



January 5, 2023

Proposal No. 202304

Bryan Vowels  
Joplin Regional Alliance for Healthcare and Health Science  
c/o Vowels Stovern Wealth, LLC  
1821 E 4th Street  
Joplin, MO 64801

Dear Bryan:

TEconomy Partners, LLC (TEconomy) is pleased to submit the enclosed proposal to assist in the development of a strategic roadmap to advance economic development in Joplin focused on healthcare, health sciences, and associated educational assets.

TEconomy proposes to conduct the services outlined in Proposal 202304 for a fixed price of \$166,160 inclusive of all TEconomy expenses. We anticipate being able to complete this project within six (6) months of commencement. We propose to commence work on April 1, 2023 or thereafter.

TEconomy proposes to perform this project in accordance with the provisions of the enclosed *Technical Services Agreement*. To authorize this effort, please have an authorized representative sign and return the enclosed agreement to Deborah Cummings either electronically at [cummingsd@teconomypartners.com](mailto:cummingsd@teconomypartners.com) or via hard copy to the address below.

Please direct questions of a business or contractual nature to Deborah Cummings at (614) 395-3725 or at [cummingsd@teconomypartners.com](mailto:cummingsd@teconomypartners.com). Technical questions should be directed to myself at (412) 523-6895 or at [triggs@teconomypartners.com](mailto:triggs@teconomypartners.com).

We look forward to the opportunity to work with you and the steering committee on this exciting and important effort.

Sincerely,

A handwritten signature in blue ink, appearing to read "Simon Tripp", with a large, stylized flourish at the end.

Simon Tripp  
Principal and Senior Director

Enclosures

Innovating Tomorrow's Economic Landscape

**Proposal No. 202304**

**Developing a Strategic  
Roadmap for Economic  
Development in Joplin  
Focused on Healthcare,  
Health Sciences, and  
Associated Educational  
Assets**

**To:**

**Joplin Regional Alliance for  
Healthcare and Health  
Science**

**January 5, 2023**



## Introduction

Every city, region, and state in the nation must pay attention to economic development. Domestic and global economies are highly competitive, and cities and regions must be strategic in ensuring they organize to best leverage their assets and address their challenges to sustain and advance their competitive position. Every city's economy is unique, comprising a complex ecosystem of established and emerging businesses, R&D performers, non-profit institutions, educational providers, governmental organizations, and varied community infrastructure. The level of innovation activity, access to capital, availability of sites for business development, access to skilled workers, population growth trends, connectivity to transportation assets, overall quality of life, and many other factors vary substantially from place to place and impact competitiveness. Developing a clear understanding of regional assets, and formulating a plan to leverage those assets, and offset any evident gaps, is a critical starting point for helping to ensure cities have resiliency and opportunities to thrive.

Joplin, located in southwest Missouri, has multiple assets to deploy to advance its economic future. Located at the intersection of I-44 and I-49, it is an important logistics and distribution location, and, for its size, the city has a relatively diverse industry base, with several advanced manufacturing operations and associated R&D operations. **Among Joplin's distinctive assets are two sizeable institutional clusters in healthcare and in higher education.** On the healthcare side of the equation, Joplin is home to two major hospitals – Freeman Hospital West (part of the Freeman Health System) and Mercy Hospital Joplin (part of Mercy Health System). The city is also home to Landmark Hospital of Joplin, a small specialty critical care hospital. At the intersection of healthcare and higher education, Joplin has become a location for medical education with Kansas City University-Joplin opening a medical school, part of the KCU College of Osteopathic Medicine, and a new KCU College of Dental Medicine. The relationship between KCU and Joplin's major hospitals is robust with the development of the Joplin campus (named the Farber-McIntire campus) supported by multiple community partners, including Mercy Hospital, Freeman Health System, the City of Joplin, and community philanthropic donations.

Joplin's status as a hub for higher education is also anchored by Missouri Southern State University (MSSU), a public university founded in the community in 1937. Providing, predominantly, undergraduate degrees across diverse STEM disciplines, the humanities, business studies, social sciences, and the arts, MSSU brings over 4,300 students to Joplin. MSSU is part of the intersection between "eds and meds" in Joplin with its College of Health, Life Sciences & Education providing education and training in nursing, allied health disciplines, kinesiology, and in biological sciences. Joplin is also the home to community college programs operated by Crowder College (at the Advanced Training and Technology Center), where programs are applied to pragmatic manufacturing, computing skills, and other workforce-facing needs.

Healthcare is among the largest and fastest growing sectors of the U.S. economy<sup>1</sup>, and for Joplin, the proximity of the city to multiple states means that the healthcare sector is a partly "traded" sector – meaning it brings in business from outside of the community, expanding the local economy with "imported" dollars. Higher education, likewise, is a traded sector, serving many students who come to

---

<sup>1</sup> <https://www.bls.gov/opub/ted/2020/5-out-of-20-fastest-growing-industries-from-2019-to-2029-are-in-healthcare-and-social-assistance.htm>

Joplin from outside of the immediate community. As a destination for institutions of higher learning (“eds”) and medical facilities (“meds”), the intersection of eds and meds is intriguing as a potential driver for further economic growth in Joplin and the surrounding region. Recognizing the opportunity, representatives of multiple major stakeholder organizations have come together to form the Joplin Regional Alliance for Healthcare and Health Science. This leadership group is seeking to have a strategic plan developed that will guide the long term growth of Joplin’s healthcare and health science cluster and maximize economic development opportunities at the intersection of eds and meds. The Alliance approached TEconomy Partners, LLC (TEconomy) to discuss potential professional services in developing a strategic roadmap.

The Alliance requires a project that will take stock of the Joplin region’s position and performance in healthcare and higher education and examine corresponding growth opportunities. This will inform the development of a 10+ year growth strategy for healthcare, health sciences, and associated higher education as regional economic engines. The strategic plan will be important in guiding the coordination of resources across the healthcare, higher education, and overarching economic development ecosystem in Joplin to help ensure that the city and surrounding region leverages and reinforces its strengths, addresses ecosystem gaps or weaknesses, offsets threats, and best advances its opportunities. The proposed process, outlined herein, is designed to achieve these goals, and answer several key questions:

- How is Joplin’s healthcare sector and related ecosystem performing—what are the strengths upon which to build and what are the weaknesses and/or gaps that need to be addressed?
- What are the opportunities for leveraging the significant intersection between higher education institutional assets and competencies and the growth needs and opportunities in the healthcare cluster?
- Considering healthcare system and higher education institution strengths and specializations, what specific areas of healthcare (both broad and niche) and health science education stand out for Joplin as signature areas upon which to build?

### **Changing Healthcare and Health Science Futures**

There is no doubt that healthcare and life science innovations are rapidly advancing and pushing forward the frontiers of human health. Advancements in genetics and genomics, for example, combined with rapid development of advanced analytics, including AI, are enabling disruptive new health science opportunities to develop in areas such as personalized medicine, regenerative medicine, connected IoT-enabled health monitoring, public health informatics, and multiple other opportunity spaces. COVID-19 has been a force for accelerating certain changes such as growth in telemedicine, remote management of clinical trials, and an increasing emphasis on public health. At the same time, concerns over public access to care, the rising cost of care and other market and public policy factors may result in changes to overall operating conditions in key health markets. These, and other forces of change, have the potential to reshape health science futures – potentially changing the dynamics of major industry sectors in healthcare products, the delivery of healthcare services, and health insurance markets. The accelerating pace of scientific and technological advancements, in combination with evolving market forces, make it imperative for Joplin and its stakeholders, to have a long-term strategic roadmap developed that will enable the city and region to anticipate and adapt to changes and leverage them for economic advantage.

- How do the Joplin healthcare and health science ecosystem strengths and competencies align with anticipated healthcare trends and emerging market developments?
- What disruptive technologies and emerging trends will likely impact (positively or negatively) Joplin’s healthcare and associated higher education cluster, and how can Joplin adapt to, or leverage, these forces of change to its advantage?
- With healthcare being both high tech and high touch, what are the workforce needs of the cluster moving forward and how can Joplin’s higher education community best be structured to meet local needs and leverage opportunities further afield?
- What are the strategic priorities and corresponding strategies and actions needed to advance Joplin’s healthcare and health science economy over the next decade and beyond?

The following scope of work leverages proven quantitative and qualitative research approaches deployed by TEconomy in health, life science, and higher education cluster-based economic development planning projects across the nation. It is designed to specifically answer the above research questions and will result in the development of an actionable long-term strategic plan to guide the actions of the Alliance and its key stakeholders.

## Scope of Work

TEconomy proposes to conduct a detailed assessment of Joplin’s established and emerging opportunities in healthcare, health sciences, and associated higher education, to develop an actionable long-term strategic plan.

A detailed description of proposed tasks, along with the deliverables and time frame, is provided below.

### Task 1: Project Initial Meetings

Senior TEconomy personnel assigned to the project will meet with Alliance leadership to initiate the project, discuss the program of work, and gather relevant recent reports, studies, key contacts, and other information useful to the project.

During this visit to Joplin, the Alliance will schedule a tour of Joplin together with familiarity-building site visits to Freeman, Mercy, MSSU, KCU, and other key asset locations.

Following the initial discussion, TEconomy will incorporate any agreed-upon amendments to the project scope and will produce a brief memo summarizing lessons learned from the familiarity tours.

**Timeframe:** Project week 1 or 2 for initial meeting with the Alliance and familiarity site visits.

**Deliverable:** Finalized scope of work and summary of key findings from familiarity tours.

#### Role of a Project Advisory Committee

- Guide the focus of the project to ensure we reach its objectives
- Provide input and reactions into quantitative industry, ecosystem analyses
- Help identify key industry, academic leaders, other stakeholders to interview and attend focus groups
- Offer input/guidance on strategic priorities and specific strategies, actions for Strategic Plan
- Become key champions for the project and Strategic Plan.

## Task 2: Quantitative Assessment of Joplin’s Competitive Position and Core Competencies in Healthcare, Health Sciences, and Associated Higher Education

TEconomy will analyze available data sources to profile of key ecosystem assets in Joplin. It is anticipated that the review will rely upon existing public and private data resources accessible by TEconomy, supplemented by institutional data to be provided by the key participating institutions<sup>2</sup>. Where available, information will be requested in a time series to evaluate trends. Data/information will be sought in the areas detailed on Table 1. This listing is preliminary and subject to change based on discussions with the Alliance during Task 1.

**Table 1: Areas of Information and Data to Pursue in Performance of the Project**

Healthcare	Higher Education	Other Assets
<ul style="list-style-type: none"> <li>• Patient demand/admission trends (inpatient, ambulatory, primary care)</li> <li>• Zip codes of patient population</li> <li>• Overall case mix</li> <li>• Current payer mix</li> <li>• System employed physicians by specialty</li> <li>• Physicians with admitting privileges by specialty</li> <li>• Physician owned facilities (ambulatory surgery centers, diagnostic centers, etc.)</li> <li>• Physician recruitment trends</li> <li>• Nursing recruitment trends</li> <li>• Allied health recruitment trends</li> <li>• Current workforce by key occupation category</li> <li>• Critical workforce gaps</li> <li>• Community health assessment data</li> <li>• Community-based care models</li> <li>• Relevant public health strategies and investments</li> <li>• Major capital projects, recent and planned</li> <li>• Emerging medical technology investments, recent and planned</li> <li>• New or emerging clinical service areas (e.g., genomic medicine, gene therapy, etc.)</li> <li>• Clinical trials activities and trends*</li> <li>• Intellectual property generation</li> <li>• Value based models/Accountable Care Organizations</li> <li>• IT strategy</li> <li>• Engagement in academic/teaching programs</li> <li>• List of major Joplin region vendors to the hospital systems</li> <li>• Rating of hospitals/health providers by established third-party rating systems.</li> </ul>	<ul style="list-style-type: none"> <li>• Admissions and completions trends, overall and by department</li> <li>• Enrollment by majors and associated trends (expanding/contracting)</li> <li>• Graduate program enrollments and trends</li> <li>• New degree programs in development</li> <li>• Major capital projects, recent and planned</li> <li>• Regional job placement of graduates, including placements in healthcare related positions</li> <li>• Publications by faculty in life sciences, healthcare, and associated fields*</li> <li>• Intellectual property generation*</li> <li>• Number of faculty by field/discipline</li> <li>• Adjunct faculty from the healthcare and health sciences sectors</li> <li>• Enrollment trends in cross-cutting fields that serve both healthcare employers and other employer categories (e.g., business studies, statistics and data sciences, computational sciences, etc.).</li> </ul>	<ul style="list-style-type: none"> <li>• Regional demographics and population trends*</li> <li>• Current city/regional economic development strategies</li> <li>• State economic development programs and incentives*</li> <li>• State workforce development programs*</li> <li>• Industry/employment trends and specializations across the regional economy*</li> <li>• Recent significant inward investment projects</li> <li>• Entrepreneurial ecosystem and supporting programs.</li> </ul>

<sup>2</sup> TEconomy understands that certain data may be deemed confidential and business sensitive by participating organizations. As such, due care will be taken to assure confidentiality.

Some of the above categories will constitute data requests, while others may be addressed through interview-based discussion with the respective institutions. Areas marked with an \* can be assessed through TEconomy's existing subscriptions to proprietary data sources or via publicly available data.

Combined with a series of interviews with key stakeholder organizations (Task 3), the data and information resources profiled will assist in developing a robust situational assessment for the regional healthcare, health sciences, higher education, and associated economic development ecosystem.

**Timeframe:** Months 1 through 3

**Deliverable:** See Task 3

### Task 3: Qualitative Assessment - Outreach to Key Stakeholders in Healthcare, Health Sciences, Higher Education, Economic Development, and Associated Sectors

TEconomy will undertake focused discussions with hospital and health system leadership and higher education leadership to further understand the current situation, emerging trends, needs, gaps, and opportunities pertaining to healthcare and health science growth. Depending on findings from Task 2, interviews may be focused on specific areas of opportunity or challenges, requiring conversations with personnel specifically engaged in these areas. TEconomy will conduct interviews as necessary to gain an in-depth understanding of institutional core competencies, capabilities, and capacities.

TEconomy will develop a structured interview guide that is anticipated to focus on the following key areas:

- Clinical specializations and comparative strengths
- Quality and patient outcomes by area
- Community health assessment data and insights
- Services experiencing increasing or decreasing demand, or anticipated to do so
- Current payer mix
- Health system financing
- Access to talent for clinical and administrative positions – including discussion of workforce and talent dynamics, including examining occupational needs and the availability of education and training programs to address these needs
- Continuing education demand and supply
- Current and planned health technology investments - including health connectivity and data exchange
- Engagement in healthcare and health sciences research
- Engagement and communications between higher education and healthcare sectors
- Competitive positioning of Joplin hospitals and providers
- Current strategies for growth and development
- Components of the broader economic development ecosystem and their ability to address needs and opportunities in the healthcare and health sciences sectors, and

- Input on potential opportunity areas for advancement, and specific action priorities for the strategy to address.

Interviews will be conducted primarily by phone or video conference. In total, it is anticipated that 30-40 people will be participants in discussions with TEconomy over the course of Task 3.

The project team will conduct a systematic review of the intelligence gathered in Tasks 2 and 3. Based on these collective inputs, a situational assessment will be conducted to identify key strengths to leverage, opportunities to pursue, and weaknesses that must be addressed across the healthcare, health science, and associated education and workforce development ecosystem through strategic interventions.

**Timeframe:** Months 2 and 3

**Deliverable:** Briefing presentation to the Alliance on situational assessment findings and associated strategic implications.

#### Task 4: Consideration of Long-Term Trends, Disruptive Technologies, and Other Emerging Factors Likely to Impact Healthcare and Health Sciences Development

Because the Alliance is seeking development of a strategy and action plan focused on a 10+ year time horizon, there is a distinct need to inform strategy development with consideration of emerging trends, clinical frontiers, disruptive healthcare technologies, and market changes (including potential changes in the U.S. healthcare system) that may impact development trajectories.

TEconomy has previously worked with multiple clients in examining the forces of disruptive change and disruptive technologies. Information from previous work will be informative but will need to be supplemented with consideration of forces of change likely to impact areas of comparative strength or opportunities identified for Joplin under Task 3.

**Time Frame:** Months 3 and 4

**Deliverable:** Qualitative assessment and discussion of forces of change likely to impact Joplin's healthcare and health sciences economy over the long-term.

#### Task 5: Identification of Strategic Recommendations and Actions to Grow Joplin's Healthcare and Health Science Economy and Associated Sectors

Tasks 2-4 will provide a set of qualitative and quantitative inputs that will provide the basis for developing a set of strategic recommendations and action steps designed to position Joplin to further grow its healthcare, health sciences, and associated higher education economic base. The plan will build on the current and emerging strengths identified and address the gaps and barriers that will need to be overcome to enhance Joplin's healthcare and health sciences and associated economic development. TEconomy will also focus on identifying ways in which health systems, providers, academe, government, and other key stakeholders can collaborate to advance healthcare sector development in Joplin.

Designed to be an actionable strategic roadmap for the Alliance, the plan will:

1. Develop a series of strategies, based on the opportunities and gaps identified, that can be further pursued to develop healthcare, health science, and associated higher education growth.



2. For each strategy identified, propose specific actions that can be taken to effect positive change. For every action proposed, the plan will include:
- a. The rationale behind how the specific action will address an opportunity or a unique problem/need identified.
  - b. Activities that will need to be undertaken to solve the unique problem/need, or advance identified opportunities, and thereby affect positive change.
  - c. The role and responsibilities of the various entities involved will be identified.
  - d. An estimate of the general scale of resources that will be required to accomplish the action.
  - e. A recommended time frame for each action detailing when certain activities should be undertaken within the context of the overall plan.
  - f. Success measures will be proposed, outlining the metrics to use to understand whether the action is being achieved. For some actions, this might include key progress milestones.

Note: Typically, a long-term strategic roadmap project will coalesce around a compact number of major strategies (for example “enhance quality to increase patient attraction and retention,” “align workforce supply to projected demand by occupation,” “invest in shared public health informatics platforms,” etc.). Numerous specific actions are then recommended and detailed under each strategy, providing a readily implemented roadmap focused on achieving stated goals.

TEconomy will prepare a report of project findings and recommended strategies and actions, together with a concise executive summary that can be used as a handout with key stakeholders as a stand-alone document. The report will outline a series of specific strategy and action recommendations that will give the Alliance a strategic roadmap for advancing further development of healthcare, health science, higher education, and associated emerging economic development opportunity areas. TEconomy will also produce a PowerPoint presentation summarizing the report’s findings and recommendations and be available to present to the Alliance.

**Timeframe:** Months 5 and 6

**Deliverable:** Final strategic report and presentation.

## Project Price and Timing

TEconomy proposes to conduct the services outlined, herein, for a fixed price of \$166,160 inclusive of all labor, data, and travel-related costs. TEconomy anticipates being able to complete this project within six (6) months of commencement. We propose to commence work on April 1, 2023 or thereafter.

## Overview of TEConomy Partners, LLC

### About TEConomy Partners, LLC

TEConomy is well-positioned to assist the Alliance in this strategic planning effort. As one of the nation's leading science- and technology-based economic development consulting organizations, TEConomy is recognized as a national leader in advancing strategies across basic and translational research enhancement, technology development, new venture development, talent development, business development, and for measuring the economic impacts of health system and health science clusters and investments. Multiple state and regional life science strategic assessments, impact analyses, and roadmaps have been completed by the principals of TEConomy for a diverse set of states and regions, including, but not limited to, Arizona, Colorado, Georgia, Indiana, Iowa, Maryland, Massachusetts, Minnesota, North Carolina, Tennessee, Utah, Virginia, and Washington. TEConomy's work is frequently engaged at a sub-state level, assisting regions and communities in advancing their economic development. Recent client locations have included: Pittsburgh (PA), St. Louis (MO), Winston-Salem (NC), Dublin (OH), San Antonio (TX), Indianapolis (IN), Houston (TX), Oklahoma City (OK), and Providence (RI).

TEConomy continues the national thought-leadership on life sciences development established while a practice within the Battelle Memorial Institute, shaping an understanding of best practices and emerging issues. Since transitioning out from Battelle in 2015, TEConomy continues to work closely on major national and international reports tracking healthcare and life science industry development with BIO, PhRMA, the Coalition of State Bioscience Institutes, Research!America, and the American Society for Human Genetics. Dating back to 2004, there has been a strong partnership with the national Biotechnology Innovation Organization (BIO) to assess the "state of the states" in life sciences in each of the 50 states on a biennial basis, with the most recent report just released in late 2022. TEConomy is also a specialized provider of services to multiple healthcare and biomedical institutions, including work for the Mayo Clinic, Texas Biomedical Research Institute, Associated Medical Schools of New York, the University of Arkansas for Medical Sciences, Wake Forest Baptist Health, University of Pittsburgh Medical Center, and many others.

Beyond economic and technological analytics for life science and healthcare industry clusters, the principals of TEConomy are also actively engaged with projects focused on: the advancement of health science policies and programs across the nation as well as internationally; STEM education initiatives of U.S. biopharmaceutical companies and states, and in monitoring the footprint and economic impact of clinical trials activities and identifying strategic competitive issues facing the U.S. in biopharmaceutical development and medical innovation.

Examples of several recent TEConomy project examples relevant to the health and life sciences are shown in Figure 1.

**Figure 1: Examples of Some Recent Life Sciences/Biomedical Studies Performed by TEconomy**



## Project Team Members

Primary personnel to be assigned to this project include:

**Simon Tripp**, Principal and Senior Director at TEconomy, is responsible for project team leadership in technology-based economic development, regional economic strategies, and impact assessment. Mr. Tripp has led major technology-based economic development projects in states and regions throughout the U.S. and internationally. Prior to joining Battelle and then TEconomy, Mr. Tripp served as Senior Partner of Impact Economics, LP a consultancy providing specialized economic impact and strategic planning services for government, higher education institutions and bioscience organizations. Simon founded Impact Economics in 2000, following on from his position as co-founder, President and CEO of the Pittsburgh-based research and planning company Tripp Umbach & Associates, Inc. (which he co-led

from 1991 through 2000). A native of the United Kingdom, Mr. Tripp has also held positions as Director of U.S. Operations for the British Government's West Midlands Development Agency and as Vice President of North American Business Development for the Welsh Development Agency. He received his M.A. in Geography (Regional Economics) at West Virginia University where he worked at the Regional Research Institute, and his B.A. from the University of Portsmouth in the United Kingdom.

**William Higbie** is a Senior Advisor to TEconomy, specializing in healthcare and life sciences fields. Mr. Higbie is a healthcare consulting leader with over 20 years' experience in strategic planning, operations improvement, and systems implementation consulting to major provider organizations in the U.S. and internationally. Key areas of expertise include: health systems strategy; program and change management; clinical services redesign/transformation; IT strategy and implementation; clinical and operational analytics, and care model design. From 2011-2016 Mr. Higbie was Managing Director and New York City Provider Practice Lead for Accenture. Prior to his New York leadership position, Mr. Higbie was Accenture's Asia Pacific Healthcare Practice Lead. He holds a Bachelor of Arts, Honors in Economics from Colgate University.

**Martin Grueber**, Principal and Research Director at TEconomy. He previously was a Research Leader at Battelle's Technology Partnership Practice as well as co-author of the annual Battelle/R&D Magazine Global R&D Forecast. He has 30 years' experience in science and technology-based economic development, and leads TEconomy's data, analytics, and economic impact modeling programs (including TEconomy's recent work with Cortex Innovation Community and 16-Tech). Prior to joining TEconomy and Battelle, Mr. Grueber served as Deputy Director of the Rhode Island Economic Policy Council where he managed the Slater Technology Development Fund. He also worked as a Manager with the Michigan Manufacturing Technology Center, one of the largest NIST/MEP programs, and was a project manager and principal analyst for industry and regional contract research activities of the Industrial Technology Institute. Mr. Grueber has an M.A. in Geography from Michigan State University and a B.S. in Social Science from Michigan State University.

**Jonathan Dworin** is a Project Manager at TEconomy and will serve in this capacity on this effort. Mr. Dworin has dedicated his career to improving economic development outcomes. With a focus on strategic planning, industry cluster development, stakeholder engagement, placemaking, and innovation and entrepreneurship programming, he brings a variety of perspectives to his work with TEconomy. Prior to joining the firm, Mr. Dworin worked with SSTI, where he conducted research on best practices in innovation-driven economic development and supported efforts at universities, federal labs, and public-private partnerships. Previously, Mr. Dworin worked in academia in partnership with McKinsey & Co. on various elements of the Minneapolis-St. Paul economic development strategic plan. He earned a Master's in Public Policy from the University of Minnesota and a Bachelor's in Social Relations and Policy from the Michigan State University.

**Dylan Yetter** is a Senior Research Analyst at TEconomy, specializing in research, data collection, and quantitative and qualitative analysis. Mr. Yetter performs labor market data analysis, conducts surveys, phone interviews, market research, and assists in developing SWOT (strengths, weaknesses, opportunities, and threats) analysis for a wide variety of TEconomy clients. Mr. Yetter received his M.A. in Sociology and Demography from Penn State University and a B.A. in Political Science and Sociology from the State University of New York at Fredonia.

# Technical Services Agreement

## Agreement Number 202304

TEconomy Partners, LLC (TEconomy) agrees to provide Joplin Regional Alliance for Healthcare and Health Science (CLIENT) technical/research services substantially in accordance with TEconomy's Proposal No. 202304 (the Project), incorporated herein by reference, under the following terms and conditions.

### 1. ACCEPTANCE AND COMMENCEMENT

TEconomy's Proposal may be accepted within ninety (90) days from the date of TEconomy's signature below. TEconomy will begin work on April 1, 2023 or upon receipt of this Agreement executed by CLIENT, whichever is later. The Project period is estimated as six (6) months from commencement.

### 2. PAYMENT

CLIENT agrees to pay TEconomy the fixed price of One Hundred Sixty-Six Thousand One Hundred Sixty Dollars and No Cents (\$166,160.00), without set-off, payable within thirty (30) days of the date of invoices issued as follows:

- Fifty-Five Thousand Dollars and No Cents (\$55,000.00) invoiced upon project inception.
- Fifty-Five Thousand Dollars and No Cents (\$55,000.00) invoiced end of Project Month 3.
- Fifty-Six Thousand One Hundred Sixty Dollars and No Cents (\$56,160.00) invoiced upon project completion.

Invoices not paid within thirty (30) days of the date of invoice shall accrue interest at the rate of two (2) percent per month (or the highest rate permissible under applicable law). It is the understanding of both parties that if payment is not received within thirty (30) days of receipt of invoice, TEconomy has the right to suspend services until payment is received.

### 3. NATURE OF SERVICES

Independent Contractor. CLIENT agrees that TEconomy is an independent contractor and specifically acknowledges that TEconomy is a service provider, not a manufacturer, distributor or supplier. Each party acknowledges that it is acting as an independent contractor as to the other party pursuant to this Agreement. This Agreement shall not be deemed or interpreted to make a party a partner, agent, joint venturer, employee, or legal representative of another party to this Agreement under any circumstances. As independent contractors, each party shall maintain insurance coverage's, including workers' compensation and general liability coverage's, as may be required or appropriate to insure against liability or comply with applicable laws. Each party shall also be responsible for paying for all

required taxes, wages, benefits, and fees in connection with the performance of services pursuant to this Agreement.

Performance of Services. TEconomy represents that its execution and performance of services pursuant to this Agreement: (a) will not infringe upon the intellectual property rights of any third party; (b) will not conflict with or violate any commitment, agreement, or understanding that TEconomy has or will have with any other person or entity to the extent any such conflict or violation would materially adversely impact TEconomy's ability to perform pursuant to this Agreement; and (c) will comply with all laws, regulations, and other requirements applicable to this Agreement.

Interest of Contractor. TEconomy certifies and agrees that it presently has no interest and shall not knowingly acquire any interest which would be reasonably likely to affect its judgment or adversely impact the conduct in performing its services hereunder. TEconomy further certifies and agrees that in the performance of this contract, it shall not knowingly employ any person having such interest.

Intellectual Property. Except as provided below, all rights in copyrightable works delivered to CLIENT by TEconomy on the Project shall belong to CLIENT. With respect to copyrightable works, including tables, protocols, data and other works of expression developed by TEconomy independently of this Agreement but incorporated in materials delivered to CLIENT, TEconomy shall remain the owner of these works. TEconomy hereby grants to CLIENT a non-exclusive, perpetual license to use, reproduce, modify and distribute such independent works, but only as integrated with materials delivered to CLIENT by TEconomy and not as a standalone product.

#### **4. CONFIDENTIALITY**

TEconomy agrees not to disclose the specific results of the Project as embodied in reports and correspondence transmitted to CLIENT, and not available to the public generally, without CLIENT's written consent, except as required by law.

TEconomy acknowledges that it shall have access to confidential or proprietary information ("Confidential Information") in connection with the performance of Consulting Services pursuant to this Agreement. Confidential Information includes, but is not limited to: (a) information or materials related to CLIENT operations, objectives and plans which is marked, otherwise identified or should reasonably be expected to be maintained as Confidential Information; (b) information that is legally entitled to protection as trade secret, privileged or proprietary information; (c) information that CLIENT is required to keep confidential pursuant to applicable laws, regulations or requirements; (d) information disclosed to CLIENT by third parties on a confidential basis, provided TEconomy is advised of that fact in writing; and (e) information which TEconomy independently develops without the use or aid of the Confidential Information. TEconomy agrees to use such Confidential Information only as is reasonably necessary to

perform services pursuant to this Agreement and not for its own benefit or the benefit of third parties. TEConomy shall not disclose such Information to third parties without CLIENT prior written consent. TEConomy shall promptly return all Confidential Information and any copies, excerpts or documents containing Confidential Information to CLIENT upon request or the termination of this Agreement. This section shall survive the termination of this Agreement. TEConomy may disclose Confidential Information to the extent required by applicable federal, state or local law, regulation, court order, or other legal process, provided that (i) it has given CLIENT prior written notice of such required disclosure and (ii), to the extent reasonably possible, has given CLIENT an opportunity to contest such required disclosure at CLIENT'S expense.

The term "Confidential Information" does not include information that is: generally available to the public other than as a result of a breach of this Agreement; or available from a third party on a non-confidential basis, unless that party is known to be subject to a confidentiality agreement preventing the disclosure of such information; or disclosed to third parties with CLIENT'S prior written consent. TEConomy shall not request or require that CLIENT disclose any Protected Health Information (as defined in 45 CFR 164.501) in connection with TEConomy's performance under this Agreement. If TEConomy inadvertently receives any such Protected Health Information, TEConomy shall report that disclosure and shall not further use nor disclose such Protected Health Information.

CLIENT acknowledges that nothing contained in this Agreement shall be construed as granting CLIENT any ownership or interest in, or license to, any intellectual property, trade secrets and other proprietary rights relating to or associated with the methodologies, procedures, processes, analytics, templates and techniques utilized by TEConomy in the performance of its services and operation of its business and all such items and any enhancements or improvements thereto shall remain the exclusive property of TEConomy.

## **5. STANDARD OF SERVICE**

TEConomy warrants that it will provide its services hereunder on a commercially reasonable basis consistent with the accepted standards in the industry and the details and specifications expressly set forth in its Proposal No. 202304 (the "Warranty"). OTHER THAN THE WARRANTY, TECONOMY MAKES NO WARRANTY WITH RESPECT TO THE DELIVERABLES, AND CLIENT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **6. LIMITATION OF LIABILITY**

CLIENT acknowledges and agrees that TEconomy cannot guarantee, and is not guaranteeing, any level of economic growth, revenue, receipts, business retention, development or other success. Thus, TEconomy cannot be held liable for any use, or results of any use, by the CLIENT of the information or reports generated by the services outlined herein. TEconomy is supplying analysis, economic information, and other work products that may in-full or in-part rely on data and information provided by third parties outside of TEconomy's control (such as, but not limited to, government or other publicly available statistics, CLIENT provided data, data from market research vendors or other data providers, information or opinions gathered in interviews, data contained in impact modeling systems such as IMPLAN, etc.). By signing this Agreement, CLIENT hereby covenants and agrees to indemnify and hold TEconomy harmless against and from any and all losses, damages, expenses, obligations, claims and costs, arising out of the use of the research, data, findings, information or reports provided by TEconomy under this Agreement. In the event that it is determined that the Warranty has been breached, the liability of TECONOMY and the remedies available to CLIENT will be limited to re-performing or revising the applicable portion of the deliverable or the return or credit of the portion of the fee applicable to the non-conforming aspect or portion of the project, as determined by TEconomy in its sole discretion. SUBJECT TO THE FOREGOING LIMITATIONS, TECONOMY'S LIABILITY FOR ANY OTHER CLAIM RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED BY IT TO CLIENT, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, TOR OR OTHERWISE, SHALL NOT EXCEED THE FEE PAYABLE HEREUNDER. IN ADDITION, TECONOMY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. NO ENDORSEMENT/LITIGATION**

TEconomy does not undertake Projects for the purposes of litigation or to assign fault or blame and does not provide expert witness services. Therefore, CLIENT agrees not to use any Project results in any dispute, litigation, or other legal action.

## **8. EARLY TERMINATION**

Either party shall have the right to terminate this Agreement upon thirty (30) days written notice for any good-faith basis. In the event of early termination, TEconomy agrees to provide CLIENT with all reports, materials, or other deliverable items available as of the date of the termination, provided that CLIENT is not in default of its obligations under this Agreement, including its obligation to pay all fees in full. In any event, CLIENT agrees to pay all charges incurred or committed by TEconomy, including costs of termination, within thirty (30) days of receipt of a final invoice.



## 9. CONTRACT PROVISIONS

- a) This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement may only be amended in writing and must be, signed by both parties. No terms and conditions other than the terms and conditions contained herein shall be binding upon TEconomy unless accepted by it in a writing signed by it. All terms and conditions contained in any other oral or written communication which are different from or in addition to the terms and conditions herein (including those contained in any CLIENT invoice or purchase order) are hereby rejected and this document is the complete and exclusive statement of the terms.
- b) Each party represents that it is a duly organized corporation, in good standing pursuant to applicable laws and regulations governing its existence. The individual who has executed this Agreement is duly empowered and authorized to enter into it as a binding obligation of that party.
- c) This Agreement shall be construed in accordance with the laws and enforced within the jurisdiction of the State of Ohio and the United States of America.
- d) This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party but shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- e) TEconomy may not assign or delegate this Agreement to a third party without CLIENT'S express written consent. Notwithstanding the foregoing, TEconomy shall be permitted to use subcontractors and other independent contractor consultants from time to time in performing hereunder to the extent set forth in Proposal No. 202304.
- f) Neither party shall be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, civil disorders, acts of any civil or military authority, judicial action, terrorist acts, natural disasters, shortage of raw materials and strikes and other labor problems or shortages.

**AUTHORIZATION:**

By signing below, CLIENT agrees to the terms and conditions specified herein and is retaining TEconomy to perform the services specified in the proposal.

Please retain one copy for your records while returning one to the address listed below:

Deborah Cummings  
**TEconomy Partners LLC**  
 1355 Oakview Drive  
 Columbus, OH 43235  
 Telephone: 1 (614) 395-3725  
[cummingsd@teconomypartners.com](mailto:cummingsd@teconomypartners.com)

<p><b>Joplin Regional Alliance for Healthcare and Health Science</b></p>	<p><b>TEconomy Partners, LLC</b></p>
<p>By: _____</p>	<p>By: <u>Deborah E. Cummings</u></p>
<p>Name: _____</p>	<p>Name: <u>Deborah E. Cummings</u></p>
<p>Title: _____</p>	<p>Title: <u>President</u></p>
<p>Date: _____</p>	<p>Date: <u>January 5, 2023</u></p>