progress, timelines, and milestones.

1.1 Detailed and Summary Level Work Plans

The Contractor will develop a summary level description of the Contractor's approach to the Contract Deliverables and a detailed work plan for each contract year. The work plan will include at least the following:

- A summary of the project purpose, goals, scope, and the specific roles of the COHE staff for tasks.
- For each contract Deliverable, a list of milestones, tasks (and subtasks as applicable), with start and end dates for each task, with dependencies identified.

The initial work plan is **due September 1, 2022**. The Contractor will update the work plan and review progress and changes with the L&I Contract Manager at least once per quarter. An updated work plan is **due June 15 every subsequent year** of the contract.

1.2 Involvement of self-insured employers in COHE

A self-insured employer may express interest in participating in a COHE. If the COHE shares this interest, L&I will facilitate discussions between the self-insured employer and the COHE. If all parties agree, L&I will execute a written agreement with the self-insured employer and with the COHE Contractor to provide the same services to the designated self-insured employer's injured workers.

a) L&I will have sole authority for approving agreements between L&I, self-insured employers, and the COHE.
b) The services provided to the injured workers of the self-insured employer must be consistent with the contract the COHE has with the State Fund, except those not applicable to the self-insured employer (SIE).
c) L&I may authorize the COHE to charge the SIE additional monies above the standard cost-to-claim for the initial development of process(es) and procedures needed to support the services provided to the self-insured employer.
d) Availability of additional monies is not limited to a maximum of three years. Any agreement with a self-insured employer will include documentation of the length of time these monies will be available to the COHE.

Deliverable 2:	**Provider Recruitment, Enrollment, and Training**

Due Dates: **Ongoing, per approved work plan = Recruitment and enrollment**

Prior to enrolling each provider = Orientation training

June 15 each contract year = Annual on-going training report

Introduction: A key to supporting the COHE Program Mission is to enroll as many providers as possible who initiate claims and to support those providers with initial and on-going trainings. The COHE is responsible for recruiting and enrolling eligible providers in their service area and for developing and implementing a plan to inform providers in the service area about the benefits to providers, employers, and injured workers of occupational health best practices.

2.1 Enrollment and Service Requirements

Any provider wishing to enroll in COHE must first be fully approved in the L&I Medical Provider Network (MPN) and maintain that status throughout their COHE participation. COHE enrollment will be effective as of the date the provider's MPN status is approved fully or the date the provider signed the supplemental application, whichever occurs later. COHE enrollment must take place within one year of the orientation date and signature on the supplemental application.

Providers who practice exclusively in an emergency department are currently exempt from the MPN requirement.

To be considered for COHE enrollment, each provider must complete and submit to L&I a supplemental COHE application via the COHE. After approval by L&I, the provider will be entitled to access COHE resources such as special billing codes and free training. (See the *COHE Program Fee Schedule*, Attachment B.)

Each provider may select no more than one COHE for each provider account number they maintain with L&I.

The Contractor must enroll eligible providers within the COHE's sponsoring organization.

The COHE must provide services on all claims treated by providers in the sponsoring organization.

If the COHE provides services to providers outside the sponsoring organization, they must enroll any provider in the COHE's service area who is eligible and requests enrollment.

The Contractor must keep documentation of participating providers' completed supplemental COHE application on file.

The COHE must use an L&I-developed inactivation policy and process in order to remove any COHE participating provider.

2.2 Provider Training

The COHE will provide initial and on-going support and training to providers and providers' office staff. The goal of training is to increase providers' knowledge of and adherence to occupational health best practices, knowing how they can contribute to minimizing needless disability, promoting function, and facilitating return-to-work.

Provider training includes: 1) an orientation for each new provider, and, 2) on-going training. If a training is not conducted in person, the COHE must use a system or technology (such as a virtual meeting application or learning management system) that allows for tracking and verification of provider participation. The COHE is encouraged to incorporate innovative training methods, as appropriate for the audience.

Orientation training content must be pre-approved by the L&I Contract Manager, and:

a) Precede the provider signing the supplemental COHE application to be considered for enrollment in the COHE.
b) Identify the COHE occupational health best practices and explain their importance for the injured worker, employer, and/or provider.
c) Provide tools and clearly identify resources to help the provider and their staff perform best practices.
d) Identify possible provider office process or policy changes to help support best practice implementation.
e) Make the provider aware of the COHE's specific resources, as well as any available incentives.

On-going trainings content must be pre-approved by the L&I Contract Manager, and:

a) Following their initial year of being enrolled as a provider with the COHE, each provider should receive 30 minutes of additional training focused on occupational health best practices each year.
b) The COHE must train at least 80% of these providers each year.
c) Any provider not trained during a contract year who has treated at least one injured worker during that year must receive training in the next year.
d) The COHE may deliver on-going training to any given provider in any of the following formats and may combine several documentable encounters that sum to 30 minutes for a provider, including:
    - Academic detailing,
    - Didactic/ classroom-like training,
    - Just-In-Time training,
    - Web-based training,
    - A community interdisciplinary training, or
    - Any other innovative method pre-approved by the L&I Contract Manager.
e) For any provider who practices exclusively in an emergency department, the COHE may opt instead to train a clinic staff member who has knowledge of COHE and workers' compensation, and can pass along what they learn to the provider at a time that doesn't disrupt emergency care.
f) The COHE may elect to exclude providers who have not treated an injured worker during the contract year. The COHE may consult with the L&I Contract Manager to identify providers who haven't treated injured workers.

g) The COHE will tailor training content for providers who either treat between one and five injured workers each year or who struggle to meet best practice performance benchmarks and ensure they are aware of and able to demonstrate the COHE best practices. This may take the form of:
   - Helping the provider with claim-specific issues,
   - Ensuring the provider knows when and how to get timely assistance from the COHE's HSCs and other appropriate resources, such as COHE Advisors, when needed,
   - Providing a standard package of information a provider would want available whenever they treat an injured worker,
   - Developing and supporting "COHE champions" who work in the provider's office to foster broad understanding of occupational health best practices, or
   - Any other technique the COHE finds effective in helping the provider better serve injured workers.

h) Any exceptions to any of the above must be agreed to in advance and in writing by the L&I Contract Manager.

Annual training can be provided by clinic or community champions if they subcontract with the COHE to provide these services. Training provided by subcontractors must meet the same requirements as training provided by COHE staff. The L&I Contract Manager must receive a copy of the subcontract(s) for review.

COHEs must keep documentation of participating providers' receipt of training. The training documentation should include the date received, topics covered, training method used, and evidence of provider participation. Documentation of on-going training must be submitted to the L&I Contract Manager on an annual basis, and is **due by June 15 each year**.

2.3 Provider Outreach Funding Supplement for Large COHEs

A COHE that has providers representing more than one institution and that enrolls 500 providers or more will be eligible to be compensated $65 per hour up to a maximum of 1,044 hours per year to supplement the administrative costs associated with provider recruitment, enrollment, dis-enrollment, and training efforts as described in 2.1 and 2.2 (above).

To receive these optional funds, the COHE must receive prior written approval from the L&I Contract Manager to validate that the COHE is eligible for the funding, and:

- Submit an A-19 billing voucher (per instructions described in Billing Procedures, above),
- As an attachment to each A-19, include a report that documents the administrative effort undertaken to justify receiving these funds. The report will include:
  a) Number of hours for actual services provided during the billing period
  b) Number of providers enrolled during the billing period (new enrollees and/or enrollees who have changed locations/provider numbers), and:
     i. Location (clinic or facility and county) of provider enrolled
     ii. Number and length of contact(s) needed to support new providers
     iii. Number and length of training(s) provided to support new providers:
        - With the provider
        - With the provider's office staff
  c) Number of clinics with staff turnover that needed the COHE's assistance, and:
     i. Location (county) of clinics
     ii. Number and length of contact needed to support clinic
     iii. Number and length of training provided to support new clinic staff

2.4 Provider Feedback

The COHE will share feedback with providers on a regular basis for quality and process improvement purposes. The COHE shall work with their providers to determine the best way to share feedback. Regular feedback should include an emphasis on COHE resources that are available to help the provider and their staff perform occupational health best practices.

L&I will provide standardized reports for providers that are informational only. These reports will not affect providers' involvement in the COHE or their eligibility for enhanced payments under the COHE Program Fee Schedule, Attachment B.

The COHE will not modify, condense, or alter the quarterly provider feedback reports from L&I. The COHE will share reports with providers or any appropriate entity associated with the providers (for example: providers' administrative staff) in a timely manner.

Deliverable 3:	**COHE Advisors**
Due Dates:	**October 1, 2022 = Initial recruitment of at least three COHE Advisors**
	On-going = Recruitment of additional COHE Advisors, per work plan
	On-going = Regular group meetings of the COHE Advisors, per work plan
	June 15 each year = Annual COHE Advisor enrollment report

Introduction: To increase occupational health expertise and competency in the medical community, one purpose of the COHE is to offer mentoring and access to multidisciplinary expertise and consultations to participating providers through its COHE Advisor program. The COHE Medical Director will lead the Advisor program. The two most important aspects of the program should be to have Advisors available to:

1) Assist with cases across the COHE that have complex barriers to treatment, recovery, or return to work, and,

2) Identify opportunities for quality improvement and to offer support in finding workable solutions.

3.1 Advisor Pool

The COHE shall recruit a pool of COHE Advisors consisting of at least 3 providers, or 1% of all COHE providers, whichever is greater. Each COHE will have a pool of Advisors from various clinical specialties who can act as a resource to other COHE providers, increasing knowledge and use of occupational health best practices. The best Advisor pool is one that represents all of the types or specialties of providers enrolled in the COHE.

The COHE will:

a) Ensure all COHE providers and HSCs have knowledge of and access to COHE Advisors.
b) Develop a process for COHE staff to access COHE Advisor assistance on specific claims.
c) Act as a liaison between the COHE providers and COHE Advisors on claims with unresolved barriers to return to work.

3.2 Role of Advisors

A COHE Advisor will be a member of one COHE, and may advise more than one COHE. The following describe some of the major COHE Advisor activities:

a) **Mentoring:** Mentor COHE medical providers on best practices in cases with complex barriers to treatment.

b) **Quality Improvement:** Participate in quality improvement (QI) efforts at the COHE or with participating providers or clinics, including identifying opportunities for QI and offering support in finding workable solutions.

c) **Multidisciplinary Care Coordination:** Assist with care coordination with providers, auxiliary care, and Health Services Coordinators to reduce disability risks.

d) **Referrals:** Accept referrals for specialty consultations and second opinions from COHE providers.

e) **Return to Work:** Identify and address barriers to return to work.

f) **Training/ Education Efforts:** Participate in development and delivery of occupational health best practices and process training.

g) **Meetings:** Participate in COHE Advisor meetings.

3.3 Advisor Requirements

The COHE Advisor program will be led by the COHE Medical Director. The COHE Advisors should have group meetings on a regular basis. The Contractor can decide on the format, location, duration, and scheduling of the meetings. The objective is to hold meetings with enough regularity so that the group can keep momentum on any mentoring or QI efforts identified by the group. The Contractor is encouraged to invite any resources from L&I to any meeting for the sake of collaborative planning and to garner support from L&I on any specific endeavor the group is interested in pursuing. Any such invitations of L&I staff must be pre-approved by and coordinated through the L&I Contract Manager.

The COHE Medical or Program Director must recommend each COHE Advisor in writing as part of the application process. Upon approval, COHE Advisors will need to complete an L&I COHE Advisor Supplemental Application, including on the application all applicable L&I Provider ID numbers. This will entitle the Advisor to access COHE resources such as special billing codes and free training.

The Contractor must keep documentation of completed L&I COHE Advisor Supplemental Applications on file.

COHE Advisors have special billing codes for some of their COHE work. (See *Budget & COHE Program Fee Schedule*, Attachment B).

The COHE will confirm COHE Advisor enrollment in the Annual Provider Enrollment and Training Report, which is **due June 15** each year (see Deliverable 7).

Deliverable 4:	**Health Services Coordinators (HSCs)**
Due Dates:	**At least one (1) HSC must be on staff within 60 days of contract start date, and the second HSC (or HSC Assistant) within 90 days of contract start date; additional hires required based on staffing levels outlined in 4.3, below.** **Periodically during the contract, as needed = OHMS user group meetings**

Introduction: Research has shown that roughly half of the injured workers who do not return to work within 3 months are unlikely ever to return to meaningful employment. One of the key objectives of the COHE program is to coordinate care for injured workers at risk of long-term disability, early in their claim. HSCs play a crucial role in preventing long-term disability by coordinating care and return-to-work activities with all interested parties. If barriers to recovery or return to work exist, the HSC is vital in identifying and addressing the barriers.

The standard timeframe for HSC involvement in a claim is 3 months from the time the claim is established, and most HSC work should remain focused on this early timeframe. In special cases, the HSC may choose to extend their involvement on a claim up to 12 months when there is a reasonable chance that the worker may benefit from the HSC's services, and:

- Worker maintains a relationship with the employer of injury, or
- Job description in the L&I file, or
- Worker continues to require medical treatment, or
- Worker is participating in Activity Coaching.

L&I Claim Managers remain the official claim-specific adjudicative authority. L&I will have the sole responsibility for approving HSC provider applications, establishing minimum qualifications, and setting performance measurements and benchmarks for HSCs.

4.1 Responsibilities of the HSC

Acting as a liaison on behalf of the provider or COHE Advisor, between the worker, employer, and L&I staff, the HSC provides early return-to-work services and care coordination to improve clinical outcomes of injured workers, as appropriate. To accomplish this, the HSC will focus most of their efforts on claim-specific activities, including:

a) Identifying claims at risk for long-term disability. This may be accomplished through:
   - Risk factors identified by the HSCs in a review of the claim,
   - Administering screening tool(s), when appropriate,
   - Requests for assistance on the claim from the worker, provider, employer, vocational rehabilitation counselor, or L&I staff, or
   - Using professional discretion and experience.

b) Providing services to claims that need their assistance by (when relevant to the case):
   - Coordinating return-to-work (RTW),
   - Assessing barriers to recovery or RTW, including administering the Functional Recovery Questionnaire (FRQ) and reporting a positive FRQ to the attending provider,
   - Coordinating/ tracking referrals,
   - Referring worker to community services,
   - Communicating to appropriate providers about medication issues or questions as they arise,
   - Assisting with transitions of care,
   - Communicating issues for injured workers who may require surgery, or
   - Performing on-going monitoring for claims with unresolved medical or RTW issues.

c) Documenting their claim-specific services in case notes and sending those notes to L&I. Serving as a referral point for L&I best practice program and pilots.

d) Offering general help to workers, providers, and employers so they can navigate the workers' compensation system.

The HSC can, but will not be required to, notify the employer and/or employer representative of new COHE claims.

4.2 Payment for HSC services

HSCs are paid for their claim-specific work through fee for services billing to L&I (see the COHE Program Fee Schedule, Attachment C). HSC Assistants are paid at 90% of HSC COHE Program Fee Schedule rates. HSCs must provide accurate and timely case notes that document services provided. HSC case notes must include the content required by L&I, and be received at L&I within five business days of their date of service.

HSCs are paid for all of their care coordination services through the appropriate use of billing code **1087M –** which pays in 6-minute increments of service (for example, 1 unit of service = 6 minutes). The fee for this code is published in the COHE Fee Schedule every year, available on L&I's website.

Compensation for administrative non-billable time is factored in to the administrative cost per claim payment to the COHE, which factors in a variety of costs including:

a) Screening, reviewing, or researching claims
b) Writing case notes
c) Meetings at the COHE or L&I
d) Training provided by the COHE or L&I
e) Administrative tasks
f) Travel

4.3 Staffing Levels for HSCs

The COHE must have sufficient staffing to provide services to the claims in its service area. In the early years of COHE, an evaluation observed that the positive impact of COHE's efforts dissipated when individual HSC claim caseloads became too large.

Minimum HSC Staffing Model

To provide adequate support to the injured workers, providers, and employers in their COHE service area, the Contractor is required to have at least two full-time equivalent (FTE) HSCs on staff (one of these FTE positions can be an HSC Assistant) for any volume of up to 4,700 initiated claims per year.

If the COHE's annual initiated claim volume is larger, staff and resource requirements grow proportionally: for every additional set of up to 2,350 claims initiated by the COHE's enrolled providers, one additional HSC FTE position must be filled (see table below).

If the COHE claim volume approaches the maximum number for its HSC staffing level, the L&I Contract Manager and COHE Program Director will discuss next steps. If additional staffing is required, the HSC must be hired within 90 days of the decision. An extension to this 90-day hiring requirement must be pre-approved by the L&I Contract Manager through a written request from the Contractor that includes justification for the request of an extension.

The following table shows the required HSC FTE staffing levels according to initiated claim volume:

Average number of claims initiated per year by the COHE's enrolled providers in the previous two years	Required FTE staffing level for HSCs *
0 – 4,700	2
4,701 – 7,050	3
7,051 – 9,400	4
Etc.	Etc.

If an HSC leaves the COHE and causes the COHE to fall below their required HSC staffing levels, the COHE must replace the HSC within 90 days of the HSC's notice.

Upon being hired, each HSC or HSC-A will need to complete an L&I COHE HSC Supplemental Application. The Contractor must keep documentation of completed L&I COHE HSC Supplemental Applications on file.

Background checks for each potential HSC hire will be automatically performed via L&I's credentialing process, which is the same for anyone who must obtain an L&I Provider ID. This background check is not intended to replace other background checks of the employer (i.e. the COHE sponsoring organization who is hiring the staff).

HSC Performance Feedback
On at least an annual basis, the L&I Contract Manager will provide HSC performance feedback to each COHE using:

1. HSC quantitative performance measures as assessed by L&I reporting as available (see Attachment H), and
2. Qualitative feedback based on a review of sample claims and case notes.

In addition, qualitative feedback for new HSCs will occur within the first 6 months of hire.

4.4 Training for New HSCs

The Contractor will provide each new HSC (or HSCA) they hire with training in their COHE's specific processes and procedures related to HSC work, including hands-on OHMS training. If the new HSC has less than one-year's prior work experience as an HSC, within their first six months on the job, the COHE also will ensure that the new hire receives additional training on:

- L&I business processes and procedures, and
- How HSCs from another COHE perform their work.

For the **additional training**, the COHE has two options. Either:

1. Provide training content that has been pre-approved by the L&I Contract Manager, or
2. Have the HSC visit L&I headquarters or a regional office to receive at least four hours of on-site orientation to L&I processes and procedures, and either:
    a. Spend at least four hours shadowing experienced HSCs at another COHE, or
    b. Attend an L&I-sponsored HSC Conference (if available, and only if the conference occurs within six months of hiring the HSC).

Job Shadowing With Seasoned HSC at Another COHE
Each contract year, each COHE will host up to one HSC job-shadowing experience for new HSCs from other COHEs. When the Contractor has hired a new HSC, the L&I Contract Manager will be available to help schedule the HSC job-shadowing opportunity. The hosting COHE will be responsible for designing and facilitating the job shadowing experience, including determining the maximum number of visiting HSCs that can be accommodated at one time. Each HSC leading a job-shadowing experience must have at least two years' experience as an HSC.

4.5 Case Management Tool: Occupational Health Management System (OHMS)

L&I will provide COHE staff with access to OHMS - a web-based tool to provide care coordination functionality, managed by L&I. OHMS includes front-end case management tools to help coordinate services for injured workers, as well as back-end administration and reporting tools for use by COHE staff and other external participants in L&I best practice programs and pilots.

OHMS User Group Meetings
To ensure that OHMS meets the needs of its users, L&I will periodically gather input from COHE staff. This includes soliciting input from HSCs, program and medical directors, providers, and others who may use the system.

At each user group meeting, COHE staff will have the opportunity to share what they have learned about the functionality and discuss opportunities for improvement. The user group, including L&I staff, will discuss the functionality and related concerns and will work together to identify solutions.

L&I will create a plan to address the concerns raised at the OHMS user group. Once the plan is implemented, the COHE will be expected to begin using mandatory functionality. The start date for use of the functionality will be documented in writing.

OHMS Training
L&I staff will provide training on OHMS functionality for new HSCs.

System Requirements for Accessing and Using OHMS
OHMS is a web-based application that will allow access, with appropriate login and password, from a standards-compliant web browser. The following table lists the platforms with which OHMS will work:

PC	Macintosh	Unix/Linux
Operating Systems: Windows 7, 10 **Browsers:** Internet Explorer 9.0 and higher Google Chrome 4.0 and higher Opera 15 Apple Safari 5.0 Mozilla Firefox 5.0 Microsoft Edge and greater with JavaScript and CSS enabled **Connection Speed:** 56.6k modem or better **Screen Resolution:** Minimum 1024 x 768 monitor resolution	**Operating Systems:** Mac OS X 10.6 or later **Browsers:** Google Chrome 4.0 and higher Opera 15 Apple Safari 5.0 Mozilla Firefox 5, and greater with JavaScript and CSS enabled **Connection Speed:** 56.6k modem or better **Screen Resolution:** Minimum 1024 x 768 monitor resolution	**Browsers:** Google Chrome 4.0 and higher Opera 15 Apple Safari 5.0 Mozilla Firefox 5.0 and greater with JavaScript and CSS enabled **Connection Speed:** 56.6k modem or better **Screen Resolution:** Minimum 1024 x 768 monitor resolution

Deliverable 5: Communication & Community Outreach

Due Dates: As requested, up to once per year = Present to statewide advisory committee

June 15, 2025 = COHE-hosted community forum or seminar

Introduction: COHEs are part of the community they serve and are most successful when they have community support. A COHE can facilitate discussions throughout the community about how business and labor can work together to impact return to work and disability/injury prevention. A goal of communication and outreach is to enhance communication and collaboration among the providers, worker and union representatives, employer and employer representatives, and L&I staff, and to identify resources and support systems available in the community to help workers address issues impeding their recovery.

5.1 Communication and Outreach

The COHE will develop and implement a communication and outreach program to ensure workers and employers are familiar with COHE best practices. This program will equitably meet the needs of both the business and labor community. The COHE will collaborate with L&I on communication materials.

a) L&I will provide templates or examples of previously approved materials, if available. The COHE will maintain a public web page explaining COHE processes and resources for providers, workers, and employers and provide a link to appropriate L&I websites.
b) A COHE must collaborate with their L&I Contract Manager on all COHE-related communications. The L&I Contract Manager must approve content for all printed materials such as brochures, advertisements, standardized forms, and presentations.
c) At **a minimum of once per three-year period** of performance of the contract, the COHE will offer at least one community forum or seminar to the labor and employer communities regarding the benefits of the COHE and/or occupational health best practices. This requirement can be met by hosting a joint forum with another COHE or by hosting a seminar. This event must be interactive for the audience, and can be held either in-person or virtually.

5.2 Employer and Union Outreach

a) The COHE and HSCs will build relationships with employers, employer representatives, unions, and worker representatives within the COHE service area who are available to help the worker.
b) The COHE will develop and maintain contact information for appropriate resources for local employers and unions. The contact information should include the person(s) who can discuss claim-specific return to work opportunities.

5.3 Outreach - Business and Labor

The COHE must involve business and labor interests in their planning and on-going implementation of the COHE program. The goals of business and labor involvement include:

a) Building trust and fostering constructive communication channels so resources from each group can be optimally effective in coordinating efforts that support the injured worker's recovery and ability to return-to-work,
b) Clarifying and articulating the needs, expectations, and values of COHE constituents,
c) Providing outreach which links COHE services to workers, unions, employers, and community providers,
d) Assisting the COHEs in improving the quality and scope of their services to the community, including identifying opportunities for quality improvement,
e) Monitoring key performance indicators for the COHEs, including quality assurance and customer satisfaction,
f) Communicating COHE concerns, issues, and successes to other advisory groups at L&I.

To involve business and labor, the COHE will:

- At the **statewide level**:
  - Present up to once per year or upon request (whichever is less frequent) at a meeting of a statewide advisory committee, such as the Advisory Committee on Healthcare Innovation and Evaluation (ACHIEv);
  - As available, work with business and/or labor representatives who may present opportunities for annual quality improvement projects at a meeting hosted by L&I each year (see Deliverable 6.2).
- At the **regional and local levels**, engage business and labor respresentatives as needed on claim-specific issues, or do other outreach as needed to solicit input on new issues surrounding occupational health, such as inviting members of each community to a COHE-sponsored community forum or seminar as described in Deliverable 5.1.

Deliverable 6: Best Practices & Quality Improvement Methods

Due Date: April each year = Present proposal for annual quality improvement (QI) project
September 1, 2023 and each subsequent contract year = Begin QI project work
June 15, 2024 and each subsequent contract year = QI project report

Introduction: A primary goal of the COHE is to enhance and encourage occupational health best practices in the health care delivery community. The COHE plays a crucial leadership role in the use of occupational health best practices. In addition, COHE is designed to be a quality-improvement program, and continuous improvement is embedded in the culture and practices of the COHE, exemplified by annual quality improvement projects.

6.1 Occupational Health Best Practices

The COHE will encourage and support provider adoption of these evidence-based occupational best practices developed by L&I:

a) Submitting a complete **Report of Accident** (ROA) within two business days to ensure claims are opened quickly,
b) Completing an **Activity Prescription Form** (APF) on the first office visit and when patient restrictions change, so that the worker, employer, and claim manager understand the treatment plan and recovery expectations,
c) **Two-way communication** with the employer when the worker has restrictions,
d) Identify **barriers to recovery** and solutions to those barriers with each worker, and
e) Prescribe **opioids** appropriately.

See Attachment H for detail on the performance measures for these best practices.

6.2 Annual Quality Improvement (QI) Project

Annual QI projects are intended to add value to the COHE program as a whole, and each project should address an issue relevant to improving occupational health of the community.

a) The COHE will develop and implement one QI project per year, starting in the second contract year. The COHE will consider input from its stakeholders when selecting their QI initiative. Options that will satisfy this requirement could include, but are not limited to, participating in a project:
    - Proposed by business and/or labor representatives at a meeting hosted by L&I each year; when available, COHEs will consider business and/or labor proposed QI projects as the highest priority options,
    - Addressing an issue identified by COHE Advisors,
    - Related to L&I's Healthy Worker initiative (when available),
    - To improve how the COHE works with other stakeholders who serve injured workers,
    - That focuses on prevention activities, or
    - To increase injured worker access to COHE services.

    Outcomes of the QI project will be reported to L&I and shared with other COHE Directors. COHEs may choose their own project or choose a project proposed by the business and labor community, as described in Deliverable 5.3.
b) COHE Program Director and/or Medical Director will share their proposed QI projects at a COHE Directors' meeting, scheduled and hosted by L&I, and to occur in **April each year**. If two or more COHEs want to implement the same improvement project, L&I may approve a joint project.
c) Each QI project must be pre-approved by the L&I Contract Manager, and work on the project, such as putting together the project plan, **must begin by September 1** each year.
d) The COHE must provide documentation for the QI project that includes a:
    - Specific scope
    - Detailed process change.
    - Set of evaluation measures and expected outcomes.
    - Timeline with milestones.

By **June 15, 2024** and each subsequent contract year, the COHE will present a summary write-up of the QI project to the L&I Contract Manager. This summary write up will include an executive summary, evaluation of the QI process, evaluation of the QI outcomes, and any lessons learned – including how the QI can be applied to other COHEs.

6.3 Prevention activities

Whenever possible, the COHE will provide assistance with injury prevention by using the information available within the health care delivery system to identify situations where prevention efforts could be focused. This includes identifying injury patterns and notifying appropriate consultation or research resources in the community or at L&I. The COHE should consider how to share successful prevention strategies with employers and unions.

If a pattern is identified, to ensure that the employer or key members of the larger industry have awareness of the pattern, the COHE will develop and implement a plan to assist with prevention activities. For example, the COHE may choose to:

- Communicate directly with the employer,
- Address patterns and possible solutions in a presentation (for example, at an employer forum or seminar), or
- Address the issue via a quality improvement project (per Deliverable 6.2).

6.4 Collaborative Improvement Efforts Between Clinics/Providers in the COHE

In addition to the annual QI project described in Deliverable 6.2, the COHE will help identify opportunities for participating providers and clinics within the COHE to work together on process improvement efforts that are of mutual benefit, such as identifying and addressing inefficiencies related to performing occupational health best practices. This includes collaborative efforts between clinics for quality improvement. The COHE will facilitate these efforts with the participating providers or clinics.

Some travel expenses related to this Deliverable may be pre-approved by the L&I Contract Manager (see **Attachment B** for more details).

6.5 L&I-COHE Collaborative Improvement Efforts

The COHE may work with L&I on collaborative improvement efforts that benefit injured workers and improve claim outcomes. Examples of such efforts are: 1) participation in best practices pilots; and, 2) feedback regarding emerging technology.

The L&I Contract Manager will initiate a request in writing for the COHE to participate in each collaborative improvement effort. Details for these activities will be documented in writing, including possible payments to reimburse the COHE for their time. Not every effort will include a reimbursement option. For efforts where payment will be available, the rate will be $65 per hour.

6.6 Special project regarding clinic-based HSC staffing

The staffing practice of including HSCs based within Harborview clinics has been in place for many years at this COHE, exceeding the contractual requirements for HSC staffing based on claim volume. Beginning as early as September 2022, the COHE at Harborview Program Director and the L&I contract manager will collaboratively initiate a project to decide whether to continue this practice, to alter it, or to end it altogether.

This project will include: 1) analyzing the value of the services being provided by Harborview's clinic-based HSCs, 2) articulating alternative options and opportunities, 3) identifying what resources would be necessary to sustain each option (including the status quo), and, 4) making recommendations to L&I's business and executive sponsors of the COHE Program. This project will include gathering input from business/executive leadership within both organizations at regular intervals. Project timelines will be determined by the project leads during project planning.

Deliverable 7: Reports & Meetings

Due Dates: **October 10 each year = Quarterly status report**

January 10 each year = Quarterly status report

April 10 each year = Quarterly status report

April each year = Present proposal for annual quality improvement (QI) project

June 1 each year = Annual provider enrollment and training report

July 10, 2023 and 2024 = Quarterly status report

June 15, 2025 = Quarterly status report

At least once per quarter = Contractor meeting with L&I Contract Manager

Introduction: Not only for the sake of transparency and accountability, but also for the sake of enhancing collaborative problem-solving between all COHEs and L&I, regular reports from the COHE and some meetings are required, as described below.

7.1 COHE Reporting Requirements

7.1.1 Quarterly Status Reports

The COHE shall submit brief regular quarterly status reports to the L&I Contract Manager explaining progress toward the Deliverables outlined in the work plan (refer to Deliverable 1, *COHE Implementation & On-going Work Plan*). L&I will provide a standard template for this report. See table below for the schedule for these reports:

Period covered in report	Due date
July, August, September	October 10
October, November, December	January 10
January, February, March	April 10
April, May, June	July 10*

* In the final year of the 3-year contract cycle, the April, May, June report is **due June 15**.

7.1.2 Annual Provider Enrollment and Training Report(s)

By **June 1 each year**, the COHE will report to the L&I Contract Manager that confirms the providers and Advisors who:

a) Are currently enrolled (as of the date of the report),
b) Were trained during previous year, and
c) Will continue their enrollment for the next contract year.

Upon request from the Contractor, the L&I Contract Manager will provide a standard template for this report.

7.2 Required Meetings

The COHE must attend the following required meetings (phone or virtual participation is acceptable):

a) Present up to once per year or upon request (whichever is less frequent) at a meeting of a statewide advisory committee, such as the Advisory Committee on Healthcare Innovation and Evaluation (also known as "ACHIEv"; see Deliverable 5.3).
b) COHE Program Director and/or Medical Director will share their proposed QI projects at a COHE Directors' meeting, scheduled and hosted by L&I, and to occur in **April each year** (see Deliverable 6.2).

Note: L&I will also schedule and host additional **voluntary** COHE Directors meetings throughout the year to enhance collaboration between the COHEs as well as L&I.

c) The COHE Program Director will meet **at least quarterly** with the L&I Contract Manager.

Deliverable 8:	**Performance Monitoring and Annual Review**

Due Dates: **None for Contractor**

February, May, August, November each year = Quarterly performance reports

August 15, 2023 and 2024 = Annual Review

June 15, 2025 = Three-Year Review

Introduction: Performance measurement, feedback, and monitoring are crucial elements of any quality improvement effort. The COHE will receive periodic performance feedback from L&I in the form of quantitative performance reports, on-going contract performance monitoring, and annual narrative reviews.

8.1 Performance Reports

L&I will produce performance reports on this schedule:

Period covered in report	Month of report release
July, August, September	February
October, November, December	May
January, February, March	August
April, May, June	November

a) The COHE Provider Level Performance Measures Report will be informational only and will include data on how well each provider is following the COHE best practices.
b) The COHE Level Performance Measures Report will focus on the following areas:
   - A roll-up of COHE provider adoption of occupational health best practices,
   - COHE operational measures (example: HSC activities).
c) The COHE Program Level Performance Measures Report will include measures across all COHEs.

8.2 <u>Performance Monitoring</u>

L&I will monitor and document COHE performance on a regular basis. Performance includes both adherence to the contract terms and COHE-level performance measures.

L&I will monitor the COHE for adherence of contract performance using the following formal means:

a) Work plan and progress updates
b) Quarterly contract management meetings
c) Quarterly status reports
d) COHE-level performance measures reports

If a COHE does not meet targets for measures in the COHE level performance measures report for two consecutive quarters, the COHE will be required to demonstrate a performance improvement strategy so that the aggregate performance meets or exceeds target levels. The plan must include:

a) A documented agreement with L&I's Contract Manager about possible solutions, and
b) A project-style improvement plan submitted to L&I's Contract Manager, and
c) Implementation of the plan, and
d) Tracking of on-going performance and adjusting the plan as needed until aggregate performance meets or exceeds target levels.

8.3 <u>Annual Review</u>

During the last month of each contract year (June), the COHE's Program Director will meet with the L&I Contract Manager to participate in a review of the COHE's performance. The objective of the annual review is to document COHE development over the past year, assess COHE successes and challenges, and plan for the coming year.

The annual review will include the following:

a) COHE Program Director and L&I Contract Manager will discuss COHE deliverables, successes and challenges, ongoing enrollment and recruitment of providers, performance measures, and future planning.
b) COHE site visit and review of on-site documentation may be required at the discretion of the L&I Contract Manager.

As part of the Annual Review process, L&I's Contract Manager will complete the Periodic Performance Report (see Attachment C), and send it to the COHE's Program Director and Medical Director for review and comment.

The L&I Contract Manager will send the Annual Review to the COHE by **August 15**.

8.4 Three Year Review:

Every three years, the L&I Contract Manager will perform a more comprehensive review of the COHE. During this review, the L&I Contract Manager may conduct an on-site visit and may gather feedback from:

a) COHE staff
b) COHE providers
c) COHE Advisors
d) Employers
e) Injured workers
f) Other stakeholders

The L&I Contract Manager will write a summary report on all of the above and send it to the COHE Program Director by **June 15**. The COHE Program Director may then opt to write a response, which will be included as an attachment to the final report.

Deliverable 9: Catastrophic Claims Process

The catastrophic Claim service is a collaborative effort among Harborview departments to achieve real- time awareness for L&I ONCs regarding injured workers who are hospitalized emergently.

1. Screen all ED visits rapidly to quickly identify potential catastrophic claims.
2. Review medical records and perform chart abstraction to identify catastrophic claims daily.
3. Assemble customized data set for ONC review including claim number, medical records, patient location.
4. Report to ONC and Hot Claims every catastrophic claim being initiated within one business day.
5. Follow-up with ongoing support as requested.

When an injured worker has a catastrophic claim and follow-up is needed, the HSC providing services can bill using either standard or face-to-face health services coordination codes. The face-to-face code(s) can be used only when all requirements for face-to-face payment are met.

ATTACHMENT B
BUDGET & COHE PROGRAM FEE SCHEDULE

ADMINISTRATIVE COSTS

ADMINISTRATIVE COST PER CLAIM

L&I shall pay for the COHE's administrative costs, as set forth in the *Statement of Work* using a financial model that pays COHE administrative costs on a cost per initiated claim basis.

1. L&I's payment system (MIPS) will count the number of correctly submitted Reports of Accident (ROAs) received from COHE providers for each COHE.
2. At the end of each two-week period, the payment system will calculate the administrative amount due to each COHE and produce a warrant to reimburse them for administrative costs.
3. This warrant is sent to the COHE within 30 days of calculation. No COHE invoice is necessary.
4. The administrative rate was developed using a financial model that calculated the total administrative time and expenses tied to the deliverables detailed in this Agreement, including non-billable activities of the HSC, travel for provider trainings, and potential for systems being down.
5. COHEs are reimbursed **$60 per initiated claim; for Harborview Medical Center, we recognize that many claims are initiated outside of the Harborview system, which leads us to pay by estimated treated claims instead**.

After completing this process, if L&I pays a provider for an ROA, L&I shall also pay the administrative payment.

The COHE agrees that L&I shall **NOT** be responsible for any additional costs or expenses incurred by COHE in the performance of work described in this Agreement, which include but are not limited to travel unrelated to provider trainings, lodging, meals, systems downtime, and other miscellaneous expenses otherwise incurred by the Contractor.

L&I shall pay for the scheduled work and continued performance as set forth in the *Statement of Work* using a financial model that pays COHE administrative costs on a cost per treated claim basis. The number of claims will be based on the average number of visits over the last 4 years (excluding 2020 due to pandemic anomalies). The COHE will be reimbursed at $60 per estimated treated claim and $359.63 per catastrophic claim. The number of estimated treated claims can be revised annually and/or when new providers are added to the COHE.

Administrative Cost Per Claim	
Annual Administrative Total	$405,137.50
Quarterly Administrative Total	$101,284.38

COLA ADJUSTMENTS

Each year, starting in the second contract year, L&I will apply the identical cost of living adjustment (COLA) used by L&I for its Professional Services Fee Schedules. The COLA will be applied to the COHE Administrative Cost Per Claim and other COHE services that are billed cost to claim. The effective date of any new fees will coincide with the effective date of the rest of L&I's regular fee schedule updates.

TRAVEL COSTS FOR PROVIDER TRAININGS IN OUTLYING GEOGRAPHIC AREAS
Related to Deliverable 2.2, Provider Training, L&I shall compensate the COHE for travel costs of $1,500 for each 50-mile increment that a trainer may travel beyond the initial 50-mile radius of the trainer's location, up to a maximum of $4,500.

COLLABORATIVE IMPROVEMENT EFFORTS
When the COHE participates in Collaborative Improvement Efforts in Section 6.4, compensation shall be based on work and/or actual meeting time(s) and state per diem rates (if applicable).

Reimbursement for travel expenses related to this deliverable must be approved in advance and in writing (email) by the L&I Contract Manager, with reimbursement rates not to exceed those payable to state employees.

UW agrees that L&I shall not be responsible for any additional costs or expenses incurred by UW in the performance of work described in this Agreement, which include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred.

FUNDING CONTINGENCY
In the event L&I policy changes, limiting the scope of services or funding, after the agreement is executed, L&I may terminate the agreement without advance notice subject to renegotiation under the new limitations and conditions.

In the event additional funds become available, the agreement may be renegotiated to provide for additional services subject to satisfactory completion of a previous phase.

Variance from the anticipated costs shall be justified to L&I's Contract Manager who shall have discretion to approve/disapprove compensation for such variance.

BILLING PROCEDURES FOR COLLABORATIVE IMPROVEMENT EFFORTS

L&I will pay the Contractor for work actually performed within 30 calendar days of receipt of properly executed invoice vouchers. Requests for payment shall be submitted by the Contractor on State Invoice Voucher (Form A-19). Invoices shall include such information as is necessary for L&I to determine the exact nature of all expenditures. Each voucher will clearly reference **Contract Number and Statewide Vendor Number.** Vouchers shall be submitted to the L&I Contract Manager.

Claims for payment submitted by the Contractor to L&I 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 days after the expiration date.

STATEWIDE PAYEE REGISTRATION
Contractors are required to be registered in the Statewide Payee system, https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/vendor-payee-registration, prior to submitting a request for payment under this Contract.

TIMELY PAYMENT
Payment by L&I will be considered timely if a check or warrant is postmarked within 30 days of receipt of either of the following, whichever is later:

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

COHE PROGRAM FEE SCHEDULE
COHE Providers, Advisors, and Health Services Coordinators will have access to an enhanced fee schedule for care coordination and other claim-specific services. The *COHE Program Fee Schedule*,

below, will be updated every year on the same schedule as other L&I fee schedule updates, and is available on the L&I website.

L&I will pay for COHE claim-specific work when a:

- HSC (or HSCA) provides direct intervention on a claim (refer to COHE Program Fee Schedule), and the HSC or HSCA has an active L&I provider number to bill L&I for HSC activities,
- COHE provider provides services according to COHE best practices, or
- COHE Advisor provides services according to COHE best practices.

CATASTROPHIC CLAIM HEALTH SERVICES COORDINATION FEE SCHEDULE

G9002 - **face-to-face with patient** - HSC Service (max 8 hrs per claim) - $14.65 per 6 minute increment.

Please Note: Any HMC staff member who chooses to treat injured workers as a Participating Provider or Health Services Coordinator will need to complete a supplement to their L&I provider application to qualify for payment

ATTACHMENT C
PERFORMANCE MEASUREMENT

Below is a sample of the form that the L&I Contract Manager will use each year when assessing the Contractor's performance, per Deliverable 8.3.

PERIODIC PERFORMANCE REPORT **STATE OF WASHINGTON** **DEPARTMENT OF LABOR & INDUSTRIES (L&I)**		**OTHER CONTRACT NO.**	**L&I CONTRACT NO.**
L&I's Contract Manager may complete a Periodic Performance Report at least annually and/or at the end of each project and/or deliverable.	☐Interim ☐Final	**CONTRACTOR'S NAME**	

PREPARED BY		**CONTRACTOR CONTACT**			
DATE PREPARED					
PHONE NO.		**PERIOD OF PERFORMANCE MEASURED**			
E-MAIL		**START DATE**		**END DATE**	

SECTION 1 - RATINGS Please rate your experience by placing an "☒" in the appropriate column **1** (Did Not Meet Expectation), **2** (Met Expectation), **3** (Exceeded Expectation), or **N/A** (Not Applicable)	**RATING**			
	N/A	**1**	**2**	**3**
1. Performed statement of work/technical specification requirements to agency expectation	☐	☐	☐	☐
2. Performed technical work using approved standards, tools and methods	☐	☐	☐	☐
3. Contractor's overall expertise and use of effective project management skills	☐	☐	☐	☐
4. Performed work within project schedule	☐	☐	☐	☐
5. Performed work within project budget	☐	☐	☐	☐
6. Performed work in compliance with agency policies and procedures.	☐	☐	☐	☐
7. Demonstrated professional communications	☐	☐	☐	☐
8. Provided accurate and properly constituted invoicing	☐	☐	☐	☐
9. Provided timely response and resolution to any problem or issue	☐	☐	☐	☐
10. Overall satisfaction with the quality of contract work and conduct of the contractor	☐	☐	☐	☐
	YES	**NO**		
11. Did Contractor complete all work (projects, deliverables, etc.) specified in the Contract/ Order?	☐	☐		
12. Would you hire this Contractor again?	☐	☐		
13. Would you recommend this Contractor?	☐	☐		

SECTION 2 - L&I'S NARRATIVE (Provide a brief description of the work performed)

It is the purpose of this Contract/Order to _____(e.g., provide, obtain, etc.)_____

1.) THE CONTRACTOR WAS VERY GOOD IN THE FOLLOWING AREAS/SKILLS:

2.) THE CONTRACTOR NEEDS IMPROVEMENT IN THE FOLLOWING AREAS/SKILLS:

3.) PLEASE ELABORATE ON ANY AREAS IN SECTION 1 ABOVE WITH A RATING OF "1":

4.) ADDITIONAL COMMENTS, IF ANY ON OVERALL PERFORMANCE OR OTHER APPLICABLE ISSUES:

(Attach additional sheets if necessary)

SECTION 3 - CONTRACTOR'S COMMENTS

Brief comments/suggestions from the Contractor for L&I's Contract/Order Manager or L&I management?

(Attach additional sheets if necessary)

ATTACHMENT D
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 a download of L&I claims data owned by L&I. In the execution of this Agreement, data will be available through the Occupational Health Management System (OHMS) on a daily basis.

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

DATA CLASSIFICATION DECLARATION

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

☒ **CHECK THE APPROPRIATE BOX**

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

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

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

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

METHOD OF DATA ACCESS
The data shall be provided by the Dept of Labor & Industries/Information Services in the following format:
☐ Encrypted CD-ROM/portable storage device
☐ Encrypted electronic-mail
☐ US or CMS mail (Traceable delivery required (e.g. messenger, federal or commercial carrier, certified, return receipt mail).
☒ Secure file transfer (Secure file transfer (encrypted) required)
☒ On-line application
☐ Network assessment
☐ Direct connection to the network
☒ Other, Claim and Account Center (CAC)
☒ Other, Occupational Health Management System (OHMS)

Frequency of Data Exchange
☐ One time: data shall be delivered by _____ (date)
☒ Repetitive: frequency or dates (during term of agreement)
☒ As available

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

AUTHORIZED ACCESS TO DATA
Access to the data is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and

prior to making the data available, the Receiving Organization shall notify all staff with access to the data of the use and disclosure requirements and obtain their signature on the attached "Attachment E Confidentiality Statement and Non-Disclosure" document.

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

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

USE OF DATA FOR RESEARCH PURPOSES
With regard to the use of data for academic research, the Contractor and L&I specifically agree to the following:

1. The Contractor shall request and must receive written permission from L&I's Assistant Director for the program sponsoring this contract, or his/her designee, in advance, for any use of L&I data for research beyond the scope of this contract. L&I's permission is intended to prevent misuse of the data, not to limit or prohibit objective analysis.

   In considering whether to grant permission for use of L&I data, L&I will take into account factors such as the following:
   - The potential contribution to the fund of knowledge in research of interest to L&I;
   - The opportunity for L&I staff to work collaboratively with the Contractor on the research;
   - The potential to answer policymakers' or researchers' more in-depth questions;
   - Consumer satisfaction, survey, and/or implementation of program issues;
   - Recognition of the relative intellectual contribution to the research by the Contractor and L&I investigators; and
   - The level of benefit to L&I programs, staff and/or clients.
2. The Contractor shall return to L&I at the conclusion of this contract, all data received from L&I for the purposes ofthe research.
3. L&I reserves the right to review and place the following disclaimer on all related work published beyond the scope of this contract:

   The content of this publication does not necessarily reflect the view or policies of the Washington State Department of Labor and Industries, nor does the mention of trade names, commercial products, or organizations imply endorsement by the state of Washington.
4. L&I reserves the right to receive the following at no charge: a) a detailed briefing of approximately 1 to 2 hours in length on the findings, analysis, and/or conclusions of all COHE-related research performed outside of the scope of this Contract; and b) copies of work products and/or publications.

   To the extent that the activities performed under this Contract are intended to be objective and unbiased, L&I's right to review and comment upon work products in progress shall not include any attempts to violate the integrity of the process. L&I will not place content or editorial restrictions on the Contractor with regard to any materials submitted by the Contractor for publication, which are, in whole or part, work products delivered as part of this Contract.

The party to this Agreement that receives personal identifiable information from another state agency must protect it in the same manner as the original agency that collected the information (Based on **Executive Order 00-03**.

RIGHTS IN DATA

Each party shall be the copyright owner, for all purposes under Title 17 U.S.C., of all data which originates from this Agreement. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights

SECURITY OF DATA

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

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

1. **GENERAL ACCESS—**

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

2. **PRINT—**

   Store in a secured, lockable enclosure.

3. **COPYING—**

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

4. **MEDIA DISPOSAL—**

   A) Printed materials (reports and documents): Destruction is required (recycling is prohibited). Shredding or use of certified, marked and locked bins for shredding is appropriate.

   B) Removable magnetic or optical storage media (tape, diskettes, CDs): Media must be destroyed or deposited in certified bins specifically designated for magnetic media or "cleaned" using a U.S. Department of Defense-standard data cleaning program, and then may be reused.

5. **PHYSICAL SECURITY OF DATA —**

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

6. **ELECTRONIC DATA AT REST—**

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

7. AUTHENTICATION OF USER IDENTITY—

A) Authentication from inside an L&I facility for the Receiving Organization staff to access internal LAN and computer systems—requires user ID and password

B) Authentication for the Receiving Organization staff from a location outside of an L&I facility—strong authentication (e.g., digital certificates, hardware, tokens, biometrics, etc) is required.

8. DATA DISPOSITION (MEDIA DISPOSAL)—

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

TERMINATION OF ACCESS

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

ATTACHMENT E
CONFIDENTIALITY STATEMENT AND NON-DISCLOSURE
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
AND
UW MEDICINE
HARBORVIEW MEDICAL CENTER

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

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

I have been informed and understand all information related to this DSA (Data Sharing Agreement) is Confidential or Restricted Confidential, is protected under RCW 39.34.240 and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.

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

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

	Employee I have read and understand the above Notice of Nondisclosure of information.	Supervisor The employee has been informed of their obligations including any limitations, use or publishing of confidential data.
Signature		
Printed Name		
Organization		
Job Title		
Email Address		
Date		

ATTACHMENT F
CERTIFICATION OF DATA DISPOSITION

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

Date of Disposition _____

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

☒ **CHECK THE APPROPRIATE BOX**

☐ **All copies of any data sets related to this Contract have been wiped from all data storage systems and media.**

☐ **All on-line access accounts related to this Agreement have been deleted.**

☐ **All printed and hard copy materials and all non-wiped computer media containing any data related to this Agreement have been destroyed.**

☐ **All copies of data sets related to this Agreement 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 Agreement shall be retained for the purposes stated herein for a period of time not to exceed (e.g. one year etc.), after which all data shall be destroyed or returned to L&I.**

I hereby certify, by signature below, that the data disposition requirements as provided in L&I Contract No. K5095 have been fulfilled as indicated above.

<Contractor Name>

_____
(Signature) ***(Date)***

_____
(Print Name)

_____
(Title)

ATTACHMENT G
COHE Contract Management Calendar

For the first three-year contract cycle, activities and deliverables will be due on the schedule shown in the calendar below. Excluded are some additional activities that will occur in 2025 if L&I decides to extend the contract period of performance for an additional three years.

	Month	Activity or Deliverable	Who's responsible?	For details, see this deliverable or contract Item:
2022	July	✓ **July 1: Current Contract Begins**		Special Terms & Conditions
	August	✓ **Due August 30: Key staffing positions filled**	**COHE**	Statement of Work; 1: COHE Implementation Work Plan
		✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	September	✓ **Due September 1: Initial work plan**	**COHE**	1: COHE Implementation Work Plan
	October	✓ **Due October 1: Initial recruitment of at least 3 COHE Advisors**	**COHE**	3: COHE Advisors
		✓ **Due October 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	November	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	December	✓ n/a		

	Month	Activity or Deliverable	Who's responsible?	For details, see this deliverable or contract Item:
2023	January	✓ **Due January 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	February	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	March	✓ n/a		
	April	✓ **Due at Mandatory COHE Directors' meeting: Present proposal for annual quality improvement (QI) project**	**COHE**	6: Best Practices & Quality Improvement Methods
		✓ **Due April 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	May	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	June	✓ L&I conducts annual performance review with COHE Program Director	L&I Contract Manager	8: Performance Monitoring and Annual Review
		✓ COHE Medical Director License checkpoint	L&I Contract Manager	Statement of Work
		✓ COHE Insurance checkpoint	L&I Contract Manager	Special Terms & Conditions
		✓ COLA Adjustment Announced (if applicable)	L&I Contract Manager	Attachment B: Budget & COHE Program Fee Schedule
		✓ **Due June 1: annual provider enrollment and training report**	**COHE**	7: Reports & Meetings
		✓ **Due June 15: updated work plan**	**COHE**	1: COHE Implementation Work Plan
		✓ **Due June 15: annual on-going training report**	**COHE**	2: Provider Recruitment, Enrollment, and Training

		✓ **Due June 15: annual COHE Advisor enrollment report**	**COHE**	3: COHE Advisors
	July	✓ **Due June 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	August	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
		✓ Due August 15: L&I delivers Annual Review	L&I Contract Manager	8: Performance Monitoring and Annual Review
	September	✓ **Due September 1: Begin QI project work**	**COHE**	6: Best Practices & Quality Improvement Methods
	October	✓ **Due October 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	November	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	December	✓ n/a		

	Month	Activity or Deliverable	Who's responsible?	For details, see this deliverable or contract Item:
2024	January	✓ **Due January 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	February	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	March	✓ n/a		
	April	✓ **Due at Mandatory COHE Directors' meeting: Present proposal for annual quality improvement (QI) project**	**COHE**	6: Best Practices & Quality Improvement Methods
		✓ **Due April 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	May	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	June	✓ L&I conducts annual performance review with COHE Program Director	L&I Contract Manager	8: Performance Monitoring and Annual Review
		✓ COHE Medical Director License checkpoint	L&I Contract Manager	Statement of Work
		✓ COHE Insurance checkpoint	L&I Contract Manager	Special Terms & Conditions
		✓ COLA Adjustment Announced (if applicable)	L&I Contract Manager	Attachment B: Budget & COHE Program Fee Schedule
		✓ **Due June 1: Annual provider enrollment and training report**	**COHE**	7: Reports & Meetings
		✓ **Due June 15: updated work plan**	**COHE**	1: COHE Implementation Work Plan
		✓ **Due June 15: annual on-going training report**	**COHE**	2: Provider Recruitment, Enrollment, and Training
		✓ **Due June 15: QI project summary write-up**	**COHE**	6: Best Practices & Quality Improvement Methods
		✓ **Due June 15: annual COHE Advisor enrollment report**	**COHE**	3: COHE Advisors
	July	✓ **Due July 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	August	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
		✓ Due August 15: L&I delivers Annual Review	L&I Contract Manager	8: Performance Monitoring and Annual Review
	September	✓ **Due September 1: Begin QI project work**	**COHE**	6: Best Practices & Quality Improvement Methods

	October	✓ **Due October 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	November	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	December	✓ n/a		

	Month	Activity or Deliverable	Who's responsible?	For details, see this deliverable or contract Item:
2025	January	✓ **Due January 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	February	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	March	✓ n/a		
	April	✓ **Due April 10: Quarterly Status Report**	**COHE**	7: Reports & Meetings
	May	✓ L&I delivers quarterly performance reports	L&I Contract Manager	8: Performance Monitoring and Annual Review
	June	✓ L&I conducts three-year performance review with COHE Program Director	L&I Contract Manager	8: Performance Monitoring and Annual Review
		✓ **Due June 1: Annual provider enrollment and training report**	**COHE**	7: Reports & Meetings
		✓ **Due June 15: annual on-going training report**	**COHE**	2: Provider Recruitment, Enrollment, and Training
		✓ **Due June 15: QI project summary write-up**	**COHE**	6: Best Practices & Quality Improvement Methods
		✓ **Due June 15: annual COHE Advisor enrollment report**	**COHE**	3: COHE Advisors
		✓ **Due June 15: Quarterly Status Report**	**COHE**	7: Reports & Meetings

ATTACHMENT H
COHE Occupational Health Best Practices

Definitions of COHE Occupational Health Best Practices

Best practice 1 activity:	**Submitting a complete and timely Report of Accident (ROA).**
Purpose:	Ensures claims are opened quickly and that treatment can continue for the patient in a timely manner.
Details:	Complete includes all of the Provider section and some of the worker section of the ROA. Timely is considered received at L&I no more than two business days after the first workers' compensation medical visit.
Best practice 2 activity:	**Completing an Activity Prescription Form (APF) during the first office visit or when patient restrictions change.**
Purpose:	The worker, employer, and claim manager will all understand the treatment plan and recovery expectations.
Details:	APF will each ROA and an APF within four weeks on all compensable claims (time-loss and kept on salary).
Best practice 3 activity:	**Two-way communication between the attending provider and the employer.**
Purpose:	Ensures that the employer is aware of the treatment and recovery plan for the worker.
Details:	Providers (or their HSCs) securely contacting the employer (or their representative) within the first twelve weeks from the claim established date to discuss treatment, job modification, and recovery plans. The focus of this best practice is claims with restrictions.
Best practice 4 activity:	**Identify barriers to recovery and solutions to those barriers with each worker.**
Purpose:	Identify patients at risk before they become long-term disabled.
Details:	Health Services Coordinators (HSCs) administer the Functional Recovery Questionnaire (FRQ) for injured workers identified in worklists in the Occupational Health Management System (OHMS), and communicating results as appropriate to the parties involved in the claim (for example, the provider, employer, claim manager, or, when applicable, vocational rehabilitation counselor).

Best practice 5 activity:	**Prescribe opioids appropriately.**
Purpose:	Reduce risk of harm to workers by following prescribing practices.
Details:	Providers limiting first fill of opioids for non-cancer patients to no more than three days. Providers limiting the number of workers who transition to chronic opioid therapy. Providers limiting the dosage for workers on chronic opioid therapy.

Provider Adoption of Best Practices (BP) During the Reporting Period

Measure: This measure is the percentage of providers who have met the targets of the best practices.

Target: 80% of providers should be high or medium adopters

Definitions for the measure of Provider Adoption of Best Practices During the Reporting Period:

Categories of adoption level by the number of BP targets met:

The provider adoption measure for providers of Emergency Departments (EDs) is different because best practices three and four would seldom be implemented in an emergency setting. The best practices expected to be implemented in an emergency visit are the two first best practices:
1) submitting a complete Report of Accident (ROA) in 2 business days or less, and 2) completing an Activity Prescription Form (APF) on the first visit.

Operational Measures of Health Services Coordination

COHE Health Services Coordinators (HSCs) have been measured and evaluated during past reporting periods at the COHE level.
These measures have provided valuable information regarding on-going processes within each COHE's operations and the measures will continue. L&I will be working over the first two years of this contract to evaluate the impact of new systems and processes on COHE HSC activities to help refine measures and set meaningful targets in the future. At this time, the following three HSC operational measures are for informational purposes only, unless the COHE is using the alternative HSC staffing method:

Operational measure 1: HSC contact with 80% of all workers transitioning from the emergency department within five L&I business days.

Operational measure 2: HSC services provided to at least 80% of all workers with restrictions.

Operational measure 3: 100% of all HSC services are provided in the workers' preferred language.

ATTACHMENT I
COHE SERVICE AREA

Data in the table below represents L&I's estimates at the high-end to account for potential growth. Actual data may differ over time.

Accountable Community of Health (ACH)	County	Health Care Organization	# of providers enrolled / to be enrolled	# of claims initiated annually (State Fund)	Date Recruitment Begins
HealthierHere	King	UW Harborview Medical Center	236	3,750 + 300 catastrophic	ongoing
		UW Medicine - NW	TBD	~1,150	August 2022

Note: ACH Regions Map courtesy of https://www.hca.wa.gov/assets/program/ach-map.pdf