

Instructions for Team Observation Measure v. 2.0 (TOM 2.0) Program Services License Agreement

UW CoMotion Express License

1. **COMPLETE** fields in the agreement and in EXHIBIT B “Fees and Payment” and EXHIBIT C “Sites and Authorized Users”.
2. **IMPORTANT NOTE:** If Protected Health Information (PHI) will be uploaded, Fill out EXHIBIT D “Business Associate Addendum”.
3. **PRINT & SIGN** the agreement.
4. **MAIL, FAX, or EMAIL** the signed agreement to us.
5. UW CoMotion will review the agreement, countersign it, and contact you. Once the Agreement below is signed by UW, the agreement will be sent back to you with an invoice.
6. Payment: Once you receive the invoice, please mail the license fee to:

Express Licensing Program
UW CoMotion
University of Washington
4311 11th Avenue NE Suite 500
Seattle, WA 98105-4608
Phone: (206) 543-3970
Fax: (206) 616-3322
Email: license@uw.edu

7. Access to Team Observation Measure v. 2.0 Program Services will begin after UW receives payment. If you need immediate access prior to UW’s receipt of your payment, please contact UW at license@uw.edu with a copy of your email request to WERT at wrapeval@uw.edu.

Team Observation Measure v. 2.0

License Agreement

License Agreement ("Agreement") is entered into as of the Effective Date between _____, with its office at _____ ("ORGANIZATION") and the University of Washington, an institution of higher education and an agency of the State of Washington acting through its UW CoMotion, with administrative offices at 4311 11th Avenue NE, Suite 500, Seattle WA 98105-4608 ("UW"). UW and ORGANIZATION agree as follows, effective as of the latest date upon which this Agreement is fully executed ("Effective Date"):

Background

The Wraparound process is an intensive, individualized care management process for youths with serious needs for support from social, education, medical and other community services. The Wraparound Fidelity Assessment System is a multi-method approach to assessing the quality of individualized care coordination for children and youth with complex needs and their families ("WFAS").

UW's Wraparound Evaluation and Research Team ("WERT") is a program of the UW School of Medicine ("UW SOM"), Department of Psychiatry and Behavioral Sciences, Division of Public Behavioral Health and Justice Policy. WERT seeks to improve the lives of children and their families through research on implementation and outcomes related to the WFAS approach through development and dissemination of a series of WFAS instruments that include interviews with multiple stakeholders, a team observation measure, and an instrument to assess the level of system support for the wraparound approach to providing social and mental health services.

The Team Observation Measure (v. 2.0) consists of indicators of high-quality wraparound practice as expressed during a child and family team meeting and a format for recording whether or not each indicator was in evidence during the wraparound team meeting session, as well as translating indicators into a total fidelity score for the session ("TOM 2.0"). In addition to TOM 2.0, WERT makes available the WFAS Data Entry, Tracking and Reporting System (WrapTrack) and other resources as identified in EXHIBIT A "Program Services".

The ORGANIZATION desires to make Program Services available as part of the ORGANIZATION's WFAS ongoing activities and services ("Activity").

UW and the ORGANIZATION desire to set forth herein the terms governing the ORGANIZATION's access to and use of the Program Services.

NOTE: No patient protected health information ("PHI") shall be submitted to UW or entered into WrapTrack database unless the ORGANIZATION executes a Business Associate Agreement with UW prior to any Data being received or entered.

Please check the appropriate box:

ORGANIZATION will be executing the Business Associate Agreement, Exhibit D "Business Associate Addendum"

ORGANIZATION will not be entering PHI

1. Definitions

- 1.1. "Authorized User" or "User" means persons who have completed the self-administered, "TOM 2.0 Qualifications For Use," at http://depts.washington.edu/wrapeval/old_site/docs/Qualifications_for_Use_ALL.pdf, team protocols and the administration and scoring procedures precisely according to instructions in TOM 2.0 Program

Services. Authorized Users may submit Data and access WrapTrack.

- 1.2. "Data" means information provided by the ORGANIZATION or its Sites to UW for the purpose of participating in the Program Services. No patient protected health information shall be submitted to UW by the ORGANIZATION in the course of the Program Services without a Business Associate Agreement. Data may be electronically uploaded and temporarily stored on Server during the Term of the Agreement and accessed through the Program Services.
- 1.3. "Delivery Date" means the date the Program Contact notifies ORGANIZATION that it may access Server and use the Program Services.
- 1.4. "Program Contact" means the UW technical contact identified below and UW may change the Program Contact upon written notice to the ORGANIZATION.

ATTN: WERT – TOM 2.0
Title: Research Coordinator, WERT
Email: wrapeval@uw.edu
Phone: 206.685.2085
Fax: 206.685.3430

- 1.5. "Program Services Period" means the time period one year from the Effective Date when ORGANIZATION may (a) access the Server; (b) store Data on Server; and (c) receive Program Services.
- 1.6. "Server" means a UW server and third-party web portal/server on which the Program Services are remotely accessed by the Internet and through which Program Services are provided.
- 1.7. "Site(s)" means locations listed in Exhibit C "Sites and Authorized Users" of this Agreement, of ORGANIZATION and ORGANIZATION affiliate facilities from which Authorized Users are allowed to access the Program Services. Locations may be sub-sites such as agencies, behavioral health entities, counties, states or other jurisdictions.
- 1.8. "TOM 2.0 Program Feedback" means comments and/or written communication by the Authorized User and/or the ORGANIZATION regarding the Program Services.
- 1.9. "WrapTrack" means the WFAS Data Entry, Tracking and Reporting System provided as web-based Program Service.

2. Permissions, Ownership and Acceptable and Unacceptable Uses

- 2.1. TOM 2.0 is the intellectual property and copyright of the University of Washington. Commencing on Delivery Date and continuing until termination of this Agreement and for so long as ORGANIZATION complies with the terms of this Agreement, UW hereby grants to the ORGANIZATION and the ORGANIZATION hereby accepts, a limited, non-transferable, non-exclusive license for Authorized Users to access the Program Services, upload Data to WrapTrack, copy, distribute, perform and display the content available identified in Program Services solely at Sites and solely for ORGANIZATION's Activities.
- 2.2. The ORGANIZATION agrees that the foregoing permission shall not be interpreted as granting ORGANIZATION any proprietary ownership, interest or right in the Program Services either during this Agreement or upon its termination for any reason. ORGANIZATION agrees not to remove or obscure rights management markings, such as copyright or trademark notices and patent numbers, from Program Services or printouts from Program Services.
- 2.3. The ORGANIZATION shall not sublicense, sell, lend, rent, lease or otherwise transfer all or any of its rights under this Agreement, including the right to access and use the Program Services, nor shall it copy or duplicate any screens or user interfaces in the Program Services, except as specified in this Agreement.
- 2.4. The ORGANIZATION and Authorized Users shall use the Program Services, and access to the Server only for ORGANIZATION's Activities under the terms of this Agreement and all such uses shall be in compliance

with all applicable laws and only for lawful purposes.

- 2.5. ORGANIZATION acknowledges that the purpose and objective of the Agreement is for UW to provide Program Services to the ORGANIZATION for its Activities, and not for the UW to provide, either directly or indirectly, any form of treatment or care to or second opinion for any patient or person receiving care. The parties agree that nothing in this Agreement shall be deemed to create any form of professional relationship, including, without limitation, that of physician-patient or therapist-client, between UW and the ORGANIZATION's patients, and that the ORGANIZATION shall retain sole and exclusive responsibility and make all decisions for the care of its patients and clients. In no event shall the UW, its employees, agents, or officers provide any Program Services under this Agreement in the form of medical care, treatment or therapy to ORGANIZATION's patients or clients.
- 2.6. The ORGANIZATION is solely responsible for obtaining clearance from its internal administration for any Data submitted in the course of the Program Services. Absent a fully executed Business Associate Agreement, (a) UW will not hold designated record sets as defined under the U.S. Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"), nor medical records as defined under state law;(b) UW is not a Business Associate as defined under 45 CFR §164.105(b)(l).
- 2.7. The ORGANIZATION is responsible for compliance with all laws, rules, and regulations applicable to its use of the Program Services for ORGANIZATION Activities.
- 2.8. The ORGANIZATION is responsible for obtaining releases, permissions and or any other document that in the sole discretion of the ORGANIZATION it may require so that its Authorized Users may participate in the Program Services.
- 2.9. The ORGANIZATION further agree not to circumvent any authentication or security requirements established by UW or 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.
- 2.10. This Agreement does not grant permission to the ORGANIZATION to use the trade names, identifiers, trademarks, service marks, or product names of the UW, Wraparound Fidelity Index Version 4, Team Observation Measure v.2.0 (TOM 2.0), or Wraparound Fidelity Assessment System, WFAS, or Wraparound Evaluation and Research Team, WERT, or WFAS Data Entry, Tracking and Reporting System, or WrapTrack, except as required for reasonable and customary use in describing the origin of the Program and the Program Services. All goodwill associated with the Program and the Program Services and UW marks and identifiers shall inure to UW. The ORGANIZATION shall not use the name "University of Washington," its logo, marks, or any abbreviation thereof to without prior written approval from UW except as otherwise expressly provided in this Agreement.

3. Delivery and Access; Interruptions and Program Services Resources

- 3.1. On Delivery Date, UW shall provide Program Services to the ORGANIZATION. Authorized Users may gain access to Program Services and Server for the purpose of using the Program Services as identified in Exhibit A "Program Services", as appropriate, and the Server shall be controlled through an individual login and password assigned to each Authorized User.
- 3.2. Access to the Program Services and the Server may be interrupted for maintenance and upgrades to the Program Services and/or the Server. When possible, the interruptions will be announced in advance. 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 the Program and that, despite the Program'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.

4. Conditions and Additional Agreements

- 4.1. The ORGANIZATION agrees that all computers from which the Server is accessed will have installed currently updated security and anti-virus protection software.
- 4.2. Access to the Server and Data and use of the Program Services are strictly limited to Authorized Users as defined in Exhibit A "Program Services". In no event shall the ORGANIZATION permit third parties or persons who are not Authorized Users to access the Server or Data or to use the Program Services. The ORGANIZATION may substitute or add Authorized Users by prior written agreement with the Program Contact.
- 4.3. The ORGANIZATION shall request and implement a new password to Program Services as necessary, such as in the event of termination of an Authorized User, or if the ORGANIZATION terminates the participation of a Site.

5. 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 Program Services. UW agrees to provide support by answering electronic or telephonic inquiries from the ORGANIZATION and Authorized Users to the Program Contact on an "as-available" basis. Under this Agreement, the entire scope and extent of the foregoing services shall not exceed the outline of activities in Exhibit A "Program Services". Additional extension of resources, programming time, additional services or access to Program personnel and resources shall be by prior written mutual agreement ("Additional Technical Services").
- 5.2. The ORGANIZATION hereby agrees that UW may contact the ORGANIZATION employees and representatives at mutually convenient times to request information on deployment of the TOM 2.0 and WrapTrack Program Services by the ORGANIZATION to assist UW in its development of the WERT and Program Services and the feedback on the Program Services may be used by UW at no fee and with no obligation and at no fee and no obligation to the ORGANIZATION.

6. Term, Termination and Suspension

- 6.1. The Term of this Agreement shall be the Program Services Period (Term").
- 6.2. The ORGANIZATION may terminate this Agreement at any time upon 30 business days written notice to UW.
- 6.3. UW may terminate this Agreement upon 10 business days written notice if ORGANIZATION or Site(s) materially breaches any provision of this Agreement following failure within 10 business days of a written demand by UW to cure such breach. Program Contact may at any time suspend access to Server by ORGANIZATION and Sites or any Authorized User if Program Contact determines such suspension is necessary for reasons of Server security or protection of Program Services' materials.
- 6.4. Termination of this Agreement for any reason shall immediately terminate all rights and permissions granted to Program Services.
- 6.5. The obligation to pay Fees survives Termination of this Agreement.
- 6.6. If requested by ORGANIZATION in writing within 10 days of Termination of this Agreement, UW shall provide the ORGANIZATION with a copy of Data that has been stored on the Server in an EXCEL® file format.
- 6.7. The Term of this Agreement may be extended or renewed annually, provided UW sends ORGANIZATION an invoice for 1 year of Program Services and ORGANIZATION's timely payment of the Fee is received by UW.
- 6.8. ORGANIZATION may be granted one (1) period of suspension, lasting no longer than six (6) months ("Suspended Term") on the condition that the ORGANIZATION notifies UW in writing within 60 days of

the Anniversary date of the Agreement that the ORGANIZATION is unable to use the TOM 2.0 Program Services due to delays in availability of external or dedicated internal funding. Access to the TOM 2.0 Program Services shall not be available during the Suspended Term. Only one (1) period of suspension will be granted over the entire length of the consecutive agreements between ORGANIZATION and UW.

7. Disclaimers and Limitations

- 7.1. The ORGANIZATION is knowledgeable about healthcare assessment and professional development and with independent means of assessing performance evaluation of Authorized Users other than the Program Services. The Program Services are not intended to be used as the sole indicator of individual or group performance for evaluation or determination of professional fitness or advancement. The Program Services are not a substitute for independent assessment of Authorized Users by the ORGANIZATION or its Sites based on the Organization's independent determination of individual or group professional development plans and training recommendations, or the professional fitness for advancement for Authorized Users.
- 7.2. The ORGANIZATION agrees that the Program Services have been developed as part of and for use in research conducted at UW. The ORGANIZATION acknowledges and understands that Program Services are information tools and that any analyses, reports and other information contained in or produced by the Program Services are 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 Program Services or any services provided by UW under this Agreement be considered to be any form of medical care, treatment or therapy to the ORGANIZATION or to the Sites' patients or clients.

7.2.1 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 Site'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 Site 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 Site further agrees that it will not store any information on the Server unrelated to health care of its patients or clients.

- 7.3. THE PROGRAM 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, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, ALL MATTERS WITH RESPECT TO THE PROGRAM SERVICES. UW SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, LOST PROFITS, OR OTHER DAMAGES SUFFERED BY THE ORGANIZATION OR ANY THIRD PARTIES RESULTING FROM THE USE OF THE PROGRAM SERVICES, 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, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, FACULTY, AND STUDENTS FROM ALL CLAIMS RELATING TO THE FOREGOING.
- 7.4. The ORGANIZATION acknowledges that UW is an agency of the State of Washington and has obligations to maintain public records under RCW 42.56 et seq. If UW receives a public disclosure request for Data or Authorized User'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.

8. 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:

Official Notices to be sent to the ORGANIZATION: Attn: _____
Title: _____
Address: _____

Fax: _____
Email: _____

Official Notices to be sent to UW: University of Washington
UW CoMotion
Attn: Director, Innovation Development
4311 11th Ave NE, Suite 500
Seattle, WA 98105
Fax: 206-616-3322
Email: license@uw.edu

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. Fees and Additional Technical Services and Customization

The ORGANIZATION shall pay to UW Fees as set forth in Exhibit B “Fees and Payment”, due and payable upon execution of this Agreement.

10. Indemnification

To the extent allowed by law, ORGANIZATION shall defend, indemnify, defend and hold harmless UW, and its officers, Program Services’ 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 Program Services, including but not limited to 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.

11. General

11.1. 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.

11.2. 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.

11.3. 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.

- 11.4. 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.
- 11.5. 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.
- 11.6. 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.

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

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A:

Program Services

A.1 Program Services shall include the following services and training resource materials which require that the ORGANIZATION providing designated input and/or information needed for deployment:

Program Services	Description	Format/Notes on Program Services	Service available to:	Information to be Provided by the ORGANIZATION for deployment
<i>WrapTrack</i>	Online data entry and reporting system, specific for all WFAS tools (TOM, TOM 2.0, WFI-EZ, & WFI-4)		Trained users with log in and password	Contact info for authorized users; Site configurations
<i>TOM 2.0</i>	<ul style="list-style-type: none"> - TOM 2.0 User Manual Observer Training in PowerPoint® format - Observer Training Toolkit with instructions for use and Gold Standard forms - Team Meeting video recording for TOM sample/practice administration, corresponding TOM score sheets and trainee debriefing materials - TOM "Quiz" 	<p>All materials can be accessed via the web at: http://depts.washington.edu/wrapeval/content/resources-current-collaborators</p> <p>WMV for Windows (MB) [MP4 for Mac (MB)]</p> <p>Qualtrics link</p>	Authorized Users	Email and name of evaluation lead to access online materials
Additional Technical Services (and/or customization)	TBD	TBD		

EXHIBIT B:

FEES AND PAYMENT

B.1 Fees

B.1.1 ORGANIZATION shall pay to UW a one-time set-up fee (“Set-up Fee”) of \$1,500. The Set-up Fee applies to all new subscribers.

Set-up Fee	Applicable? (Yes/No)
\$1,500	

B.1.2 “Subscription Period Start Date” means the mutually agreed-upon date of _____ or otherwise, the Effective Date. Each subscription period will begin on the anniversary of the Subscription Period Start Date and will run for a 12-month period.

B.1.3 ORGANIZATION shall pay to UW an annual subscription fee (“Annual Subscription Fee”) based on ORGANIZATION’s licensed tools and number of sites as identified in the following fee schedule.

Note on “Site” (1.7): A “Site” refers to any of the locations listed in Exhibit C of this Agreement. Locations may constitute sub-sites such as agencies, counties, behavioral health entities, or other jurisdictions. Still wondering if you need sub-sites? Consider how you want to view and report on the data. NOTE: If you need it broken out by sub-site, then you would need to purchase the sub-sites. If you will only look at the data as one large pool, then you only need to sign up for one site.

See below for price breakout examples.

Annual TOM 2.0 Subscription Fee			
TOM 2.0	First site:	\$1,100	\$
	2-5 total sites:	\$550 per additional site	\$
	6-10 total sites:	\$500 per additional site	\$
	11-20 total sites:	\$450 per additional site	\$
	21+ total sites:	\$400 per additional site	\$
Total Annual Subscription Fee			\$

(Please note that WrapTrack is included at no extra fee with all licenses for TOM 2.0.)

EXAMPLES: Two typical ANNUAL subscription renewal examples are provided below:

Example #1: a TOM 2.0 subscription with 9 sites

- For renewal, the first site would be \$1,100 and the other 8 sites would be \$500 each (\$4,000.), so the Annual Subscription Fee would be \$5,100

Example #2: a TOM 2.0 with 2 sites

- For renewal, the first TOM 2.0 site would be \$1,100; the second TOM 2.0 site would be \$550, so the Annual Subscription Fee would be \$1,650.

B.1.4 Fees for any Additional Technical Services and Customization Fees shall be negotiated by prior written mutual agreement.

B.2 Payment

B.2.1 All Fees identified in B.1 are payable in U.S. Dollars in full the later of (a) the anniversary of the Subscription Period Start Date or (b) 30 days after receipt of the invoice from University of Washington.

B.2.2 Fees for Additional Technical Services And Customization shall be payable in 2 equal installments: an initial fee payable prior to the start of the Additional Technical Services or customization; and the remaining fee at the submission of Program's report of completed Additional Technical Services or customization to the ORGANIZATION.

EXHIBIT C:

ORGANIZATION- Sites and Authorized Users

List the name of each Site and provide its physical street address.

ORGANIZATION	Technical Contact	
	Please identify ORGANIZATION's primary technical contact person for UW to respond to questions regarding TOM 2.0, the Server or other technical issues	Name: _____ Title: _____ Email: _____ Phone: _____

SITES	
Site Please include names of all Sites	Site 1 Site 2 Site 3 Site 4 Site 5 Site 6 (Please attach additional sheets for 6+ Sites)
Population being served by ORGANIZATION	
Estimated total number of youth/families to be assessed using TOM 2.0 (across all Sites)	
Approximate data collection start date:	
Brief description of overall evaluation and/or how TOM 2.0 will be used by the ORGANIZATION	

Exhibit D
Business Associate Agreement

This Business Associate Agreement (the "BAA") is entered into between _____ (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, Division of Public Behavioral Health and Justice Policy (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 Team Observation Measure License 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 Uses and Disclosures for the Purpose. 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. Legal Requirements and Administration. 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. Use or Disclosure of Protected Health Information. 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. Accounting of Disclosures. 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. Carrying out Covered Entity's obligations. 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. Availability of Books and Records. 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. Return or Destruction of Information. 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. Termination. 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. Amendments; Headings. 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. No Third Party Beneficiaries. 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:

By: _____

Name: _____

Title _____

Date: _____

“Covered Entity”

For ORGANIZATION:

By: _____

Name: _____

Title: _____

Date: _____