|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| C:\Users\ANDERM\Desktop\HCA-logo.png | | PARTICIPATING PROVIDER AGREEMENT for  Purchase of Sublocade and Brixadi | | | | | | | | HCA Agreement Number: K  Clinic Agreement Number: | | | |
| THIS PARTICIPATING PROVIDER AGREEMENT (Agreement) is made by and between the Washington State Health Care Authority (HCA) and the undersigned clinic (Provider), pursuant to Department of Enterprise Services Statewide Agreement #19022. | | | | | | | | | | | | | |
| CLINIC NAME | | | | | | CLINIC DBA | | | | | | | |
|  | | | | | |  | | | | | | | |
| CLINIC ADDRESS | Street | | | | | City | | | | | State | Zip Code | |
|  | | | | | |  | | | | |  |  | |
| CLINIC AGREEMENT MANAGER | | | | TELEPHONE | | | | | | E-MAIL ADDRESS | | | |
|  | | | |  | | | | | |  | | | |
|  | | | | | | | |  | | | | | |
| HCA PROGRAM | | | | | | | | HCA DIVISION/SECTION | | | | | |
| Long-Acting Injectable Buprenorphine Funding Program | | | | | | | | CQCT/PDP | | | | | |
| HCA AGREEMENT MANAGER NAME AND TITLE | | | | | | | HCA AGREEMENT MANAGER ADDRESS | | | | | | |
| Leta Evaskus, Pharmacy Strategy & Innovation Manager | | | | | | | Health Care Authority  626 8th Avenue SE  Olympia, WA 98504 | | | | | | |
| HCA AGREEMENT MANAGER TELEPHONE | | | | | | | | HCA AGREEMENT MANAGER E-MAIL ADDRESS | | | | | |
| (360) 725-1188 | | | | | | | | leta.evaskus@hca.wa.gov | | | | | |
|  | | |  | | | | | |  | | | | |
| AGREEMENT START DATE | | | AGREEMENT END DATE | | | | | | TOTAL MAXIMUM AGREEMENT AMOUNT | | | | |
| Date of execution | | | June 30, 2025 | | | | | | Fee for Service | | | | |
| PURPOSE OF AGREEMENT: | | |  | | | | | |  | | | | |
| Through Engrossed Substitute Senate Bill 5950, Section 215(126), the Legislature in 2024 appropriated $3 million of the opioid abatement settlement to HCA to increase access to long-acting injectable (LAI) buprenorphine products. HCA must use these funds to (1) on a one-time basis, provide LAI buprenorphine products to small providers that are not financially affiliated with a hospital and (2) cover the cost and administration of the drug for uninsured individuals that do not qualify for other state or federal health insurance programs. These funds are only available until June 30, 2025. This program ends on June 30, 2025, or when funding is exhausted, whichever occurs first. | | | | | | | | | | | | | |
|  | | |  | | | | | |  | | | | |
| The parties signing below warrant that they have read and understand this Agreement and have authority to execute this Agreement. This Agreement will only be binding upon signature by both parties. The parties may execute this Agreement in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this Agreement shall be the same as delivery of an original. | | | | | | | | | | | | | |
| PROVIDER SIGNATURE | | | | | PRINTED NAME AND TITLE | | | | | | | | DATE SIGNED |
|  | | | | |  | | | | | | | |  |
| HCA SIGNATURE | | | | | PRINTED NAME AND TITLE | | | | | | | | DATE SIGNED |
|  | | | | |  | | | | | | | |  |

# RECITALS

# HCA entered into DES Statewide Cooperative Agreement #19022 on June 11, 2024, and became a member state of Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP Infuse).

# MMCAP Infuse is a free, voluntary, public sector group purchasing organization for government-authorized facilities and is operated by the Office of State Procurement of the State of Minnesota’s Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it agreements;

# HCA would like to join a Participating Provider Agreement to purchase long-acting injectable (LAI) buprenorphine products on behalf of the Provider through the MMCAP Infuse member state agreement noted above.

# NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, HCA and Provider enter into this Agreement.

# DEFINITIONS

**“Authorized Representative”** means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

**“Confidential Information”** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW, chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

**“Agreement”** means the entire written agreement between HCA and the Provider, including any exhibits, documents, or materials incorporated by reference.

**“Data”** means information disclosed, exchanged or used by Provider in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Agreement.

**“Distributor”** means an MMCAP Infuse Agreement prescription drug supplier used for ordering and delivering drugs.

**“Health Care Authority”** or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**“High Intensity OUD Treatment”** means high-intensity community-based teams serving people with opioid use disorder (OUD). These programs support the administration of LAI buprenorphine to people at risk for overdose in non-traditional settings. This includes existing field-based teams funded with federal state opioid response grants, low-barrier buprenorphine programs, or street medicine teams to enhance low-barrier services in areas with high rates of overdose.

“**Provider”** means [***insert Clinic Name***], any individual or entity authorized to administer long-acting injectable buprenorphine to patients, or ordering or referring for those services, and is legally authorized to do so by Washington state. For avoidance of doubt, this definition includes, but is not limited to, Indian Health Care Providers.

**“Services”** means all work performed or provided by Provider pursuant to this Agreement.**“Street Medicine”** means medical outreach for unsheltered populations is the provision of providing direct medical care to individuals living on the streets, or in other hard to reach locations where unsheltered individuals may be living. Medical care is completed through outreach services such as walking teams and/or ad hoc outdoor clinics. Medical care is usually provided free of charge and delivered onsite, including the dispensing or administration of medications.

# PROVIDER REQUIREMENTS

* 1. As a condition of participation under this Agreement, Provider represents and warrants as follows:

### Provider is not owned by a hospital.

### Provider is not owned or operated by a carceral facility, nor will any Provider administer the medications received through the LAI buprenorphine funding program to a patient in a carceral facility.

### Provider is Risk Evaluation and Mitigation Strategy (REMS) certified for (check all that apply):

* + - 1. Sublocade
      2. Brixadi

### If not currently REMS certified, Provider will be REMS certified for (check all that apply):

* + - 1. Sublocade on: Click or tap to enter a date.
      2. Brixadi on: Click or tap to enter a date.

### Provider will properly store and secure the medication per REMS specifications.

### To administer medication to an Apple Health (Medicaid) client, Provider has a [Core Provider Agreement](chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https:/www.hca.wa.gov/assets/billers-and-providers/09-015-core-provider-agreement.pdf) in place with HCA.

### Provider has five or fewer individual licensed prescribers that prescribe Sublocade or Brixadi for opioid use disorder (OUD).

### Provider will only use products purchased through the LAI buprenorphine funding program for Medicaid clients or individuals who are uninsured.

* 1. Provider must follow the LAI buprenorphine funding program procedures as follows:

### Sign this Agreement.

### MMCAP Infuse will contact Provider to set up a MMCAP Infuse ID, and Provider will complete any MMCAP Infuse contracting requirements.

### Provider’s REMS certification will be validated.

### Provider will receive access to Distributor website with option to order Sublocade and Brixadi. These drugs may need to be ordered through different Distributors.

### The number of drugs the Provider can order will be determined after HCA reviews the Provider’s application.

### HCA must approve every order. HCA approval process is outlined in Section 5.2, Process for Reconciliation and Claims Submission.

# PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement will begin on **date of execution**, and end on **June 30, 2025**, unless terminated sooner or extended upon written agreement between the parties.

# PAYMENT

LAI buprenorphine program funding is limited and HCA wants to ensure Providers can continue to administer LAI buprenorphine on their own. Apple Health plans will pay Provider for LAI buprenorphine claims submitted for Apple Health clients. Provider will allocate this money for future LAI buprenorphine purchases after this current LAI buprenorphine funding program ends.

The compensation for LAI buprenorphine drugs administered to Apple Health clients will be provided according to the [Apple Health fee schedule](https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules) or the rates that Provider has agreed to with Apple Health managed care plans. The intent of the compensation is for Provider to continue supplying LAI buprenorphine to patients, when the funding for the LAI buprenorphine program is exhausted.

# PROCESS FOR RequestING reimbursement

* 1. Required information for Provider to complete for reimbursement:

### Contact person who will manage orders and receiving:

* + - 1. Name:
      2. Phone number:
      3. Email address:

### The number of patients in the clinic to whom the Provider prescribes, or could prescribe, LAI buprenorphine to per month:

### List of licensed prescribers who prescribe LAI buprenorphine, include NPI, DEA and Medicaid Provider numbers:

* + - 1. Licensed prescriber name, NPI, DEA, Medicaid Provider Number # 1:
      2. Licensed prescriber name, NPI, DEA, Medicaid Provider Number # 2:

* + - 1. Licensed prescriber name, NPI, DEA, Medicaid Provider Number # 3:

* + - 1. Licensed prescriber name, NPI, DEA, Medicaid Provider Number # 4:

* + - 1. Licensed prescriber name, NPI, DEA, Medicaid Provider Number # 5:

### Provider is eligible for receipt of state-directed funding to address the opioid epidemic as directed by any of the following: (check all that apply)

High Intensity OUD Treatment (ESSB 5950, Section 215(136))

Five Street Medicine teams that rapidly assess and address the acute and chronic physical and behavioral health needs of homeless people. (ESSB 5950, Section 215(144))

The support of an opioid recovery and care access (ORCA) center in Seattle. (ESSB 5950, Section 215(125))

None

* 1. Process for Reconciliation and Claims Submission

### Within two business days of when Provider receives the medication, the Provider must log into the Distributor website and mark it as received.

### HCA will be invoiced by Distributor. HCA will only pay the Distributor after the Provider has confirmed receipt on the Distributor website.

### If the client is in a managed care plan, then Provider will submit the claim to the managed care plan. If the client is in Fee-for-Service, then Provider will submit the claim to HCA. If Provider fails to bill for a Medicaid client, HCA will recoup the cost of the LAI buprenorphine purchased through this program directly from Provider.

### If client is uninsured, Provider will not receive any additional payments.

### Reconciliation reports

### Provider will report to HCA within thirty (30) calendar days of administering product to an individual and provide the following information, or before each additional purchase. Provider will submit a reconciliation report to the HCA Agreement Manager via email at [PDP@hca.wa.gov](mailto:PDP@hca.wa.gov).

### The monthly report will contain:

* + - 1. Patient name;
      2. Patient date of birth;
      3. Patient Medicaid ID number or Social Security number;
      4. Patient’s other insurance plan name and plan ID number or uninsured status;
      5. Patient address;
      6. Administering provider name;
      7. Date of service; and
      8. Quantity of unused product remaining.

# ACCESSIBILITY

# OMITTED

# AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

# SUBCONTRACTING

Provider may not subcontract any of the services in this Agreement.

# 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.

# AGREEMENT MANAGEMENT

The Agreement Manager for each of the parties, named on the face of this Agreement, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Agreement Management. Changes in Agreement Management shall require an amendment.

# DISALLOWED COSTS

The Provider is responsible for any audit exceptions or disallowed costs incurred by its own organization.

# DISPUTES

In theevent that a dispute arises under this Agreement, it will be determined by a dispute board in the following manner: Each party to this Agreement will appoint one member to the dispute board. The members so appointed will jointly appoint an additional member to the dispute board. The dispute board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The dispute board will thereafter decide the dispute with the majority prevailing. The determination of the dispute board will be final and binding on the parties hereto.

# GOVERNING LAW

This Agreement is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Agreement will be construed as a waiver by HCA of the State’s immunity under the 11th Amendment to the United States Constitution.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

## Applicable Federal and State of Washington statutes and regulations;

## Any other provisions of this Agreement, including materials incorporated by reference.

# INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement will not be considered for any purpose to be employees or agents of the other party.

# RECORDS MAINTENANCE

* 1. The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.
  2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

# TREATMENT OF ASSETS

For avoidance of doubt, HCA shall not transfer title to any property or assets to Provider under this Agreement.

# CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement.Provider agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA’s clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA’s written consent except as may be required by law.

# SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will 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.

# FUNDING AVAILABILITY

Provider’s availability to purchase LAI buprenorphine is contingent on HCA’s available funding or the deadline of June 30, 2025 to use the funds. If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

# TERMINATION FOR CONVENIENCE

When, at HCA’s sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten calendar days’ written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the Effective Date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

# 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 30 days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

# INDEMNIFICATION

Provider must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys’ fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Provider, its officers, employees, or agents in the performance of this Contract.

# WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an Authorized Representative of the party and attached to the original Agreement.

# 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 will be deemed to exist or to bind any of the parties hereto.

# SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Confidentiality, Indemnification, Disputes and Records Maintenance shall survive the termination of this Agreement.