

**EPIC Research & Program Development Memorandum of Agreement**  
**INConcertCare (INCC)**  
**And**  
**[HEALTH CENTER]**

The Agreement is between the INConcertCare (INCC), a non-profit association comprised of community health centers and managed by the Iowa Primary Care Association, and [HEALTH CENTER], a non-profit federally qualified health center, for the purpose of exploring, understanding, and implementing the transition to the Epic electronic health record system. This system includes all needed reporting, analytics, and population health tools as well as 3<sup>rd</sup> party applications/agreements as required. In order to facilitate this transition, INCC has dedicated staff time, outside legal consultation, and agreements with 3<sup>rd</sup> party consultants, all with relevant and industry appropriate expertise, which will help navigate this transition.

INCC and [HEALTH CENTER] through this Memorandum of Agreement (Agreement) agree to the following terms and conditions relating to any current or future Scopes of Work (SOW) attached to this Agreement:

**I. Definitions:**

- a. **INCC: A health center-controlled network as described by the Health Resources Services Administration (“HRSA”) providing health information technology support and assistance, data analytics and population health management to member health centers.**
- b. **EPIC: A privately held healthcare software company headquartered in Verona, Wisconsin developing, manufacturing, licensing, supporting and selling the electronic medical record software application, EPIC.**
- c. **Consultants: Canton and Company provides healthcare consulting services supporting value-based care. Coker Group provides healthcare consulting services supporting health information technology.**

**II. Term and Termination**

- a. Each SOW shall have a term start and term end date agreed to in the SOW. These dates shall not be changed without thirty (30) day notice from either party.
- b. For cause: If the non-performance or unsatisfactory performance of an SOW of either party results in the inability to perform the services in any MOA, the breaching party shall receive notice of the non-performance or unsatisfactory performance and remedy the issue satisfactorily to the notifying party within thirty (30) days. If the non-performance or unsatisfactory performance is not remedied within thirty (30) days of receiving notice, the non-breaching party may immediately terminate the agreement.
- c. Without cause: Either party may terminate this Agreement without cause by giving ninety (90) days’ notice prior.
- d. Amendment: The Agreement may be periodically amended by mutual agreement and fifteen-day notice.

### III. Confidentiality

- a. All parties agree to maintain a HIPAA compliant Business Associate Agreement (BAA) at all times during the period of this Agreement.
- b. Any information shared by either for the services attached to or added to this Agreement shall remain confidential unless disclosure is required by law. The disclosing party will notify the affected party within thirty (30) days if disclosure is required. This shall not pertain to any information shared with 3<sup>rd</sup> parties which are contracted as part of any SOW related to this Agreement.
- c. [HEALTH CENTER] shall not share work produced in this agreement without permission, with the exception of the Health Center's outside counsel or accountants, or as required by law.

### IV. Limitation of Liability

- a. IN NO EVENT SHALL THE IOWA PCA BE LIABLE FOR LOSS OF PROFIT, LOST DATA OR LOST BUSINESS, GOODWILL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUTOF THIS AGREEMENT.
- b. ANY ACTIONS TAKEN BY HEALTH CENTER BASED ON THE ASSESSMENT, OR ANY OTHER INFORMATION, PROVIDED BY THE IOWA PCA OR 3<sup>RD</sup> PARTY CONSULTANTS SHALL REMAIN THE FINAL DECISION OF THE HEALTH CENTER AND ITS BOARD OF DIRECTORS.

### V. Miscellaneous

- a. All costs related to each SOW will be included as a fee schedule in the attached SOWs. If additional 3<sup>rd</sup> party consulting expertise is required or requested, consulting services will be available through the rate specified in the consulting statement of work at a rate of \$250 per hour, or other agreed to amount.
- b. Health Center will be invoiced for payment in full within thirty (30) days of the initial acceptance of agreement date for the SOW in Attachment 1. Additional SOWs will be invoiced within 30 days of the beginning of each SOW period.
- c. Payment is required within (30) days of invoice date and if not received within ninety (90) days of invoice date will begin accruing interest per INCC Managing Fees Payable in Arrears policy.
- d. The laws of the State of Iowa shall govern this Agreement.
- e. No Implied Waiver: No failure or delay by INCC in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or remedy by INCC.
- f. Conflict of Document: Any conflict between the terms of this Agreement and any SOW or other document in relation to the project hereby shall be resolved in favor of the terms of this Agreement.
- g. Severability: If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect notwithstanding.
- h. Execution: This Agreement has been, and any Attachments executed in the future shall be, executed by an authorized signatory duly entitled to bind the party on behalf of which he or she has executed this Agreement and all Attachments. This Agreement and any Attachments executed in the future may be executed in any number of counterparts, but all of such counterparts shall together constitute one and the same Agreement, and facsimile and electronic signatures (via PDF file or other electronic means) shall be acceptable to bind the parties.

The signature of the parties below indicates their acknowledgement and acceptance of this Agreement. The below information serves as address and information for notice of service for any required service in the Amendment.

\_\_\_\_\_  
Chief Executive Officer  
[HEALTH CENTER]  
Address  
Address

Date: \_\_\_\_\_

\_\_\_\_\_  
Aaron Todd, CEO  
INConcertCare, Inc. 500 SW 7<sup>th</sup> Street, Suite 300 Des Moines, IA 50309

Date: \_\_\_\_\_

## **ATTACHMENT 1 SCOPE OF WORK 1**

### **SOW Phase 1:**

1. Total Cost of Ownership Identification
  - a. Development and dissemination of a data collection tool to assist centers in identification of all relevant current electronic medical record and technology expenses. This tool includes identification of relevant hardware or software assets that may need updated or replaced to support the EPIC electronic health record system (25 consulting + 40 INCC hours = 65 hours).
  - b. Technical assistance to centers in use of the data collection tool via virtual meeting and scheduled office hours. (15 consulting hours)
  - c. Development of comprehensive total cost of ownership model including all applicable operating and capital expenses for an Epic implementation across the INConcertCare network. This model includes costs over a ten-year period including network costs and member costs as defined in the data collection tool (i). (99 consulting hours + 40 INCC hours = 139 hours.)
2. Data Access Control Determination
  - a. Configuration options and functionality within Epic defining data sharing across/between network members.
  - b. Review State and Federal regulations defining data sharing across/between network members including actions required to support regulations at network at centers. Including, but not limited to policies, procedures, disclosures, consents, notifications, etc. Associated legal costs included in INCC budget.
  - c. Facilitation between network leaders to define mutually agreed upon approach to data sharing, configuration, and implementation.

### **PROPOSED RESPONSIBILITY LANGUAGE:**

1) The purpose and plan of the SOW is: identify and define total cost of ownership over an annual and 10-year period of the EpicCare ambulatory E.H.R, Behavioral Health, EpicCare Link affiliated provider portal, secure chat, Willow Ambulatory Pharmacy and Inventory Supply Tracking, Wisdom general dentistry, Resolute professional billing, Cadence enterprise scheduling, Prelude registration, CRM Call Management, Healthy Planet Population Health, Compass Rose Comprehensive Care Coordination, Cogito Analytics, Cognitive Computing Machine Learning Model Library, Enterprise Foundation content, Haiku, Canto and Limerick for Physicians, MyChart Patient Experience, Welcome Patient Kiosks, Epic-hosted video client, Epic APIs, Epic Interfaces, relevant 3<sup>rd</sup> party software and data as defined in the project quote, Epic implementation services, Epic provided training, Epic hosting

2) The duties and responsibilities of INCC shall be:

- Development and dissemination of a data collection tool to assist centers in identification of all relevant current E.H.R related technology expenses.
- Technical assistance in use of data collection tool via virtual meeting and scheduled office hours
- Using data collected from data collection tool, develop comprehensive total cost of ownership model including all applicable operating and capital expenses for the EPIC implementation and ongoing support across the network.
- Define data sharing configuration and functionality options within EPIC system.
- Review state and federal regulations defining data sharing between networks members.
- Facilitation between center leaders to define mutually agreed upon data sharing model.

3) The duties and responsibilities of HEALTH CENTER shall be:

- Gather current E.H.R related technology expenses and enter data collection tool in time period defined in the technical assistance virtual meetings. Time period will allow sufficient center time to gather relevant information within the scope of the estimated three (3) month work period.
- Attend technical assistance virtual meetings to assist in use of data collection tool.
- Attend office hours on an 'as needed' basis to assist in use of data collection tool.
- Participate in data sharing model discussions and decisions with peer member centers.

3. The SOW shall begin on July 20, 2021 and will be completed when the deliverables of both parties are met. The estimated period to complete this work is three (3) months.

Extensions in time or cost to this SOW which are due to the delay or non-completion of work by the HEALTH CENTER may result in additional costs or delay of the following scopes of work.

Pricing will be as follows:

1. Consulting fees: 257 hours. \$250/hour. \$64,250
  - a. 14 health centers participating: \$4,589.
  - b. 13 health centers participating: \$4,942.
  - c. 12 health centers participating: \$5,354.
  - d. 11 health centers participating: \$5,840.
  - e. 10 health centers participating: \$6,425.
  - f. 9 health centers participating: \$7,139.
  - g. 8 health centers participating: \$8,031.
  - h. 7 health centers participating: \$9,179.
2. If fewer than seven (7) health centers are participating, HEALTH CENTER will be given thirty days notification of change of agreement or expiration of services.
3. These consultation fees are estimated, if the total consultation fees increase by an amount of over twenty-five (25) percent, the health center will receive notice and a fifteen (15) day period to object.

Signature of Execution: \_\_\_\_\_ (HEALTH CENTER) \_\_\_\_\_ (DATE)

## **ATTACHMENT 2 SCOPE OF WORK 2**

### **1. SOW Phase 2:**

#### **a. Project Development**

- i. Contracting of a dedicated EPIC project director. This resource would be contracted through a to be determined staffing agency for a to be determined period.
  1. The project director, under the direction of the executive steering committee and the project sponsor, guides the project team through the implementation and is the central point of communication, maintaining a common vision, plan, and goal across all areas of the project.

- ii. Staffing model definition including evaluation of legacy system support requirements – as costs defined in TCO model (Phase 1), FTE staffing levels required to support EPIC implementation and ongoing support, capabilities and skills sets required for FTE staffing, recommendations to fill FTE roles drawing from network and center resources, temporary and/or consulting resources.
  - iii. Contract planning including legal support and EMR consulting expertise (Coker Group) to outline terms and conditions, operational conditions, data migration, interfacing, testing, hosting parameters, implementation and support scope of work and deliverables.
  - iv. Facilitate decisions between network members to define project governance and decision-making functions including project committee formation / charter development and paths of escalation.
  - v. Project benefit realization identifying the typical benefits associated with EPIC implementations in areas such as productivity and efficiencies. Includes facilitated review and selection of KPIs for each benefit area, baseline development, methods of measure and maintenance with network members.
  - vi. Change management – *scope and hours still being negotiated, estimated costs \$95,200.*
- b. The SOW shall be for a period of three (3) months estimated to beginning October 2021 and continue through December 2021.

Estimated pricing will be as follows:

1. Consulting fees: 418 hours. \$250/hour. \$307,800
2. If fewer than seven (7) health centers are participating, HEALTH CENTER will be given thirty days notification of change of agreement or expiration of services.

Signature of Execution: \_\_\_\_\_ (HEALTH CENTER) \_\_\_\_\_ (DATE)