

STATEMENT OF WORK NO. 2
Iowa Board of Pharmacy Prescription Monitoring Program
Statewide Integration Services

This Statement of Work No. 2 ("SOW") is executed pursuant to the Software as a Service and Professional Services Master Agreement between the State of Iowa, acting by and through the Iowa Department of Administrative Services on behalf of the Iowa Board of Pharmacy, with Appriss Inc., now known as Bamboo Health, executed on April 2, 2018 (MA18214) ("Master Agreement").

This SOW is incorporated by reference into the Master Agreement as if fully set forth therein and is subject to all of the terms and conditions of the Master Agreement. In the event of any conflict or inconsistency between any of the terms, conditions, and provisions of the Master Agreement and this SOW, the terms, conditions, and provisions of the Master Agreement shall prevail.

Vendor acknowledges and agrees that the Iowa Board of Pharmacy and the State shall not under any circumstances be subject to the terms, conditions, limitations, or other provisions of Vendor's Gateway License Agreement, even if use of any services provided by Vendor requires an affirmative acceptance of, or agreement to, the terms of the Gateway License Agreement, such as clicking "I agree" before access or use is permitted.

All terms not otherwise defined in this SOW shall have the meaning ascribed to them in the Master Agreement. Except as set forth in this SOW, the Master Agreement shall remain unchanged and in full force and effect.

NOW, THEREFORE, the parties herein acknowledge and agree as follows:

1. Definitions

The following definitions are included for the purpose of this SOW:

"Electronic Health Records" or "EHRs" means an electronic system used by a Healthcare Entity to document health information, including electronic medical records, health information exchanges, pharmacy management systems, and other similar systems.

"Healthcare Entity" means a location in Iowa where health care services are provided utilizing an EHR where one or more End Users practice or work, regardless of whether the End User is physically in the Iowa location or practicing or working remotely. Examples include, but are not limited to, a prescriber's office, a hospital, a health system, a clinic, a pharmacy, an ambulatory care center, and an acute care facility.

"Provider" is defined as either an individual Iowa prescriber with an active Controlled Substances Act (CSA) registration or an Iowa licensed resident pharmacy with an active CSA registration; active CSA registrants identified as researchers are excluded from this definition.

2. Scope and Purpose

The State wishes to offer all Healthcare Entities the opportunity and ability to integrate Prescription Monitoring Data ("PMP Data") into the Healthcare Entities' EHRs to make PMP Data more accessible to End Users within each End User's clinical workflow at no cost to the Healthcare Entity or End User.

The Vendor has an application programming interface known as Gateway ("Gateway"), which is a data communication service that facilitates transmission of requests for, and retrieval of, PMP Data between a Healthcare Entity's EHR and the PMP InterConnect, which is operated by the National Association of Boards of Pharmacy. Currently, Healthcare Entities may purchase integration services directly from Vendor, and the cost to the Healthcare Entity for integration services is generally based on the number of Providers who are receiving integration services within the Healthcare Entity. Vendor also offers integration services to states on a statewide basis, in which a state pays a set price for all Healthcare Entities in the state to receive integration services, provided the Healthcare Entity utilizes an EHR platform that is connected to the Vendor's Gateway and the Healthcare Entity wishes to enable integration services, for a specified period of time.

The Iowa Department of Administrative Services, having reviewed the Master Agreement, has approved the State's procurement of statewide integration services from Vendor through issuance of this SOW pursuant to the Master Agreement.

3. Deliverables and Services to be provided

Vendor is responsible for providing the following services under this SOW:

- 3.1** Vendor's Gateway has established connections (application program interfaces) with several EHR platforms. Exhibit A contains a list of EHR platforms that currently have an established connection with Gateway along with EHR platforms that Vendor is currently testing or are in development. Under this SOW, Vendor agrees to update Exhibit A on a monthly basis and to send the updated Exhibit A to the Iowa Prescription Monitoring Program Administrator if there are any changes.
- 3.2** Vendor is required to build connections with EHR platforms that do not have an established connection with Gateway upon request of a Healthcare Entity, provided the Healthcare Entity has the required infrastructure to establish a connection to Gateway. This SOW covers all integration services for Healthcare Entities who utilize an EHR platform that has an established connection with Gateway, including EHR platforms in which Vendor builds out a connection with Gateway after execution of this SOW.
- 3.3** Within fifteen (15) days of the Effective Date of this SOW, or later date if requested by or on behalf of the State, Vendor agrees to send a communication to all Healthcare Entities regarding the availability of integration services and instructions on how to initiate integration services for Healthcare Entities that use an EHR platform that has an established connection with Gateway. Prior to sending the communication, Vendor must provide a draft to the Iowa PMP Administrator for its prior approval before sending. Vendor agrees to work with the State to provide marketing and outreach to Healthcare Entities. Examples include, but are not limited to, Vendor sending emails, Vendor participation in informational webinars or seminars, and Vendor sending direct mailings.
- 3.4** Within ten (10) days of the Effective Date of this SOW, or later date if requested by or on behalf of the State, Vendor will collaborate with the Iowa PMP Administrator or designee to finalize or modify proposed communication strategies to inform and invite Healthcare Entities to connect their EHRs to Gateway. Vendor will deliver a communication plan to the Iowa PMP Administrator or designee to inform EHR vendors and Healthcare Entities about the Statewide Integration Services available pursuant to this SOW. The Iowa PMP Administrator or designee shall have complete discretion to direct Vendor to execute or not execute such communication strategies.

Vendor shall be responsible for the entire costs of marketing efforts and shall use commercially reasonable efforts to market the Statewide Integration Services within the State of Iowa. Such marketing efforts shall include, at a minimum, direct communication regarding Statewide Integration Services by Vendor to Healthcare Entities that utilize EHRs with connections to Gateway, but who do not currently receive integration services. The Iowa PMP Administrator must review and approve all communications prior to Vendor distributing the communication. Vendor will communicate with EHR vendors with whom Vendor has a relationship. Vendor will have a designated resource that is charged with communicating with Healthcare Entities in the State, which will be ongoing throughout the duration of the SOW. The State retains the authority to directly market the Statewide Integration Services as it deems appropriate, in addition to Vendor's marketing strategies.

- 3.5** Vendor will manage an integration request provisioning service known as Customer Connect. This module is utilized by Healthcare Entities to submit their request for integration. The request intake process shall be completed by the requesting Healthcare Entity prior to provisioning, which includes execution of Vendor's end user license agreement. Upon provisioning, a message is sent to the Iowa PMP Administrator or designee to review and authorize the requesting Healthcare Entity to connect to the PMP via Gateway. The State of Iowa PMP Administrator will be responsible for approving the request within three (3) business days of receiving a notification. For new EHR integrations, Vendor will provide a test environment where the Healthcare Entity can perform test cases prior to moving into the production environment of Gateway. For implementations that are not considered new, Vendor will provide an expedited validation and confirmation process. For all implementations, Vendor will provide Healthcare Entities with IT support resources, with technical support, as needed during the implementation phase.
- 3.6** Appriss will communicate to the Healthcare Entities' designated IT staff the escalation and support process once the Healthcare Entity is live with the integration solution. Vendor will notify the Iowa PMP Administrator or designee upon successful connection of the Healthcare Entity to Gateway via email. Vendor will add each successful connection of a Healthcare Entity to the metrics and status reports provided to the Iowa PMP Administrator or designee.
- 3.7** Within fifteen (15) business days of the Effective Date of this SOW, Vendor will notify all Healthcare Entities in Iowa who currently receive integrated services that they do not need to pay Vendor for integrated services for the duration of this SOW. Vendor will stop invoicing all Iowa Healthcare Entities who are currently under contract for PMP integration services beyond thirty (30) days of the Effective Date of this SOW. Healthcare Entities who contact Vendor to request a refund for prepaid integrated services extending beyond thirty (30) days of the Effective Date of this SOW shall receive a refund for the specified time period. To illustrate, if the Effective Date of this SOW is May 1, 2022, and a Healthcare Entity paid annual fees for 2022 to Vendor in January of 2022, Vendor must refund the Healthcare Entity in the amount of seven-twelfths the annual fee to return the prepaid fees attributed to June 2022 through December 2022.
- 3.8** For the duration of this SOW, Vendor will provide technical support to Healthcare Entities utilizing the PMP integration service twenty-four hours a day and seven days a week. Exhibit C to the Master Agreement establishes services levels and response times which shall also apply to Healthcare Entities contacting the Vendor for technical support pursuant to this SOW. Vendor agrees to provide the State with a monthly report on the volume of technical support calls received from Healthcare Entities or Providers pertaining to Gateway.

- 3.9** Vendor will provide regular reports to the State relating to usage of the Gateway by End Users and Healthcare Entities in Iowa. Vendor also agrees to provide benchmark and baseline comparisons if requested by Iowa. For benchmark comparisons, Vendor is allowed to combine multiple states to maintain privacy of comparison states.

4. Term

This SOW becomes effective upon the date of the latest signature appearing below ("Effective Date"). This SOW shall have an initial term of one (1) year commencing on the Effective Date. The State shall have the option, in its sole discretion, to renew this SOW for an additional period of up to one (1) year upon the same terms and conditions by providing Vendor with written notice at least ten (10) days prior to expiration date of the initial one (1) year term.

5. Compensation

Vendor will be entitled to receive an annual fee in the amount of \$215,000.00 (U.S. dollars) for statewide integration services under this SOW. In addition to the annual fee, Vendor will be entitled to receive one-time payment of additional compensation if Vendor meets one of the following applicable performance incentives:

- \$25,000.00 (U.S. dollars) if 8,000-8,999 Providers are receiving integrated services by July 31, 2022
- \$45,000.00 (U.S. dollars) if 9,000-9,999 Providers are receiving integrated services by July 31, 2022
- \$55,000.00 (U.S. dollars) if 10,000-10,999 Providers are receiving integrated services by July 31, 2022
- \$65,000.00 (U.S. dollars) if 11,000 or more Providers are receiving integrated services by July 31, 2022

Prior to receiving payment of the annual fee of \$215,000.00 for the first year, Vendor must submit an invoice to the State for approval in accordance with Sections 9.2 and 9.3 of the Master Agreement. If the State elects to renew this SOW for an additional term, Vendor must submit an invoice to the State for its approval in accordance with Sections 9.2 and 9.3 of the Master Agreement at a prorated amount of \$589.04 (U.S. dollars) per day for the number of days that are included in the additional term, up to a maximum of 365 days if this SOW is renewed for an additional one (1) year. Prior to receiving payment of a performance incentive, if met, Vendor must submit an invoice to the State for its approval in accordance with Sections 9.2 and 9.3 of the Master Agreement.

If either this SOW or the Master Agreement is terminated pursuant to the procedures set forth in Section 8 of the Master Agreement, Vendor agrees to refund the State a prorated amount of \$589.04 (U.S. dollars) per day for the number of days between the termination date and the original end date of the term of services. To illustrate, if the Effective Date of this SOW is May 1, 2022 and this SOW is terminated effective August 31, 2022, Vendor must refund the State for 242 days (the number of days between September 1, 2022 and April 30, 2023) for a total refund amount of \$142,547.68 (U.S. dollars).

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their respective duly authorized representatives as of the date set forth above.

Appriss Inc.

By: Robert Cohen

Name: Rob Cohen

Title: President, Appriss Health

Dated: 05 / 19 / 2022


Iowa Board of Pharmacy

By: 

Name: Andrew Link

Title: Pharmacy Board Director - IA

Dated: 6/2/22

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SENT

05 / 19 / 2022
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Sent for signature to Authorized Signer
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VIEWED

05 / 19 / 2022
17:02:35 UTC-4

Viewed by Authorized Signer (rcohen@bamboohealth.com)
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SIGNED

05 / 19 / 2022
17:02:58 UTC-4

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COMPLETED

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The document has been completed.