AIMS Caseload Tracker
License Agreement Cover Letter

Attached are the official License Agreement and Business Associate Agreement for the University of Washington (UW) AIMS Caseload Tracker.

Please Note: To participate, this agreement must be signed without modification to the terms and conditions, by the health care organization choosing to use the AIMS Caseload Tracker, and must be fully executed prior to gaining access or entering data into the application.

UW makes the AIMS Caseload Tracker 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.

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:

- The AIMS Caseload Tracker remains the intellectual property of UW, and **ownership will not be transferred to the licensee**. 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 the AIMS Caseload Tracker 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 the AIMS Caseload Tracker 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 the AIMS Caseload Tracker 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 the AIMS Caseload Tracker.

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:
https://comotion.uw.edu/what-we-do/faqs/

Please do not hesitate to contact the UW CoMotion office if additional information is required:

Express Licensing Program
UW CoMotion
Fax: (206) 616-3322
Email: license@uw.edu

Premera Rural Mental Health Integration Initiative
AIMS Caseload Tracker
Software and Data Storage Agreement
UW CoMotion Express License

Organizations participating in the Rural Mental Health Integration Initiative funded by Premera Blue Cross may complete this license agreement in order to access the AIMS Caseload Tracker software.

Please Note: To participate, this agreement must be signed without modification to the terms and conditions, by the health care organization choosing to use the AIMS Caseload Tracker, and must be fully executed prior to gaining access or entering data into the application.

To complete the license, please:

1. **COMPLETE & SIGN**
   Fill in the following portions of the agreement:
   - Contact information in Section 8.1
   - Contact information in Exhibit A Section 2.3
   - List of clinic locations in Exhibit D
   - Signatures on both agreement and BAA on pages 10 and 14

2. **PRINT OR SAVE**
   Print the attached license agreement form either on paper or as electronic pdf file.

3. **MAIL, FAX, or EMAIL**
   Return the signed agreement by email, fax or mail to:

   Express Licensing Program
   UW CoMotion
   University of Washington
   4545 Roosevelt Way NE, Suite 400
   Seattle, WA 98105-4608
   Fax: (206) 616-3322
   Email: license@uw.edu

4. **UW REVIEW AND SIGNING**
   UW will review the agreement, countersign it, or contact you.

5. **EXECUTED COPIES AND ACCESS**
   The Organization will receive a copy of the fully executed Agreement and will be contacted by the UW to set up access to the AIMS Caseload Tracker. Access is typically established within one week of Agreement execution.

AIMS Caseload Tracker Software and Data Storage Agreement

License Agreement

This AIMS Caseload Tracker Software and Data Storage Agreement (the "Agreement") is between the undersigned organization on its own behalf and on behalf of the entities listed in Exhibit D "Participating Clinic Locations" (collectively, the "Organization"), and the University of Washington, a public institution of higher education and an agency of the State of Washington with its principal campus located in Seattle, Washington, on behalf of the UW's School of Medicine (the "UWSOM"), including the UWSOM's Department of Psychiatry and Behavioral Sciences (the "Department") (collectively, "UW"). UW and Organization agree as follows effective as of the latest date upon which this Agreement is fully executed ("Effective Date"):

Background

UW has developed a cloud-based, HIPAA-compliant software program for prioritizing and managing patient caseloads in integrated behavioral health settings (the "Software" as defined below), which includes secondary data storage ("Data Storage Services" as defined below) of health care information relating to patients and clients ("Data" as defined below) and are combined as the AIMS Caseload Tracker ("AIMS Caseload Tracker"). The University of Washington AIMS Center has a consulting services agreement with Premera Blue Cross ("Premera") to provide clinic-level implementation coaching and program-level evaluation services for this Initiative.

UW and Organization desire to set forth herein the terms governing Organization's access to and use of the Software and Data Storage Services. In order to conduct transactions involving the disclosure of Organization protected health information ("PHI") to UW for the purpose of conducting the activities set forth herein, the parties hereby enter into a Business Associate Agreement between UW (in the role of Business Associate) and the Organization (in the role of Covered Entity), for the Purpose as identified in Section 1.10, as set forth in Exhibit A "Business Associate Agreement" and included herein by reference.

1.0 Definitions

1.1   "Account Manager" means the person or office listed in Section 8.0 "Notices" who is designated and authorized by the Organization to receive and provide technical information to the System Administrator under this Agreement and to manage system access by authorized Sites and users.

1.2   "Affiliates" means the entities listed in Exhibit D "Participating Clinic Locations".

1.3   "Authorized User(s)" or "User(s)" means those persons authorized by the Organization for the Purpose of accessing the Server to use the customized Software and Data Storage Services only as necessary for the Organization's access to and management of Organization Data. Organizations may purchase a single license to cover all clinics under their umbrella

1.4   "Covered Entity" means (a) the Organization entering the Agreement which is a HIPAA covered entity, (b) all Affiliates of the Organization listed on Exhibit D "Participating Clinic Locations" that are HIPAA covered entities.

1.5   "Data" means health care and related information pertaining to Organization patients and clients that is electronically stored on the Server and accessed through the Software. Data remains the property of the Organization. Protected Health Information (PHI) is fully partitioned and will not be shared across health care organizations.

1.6   "Data Storage Services" means storage of Data on Server.

1.7   "Delivery Date" means the date that the System Administrator notifies Organization that it may access Server, use the customized Software, utilize Data Storage Services, and provide an initial username and password to the Organization Account Manager to administer and communicate with Authorized Users, Affiliates and Sites.

1.8   "Feedback" means commentary and/or a report to the Department on the nature of the Organization deployment of the Software prior to the expiry of the Agreement. The format of the Feedback shall be at the sole discretion of the Department.

1.9   "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and any regulations enacted pursuant to its provisions.

1.10   "Purpose" means access to the Software and Data Storage Services for the use by the Organization related to its participation in the Premera Rural Mental Health Integration Initiative along with the Organization's provision of services to patients.

1.11   "Server" means a UW operated cloud service or under contract to UW by the Department on which the customized Software and Data are remotely accessed by the Internet, and through which Data Storage Services are provided.

1.12   "Site" means a designated clinical location identified by the Organization and listed in Exhibit D "Participating Clinic Locations". An Organization may have multiple clinical Sites.

1.13   "Software" means AIMS Caseload Tracker Software.

1.14   "System Administrator" means a person designated by UW to act as System Administrator under this Agreement.

1.15   "Third Party" means an individual or entity other than the UW or Organization (including Organization's Affiliate and Site).

2.0 Permissions; Acceptable and Unacceptable Uses

2.1   Commencing on Delivery Date and continuing until termination of this Agreement and for so long as the Organization complies with the terms of this Agreement, UW hereby grants to the Organization and the Organization hereby accepts:

> (a)   a limited, non-transferable, non-exclusive, and revocable license to use the Software on the Server solely for the Purpose;
>
> (b)   a right to run the Software for the purposes of entering, querying, displaying and manipulating Data (including to transfer, retrieve and store Data through use of the Software), producing reports, and utilizing the features of the Software enabled by the System Administrator at the time the Software is used.

2.2   The Organization agrees that the foregoing permission shall not be interpreted as granting the Organization any proprietary ownership, interest or right in the Software either during this Agreement or upon its termination for any reason. The Organization agrees not to remove or obscure rights management markings, such as copyright notices and patent numbers, from Software or printouts from Software.

2.3   The Organization agrees that technical specifications and instructions, including data structure and taxonomy related to the Software and Data Storage Services, shall be the confidential intellectual property

of UW ("Confidential IP") and shall not be copied, modified, distributed, performed or displayed by the Organization for internal or external uses and shall not be shared with any Third Party for any reason other than to perform the activities described in this Agreement. Organization shall take reasonable efforts to avoid disclosure and unauthorized access to the Confidential IP but in no case shall Organization take less care to protect the Confidential IP, Software and Data Storage Services than for its own information. The Organization understands that any unauthorized disclosure of the Confidential IP is a material breach of this Agreement and may result in immediate suspension of Server access and termination of this Agreement.

2.4   The Organization shall use the Software, Data Storage Services and access to the Server only for the Purpose and all such uses shall be in compliance with all applicable laws and only for lawful purposes. The Organization shall not use the Software, Data Storage Services and access to the Server for any unlawful purposes or for purposes unrelated to the Purpose.

2.5   The Organization shall use the Software, Data Storage Services and access to the Server for Data that pertains solely to its patients.

2.6   The Organization further agrees not to circumvent any authentication or security requirements established by the System Administrator, nor to engage in any activity that would cause harm to Server or the UW's computer network, including without limitation any form of hacking, interference, probing or scanning. The Organization understands that any such violation is a material breach of this Agreement and may result in immediate suspension of Server access and termination of this Agreement by UW.

2.7   The Organization shall provide a list of the Affiliates and Site(s) and contact information for each Site(s) designated by the Organization to access the Software and Data Storage Services as the Organization's Authorized User in Exhibit D "Participating Clinic Locations".

2.8   The Organization shall not sublicense, sell, display, lend, rent, lease or otherwise transfer all or any of its rights under this Agreement, including the permission to access and use the Software, nor shall it copy or duplicate any screens or Organization interfaces in the Software.

3.0 Delivery and Access; Interruptions and System Resources

3.1   On Delivery Date, UW shall provide to the Organization's Account Manager an initial username and password to an Internet address by which Authorized Users may gain access to Server at reasonable times and for reasonable periods for the purpose of using the Software and obtaining Data Storage Services. Access to the Software and the Server may be interrupted for maintenance and upgrades to the Software and/or the Server. When possible, interruptions will be announced in advance to the Organization's Account Manager. Access to the Server shall be controlled through an individual login and password assigned to each Authorized User.

3.2   The Organization understands and agrees that access to the Server and network to which it is attached is subject to interruptions due to factors beyond the control of Department and that, despite the Department's best efforts, the Server and network to which it is attached may not be error free or free from viruses, malicious code or other harmful components. The Organization further agrees that System Administrator may establish reasonable limitations on the Organization's use of Server and Server resources.

4.0 Conditions and Additional Agreements

4.1   The Organization agrees it is solely responsible for providing Authorized Users with information on the Organization's patient privacy policies and, as needed, with any conditions contained in any agreement with any Third Party for access to the Data. If Organization requests that UW share Data with a Third Party, the Organization is solely responsible for sending written notification requesting this arrangement with a Third Party to the UW Project Management Contact as identified in Section 8.1.

4.2   The Organization agrees to maintain current records of its Authorized Users and Third Party relationships and to perform regular audits on current active Authorized Users, and, upon request by UW, to provide audit reports to the System Administrator.

4.3   Access to the Server and Data residing on the Server and use of the Software is strictly limited to Authorized Users. In no event shall the Organization permit Third Parties or any other persons who are not Authorized Users to access the Server or Data residing on the Server or to use the Software. The Organization understands that any such violation is a material breach of this Agreement and may result in immediate suspension of Server access and termination of this Agreement by UW.

4.4   Organization agrees it shall have access solely to its own Data. Organization agrees it shall not have access to data belonging to any Third Party.

4.5   For Data that the Organization downloads from the Server, the Organization accepts the entire risk and responsibility with respect to providing any such Data, whether by means of reports, downloaded files, or otherwise to any other Third Party.

4.6   Organization agrees that it shall have the sole and entire risk and responsibility for maintaining an accurate and current list of Authorized Users, including establishing its internal processes for updating the list of Authorized Users. UW is not responsible for providing passwords, account information, or updating access tracking for Organization's Authorized Users.

4.7   Organization shall promptly notify the UW System Administrator if the Organization Account Manager's employment has been terminated or if for any reason the Organization Account Manager is no longer authorized to access the Software/Data Storage Services or is no longer in the role of Organization Account Manager. The Organization must provide the UW System Administrator with name and contact information for new Organization Account Manager. UW System Administrator will suspend the account of the old Account Manager and provide username and password for new Account Manager.

4.8   The Organization acknowledges that in the event the Organization is terminated from use of the Software or the Data Storage Services by UW, UW shall immediately suspend the accounts of all Authorized Users that are part of the Organization.

4.9   All Data stored on the Server shall at all times remain the property of the Organization, which grants UW and System Administrator permission to view the Data only to the extent necessary to provide the Data Storage Services and to provide other services that may be separately negotiated. De-identified Data stored in the AIMS Caseload Tracker registry will be accessed by UW and used to provide clinic-level implementation coaching services throughout the course of the Initiative, to conduct evaluation of the initiative, and to publish results of the Initiative in scientific journals. Data will be fully de-identified as defined by HIPAA. No personally identifiable information ("PII") will be used or accessed by UW. Individual patient or clinician data will not be reported; rather, data will be pooled and reported in aggregate.

4.10   The Organization agrees that all computers from which the Server is accessed will have currently updated security and anti-virus protection software installed.

5.0 Debugging and Support; Feedback

5.1   During the term of this Agreement, UW shall endeavor to correct program defects in and provide modifications to the Software and Data Storage Services. UW will provide system set-up, support and debugging based on a scope of work and budget mutually agreed upon by UW and the Organization.

5.2   The Organization hereby authorizes UW to contact Account Managers and Authorized Users, including employees and representatives designated by the Organization at mutually convenient times to request Feedback on use of the Software and Data Storage Services to assist in development of Software.

5.3   The timeliness and scope of the Feedback shall be at the sole discretion of UW. During the Term, the Department will be in contact with the Organization Account Manager about the Feedback in advance of UW's request for Feedback. The Organization agrees that UW is permitted to use the any Organization-provided Feedback at no charge or royalty in making changes to the Software.

6.0 Term, Termination and Suspension

6.1   The term of this Agreement ("Term") shall be twenty-four (24) months from the Effective Date unless otherwise specified in Exhibit B. This Agreement may be renewed, provided UW sends Organization an invoice for another twelve (12) month period, and Organization's timely payment of the Fee is received by UW. Requests for Additional Technical Assistance and Customization may be made as mutually agreeable, when both parties have explicitly agreed to the scope and fees.

6.2   Provided Organization has paid its License Fee, Organization may terminate this Agreement at any time with thirty (30) days written notice to UW. UW shall not refund any portion of the Fee received by UW for early termination.

6.3   Either party may terminate this Agreement upon ten business days' written notice if the other party materially breaches any provision of this Agreement following failure within ten business days' of a written demand by the non-breaching party to cure such breach. System Administrator may at any time suspend access to Server by Organization or any Authorized User if System Administrator determines such suspension is necessary for reasons of Server security or Data protection.

6.4   Termination of this Agreement for any reason shall terminate all rights and permissions granted to the Software or Data Storage Services.

6.5   Upon termination or expiration of the Term, the Organization has sixty (60) days within which it may download all Data. The Organization is solely responsible for downloading all of its Data from the UW server prior to decommissioning of the server. UW will destroy all of the Organization's Data by the deadline given and no Data will be available to the Organization after the deadline. The Organization is entirely responsible for downloading its Data prior to the deadline set by UW. It is not the responsibility of UW to download the Organization's data prior to termination. UW is not liable if data is lost. Organization shall hold UW harmless from any loss of Data occasioned by the operation of this Section 6.5.

7.0 Disclaimers and Limitations

7.1   The Organization agrees that the Software has been developed as part of and for use in research conducted at UW. The Organization further agrees that the Software is developmental in nature and will likely contain errors, bugs and defects.

7.2   The Organization acknowledges and understands that the Software is an information tool and that any analyses, reports and other information contained in or produced by the Software is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill and judgment of health care professionals. In no event shall the Software or any services provided by UW under this Agreement be considered to be any form of medical care, treatment or therapy to the Organization's patients or clients and Organization shall remain solely responsible for the care, treatment, therapy, or other care, or other services provided to its patients or clients.

7.3   The Organization understands and agrees that any Data stored on the Server shall be considered a secondary source of health and other care information with respect to the Organization's patients and clients. The

Server shall not be considered a repository for any Designated Records Sets as that term is defined by HIPAA. The Organization agrees that it will maintain its own primary source of primary health records for its patients and clients and that in no event will it rely upon the Server or UW for such purposes. The Organization further agrees that it will not store any information on the Server unrelated to health care of its patients or clients.

7.4   Organization shall defend, indemnify, defend and hold harmless UW, and its officers, developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from Organization's possession and/or use of the Software and Data Storage Services, including but not limited to from and against any and all claims or assertions of legal liability or demands for payment by any Third Party ("Claims") to the extent that such Claims arise from or relate to any disclosure of Data, PHI, or other patient-related information tor any other Third Party, whether such disclosure was or was not to the Third Party bringing the Claims; and any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

7.5   THE SOFTWARE AND DATA HOSTING SERVICES ARE PROVIDED "AS-IS" AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, UW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND INTERFERENCE IN ORGANIZATION ACCESS AND USE OF THE SOFTWARE AND DATA HOSTING SERVICES AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, ALL MATTERS WITH RESPECT TO THE, SOFTWARE, DATA HOSTING SERVICES AND DATA. UW SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, LOST PROFITS, OR OTHER DAMAGES SUFFERED BY THE ORGANIZATION OR ANY THIRD PARTIES RESULTING FROMTHE USE OF THE SOFTWARE, DATA STORAGE SERVICES, OR DATA, INCLUDING ANY LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL UW BE RESPONSIBLE OR LIABLE FOR ANY CLAIM FOR PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES ARISING FROM ANY ALLEGED BREACH OF THIS AGREEMENT BY UW. ORGANIZATION HEREBY RELEASES UW, UWSOM, DEPARTMENT, THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, FACULTY, AND STUDENTS FROM ALL CLAIMS RELATING TO THE FOREGOING.

7.6   The Organization acknowledges that UW is an agency of the state of Washington and has obligations to maintain public records under Washington Law. If UW receives a public disclosure request for Data or Organization's access to the Server or any part thereof, UW shall notify the Organization of the request. UW may in good faith, and at its sole discretion, respond to any such request, and in so doing, any release of information by UW that UW reasonably determines is not exempt from public disclosure shall not be deemed a breach of this Agreement. Organization releases UW from liability for release of any information held by UW pursuant to a public records request.

8.0 Notices

8.1   Notices, requests and other communication required or permitted under this Agreement shall be in writing, shall refer specifically to this Agreement, and shall be deemed delivered upon receipt. If sent by email or facsimile (provided that a transmittal sheet indicates confirmation), or other electronic transmission, a confirmation copy will be forwarded. Any such notices, requests, and other communications shall be addressed as follows:

For the Organization:

On legal matters:

Attn: _____
Title: _____
Address: _____
Fax: _____

Organization's AIMS Caseload Tracker
User Account Manager Contact:

Attn: _____
Title: _____
Address: _____
Fax: _____
Phone: _____
Email: _____

For UW:

On UW legal matters:

>   Director, Innovation Development
>   UW CoMotion
>   University of Washington
>   4545 Roosevelt Way NE, Suite 400
>   Seattle, WA 98105

For UW Project Management:

>   Title: Technical Project Manager
>   UW Department of Psychiatry and Behavioral Sciences
>   Email: aimstech@uw.edu
>   Phone: 206-221-6408

8.2   UW or the Organization, by notice, may change the address to which notice will be sent and unless so notified of a change of address all notices mailed to the Organization or UW at the above stated address will be deemed sufficient.

9.0 Fees

9.1   Organization shall pay to UW Fees as identified in Exhibit B ("Fees") due upon execution of this Agreement. UW, at its sole discretion, may terminate this Agreement without notice if Fees have not been received within ninety (90) days of Effective Date,

9.2   This Agreement shall expire one (1) year from Effective Date, and may be renewed annually, provided UW sends an invoice for one (1) year of service, and timely payment of the License Fee is received by UW. Fees for Software and Data Tracking Services shall be as identified in Exhibit B.

9.3   Organization understands and agrees that UW is not operating as a vendor in the trade.

10. General

10.1   This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington, United States. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. Organization accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts. The application of the United Nations Convention for contracts for the International Sales of Goods is hereby expressly excluded.

10.2   No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and be signed by duly authorized representatives of UW and Organization. Headings are provided for convenience only.

10.3   If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

10.4   This Agreement and the rights and benefits conferred upon Organization hereunder may not be assigned or otherwise transferred by Organization without the prior written consent of UW. This Agreement may be assigned by UW.

10.5   Failure of UW to perform or delay in the performance of UW's obligations under this Agreement due to any cause or event not reasonably within UW's control, including but not limited to casualty, labor disputes, failure of equipment, compliance with government authority or Act of God, shall not constitute a breach of this Agreement, and UW's performance shall be excused during such delay.

10.6   This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

10.7   This Agreement may be executed by facsimile and in identical counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile, scanned, or photocopied signature (and any signature duplicated in another similar manner) identical to the original will be considered an original signature.

UW and Organization have executed this Agreement by their respective duly authorized representatives on the dates given below.

For University of Washington

By: _____

Name: _____

Title: _____

Date: _____

For Organization:

Name of Organization:

_____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Business Associate Agreement

This Business Associate Agreement (the "BAA") is entered into between the undersigned organization (the "Covered Entity") and the University of Washington, an institution of higher education and an agency of the State of Washington with its principal campus located in Seattle, Washington (the "UW"), on behalf of the UW's School of Medicine (the "UWSOM"), including the UWSOM's Department of Psychiatry and Behavioral Sciences (the "Department") (collectively, the "Business Associate"). "Covered Entity" and "Business Associate" shall have the foregoing meanings in reference to the parties to this BAA and otherwise shall have the same general meanings as the terms are defined at 45 CFR §160.103.

Background

      A.   Covered Entity and Business Associate are parties to that certain AIMS Caseload Tracker Software and Data Storage Agreement to which this BAA is attached (the "Underlying Contract"), under which Covered Entity wishes to disclose PHI to Business Associate for the Purpose, as defined in the Underlying Contract.

      B.   Some or all of the information to be disclosed pursuant to the Underlying Contract constitutes Protected Health Information ("PHI") and is required by law to be protected against unauthorized use, disclosure, modification or loss.

      C.   Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI and to comply with all applicable legal requirements, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the regulations promulgated thereunder (HIPAA Standards), including the regulations codified under Subpart E of 45 CFR Part 164.

      The parties agree as follows:

1.   Allowable Uses and Disclosures of PHI

      1.1 <u>Uses and Disclosures for the Purpose</u>. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform business services, functions, and activities for, or on behalf of, Covered Entity for the Purpose as agreed to by Covered Entity and Business Associate in the Underlying Contract. Only the minimum necessary PHI to accomplish the intended purpose of this agreement and the Underlying Contract may be used or disclosed.

      1.2. <u>Legal Requirements and Administration</u>. Business Associate may use or disclose PHI as required by law, and may use or disclose PHI for the proper management and administration of the Business Associate and to carry out its legal responsibilities.

2.   Obligations of Business Associate

      2.1. <u>Use or Disclosure of Protected Health Information.</u> Business Associate shall not use or disclose PHI in any manner that would constitute a violation of federal or Washington State law, including but not limited to the HIPAA Standards, the HITECH Act, and their implementing regulations. Business Associate shall ensure that any use or disclosure by its directors, officers, employees, contractors, and agents of PHI received from the Covered Entity, or created, received, maintained or transmitted on behalf of the Covered Entity, is in accordance with the provisions of this BAA, the

Underlying Contract, and applicable federal and state law. Business Associate shall not use or disclose PHI in any manner other than that permitted or required by the Covered Entity for the purpose of accomplishing services to or on behalf of Covered Entity in accordance with the BAA, or as required by law.

2.2. Safeguards.   Business Associate shall use appropriate safeguards and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent unauthorized use or disclosure of the information other than as provided for by this BAA and the Underlying Contract. Business Associate agrees to (1) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Covered Entity's PHI; and (2) ensure that any third party agent or subcontractor who creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to implement equivalent physical and technical safeguards.

2.3. Reporting of Unauthorized Use or Disclosure of PHI. Business Associate shall, within five (5) working days of becoming aware of an unauthorized use or disclosure of PHI not provided for by this BAA, including a breach of unsecured PHI (as defined in 45 CFR §164.402 and as required at 45 CFR §164.410), by Business Associate, its officers, directors, employees, contractors, agents or by a third party to which Business Associate disclosed PHI, report any such security incident of which it becomes aware to Covered Entity. Such notice shall be made to Covered Entity's designated Privacy Office at:

Address:

_____

_____

_____

_____

2.4. Agreements by Third Parties. Business Associate shall obtain satisfactory contractual assurances from any agent or subcontractor who will have access to PHI that is created, received, maintained, or transmitted on behalf of the Business Associate, that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate through this BAA with respect to PHI. Business Associate shall require that any agent or subcontractor notify Business Associate of any instances in which PHI is used or disclosed in an unauthorized manner. Business Associate agrees to notify Covered Entity within five (5) working days of any such unauthorized use or disclosure. Business Associate shall take steps to cure the breach of confidentiality and end the violation, or shall terminate the agency agreement or subcontract.

2.5. Access to Information. Business Associate agrees to make available PHI in accordance with 45 CFR §164.524. If any individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to the Covered Entity. Business Associate may inform the individual requesting the PHI that Business Associate has forwarded the individual's request to Covered Entity. Business Associate shall not itself provide the requested PHI to the individual, and shall not deny the individual's request for access to the individual's PHI. Any denials of access to PHI requested will be the responsibility of Covered Entity.

2.6. Availability of PHI for Amendment. Within five days of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set ("DRS") (for so long as the PHI is maintained in the DRS), Business Associate shall

provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR §164.526.

2.7. <u>Accounting of Disclosures.</u> Business Associate agrees to implement an appropriate record keeping process to enable it to provide the following information regarding disclosures of PHI as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, and (iii) a brief description of the PHI disclosed. If Business Associate receives a request for an accounting of disclosures, Business Associate shall forward such request to Covered Entity within a reasonable time frame to allow Covered Entity to prepare and deliver any required accounting of disclosures.

2.8. <u>Carrying out Covered Entity's obligations</u>. To the extent the Business Associate is to carry out the Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of subpart 164.504 that are applicable to the Covered Entity in the performance of such obligation.

2.9. <u>Availability of Books and Records.</u> Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity, or created or received, maintained or transmitted on behalf of Covered Entity, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Covered Entity and Business Associate's compliance with the HIPAA Standards. Business Associate promptly shall provide to Covered Entity a copy of any documentation that Business Associate provides to the Secretary.

2.10<u>. Return or Destruction of Information.</u> At the termination of the Underlying Contract(s), Business Associate shall return or destroy all PHI received from Covered Entity, or created, received, maintained, or transmitted on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of PHI. If Business Associate determines that return or destruction of any PHI is not feasible, Business Associate shall notify Covered Entity of the reasons why return or destruction is not feasible. If destruction or return of PHI is not feasible, Business Associate shall not use PHI received from Covered Entity, or created or received on behalf of Covered Entity, in a manner other than those permitted or required by state and federal laws or for the purposes described herein.

3.   Miscellaneous

3.1. <u>Termination.</u> Notwithstanding any provision to the contrary in the Underlying Contract(s), Covered Entity may terminate its participation in the Underlying Contract(s) immediately upon written notice to Business Associate without liability for such termination, in the event that Covered Entity reasonably determines that Business Associate has violated a material provision of this Agreement.

3.2. <u>Amendments; Headings.</u> This Agreement may not be modified or amended except in by a writing signed by a duly authorized representative of each party. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

3.3. <u>No Third Party Beneficiaries.</u> Nothing in this Agreement is intended to create any third party beneficiaries.

3.4. Definitions. All terms not otherwise defined herein shall be defined in accordance with 45 CFR Parts 160 and 164.

Business Associate and Covered Entity have executed this Agreement by their respective duly authorized representatives on the dates given below.

"Business Associate" For University of Washington:	"Covered Entity" For Organization:
	Name of Organization: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B: Fees

Use of the AIMS Caseload Tracker requires payment of an annual License Fee ("License Fee").

This agreement covers use of the AIMS Caseload Tracker at clinic locations within your organization as specified by you in Exhibit C. Protected Health Information under this license will only be shared and visible to the clinics YOU designate in Exhibit C.

At the end of each term, organizations may renew the existing license by paying the appropriate annual license fee. The default term will be 12 months from the latest date of signature on this agreement, and can be extended by payment of subsequent annual fees. Prior to the expiration of the term, you will be notified by the UW Project Manager if your level of usage has changed.

The annual license fee may be tiered based on the number of users. Users typically include but are not limited to: behavioral health providers, care managers, psychiatry providers, behavioral health supervisors and other administrators.

Complete <u>ONLY ONE</u> of the following sections B1-B4, as well as section B6:

☐ **B1. Annual License Fee**
　　　Organizations should complete this section if they are wholly or partially located outside Washington State, are NOT qualified safety net organizations and do not anticipate more than 50 users.

☐ **B2. Discounted Annual License Fee**
　　　Organizations should complete this section if they are wholly located within Washington State, OR are a qualified safety net organizations and do not anticipate more than 50 users.

☒ **B3. AIMS Center Grants and Contracts**
　　　Organizations whose license fees are included in a separate grant or contract directly with the AIMS Center should complete this section with information about their funding source.

☐ **B4. Large projects anticipating more than 50 users**
　　　Organizations anticipating over 50 users should contact the AIMS Center at aimstech@uw.edu BEFORE completing this license to determine the fee for your project based on anticipated number of users.

B1. Annual License Fee

Select One Option	Number of Users	Annual License Fee per Organization	Pre-Pay Multiple Years (Optional) *If you wish to pre-pay for multiple years up to 5 years, write in the requested term. Otherwise, the term will be 12 months.* **E.g., 3 years**
☐	1-5 users	$4,000 per year	
☐	6-15 users	$5,500 per year	
☐	16-30 users	$8,500 per year	
☐	31-50 users	$10,000 per year	
	51+ users	*Complete section B4.*	

B2. Discounted Annual License Fee
Describe Organization's eligibility for discounted pricing (for example: FQHC, RHC, CCBHC, CMHC, Critical Access Hospital, IHS and HCH Grantee.) _____

Select One Option	Number of Users	Annual License Fee per Organization	Pre-Pay Multiple Years (Optional) *If you wish to pre-pay for multiple years up to 5 years, write in the requested term. Otherwise, the term will be 12 months.* **E.g., 3 years**
☐	1-15 users	$2,400 per year	
☐	16-50 users	$4,000 per year	
	51+ users	*Complete section B4.*	

B3. AIMS Center Grants and Contracts

Select One Option	Grant or Contract Details	Annual License Fee per Organization
☒	Funding Organization: **Premera Blue Cross** Project Title: **Rural Mental Health Integration Initiative** Grant or Contract Number: **UW-Premera Consulting Services Agreement dated July 17, 2019** Contract End Date: **December 31, 2022. Access to software is covered for two years from Effective Date**	Fees that are included in the grant or contract with the AIMS Center will not be invoiced separately under this license.

B4. Large Projects

Fee as mutually negotiated and approved by UW: $_____per year for _____ years.

B5. Customizations

Customizations to the system may be made as mutually agreeable, when both parties have explicitly agreed to the scope and cost of the customization in advance. Customization fees are charged according to the actual amount of programming time used, and will be completed depending on availability of the programming staff.

B.6 Payment

All Fees are payable in US Dollars full within thirty (30) days after receipt of the invoice from UW in order to retain access to the Software. Make checks payable to: University of Washington. Send payments to the attention of: CoMotion, 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105-4608. Phone: (206)-685-2278. Facsimile: 206-616-3322. Email: ipfin@uw.edu.

EXHIBIT C

Participating Organizations

CHAS Health North County Clinic
Kittitas Valley Health: Family Medicine Ellensburg
Lincoln Hospital Davenport Clinic
Newport Health Center
Olympic Medical Physicians

EXHIBIT D

Participating Clinic Locations

Organization has entered into this Agreement on behalf of the following affiliated clinic locations, each of which is bound by and is an intended beneficiary of this Agreement.

Entity Name	Street Address	Phone Number