



MIPS Navigator

Service Agreement

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1. SERVICE DEFINITION – THE MIPS NAVIGATOR SERVICE

EAGLE will provide assistance to CLIENT to assist in its compliance with the CMS Incentive Programs. The CMS Incentive Programs currently include PQRS, Meaningful Use and the Value Modifier Program. At a future date, CMS will consolidate these programs into the Merit-Based Incentive Payment System (MIPS). This assistance will include:

- 1) **Quality Program.**
 - a) **PQRS and MIPS Quality Program Support.** Prior to the start of MIPS, EAGLE's assistance in this area will be based on the PQRS rules in effect. After the start of MIPS, EAGLE will assist with the MIPS Quality performance category. The specific assistance includes:
 - b) **Selection of Quality Measures.** Eagle will review the CMS quality measures, determine which are clinically appropriate for CLIENT, evaluate the scoring for each measure, identify which measures are supported by CLIENT's EHR vendor, and recommend measures to allow maximum PQRS/MIPS scoring potential. CLIENT will make final decision regarding which measures they will utilize.
 - c) **Quality Data Collection.**
 - i) If CLIENT uses an EHR, EAGLE will assist with configuration of CLIENT's EHR to collect quality data. EAGLE will provide training/coaching to CLIENT regarding proper method of entering quality data.
 - ii) If CLIENT does not use an EHR, EAGLE will assist with design of a data collection methodology.
 - d) **Monitoring.** EAGLE will monitor CLIENT's data gathering and notify CLIENT regarding any failure to capture this data. EAGLE will assist with corrective action as necessary including troubleshooting with the EHR vendor and/or staff training.
 - e) **Submission of Quality Data.**
 - i) If CLIENT uses an EHR, EAGLE will assist with submission of the Quality Data to CMS either via the EHR or via a data submission vendor.
 - ii) If CLIENT does not use an EHR, EAGLE will assist client with identification of Qualified Registry and the mechanics of uploading data to the Registry.
 - 2) **Resource Use.**
 - a) **Value Modifier and MIPS Resource Use Support.** Prior to the start of MIPS, EAGLE's assistance in this area will be based on the Value Modifier rules in effect. After the start of MIPS, EAGLE will assist with the MIPS Resource Use performance category.
 - b) **QRUR Monitoring.** EAGLE will monitor the QRUR report provided by CMS. If any errors are identified, EAGLE will notify CMS of errors.
 - 3) **Clinical Practice Improvement Activities (CLIA).**
 - a) After the start of MIPS, EAGLE will assist practice with the selection of 2 to 6 Clinical Improvement Activities. CLIENT will make final decision regarding its CLIA choices. EAGLE will further assist with the creation of written procedures, selection of vendors and/or other setup work to implement the CLIAs. CLIENT shall be responsible for performing the CLIAs and for any associated 3rd party vendor costs.
 - b) EAGLE will periodically monitor the progress with the CLIAs and recommend corrective action as necessary.
 - c) EAGLE will perform the end-of-year attestation for CLIAs completed by CLIENT.
 - 4) **Advancing Care Information (ACI).**
 - a) **Meaningful Use and MIPS ACI Support.** Prior to the start of MIPS, EAGLE's assistance for this area will be based on the Meaningful Use rules in effect. After the start of MIPS, EAGLE will assist with the ACI rules under the MIPS program.
 - b) **Meaningful Use / MIPS ACI Registration.** EAGLE will perform registration for the Meaningful Use program using the CMS portals.
 - c) **EHR Configuration.** Client and EHR Vendor are responsible for the training and implementation of the EHR. EAGLE will review the system configuration to validate that it is properly configured for the ACI/Meaningful Use measures, and recommend corrective action as necessary.
 - d) **Measure Selection and Planning.** EAGLE will assist CLIENT with selection of ACI Measures, setting of goals for each measure, and creating a plan to achieve the goals. CLIENT is responsible for implementing the plan.
 - e) **Protecting Patient Health Information.**



- i) EAGLE will conduct the Security Risk Analysis per the required specifications of the Meaningful Use and/or MIPS ACI Performance Category. CLIENT will cooperate with this process and will be responsible for any costs charged by its computer networking vendor and/or EHR vendor who will be interviewed as part of this process.
- ii) EAGLE will provide HIPAA Privacy and Security Policies designed for medical practices with 10 or fewer physicians. CLIENT is responsible for any and all customization of policies.
- iii) EAGLE will conduct an external vulnerability scan of one IP address each year and deliver results to CLIENT.
- iv) CLIENT is responsible for all costs for correction of security deficiencies identified as part of this process.

2. PRICING AND PAYMENT TERMS

Price

The price for the service is based on the number of licensed physicians, nurse practitioners and physician assistants employed and/or contracted by CLIENT:

Number of Physicians _____
Number of Nurse Practitioners _____
Number of Physician Assistants _____
Total Clinicians _____

Service Price per month: _____

In the event that the number of clinicians employed by CLIENT changes during the term of this agreement, EAGLE reserves the right to adjust the Service Price according to its current fee schedule.

Payment Terms

Invoicing is done monthly. Payment is due at the beginning of the month.

Late Fees and Collections

In the event that CLIENT fails to pay according to the payment terms, CLIENT agrees to a late fee equal to 2% per month, compounded, and to pay all costs, including attorney fees, required for collection activities.

On Site Service

The MIPS Navigator Service is typically provided via the telephone and/or remote connection to the CLIENT EHR system. At CLIENT's option, on-site services will be provided. Additional costs for on-site service are \$750.00 per day plus normal travel expenses.



3. CLIENT RESPONSIBILITIES

- 1) CLIENT will appoint a Project Manager who will act as a single point of contact for EAGLE for the duration of this engagement and for all communications. .
- 2) CLIENT is responsible for all costs associated with implementation of its EHR system. EAGLE will notify client regarding the EHR systems that it supports.
- 3) The CLIENT Project Manager shall be responsible for implementing activities and plans jointly created by EAGLE and CLIENT.
- 4) CLIENT shall provide remote online access to systems and network and/or physical facilities necessary to complete its responsibilities under this Service Agreement.
- 5) CLIENT is responsible for correction of deficiencies identified by the HIPAA Security Risk Analysis as detailed above.
- 6) CLIENT is responsible for the costs related to services in this agreement including licensing and support fees for EHR software, fees for Clinical Data Registries associated with submission of Quality data, fees for 3rd party services necessary for the Clinical Practice Improvement Activities section, and any other fees.

4. HIPAA BUSINESS ASSOCIATE AGREEMENT

- 1) CLIENT is a covered entity under the HIPAA Privacy and Security regulations found at 45 C.F.R. Part 160 and Part 164. EAGLE is a Business Associate as defined by the HIPAA regulations.
- 2) Terms used in this agreement, including but not limited to "covered entity", "business associate", "Protected Health Information (PHI)", "unsecured protected health information", "use", "disclose", "breach", and "security incident", shall have the same meaning as defined in most current versions of the above referenced regulations.

For compliance with the HIPAA Privacy and Security regulations, EAGLE and CLIENT agree to the following provisions:

- 1) **Allowed Uses and Disclosures of Protected Health Information.** EAGLE may use and disclose protected health information only as follows:
 - a) EAGLE may use and disclose protected health information for the purposes of delivering services detailed in this service agreement. In performance of these tasks, EAGLE may disclose PHI to its employees, subcontractors and agents, in accordance with the provisions of this agreement.
 - b) EAGLE may further use and disclose PHI, if necessary
 - i) for the proper management and administration of the EAGLE's business, and/or
 - ii) to carry out the legal responsibilities of the EAGLEif the disclosure is either
 - i) required by law, or
 - ii) EAGLE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies EAGLE of any instances of which it is aware in which the confidentiality of the information has been breached.
- 2) **Responsibilities of EAGLE.** With regard to its use and disclosure of protected health information, EAGLE agrees to do the following:



- a) Use and/or disclose the protected health information only as permitted by this Agreement or as otherwise required by law; no further use or disclosure is permitted.
- b) Use appropriate physical, technical and administrative safeguards to protect electronic PHI, and comply with the requirements of the HIPAA Security Regulations (45 CFR Part 164 Subpart C) which are applicable to business associates.
- c) Report to CLIENT any security incident, and any use or disclosure not provided by this contract, including breaches of unsecured protected health information as required by 45 CFR 164.410.
- d) Require that subcontractors who create, receive, maintain or transmit ePHI on behalf of Business Associate comply with applicable HIPAA Security regulations by entering into a Business Associate contract with these subcontractors. The Business Associate contract shall meet the specifications of 45 CFR 164.314.
- e) Make available to the individual any requested protected health information, in accordance with procedures specified by CLIENT and in compliance with 45 CFR 164.524, "Access of individuals to protected health information".
- f) Make available for amendment, and incorporate any amendments to protected health information in accordance with the requirements of 45 CFR 164.526, "Amendment of protected health information".
- g) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.
- h) To the extent that EAGLE is to carry out CLIENT's obligations under the HIPAA Privacy Regulations, 45 CFR 164 Part E, comply with the requirements of the Privacy Regulations in the performance of those obligations.
- i) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the CLIENT's compliance with the HIPAA regulations, subject to attorney-client and other applicable legal privileges.
- j) Return to CLIENT or destroy, as requested by CLIENT, within 30 days of the termination of this Agreement, the protected health information in EAGLE's possession and retain no copies or electronic back-up copies. If this is not feasible, EAGLE will limit further uses and disclosures to the reason that return/destruction is not feasible, and to extend the protections in this agreement for as long as the protected health information is in its possession.

5. OPTIONAL SERVICES

EAGLE provides an array of additional, optional services which are not included in this Service Agreement. These services include revenue cycle management, HIPAA Privacy and Security services, compliance and other training services, and other services. CLIENT may elect optional services via a separate service agreement which will be provided upon request.



6. OTHER TERMS AND CONDITIONS OF SERVICE

- 1) **Services.** The initial scope of this Service Agreement is as detailed above in the section "Service Definition – The MIPS Navigator Service." EAGLE offers various other services, and EAGLE and CLIENT may agree to expand the services provided from time to time, and if so, will amend this base agreement in writing.
- 2) **Term and Termination of this Agreement**
 - a) **Initial Term.** This agreement will become effective when signed by both parties. The initial term is 12 months.
 - b) **Subsequent Term and Termination.** After the initial term is completed, CLIENT may terminate this Agreement at any time by providing 30 days written notice of termination.
 - c) **Violations of HIPAA BAA.** As provided for under 45 C.F.R. §164.504, in the event that CLIENT determines that EAGLE has breached a material provision of the HIPAA BUSINESS ASSOCIATE AGREEMENT section of this Agreement, CLIENT may: (i) provide EAGLE with 30 days written notice of the existence of an alleged material breach; and (ii) afford EAGLE an opportunity to cure said alleged material breach upon mutually agreeable terms. EAGLE's failure to cure in the manner set forth in this paragraph is grounds for CLIENT to immediately terminate this Agreement.
 - d) **Failure of CLIENT in its Obligations.** CLIENT acknowledges its responsibilities as detailed in the CLIENT RESPONSIBILITIES section of this agreement. In the event that CLIENT fails to fulfil its responsibilities, EAGLE reserves the right to terminate this agreement.
- 3) **Fees and Terms of Payment.** Fees and payment terms are detailed in the section above "Pricing and Payment Terms."
- 4) **Authorization for Scanning and Penetration Testing.** CLIENT authorizes EAGLE, and our agents, to perform such scanning and penetration testing services and activities, which may include scanning your network, both externally and internally. Further, by your agreement to this engagement, you represent that you are fully authorized to grant Eagle permission to perform the security assessment, as outlined in this document. Eagle agrees not to intentionally cause a disruption of service of your computer and data network resources, and will keep CLIENT advised if we discover an asset that may be potentially disrupted.
- 5) **Warranty and Limitation of Liability.** Eagle warrants that its services will be performed in a professional and workmanlike manner in accordance with applicable professional standards. EAGLE will re-perform any work not in compliance with this warranty which is brought to our attention within thirty days after the work is performed.

THE PRECEDING IS EAGLE'S ONLY WARRANTY CONCERNING THE SERVICES AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EAGLE DOES NOT GUARANTEE ANY SPECIFIC OUTCOMES FOR THE MEANINGFUL USE, PQRS OR MIPS PROGRAMS. EAGLE SHALL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, FAILURE TO EARN INCENTIVE PAYMENTS, LOSS OF DATA, REGULATORY FINES OR ANY OTHER DAMAGES.

- 6) **Compliance with Anti-Kickback Statute and any other Applicable Regulations.** Each Party agrees to comply with all applicable laws and regulations, including the Anti-Kickback Statute. EAGLE represents that all services are delivered at fair market value and that provision of these services is not conditioned on CLIENT providing referrals to EAGLE or any 3rd party for any services reimbursed by the federal Medicare or Medicaid programs.
- 7) **Resolving Disputes.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon arbitrator. Any costs and fees including attorney fees associated with



the mediation shall be shared equally by the parties. If the dispute is not resolved with arbitration, either party may seek legal remedy.

- 8) **Entire Agreement.** The terms and conditions detailed in this Service Agreement constitute the complete agreement between the parties and supersede all previous discussions and communications relating to the subject matter of this arrangement.
- 9) **Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given when delivered to recipient's address as stated on this Agreement.
- 10) **Applicable Law.** This Agreement will be governed by the laws of the state of Ohio.

This Agreement is made between Eagle Consulting Partners, Inc. ("EAGLE"), with a principal place of business at 6779 Memphis Ave. #7., Brooklyn, OH 44144, and "CLIENT";

CLIENT: _____

Address: _____

City: _____ State: _____ Zip: _____

Accepted by:
CLIENT

Accepted by:
EAGLE

Authorized Signature

Authorized Signature

Print Name

Gary Pritts

Print Title

President

Date: _____

Date: _____