

Central Florida Health Information Technology Initiative

UCF College of Medicine Regional Extension Center

Provider Technical Assistance Agreement

The Central Florida Health Information Technology Initiative (the “Initiative”) is the Regional Extension Center for Brevard, Lake, Orange, Osceola, Polk, Seminole and Volusia counties in the State of Florida as designated by the National Coordinator at the United States Department of Health and Human Services (US DHHS). The Centers for Medicare and Medicaid Services (CMS) has approved The Agency for Health Care Administration (the “Agency”) funding for providing additional technical assistance to qualified dentists pursuant to the provisions of the American Recovery and Reinvestment Act (ARRA) through the Implementation Advance Planning Document for the State Medicaid Electronic Health Record (EHR) Incentive Program approved on April 9, 2011. The funding will be provided to Regional Extension Centers (RECs) to provide technical assistance as needed to dentists who do not qualify for REC assistance under ARRA legislation. The four (4) RECs within the state of Florida are operating based on federal grants to encourage the adoption and meaningful use of certified Electronic Health Record (EHR) technologies in conjunction with the Agency through training and technical support.

The term “meaningful use” shall have the same meaning as set forth in the final rules published by the US DHHS Centers for Medicare and Medicaid Services for comment in the Federal Register on July 28, 2010 and any future rule, as amended, which may come from US DHHS.

RECs have been established through the ARRA program to assist providers in the procurement and meaningful use of certified EHR technology. Not all Medicaid providers qualify for assistance from the RECs, yet all may benefit from the same type of technical assistance planned and provided by the RECs. Eligible Professionals (EPs) for the Medicaid EHR Incentive Program are non-hospital based physicians, dentists, nurse practitioners, and certified nurse midwives. However, only certain Providers, Priority Primary Care Providers (PPCPs), are authorized to receive assistance from the Regional Extension Centers through the funding provided by the Office of the National Coordinator. PPCPs are defined as a:

- a) Licensed Doctor of Medicine (MD);
- b) Doctor of Osteopathic Medicine (DO);
- c) Nurse Practitioner (NP); or
- d) Physician Assistant (PA) with prescriptive privileges who provides primary care services in the areas of Family Practice, Internal Medicine, Obstetrics and Gynecology, and Pediatrics.

The undersigned provider intends to utilize electronic health record technology to achieve meaningful use and agrees to work with the Initiative to achieve meaningful use of electronic health record technology. Membership in the Initiative is available both for (1) those providers who are already “live” on an electronic health record and (2) providers who have not yet adopted electronic health record technology.

The Agency has been given authority by CMS to contract with RECs to provide additional technical assistance as needed to dentists who do not qualify for REC assistance under ARRA legislation as a PPCP. The REC shall work with the qualified dentists as well as with their affiliated practice personnel, to identify their service and assistance needs in an effort to help them adopt and meaningfully use electronic health records.

- a) A qualified dentist is defined as a:
 - 1) Provider licensed as a Doctor of Dental Surgery (DDS) who is actively providing dental services to Medicaid enrollees; or
 - 2) Doctor of Dental Medicine (DDM) who is actively providing dental services to Medicaid enrollees.
- b) The dentist must work in at least one (1) of the following settings:
 - 1) Small practice of ten (10) dentists or less;
 - 2) Medically underserved area;
 - 3) Federally qualified health center;
 - 4) A rural health setting; or
 - 5) County Health Departments

The Central Florida Health Information Technology Initiative will provide services to the following counties: Polk, Osceola, Orange, Seminole, Lake, Brevard and Volusia.

The Regional Extension Center services (“Services”) are the following:

- Education and Outreach to Providers: The Initiative shall provide outreach, education, and assistance to providers regarding effective strategies for selecting, implementing, and using certified EHR technology to improve the quality and value of healthcare. Outreach, education and assistance consist of but is not limited to, informed and up to date information regarding the most appropriate EHR solution, implementation advice, workflow models, best practices for providing adequate patient privacy measures. The Agency envisions an increased number of dentists applying for the Florida Medicaid EHR Incentive Program and pursuing the meaningful use of its technology.

- Retailer Selection & Group Purchasing: The Initiative shall provide assistance in assessing the Health Information Technology (HIT) needs of qualified dental practices, as well as assessing needs and selecting EHR Initiatives as appropriate.
- Implementation and Project Management: The Initiative shall supplement the dentist's selected EHR Initiative's existing project management approaches with guidance on organizational readiness, assessing Information Technology (IT) infrastructure needs, supplemental product training, on-site coaching, and consultation.
- Practice and Workflow Redesign: The Initiative shall assist qualified dentists and their office personnel in redesigning workflows as necessary to incorporate their EHR system into the practice.
- Functional Interoperability and Health Information Exchange: The Initiative shall provide education to qualified dentists and their office personnel on Federal and State Health Information exchange (HIE) services and requirements and options for service and, as appropriate, facilitate qualified dentists in HIE participation through registration in Direct Secure Messaging.
- Privacy and Security Best Practices: The Initiative shall support providers by providing consultation on implementing best practices regarding EHRs and HIE, while adhering to the privacy and security of personal health information concurrent with Health Insurance Portability and Accountability Act (HIPAA) requirements, including (but not limited to): implementation and maintenance of physical and network security, user-based access controls, disaster recovery, encryption and storage of backup media, human resources training and policies; and identification of state laws and regulatory requirements that impact privacy and security policies for electronic interoperable HIE.
- Progress Towards Meaningful Use: The Initiative shall provide education to qualified dentists and their office personnel, on Meaningful Use definitions, criteria, timelines, and attestation processes.

Fees:

- a) Qualified Dentist: The Initiative will charge an annual membership fee of \$300, per provider. This membership fee covers outreach and educational materials including a quarterly e-newsletter, initial readiness assessments and ongoing monitoring of the electronic health record effort. The Initiative may waive the first year membership fees. Upon signing this Agreement, the Initiative will invoice the provider for payment, if applicable. If the qualified dentist is eligible, the Initiative will provide approximately 32 hours of technical assistance per provider, up to five providers total, of the Initiative's time for performing the Services. For provider offices that have more than five eligible providers, this fee includes ten hours per

provider past the first five providers. Any services performed by the Initiative past these hours will be charged at an hourly rate of \$110.00 per hour. A separate Scope of Work, approved by the provider, for such services will be developed in this instance before any chargeable work is done.

The Initiative makes no guarantee that providers will achieve meaningful use, but will use reasonable efforts to work with the provider towards this goal.

By signing this document, the provider agrees to cooperate in partnership with the Central Florida Health Information Technology Initiative to achieve “meaningful use” status by July 5, 2013, after which time this Agreement expires. After expiration of this Agreement, a separate Scope of Work, approved by the provider, for such services will be developed before any chargeable work is done.

The provider listed below shall become a member of the Initiative upon the date of signature and is eligible for the Regional Extension Center services described above. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. In the event of such termination, the Parties agree to provide the other Party with any necessary information, documents or correspondence as may be required by the National Coordinator of DHHS.

In providing services, the Initiative may inadvertently acquire or access protected health information. The Initiative will work with the provider and practice as necessary to execute a separate Business Associate Agreement which complies with HIPAA requirements.

This Agreement is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of this Agreement.

The provider’s selection and adoption of software and hardware for electronic health record technology and for achieving meaningful use, including selecting Initiatives to implement, install, maintain, and/or service any electronic health record technology for the provider’s practice shall be subject to one or more separate written agreements between the provider and the selected software and hardware Initiatives (“Initiative Agreements”). The Initiative may make recommendations, suggestions or provide information to the provider concerning Initiatives, hardware and software and the provider will make its own independent selections and decisions, may retain its own consultants and advisors for assistance and is encouraged to do so. The provider agrees that the Initiative shall not be a party to any Initiative Agreements and the Initiative shall not have any liability under any Initiative Agreements or for any acts or performance by any Initiatives.

The provider acknowledges and agrees that in performing the Services, the Initiative is acting in an advisory role only to provide the provider with information, guidance, and fundamental technology

assistance concerning the provider's potential adoption and implementation of electronic health record technology. THE INITIATIVE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PERFORMANCE OF THE SERVICES OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THE INITIATIVE MAKES NO WARRANTIES AS TO THE ADEQUACY OR CAPACITY OF ANY INITIATIVES, INITIATIVE AGREEMENTS, HARDWARE, SOFTWARE, INFORMATION, ASSISTANCE OR THE SERVICES OR THAT THEY WILL ATTAIN SOME OR ALL OF THE PERFORMANCE OBJECTIVES OR GOALS OF THE PROVIDER. This Agreement provides for the performance of services and is not a sale of goods.

In the event of any breach of this Agreement by the Initiative, the provider may, after providing written notice and thirty days to cure, terminate this Agreement if the breach remains uncured and receive a refund of all amounts paid to the Initiative by the provider under this Agreement. THE RIGHT OF TERMINATION AND TO A REFUND SET FORTH IN THE PRECEDING SENTENCE SHALL CONSTITUTE THE PROVIDER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE INITIATIVE FOR ANY BREACH OF THIS AGREEMENT, WHICH REMEDY SHALL APPLY EVEN IF IT FAILS OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL THE INITIATIVE OR THE INITIATIVE'S AFFILIATES (AS DEFINED BELOW) BE LIABLE TO THE PROVIDER FOR ANY: (I) MONETARY AMOUNT GREATER THAN THE TOTAL AMOUNTS ACTUALLY PAID BY THE PROVIDER TO THE INITIATIVE PURSUANT TO THIS AGREEMENT; OR (II) LOSS OR INJURIES TO EARNINGS, REPUTATION, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY PERSONS OR ENTITY WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The term "Initiative's Affiliates" shall mean The University of Central Florida Board of Trustees and the UCF College of Medicine and each of their employees, agents, contractors, representatives, successors and assigns.

Please complete Attachment 1 and return these documents to:

*Fax Number: **(407) 309-4788** or mail a hard copy to the Central Florida Health Information Technology Initiative at: **10151 University Boulevard, #281, Orlando, FL 32817***

<The Remainder of this Page is Intentionally Left Blank - Signature Page Follows>

Agreed and Accepted:

Practice Name: _____

Practice Address: _____

Practice Telephone: _____

Provider Name: _____

Provider Signature: _____

Provider Email address: _____

Date: _____

THE UNIVERSITY OF CENTRAL FLORIDA, ON BEHALF
OF ITS BOARD OF TRUSTEES, FOR THE BENEFIT OF THE
COLLEGE OF MEDICINE

Deborah C. German, M.D.
Vice President for Medical Affairs,
Dean, College of Medicine

Date: _____