

AGREEMENT

1. **TELEMEDICINE OR TELEMED.** Shall mean client/patient consultation via video conferencing, transmission of still images, e-health including patient portals, remote monitoring of vital signs, continuing medical education, among other applications between CONTRACTOR and COUNTY per California Telemedicine Development Act of 1996, Senate Bill 1665, California Business and Professions (B&P) Code sections 2242, 2242.1 and 2290.5.

2. **TELEMEDICINE OR TELEMED PROVIDER.** Shall mean Psychiatrists providing Telemed services operating as subcontractors to CONTRACTOR unless and or as agreed upon between COUNTY and CONTRACTOR as an addendum to this Agreement.

3. **ESSENTIAL QUALIFICATIONS.** A Telemed provider must:

3.01 Be certified by and in good standing with, the American Board of Psychiatry and Neurology, or be eligible to be certified within 12 months of the date of execution of this Agreement; or

3.02 Be a Nurse Practitioners or Physician Assistant (PA) under the supervision of CONTRACTOR via CONTRACTOR's board certified psychiatrists.

3.03 All Telemed provider(s) must establish and maintain active participation in the Medicare and Medicaid program as an approved provider.

4. **DESCRIPTION OF SERVICES.**

4.01 **CONTRACTOR Services.**

4.01.1 CONTRACTOR shall be responsible for diagnosis, treatment, or prescribing or ordering of drugs.

4.01.2 COUNTY and CONTRACTOR may mutually agree upon coverage for unexpected availability of other psychiatrist.

4.01.3 CONTRACTOR shall provide medical care and services to CLIENTS as authorized by section 2051 of the B&P Code.

4.01.4 CONTRACTOR shall provide all necessary psychiatric medication management care via Telemed equipment.

4.01.5 COUNTY shall train CONTRACTOR and provide a reasonable level of support for the COUNTY's Electronic Health Record (EHR). CONTRACTOR is responsible to be proficient in working with the EHR.

4.01.6 CONTRACTOR and COUNTY Director of Behavioral Health Services shall agree to the days and hours to be worked by CONTRACTOR which may be modified by mutual agreement in writing.

4.01.7 CONTRACTOR will provide follow-up services to CLIENTS which include subsequent telephone, fax, email and written communication as necessary.

4.01.7.1 Such contact will be documented within forty-eight (48) hours during the week and seventy-two (72) hours if received over a weekend or holiday.

4.01.7.2 Contact should be limited to medication prescribed by CONTRACTOR.

4.01.8 CONTRACTOR will enter all clinical documentation directly into EHR and electronic prescribing system at the time of service.

4.01.8.1 If CONTRACTOR is unable to access the EHR for any reason, CONTRACTOR will notify COUNTY of the situation and shall enter all CLIENT service documentation into the EHR within five (5) business days from the date of service.

4.01.8.2 CONTRACTOR services will be limited to Psychiatric Assessment and Evaluation and Medication support services.

4.01.8.3 CONTRACTOR will provide supervision and/or consultant services as needed and mutually agreed upon.

4.02 COUNTY's IT staff shall provide, at no cost to CONTRACTOR, technical assistance limited to training, navigation, and unlock user account within the EHR system.

4.03 COUNTY will complete all non-clinical data for any patient-related paperwork, including but not limited to, names, dates of service, diagnoses by most recent chart note, addresses, doctor's name and address, phone numbers, and any other non-clinical data that does not require a physician's clinical judgment. This data will be completed prior to submission to CONTRACTOR's Telemed provider. It is at the CONTRACTOR's discretion to sign any patient related form. These forms include, but are not limited to, Social Security disability forms, In-Home Health Care, conservatorship re-evaluations transportation passes, work releases, return to work forms, employment forms of any kind, and school related forms.

4.04 CONTRACTOR will not be involved in Worker's Comp claims of any kind for any reason.

4.05 CONTRACTOR shall provide prescription for CLIENT as allowed by California law which allows a covering physician to prescribe three (3) days' worth of the same medication prescribed by the patient's previous psychiatrist and still taken regularly by the patient.

5. **SCHEDULE.**

5.01 CONTRACTOR shall schedule CLIENT sessions as mutually agreed upon by COUNTY.

5.02 Should scheduled day fall on a holiday, COUNTY and CONTRACTOR will mutually agree on another day of the week for Telemed services to be provided.

5.03 CLIENT cancellation appointment may be replaced with other previously seen CLIENTS.

5.04 COUNTY and CONTRACTOR shall mutually agree upon duration for New Psychiatric Evaluation, and follow up evaluations duration.

6. **CONDITIONS TO COMPENSATION.**

6.01 CONTRACTOR will be compensated for the number of hours scheduled. Unless a scheduled session is canceled at least forty-eight (48) hours in advance.

6.02 CONTRACTOR will not be compensated if any of the following conditions occur:

6.02.1 CONTRACTOR isn't available or CONTRACTOR equipment fails resulting in CONTRACTOR being unable to perform services, then CONTRACTOR will not be compensated for that specific duration of time.

6.02.2 Inclement weather, as declared by the Governor of California for COUNTY;

6.02.3 Nationally verified internet outage (i.e., outside the control of COUNTY IT staff);

6.02.4 Illness of CONTRACTOR with sufficient time to find a replacement;

6.02.5 Legitimate office-wide COUNTY emergency affecting all COUNTY staff at the designated service facility;

6.02.6 COUNTY may delay or not pay compensation and/or recoup from CONTRACTOR if CONTRACTOR's records and/or the content of those records are deficient or incomplete under guidelines from Medi-Cal, Medicare, and any other public and/or private insurance or payee.

6.03 COUNTY will remain responsible for payment of all fees owed to CONTRACTOR, whether reimbursable to COUNTY by a third party or not, except as indicated above.

7. **HEALTH INFORMATION TECHNOLOGY.**

7.01 CONTRACTOR and COUNTY connection shall meet the privacy and security provision of the Health Information Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH Act), and all related state and federal regulations for the access, maintenance and storage of system data and files.

7.02 CONTRACTOR will report any HIPAA breach per Madera County Master Contract No. 20.

7.03 CONTRACTOR will only access COUNTY EHR software through a private and secure network connection.

7.03.1 CONTRACTOR and COUNTY shall each be responsible for Telemed equipment at their respective site and/or facilities.

7.03.2 CONTRACTOR shall provide and maintain requirements for secure HIPAA and HITECH Act Video Conferencing connection. The primary service

provider shall be Omnijoin, Nefsis, WebEx, GoToMeeting, and OmniView, or the equivalent.

7.03.3 COUNTY will ensure CONTRACTOR is granted access through COUNTY secure firewall, allowing CONTRACTOR access to type directly into COUNTY's EHR and electronic prescribing system.

7.03.4 CONTRACTOR and COUNTY are each responsible for network connection on their side of the firewall, and the resolution of all network connections issues will be by mutual agreement. The goal is to ensure continuity of care and to minimize disruption in service delivery.

8. **ACCOUNT RECEIVABLE PAYMENT AND CLAIMS PROCESSING:**

8.01 COUNTY is responsible for account receivable billing and collection for all appropriate services.

8.02 CONTRACTOR will not bill any third party payers nor seek compensation directly from CLIENTS.

8.03 CONTRACTOR shall provide to COUNTY the necessary documentation for COUNTY to receive payment from Medi-Cal, Medicare, and any other public and/or private insurance or payee.

9. **LICENSES.** CONTRACTOR shall furnish COUNTY, within thirty (30) days of execution of this Agreement, and/or the hiring of new staff with a copy of the Treatment Staff Roster, including license number, National Provider Identifier (NPI) and/or evidence of credentialing. CONTRACTOR shall also abide by the DHCS/MHP contract provisions regarding Specialty Mental Health Services.

10. **PAYMENTS TO CONTRACTOR.**

10.01 **Basis for Claims.** Claims for payment shall be based on complete and timely documentation in the CLIENT's chart, an appropriate and medically necessary diagnosis, accurate activity code(s), and all other required documentation. Claimed services shall be provided and documented upon timely assessment and a CLIENT plan for treatment that is completed and updated in accordance with applicable federal and state regulations and with applicable COUNTY Behavioral Health Services policies.

10.02 **Rate Changes.** It is understood by both parties that the approved rate may change during the term of this Agreement. If the approved rate is changed during the term of this Agreement, the new rate shall be used to determine the amount which COUNTY shall pay to CONTRACTOR for services provided under this Agreement. The provisions of this Section are self-executing upon change in the approved rate.