



Regional Extension Center Technical Assistance Participation Agreement

I. Parties

The parties to this Agreement are the undersigned practice/Critical Access Hospital (CAH)/Clinic/Health Center and participating Priority Primary Care Providers (each, a “PPCP”, and collectively, “PPCPs”), and Altarum Institute, a Michigan nonprofit corporation (“Altarum”), facilitator of the M-CEITA program (defined immediately below).

II. Purpose

The Michigan Center for Effective IT Adoption (M-CEITA) program is designated as the Regional Extension Center for the State of Michigan by the Office of the National Coordinator for Health IT (ONC) of the U.S. Department of Health & Human Services (HHS) pursuant to the Health Information Technology for Economic and Clinical Health Act (HITECH Act). M-CEITA will provide federally subsidized technical assistance, guidance, and information to accelerate PPCP adoption and Meaningful Use of health information technology (HIT), as defined by the Centers for Medicare & Medicaid Services (CMS). PPCP agrees to work with M-CEITA in achieving Meaningful Use. M-CEITA participation is for those PPCPs who are already live on a certified EHR and those PPCPs who have not yet adopted EHR systems and plan to adopt a system certified according to the ONC approved process or certifying body to assist them in meeting the federal requirement for Meaningful Use, which can qualify PPCPs for Meaningful Use incentives through Medicare or Medicaid.

III. Technical Assistance Offerings

M-CEITA’s technical assistance is intended to support your efforts to Meaningfully Use HIT and span the stages of the IT implementation process. M-CEITA’s expertise will be shared with the practice through a combination of onsite and phone consultations, custom deliverables, tools and workbooks, and education modules. We will partner with your practice as described in this agreement and detailed within the Technical Assistance Scope of Work (Attachment A). M-CEITA has designed the technical assistance services, tools and guidance to most effectively leverage that limited subsidy in collaboration with the Practice/CAH/ Clinic/Health Center’s resources. M-CEITA will report to the practice throughout the project life cycle on progress and estimated hours allocated.

Engagement

Introduction and Awareness:

M-CEITA will partner with your practice to understand your current progress, future goals, resources and concerns regarding EHRs so that we can be prepared to address your specific needs. M-CEITA will provide a review of certified HIT products and capabilities, federal incentive options, workflow design methods, and best practices for deploying technologies in your practice. This may be delivered onsite or offsite.

Project Planning:

M-CEITA, in coordination with your practice, will develop a written plan for achieving Meaningful Use and declared adoption goals that is tailored to the organization’s stage of HIT adoption. In the case that you have already implemented HIT systems, the emphasis will be on determining system capability to meet federal certification requirements, assessing and optimizing use of existing technology, and working with the practice to determine the best way forward with existing and/or additional IT solutions.

Current State Process Mapping:

To prepare for workflow modifications, M-CEITA will facilitate provider process mapping efforts needed to assess and understand your current processes, collect user requirements, and identify enhancement opportunities.

Selection

Primarily, M-CEITA will engage with practices at two points – either when a practice is considering selection of an EHR system, or at the point of optimizing an existing system (including those systems purchased but not yet implemented). If your practice is already in the process of selecting a particular HIT product, M-CEITA will provide information on that product, including: available, objective information on end-user feedback on the product for your practice type and the product’s plans for meeting Meaningful Use. (M-CEITA is only able to support implementation of Meaningful Use-certified products.)

If your practice is still considering HIT options, M-CEITA will assist you in the selection process, providing:

Screening Support:

M-CEITA will provide and facilitate the completion of a “Health IT Selection Toolkit” that will prepare your practice to review, compare and select HIT tools. This will assist you in identifying the primary goals and objectives you wish to achieve from HIT, the features and functions required to support your goals and objectives, and an estimated ROI from the adoption.

Simplified Selection:

Based on results from your toolkit, system requirements, and our assessment of your practice, M-CEITA will provide you with a short list of health information technologies that most closely fit your practice’s needs and objectives. This will include options available through our Group Purchasing initiative as well as those available from organizations within your region. Final selection of a single vendor will require your own review of the options presented. M-CEITA will be actively engaged to help evaluate various systems as we support your work to find the best tools for your practice.

M-CEITA is committed to providing comprehensive information to facilitate and expedite your choice of EHR. Consequently we have researched and identified vendors that are most likely to meet the needs of PPCPs in CAHs, FQHCs, and small primary care practices. Moreover, our group purchasing contracts incorporate elements we feel are essential to protect the interests of providers. Should you wish to engage in an additional search, of all certified vendors M-CEITA will assist in vendor comparison discussions as requested. However this may significantly impact the project plan and timeline and may require additional fees.

Planning

Change Management:

M-CEITA will work with your Project Team to plan and execute workflow changes, prepare your staff and practice to adopt your selected technologies, and fulfill HIT-related objectives (for example: achieving Meaningful Use, participating in health information exchange, and linking with a Patient Centered Medical Home).

Preparation for Implementation (if applicable):

M-CEITA will work with the practice to develop a written plan of the expectations, goals, and responsibilities of the practice and the vendor for the implementation. We will confirm that PQRI measures, infrastructure needs, health information exchange capabilities, interfaces, and legacy system conversion (as applicable) will be addressed by the vendor.

Implementation

Vendor Oversight (if applicable):

M-CEITA will work with your team to ensure the vendor completes agreed upon implementation services. We will also assist your staff in developing a method to track issues that arise (i.e. bugs or gaps) and need to be addressed by the vendor.

Meaningful Use

Post Implementation Review:

M-CEITA will meet with your project team to address issues arising from the new system, review system impact on work processes, and confirm adoption goals have been met, or plans are in place to achieve them.

Sustainment:

M-CEITA will work with your project team to review reporting mechanisms to sustain Meaningful Use of the system and make recommendations to enhance your practice’s capabilities and clinical outcomes.

IV. Fees & Payment

- a) Practices/CAHs/Clinics/Health Centers agree to remit to Altarum the following, due immediately upon execution of this Agreement:
 - i. A one-time participation fee of \$500.00 per physician, nurse practitioner and physician assistant considered a PPCP by ONC (“Fee”).** Participation is valid for the term of this Agreement. The M-CEITA Representative will collect all Fees at the time of contract signature. Acceptable payment methods include check, money orders, and credit card. All checks and money orders should be made payable to Altarum Institute. If payment is by credit card, please complete the provided form.
 - ii. Total one-time participation fee: _____

- b) Participants will receive the technical assistance services detailed in the Technical Assistance Scope of Work (Appendix A); the value of the ONC subsidy per PPCP is \$4,865.00, estimated at up to 50 hours of support.
- c) All Fees remitted by a Practice/CAH/Clinic/Health Center or PPCP to Altarum shall be non-refundable. PPCPs may cancel the project at any time, however all technical assistance will terminate upon the date of cancellation.

**For larger facilities such as Critical Access Hospitals, Federally Qualified Health Centers, physician organizations, or for hardship situations, please contact Altarum (Laura Schwennesen 734-302-4691) or your M-CEITA Regional Manager for information.

V. Additional Service Offerings

Beyond those technical assistance services described above, M-CEITA may make recommendations for assistance or services (at an additional cost) that would be applicable to the Practice/CAH/Clinic/Health Center. These services include but are not limited to EHR data hosting, ongoing Meaningful Use support, helpdesk services, etc.

VI. Practice/CAH/Clinic/Health Center Responsibilities

The Practice/CAH/Clinic/Health Center agrees to actively collaborate with M-CEITA to achieve Meaningful Use. In order to do this, the Practice/CAH/Clinic/Health Center commits to the following:

- i. Dedicate timely resources to the project.
- ii. Demonstrate progress toward HIT project goals set forth and agreed upon by the practice and M-CEITA.
- iii. If provider does not currently have an EHR, to actively complete HIT vendor selection within 4 months of signing this agreement (or as defined by the M-CEITA selection timeline); if HIT product contract is not signed within 4 months the practice understands that it is unlikely they will achieve Meaningful Use certification within the timeframe of this agreement.
- iv. Will collaborate with M-CEITA on efforts to achieve Meaningful Use as specified by CMS.

VII. Indemnification

Altarum and Practice/CAH/Clinic/Health Center agree to indemnify, defend and hold each other's officers, directors, employees and agents harmless from any and all claims, losses, liabilities, damages, costs and expenses, including without limitation reasonable attorneys' fees, arising from any negligence or intentional misconduct by it, its officers, directors, employees and agents. For purposes of this indemnification provision, Altarum (as the indemnified party) shall include Altarum, as well as the M-CEITA Liaison and Representative Organization as designated. Neither party shall be liable to the other party for incidental, special or consequential damages.

VIII. Protected Health Information (PHI)

If required or requested by the Practice/CAH/Clinic/Health Center, M-CEITA will sign and deliver to the Practice/CAH/Clinic/Health Center a Business Associate Agreement under which it will agree not to use or disclose any PHI except as necessary, in its sole discretion, to provide services on behalf of the Practice/CAH/ Clinic/Health Center, and will not use or disclose PHI that would violate the HIPAA Privacy Rule.

IX. Term & Termination

- a) The term of this Agreement coincides with the period of the Regional Extension Center grant received from ONC. The grant period and this Agreement expire in February 2012.
- b) Altarum reserves the right to terminate this Agreement with respect to a PPCP if such PPCP fails to meet conditions as specified in this Agreement.
- c) The Practice/CAH/Clinic/Health Center or Altarum, upon the giving of written notice to the other party, may terminate this Agreement at any time. Notice shall be deemed effective on the date of delivery. Date of delivery will be: (i) the date of receipt if delivered personally; or (ii) the date three (3) days after the date of posting if delivered by mail; or (iii) the date one (1) day after the date of submission with the courier. Practice/CAH shall not be liable for expenses, nor shall Altarum be liable to perform any services incurred after the receipt or delivery of notice of termination. For purposes of this termination provision, Altarum shall include Altarum, as well as any M-CEITA Liaison and/or Representative Organization as designated.

X. Assumptions

Both parties agree to the following conditions; M-CEITA is not providing HIT software or hardware directly to the Practice/CAH/Clinic/Health Center, there is no guarantee that selected software will meet the current certification criteria or Meaningful Use incentive thresholds, and there is no guarantee that the Practice/CAH/Clinic/Health Center will receive Meaningful Use incentive payments, although M-CEITA staff will do everything within this scope to help providers/practices/ facilities attain Meaningful Use designations.

XI. Entire Agreement

It is understood and agreed between the parties that this Agreement constitutes the entire agreement between them with regard to the subject matter with which it deals, and that this Agreement may only be amended by a written instrument signed by both of the parties hereto.

XII. Acceptance & Certification

This Agreement has been pre-signed by Altarum. Any changes made to the material terms of this Agreement will necessitate initialing by an authorized Altarum representative to constitute an accepted change. By the Practice signature below, the Practice certifies that it qualifies as a Priority Provider (definition follows).

Priority Provider definition (as defined by ONC): Providers in individual and small group practices (fewer than 10 physicians and/or other health care professionals with prescriptive privileges) primarily focused on primary care; and physician assistant, or nurse practitioners who provide primary care services in public and critical access hospitals, community health centers, rural health clinics, and in other settings that predominantly serve uninsured, underinsured, and medically underserved populations.

The undersigned, as an authorized representative of the Practice named above, hereby executes this Agreement on behalf of the Practice and its PPCPs designated below.

Organization Name: _____

EIN: _____

Authorized Agent of Practice/CAH/Clinic/Health Center and Title: _____

Signature: _____

Accepted and Agreed to as of Effective Date _____, 2011

Phone Number: _____

Email Address: _____

ALTARUM INSTITUTE (as facilitator of the M-CEITA program)

Laura Schwennesen

Laura Schwennesen, Director of Contracts
PH 734-302-4691
Laura.schwennesen@altarum.org

For M-CEITA Use Only	
M-CEITA Liaison/Organization:	_____
M-CEITA Staff Sign-up Owner:	_____
Final Amount paid for providers listed in attachment:	_____
Date received (Payment & Agreement):	_____
Method of Payment:	_____
<input type="checkbox"/>	Original Agreement to Altarum Contracts
<input type="checkbox"/>	Copy of Agreement with Payment to Altarum Accounting
<input type="checkbox"/>	Pricing Documentation submitted with Agreement

Information required for each Organization

Name of Practice: _____

Organization Address: _____

Organization Phone Number: _____

Organization Fax Number: _____

EIN: _____

Type of Organization Select one:

- Small Practice (<10) Large Practice (11+) FQHC CAH
 CHC RHC Rural Hospital Public Hospital
 Other Underserved Setting (describe per M-CEITA definition): _____
 Practice Consortium (describe per M-CEITA definition): _____

Physician Organization/Group Affiliation _____

Estimated # of Annual Patient Visits: _____

Estimated # of Unique Patients Seen Annually: _____

Estimated % of patients on: Medicare _____% Medicaid _____% Commercial Insurance _____% Uninsured _____%

Information required for each Site

Name of Practice: _____

Practice Site Address: _____

Practice Phone Number: _____

Direct Service Organization

Site Lead (M-CEITA Staff): _____

PPCPs at Site:

Name: _____

Mich. License #: _____

NPI #: _____

Primary Care Specialty: _____

Name: _____

Mich. License #: _____

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Primary Care Specialty: _____

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Primary Care Specialty: _____

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Mich. License #: _____

NPI #: _____

Primary Care Specialty: _____

Please attach additional sheets as necessary for each site

M-CEITA is facilitated by Altarum Institute as a cooperative agreement grant of the Office of the National Coordinator for Health Information Technology, U.S. Department of Health and Human Services under Grant EP-HIT-09-003