

# Memorandum of Agreement

## October 2008

### Continuity of care for patients of licensed Opioid Treatment Program (OTP) providers in times of emergencies

Between the following providers:

\_\_\_\_\_ (Licensed OTP Provider)

\_\_\_\_\_ (Licensed OTP Provider)

\_\_\_\_\_ (Licensed OTP Provider)

\_\_\_\_\_ (Licensed OTP Provider)

#### 1. Purpose

Each signing party of this Agreement desires to voluntarily aid and assist each other by the interchange of resources and services in the event that an emergency or disaster situation should occur in which a signing party is unable to provide opioid replacement treatment to all or a portion of their patients. The signing parties agree that this Agreement, however, will not create a legal duty to provide Assistance.

The purpose of this Memorandum of Agreement (MOA) is to define the responsibilities of the parties and establish a mechanism whereby a licensed OTP provider (“receiving provider”) dispenses methadone, or other prescribed opiate substitution medication, during an emergency on behalf of the OTP provider in which the patient is enrolled (“primary provider”).

#### 2. Description

Licensed OTP Providers enter into this MOA to provide prescribed opiate substitution medication to enrolled patients (“patients”) in the event of an emergency in which the ability of either provider to serve their patients is compromised. Emergency circumstances include loss of power, structural damage to facility, fire, flooding, or staff shortage.

The following are the minimum tasks that will be performed by the receiving provider when the agreement is activated:

- a. Provide short-term (30 consecutive days or less) methadone dosing of primary provider’s patient(s)
- b. For receiving providers who are licensed to dispense opioid substitution medication in addition to methadone (i.e. Suboxone, buprenorphine), provide short-term (30 consecutive days or less) dosing of prescribed opiate substitution medication to primary provider’s patient(s)
- c. Document dispensing and treatment in accordance with county, state and federal requirements
- d. Make best effort to verify patient’s dosage
- e. Make best effort to verify patient’s identity
- f. Within 90 days, communicate to primary agency information that is required (i.e. activity information, discharge data) for the Target database and for State billing purposes

- Veteran's Administration is exempt from this task
- g. Communicate to primary agency information that is clinically significant (examples: recent history of missed dosage, impairment, pregnancy, medication changes).
- h. Dispense up to 30 mg. of methadone to patient if verification of dosage is not reasonably possible after best efforts to do so have been made
- i. Keep records of dispensing, which include doses delivered and by whom, and submit to primary provider within 15 calendar days after services rendered.
- j. If operational, use WATrac software to assist with sharing patient data such as identity and dosage verification, and clinically significant information.

The following are the minimum tasks that will be performed by the primary provider when the agreement is activated:

- a. Make best effort to give receiving provider patient name(s), name of opioid substitution medication prescribed, amount and date of last dosage, any other clinically significant information, and additional information that will assist in verifying patient identity such as race/ethnicity, date of birth, last four digits of Social Security number.
- b. Input required data into Target database.
  - Veteran's Administration is exempt from this task
- c. Bill State of Washington or other funding source for services rendered to primary provider's patient(s) by receiving provider while this agreement is activated
- d. Communicate to patient(s) where to present for dosage and which documents and items to bring (examples: picture ID, pill bottle, prescription)
- e. Deploy clinical or administrative staff from the primary agency to the receiving agency when requested by the receiving agency for activities such as dispensing, counseling and other medical care.
- f. Make best efforts to transport opioid substitution medication from primary agency's supply to receiving agency and include a completed DEA form 222.
- g. If operational, use WATrac software to assist with sharing patient data such as identity and dosage verification, and clinically significant information.

### **3. Activation and Deactivation**

This Agreement shall become effective immediately upon its execution by the signatory provider's respective Chief Executives or designee. This Agreement is activated by written or verbal notification by the primary provider's Chief Executive or his/her designees to the receiving provider's Chief Executive or his/her designees and the receiving provider indicates agreement for activation via written or verbal communication back to primary provider. Activation of this agreement may occur at any time, day or night including weekends and, or holidays.

The mutual aid shall remain in effect until participation in activation is terminated by the withdrawing Party(ies) in writing. Receiving provider agrees to give reasonable notice to the primary provider(s) before withdrawing assistance.

### **4. Terms and Termination of MOA**

- a. This Agreement shall be in full force and effect through the date of execution and ending, December 31<sup>st</sup>, 2011, but will be renewed automatically unless terminated pursuant to the terms hereof.
- b. Signing parties may terminate this Agreement with written notification to the other signing parties no less than thirty (30) calendar days in advance of the termination

date.

- c. The receiving provider's clinical personnel who care for primary provider's patients must be in good standing with the receiving provider, and be up-to-date on all requisite licensing and permitting.
- d. The receiving provider and all its personnel who participate in the event the agreement is activated must abide by all federal, state, and local laws.
- e. The primary and receiving providers must assure detailed records of expenditures and time spent by deployed staff are complete, accurate, and have adequate supporting documentation.

## **5. Employees**

In the case where clinical or administrative staff from the primary agency are requested by the receiving agency, employees of a primary provider shall at all times while performing assistance continue to be employees of the primary provider. Wages, hours and other terms and conditions of employment of primary provider shall remain applicable to all of its employees who perform assistance under this Agreement. Primary provider shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Receiving provider shall not be responsible for paying any wages, benefits, taxes or other compensation to primary provider's employees.

Each Party shall provide for the payment of Workers' Compensation benefits to its own injured personnel in case such personnel sustain injuries or are killed while rendering aid under this Agreement, in the same manner and on the same terms as if the injury or death were sustained serving its own patients. Nothing in this Agreement shall abrogate or waive any Party's right to reimbursement or other payment available from any local, state or federal governments or abrogate or waive the effect of any waiver, indemnity or immunity available to a Party under local, state or federal law or other governmental action. To the extent that such reimbursement, payment, waiver, indemnity or immunity does not apply, then each Party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, Workers' Compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Each Party shall provide Workers' Compensation in compliance with the statutory requirements of the State of Washington.

## **6. Cost and Method for Reimbursement**

- a. The receiving provider must submit to primary provider complete and accurate documentation of services rendered to patient(s) of the primary provider, which include dispensing records and an invoice, within 15 calendar days after services rendered.
- b. Upon receiving complete and accurate documentation from receiving provider and agreement of invoice, primary provider will submit documentation for reimbursement at the Medicaid rate at time of service to State of Washington or other funding source as applicable.
- c. Primary provider will reimburse receiving provider within 15 calendar days of receiving payment from State of Washington or other funding source.
- d. If the primary provider has not reimbursed the receiving provider within 15 calendar days, the receiving provider can allow a 45 calendar day "grace period" to the primary provider. At the end of the grace period, the receiving provider may take appropriate action to pursue reimbursement.

## **7. Contract Claims**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as interpreted by the Washington courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution.

**8. Acceptance of Agreement**

Providers offering to enter into this MOA shall fully complete this MOA with the information requested herein, sign two originals of a fully completed MOA. Each provider will keep one of the original agreements.

In addition, a copy of the MOA, signed and fully completed by the providers, shall be faxed or sent to:

Public Health – Seattle & King County  
C/O The King County Healthcare Coalition  
401 5<sup>th</sup> Ave., Suite 1300  
Seattle, WA. 98104

or

FAX: 206-296-0166

As noted by the signature (below) of the providers, the providers agrees to accept the terms and conditions as set forth in this Agreement, agrees to abide by the requirements for reimbursement. All amendments to this MOA must be in writing and agreed to by both providers.

**OTP Provider**

Company Name	Evergreen Treatment Services
Business address	1700 Airport Way, Seattle WA, 98134
Phone #	206-226-3644
Fax #	206-223-1482
E-mail	information@evergreentreatment.org

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Emergency Contact Information (for after-hour emergencies)

Contact name	Ron Jackson
Contact phone #	206-226-3644
Contact fax #	206-223-1482
Contact cell #	206-715-7731
Contact e-mail	ronjack@u.washington.edu

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Signature of Chief Executive \_\_\_\_\_  
Printed name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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**OTP Provider**

Company Name WCHS, Inc  
Business address 2838 NE Sunset Blvd., Renton WA, 98056  
Phone # 425-687-7082  
Fax # 425-687-7352  
E-mail mburke@crchealth.com

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Emergency Contact Information (for after-hour emergencies)

Contact name Michelle Burke  
Contact phone # 425-687-7082  
Contact fax # 425-687-7352  
Contact cell # 206-353-2884  
Contact e-mail mburke@crchealth.com

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Signature of Chief Executive \_\_\_\_\_  
Printed name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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**OTP Provider**

Company Name Therapeutic Health Services  
Business address 1116 Summit Avenue, Seattle, WA 98101  
Phone # 206-323-0930  
Fax # 206-683-8664  
E-mail patriciaeq@therapeutichealth.org

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Emergency Contact Information (for after-hour emergencies)

Contact name Patricia Edmond-Quinn  
Contact phone # 206-323-0930 ext. 202  
Contact fax # 206-683-8664  
Contact cell # 206-683-8664  
Contact e-mail patriciaeq@therapeutichealth.org

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Signature of Chief Executive \_\_\_\_\_  
Printed name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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**OTP Provider**

Company Name Veteran's Administration Puget Sound  
Business address 1660 South Columbian Way, Seattle WA, 98108  
Phone # 206-762-1010  
Fax # 206-764-2224

E-mail

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Emergency Contact Information (for after-hour emergencies)

Contact name  
Contact phone #  
Contact fax #  
Contact pager #  
Contact e-mail

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Signature of Chief Executive \_\_\_\_\_  
Printed name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_