

Care Management Tracking System (CMTS) License Agreement Cover Letter

Attached are the official License Agreement and Business Associate Agreement for the University of Washington (UW) AIMS Center CMTS registry. This agreement must be signed without modification to the terms and conditions, and must be fully executed prior to gaining access to CMTS or entering patient data into CMTS. The agreement is to be signed by the medical group choosing to use CMTS.

UW makes the CMTS available for organizations under a standard License Agreement, including a Business Associate Agreement (BAA). The terms and conditions are standardized in order for UW to maintain consistency across multiple types of organizations and projects.

Since 2006, CMTS has been licensed by 24+ healthcare organizations and networks in 22 states, and has helped over 87,000 patients receive better care. The agreement includes terms and conditions that apply to all subscribers and are governed by the nature of UW as an agency of the State of Washington and meet policies of the UW Board of Regents. The terms and conditions are provided by the technology licensing service in the UW CoMotion office (<http://comotion.uw.edu>).

As described in the attached License Agreement:

- CMTS remains the intellectual property of UW, and **ownership will not be transferred to the licensee**. CMTS software and data hosting on UW's server are licensed to eligible organizations; they are not offered for sale or downloading and hosting on the organization's server. UW is not acting as a vendor in the trade.
- Patient data entered into CMTS by the licensee remains the sole property of the licensee and will not be used by UW for research or any other purpose without the prior consent of the licensee.
- Patient data entered into CMTS by the licensee is considered Protected Health Information (PHI), and therefore requires UW to become the Business Associate of a Covered Entity (as defined by HIPAA). **UW licenses CMTS only to Covered Entities.**
- The BAA was approved by the UW Office of the Attorney General and the UW School of Medicine Dean's Office in January 2015. The BAA meets the requirements of the in-force HIPAA and HITECH Acts and regulations regarding exchange of PHI between a Covered Entity and UW in its role as the Business Associate. Note: only electronic PHI (ePHI) is exchanged via CMTS.

Indemnification Language

As a university, our core activity is research and education. We do not have the controls, revenues, or insurance needed in order to provide more than very limited representations. The intellectual property developed at UW stems from research and educational programs, not from a product development effort. While technology licensing is an important channel for producing impact from research, it cannot compromise the primary mission of research and education. UW makes no representation or warranty for non-infringement as UW can only provide indemnification to the extent of the Revised Code of Washington and UW Board of Regents Governance Policies. The University makes this lack of representations and warranties explicit, as well as UW's requirement that licensees indemnify UW and release UW from any claims. Thus, the UW cannot warrant that a technology licensed by UW is fit for any given purpose.

Further Resources from UW CoMotion:

Technology Licensing FAQ:

<http://comotion.uw.edu/faq/technology-licensing>

Please do not hesitate to contact the UW CoMotion office if additional information is required: Gail Dykstra, Senior Manager, Innovation Development, UW CoMotion
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