

Telehealth Implementation Guide

for

West Virginia School-Based and Community Sites



Prepared by the

School-Health Technical Assistance Center
Department of Family & Community Health
Marshall University School of Medicine

Revised June 2020 to reflect changes due to COVID-19

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Introduction

The Marshall University School-Health Technical Assistance Center (MUTAC) provides telehealth project support including connecting organizations to specialists, providing insight on equipment and software, support for developing telehealth policy and procedures, and program planning and implementation.

Implementing a telehealth program is an organizational change. It is about people and the ability to manage the change that is occurring. A sound foundation for planning must be established and a solid team assembled with necessary skills encompassing technological capabilities, clinical background, operations, and project management. We hope that this Implementation Guide will provide you with the tools and guidance necessary to establish a successful telehealth program within your organization.

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WV School Health Technical Assistance Center

wvshtac.org thinkoralhealth.org wvesmh.org

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Glossary of Telehealth Terms

A list of commonly used words or phrases to describe telehealth activities, equipment and requirements. Please note that there are no universal definitions and many terms are interchangeable.

WHAT IS THE DIFFERENCE BETWEEN TELEMEDICINE, TELEHEALTH/TELEBEHAVIORAL HEALTH & REMOTE MONITORING?

Telemedicine typically refers to the practice of medicine using technology to deliver care at a distance. A physician/clinician in one location uses a telecommunications infrastructure to deliver care to a patient at a distant site. Telemedicine is a subset of telehealth.

Telehealth is a broad term that not only refers to remote clinical services between a provider and a patient/client, but also refers to remote non-clinical services (for example, clinician to clinician consults, patient education services, interprofessional care team communications, etc.).

Telebehavioral health is the provision of behavioral health services through HIPAA-secure software over the internet. Telebehavioral health is a mode of access to mental and substance abuse services and not a separate type of service. All DSM-5 conditions and most all types of services provided in-person for behavioral and mental health can be provided through this mode of treatment access.

Remote patient monitoring refers to using technology to gather patient data outside of traditional healthcare settings. Examples include using digital scales, glucometers, pulse ox devices, etc. to monitor a patient's condition while they are at home (or wherever else they may be living). It too is a subset of telehealth.

Hub / Distant Site is defined by the Centers for Medicare and Medicaid Services (CMS) as the telehealth site where the provider/specialist is seeing the patient at a distance, or consulting with a patient's provider. Others common names for this term include – the hub, specialty site, provider/physician site and referral site.

Spoke / Originating Site is defined by the Centers for Medicare and Medicaid Services as the site where the patient and/or the patient's physician is located during the telehealth encounter or consult. Other common names for this term include – spoke site, patient site, remote site, and rural site.

Interactive video / Live / Face to Face is videoconferencing technologies that allow for two-way live, interactive video and audio signals for the purpose of delivering telehealth, telemedicine or distant education services. It is often referred to by the acronyms – ITV, IATV or VTC (video teleconference).

Store and Forward refers to captured audio clips, video clips, still images, or data that are transmitted or received at a later time (sometimes no more than a minute).

Telehealth Coordinator is the person responsible for the overall management of the telehealth program, facilitates all aspects to include scheduling, marketing, patient data collection, and financial aspects to include billing. The coordinator is also responsible for ensuring equipment and connectivity are working prior to the visit.

Telehealth Presenter will assist with the clinical examination of the patient. This individual, ideally, has a clinical background (LPN, RN, PA, BSW, etc.), trained in the use of telehealth equipment and will "present" the patient to the consulting telehealth provider.

Steps to Developing a Successful Telehealth Program

The most important step is to bring all key players to the planning table early, ensuring that everyone understands telehealth. Program goals should be clear and match the mission and vision of all key players.

Step 1: Complete a Needs Assessment

- Identify current service needs
- Identify potential telehealth opportunities
- Assess organizational readiness

Step 2: Define Program Model

- Consider the type of program that will meet needs

Step 3: Develop Business Case

- Determine the impact of the proposed telehealth program

Step 4: Develop and Plan Program & Technology

- Create a detailed project plan

Step 5: Develop Performance Monitoring Plan

- Define monitoring and evaluation mechanisms and program improvement process

Step 6: Implement Telemedicine Program

- Perform all work required to implement the program

Step 7: Monitor and Improve Program

- Ongoing

The tool [Telehealth Readiness Assessment](#) asks a series of questions to determine the level of readiness to offer telehealth services. The tool was designed for providers and practices in the state of Idaho who were in the early stages in building their telehealth program.

Approved Telehealth Sites

During this Public Health Emergency with COVID-19, the federal and state government have issued several temporary waivers that have expanded the ability to use telehealth. On March 1, 2020 language was added in the WV Bureau of Medical Services manual regarding additional originating sites (FQHCS / RHCS), equipment standards, and requirements of telehealth.

Authorized Spoke (originating) sites

- Physician and practitioner offices,
- Hospitals and Critical Access Hospitals (CAHs),
- Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs),
- Skilled Nursing Facilities (SNFs),
- Community Mental Health Centers (CMHCs),
- Licensed Behavioral Health Centers (LBHCs),
- Renal Dialysis Facilities including Hospital-Based or CAH-Based Renal Dialysis Centers and satellites,
- School-Based Health Service sites, and
- Homes of members who are receiving treatment of substance abuse and/or mental health disorders via telehealth as identified in Chapters 503, 504, 521, 522, and 538 of the WV BMS Policy Manual.

Approved Providers at the Hub (Distant) Site

- Physician,
- Physician Assistant (PA),
- Advanced Practice Registered Nurse (APRN),
- Certified Nurse Midwife (CNM),
- Clinical Nurse Specialist (CNS),
- Community Mental Health Center (CMHC),
- Licensed Behavioral Health Center (LBHC),
- Licensed Psychologist (LP) and Supervised Psychologist (SP),
- Licensed Independent Clinical Social Worker (LICSW),
- Licensed Professional Counselor (LPC), and
- FQHC and RHC may only serve as a distant site for Telehealth services provided by a psychiatrist or psychologist and are reimbursed at the encounter rate.

Source: WV Dept. of Health and Human Services. *Medicaid Provider Manual, Chapter–519.17 Practitioner Services: Telehealth Services.* (Revised 3.1.2020)

Implementation

Connect Hub and Spoke Site

Once the organization has determined the service level and program that works best, as well as the providers, the two sites can be connected. Remember, the *hub* site is where the provider is located and the *spoke* site is where the patient is located. Connecting these sites is all about communication.

This step is not about the technology connection, but ensuring the two sites are aware of the process and are now involved in the planning and implementing piece.

If they were not already involved in the beginning, bring key people from each site together, most importantly the Telehealth Coordinators at each site.

Select a Program Start Date

This step is often overlooked because it is easy. However, it is crucial to the successful commencement of any telehealth program. By identifying the start date, there is now a measurable goal for the program that will keep the process moving in the right direction.

Once a start date is selected, the organization confirms to all involved stakeholders that they are committed to a successful program launch.

If an unrealistic goal is chosen (i.e. two weeks or two years), then the base that has been built could be threatened. By selecting a date that is too soon, the program could suffer. Key pieces may be forgotten and staff may not feel adequately trained and prepared to begin. Alternately, a date that is too far ahead could cause the program to become deprioritized.

Also, consider the type of implementation approach; phased, pilot, limited number of sites initially, one type of telehealth service to start, etc. Many organizations find that small steps are useful, some find larger implementations to be successful. Decisions are generally based on the time and resources available.

Establish a work plan, or even a chart to record and track progress on tasks. Execute the plan to complete all tasks required to implement the program and *keep stakeholders updated!*

Always remember to choose a date that will be feasible for the organization to start without rushing and risking too much of a delay. Depending on where an organization is, a start date can range from four months to one year.

Technology and Equipment

How does an organization pick the right technology? Marshall University IT can help with this process. Start by answering certain questions pertaining to the mode of service delivery:

- What type of provider will be using this system?
- Where will the technology be placed? Does the organization have an established room? What is the signal strength in that room or area?
- How many people will be using the technology? Do additional staff need to be hired?
- What are the technological requirements?
- Who will manage the technology and troubleshooting efforts?
- How will the clinical staff be trained? What clinical guidelines should be established? This will depend on the mode of service delivery and type of service being offered.
- What ongoing training and education will be needed or required?

Equipment: The telecommunication equipment must be of a quality to complete adequately all necessary components to document the level of service for the CPT OR HCPCS Codes that are available to be billed.

There are different types of equipment used for telehealth services. Self-contained or mobile units are often used for patient consultations such as one requiring physical examinations or assessments. These units are easily moved. Another type of unit is a desktop system.

Each of these systems has common components. The main components of telemedicine equipment are:

- the main camera
- the viewing screen or screens
- the microphone
- the codec (computer program for encoding or decoding a digital data stream or signal)
- various peripheral equipment such as specialized cameras and diagnostic scopes

Network: Recommended minimum speeds for telemedicine applications is 1.5 Mbps over ISDN (Integrated Services Digital Network) or proprietary network connections including VPNs (Virtual Private Networks), fractional T1, or T1 comparable cable bandwidths. At lower speeds, the video quality begins to disintegrate and you will lose the synchronization of video and sound.

Codec stands for Coding and Decoding. The Codec is the software used to compress the outgoing video and audio data, transmit this information to the far end and decompress the incoming information. The codec also provides embedded security encryption. Though products cannot ensure compliance, some products may contain elements or features that allow them to be operated in a HIPAA-compliant way. For example, Zoom can provide end-to-end encryption, as well as a HIPAA Compliant Agreement. Marshall University IT Department may be able to provide direction on selecting a product.

Necessary Paperwork

- 1) *Licensing and Credentialing* – ensure that the providers who will be performing telehealth are licensed to do so. This is especially important if they are crossing state lines – providers **must be credentialed in both states** for most payers to reimburse. It may be that "temporary" privileges can be granted so that consultations are not delayed. Your organization is at risk if you do not keep current with the status of your provider's credentials and privileges.
- 2) *Policies and Procedures* – telehealth policies and procedures should be as close as possible to non-telehealth policies and procedures to ensure all staff will not feel they're engaging in a process that is strange or unusual. Policies and procedures should also include job descriptions of key roles if someone leaves. These documents should be kept both electronically and on paper and be reviewed at least once per year. Examples are included in the Appendix – [Policies and Procedures](#).
- 3) *Business Associates Agreement* - In the most basic sense, a *Business Associate Agreement* or BAA is a legal document between a healthcare provider and a contractor. A provider enters into a BAA with a contractor or other vendor when that vendor might receive access to *Protected Health Information* (PHI). Covered entities must ensure that they have a current HIPAA **business associate agreement** in place with each of their partners to maintain PHI security and overall HIPAA compliance. An example of a BAA is located in the Appendix on page 38. [Sample Business Associate Agreement](#).
- 4) *Special Consent Forms for Telehealth* – It is important that the patient understand and consent to how a telehealth visit will work as well as any situations that may occur that are different from their standard office visits. An example of a Telehealth Consent Form is located in the Appendix on pages 21 - 24. [Sample Telehealth Consent Forms](#). In addition, the patient will need to have signed a release of information for the exchange between the Spoke and Hub providers.
- 5) *Marketing/Communication Strategy* - newsletter, website post, news releases, social media, patient brochures in a hospital or health center.

Reimbursement

It is crucial to understand the existing reimbursement methods and current payer mix. Reimbursement for telehealth is complicated and the policy environment is in constant flux. In addition to self-pay, Medicare, Medicaid and many private payers offer some form of reimbursement for telehealth delivered services. However, policies vary by both state and payer. For more information, click on the icons to open the document, or use the accompanying web link.



The Center for Medicare and Medicaid Services Telehealth Learning Guide – Includes HCPCS/CPT Codes and GQ modifiers. This document was released March 2020.

<https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/downloads/telehealthsrvcfsht.pdf>



The **State Telehealth Laws and Reimbursement Policies** produced by the Center for Connected Health Policy comprehensive assessment and compendium of state Medicaid telehealth policies and laws covers all fifty states and the District of Columbia. **Please note that since the research was conducted for this spring report in February 2020, the COVID-19 emergency has imposed many temporary waivers, exceptions and changes to telehealth policy across the nation. Those changes, while significant, in most cases do not reflect a permanent shift in a state's telehealth policy, and are only in effect through the duration of the emergency. Therefore, those COVID-19 specific policy changes are not reflected in this report.*

https://www.cchpca.org/sites/default/files/2020-05/CCHP_%2050_STATE_REPORT_SPRING_2020_FINAL.pdf



State Telehealth Laws and Medicaid Program link to information for West Virginia, produced by the Center for Connected Health Policy.

<https://www.cchpca.org/telehealth-policy/current-state-laws-and-reimbursement-policies?jurisdiction=78&category=All&topic=All>



The **West Virginia Bureau for Medical Services** encourages providers that have the capability to render services via Telehealth to allow easier access to services for WV Medicaid Members. Some service codes give additional instruction and/or restriction for Telehealth. Please review individual policies such as 502, 503, 504, 519, 521 and 538 to see what services are individually identified as being a covered telehealth service.

<https://dhhr.wv.gov/bms/Pages/Manuals.aspx>

The School-Health Technical Assistance Center at Marshall University has attempted to provide the most recent information about billing for telehealth services in West Virginia. However, this is provided for informational purposes only and is not legal advice. Each agency is solely responsible to ensure proper billing. Marshall University is not liable for any claims or losses of any nature arising directly or indirectly from use of the information, data, documentation or other material in this document.

Staffing

Telehealth requires many staff applying their specialized knowledge to make a telehealth program operate smoothly.

The Telehealth Coordinator is at the center of everything, playing a key role in ensuring that the patient encounter is successful and that a high quality of service is received. Both the originating/patient site and the distant/consulting site will have a Telehealth Coordinator.

The Telehealth Coordinator Responsibilities include:

- Coordinate all clinic operations related to telehealth
- Supervise the scheduling of patients for telehealth consultations
- Coordinate the use of equipment for educational and administrative uses
- Assure telehealth space is appropriate and maintained
- Assure telehealth equipment is operational
- Assure clinical protocols, policies and procedures are in place
- Work with billing office on telehealth visit reimbursement
- Assure that clinicians are properly credentialed and privileged
- Collect data on telehealth use
- Oversee financial aspects of the telehealth service
- Prepare reports on utilization, costs, cost/benefit and other program information
- Advocate for telehealth with other clinic departments and staff
- Represent telehealth program in local community
- Have working knowledge of the functions of the patient presenter
- Coordinate with technical support staff

Clinical/Telehealth Medical Director

The Clinical Telehealth Medical Director is the clinical "champion" of the Telehealth program and provides credibility for the services.

Telemedicine Clinical Presenter

The Telemedicine Clinical Presenter at the patient or presenting site is required to assist with the clinical examination of the patient. This individual with a clinical background (LPN, RN, PA, BSW, etc.), is trained in the use of telehealth equipment, will "present" the patient to the consulting telehealth provider.

IT Personnel and Network Support Staff

Please note: Telehealth Coordinators and Clinical Presenters should be responsible for turning on the equipment and should be able to perform basic troubleshooting before calling on the technical support staff.

Having ready access to trained and knowledgeable IT personnel and network support staff is critical to the effective running of your program. It is vital that an IT champion is identified and that the IT department is involved. During consults or any clinical interaction taking place via the telehealth system, trained and efficient technical staff must be on hand to troubleshoot and make technical adjustments as necessary.

- Identify an IT champion.
- Introduce IT personnel at all sites to each other. The better they know one another, the smoother your technical troubleshooting will be.

Quality Assurance & Program Evaluation

In addition to payment and stakeholder buy-in, the key to sustaining a telehealth program is measuring the outcome and “telling the story” of the program. It is important to collect meaningful data on all key elements of the program from the very beginning and on a regular basis to monitor progress toward the goals established during the planning phase. Gathering data and reporting on performance will assist your program in obtaining organizational support, funding and further expansion of services.

Include a wide range of data points in the plan: utilization by site, by school, grade & age, date of initial referral and date of visit, visit type and payer type. Data should be reported on a monthly basis.

Include patient, family and provider satisfaction surveys.

Include cost savings reports as possible.

A system to capture this information has been developed by MUTAC. **The Telehealth Process and Utilization Data** recording form is included in the [Appendix on page 48](#). The data should be entered **monthly** into the survey using the link below. MUTAC will export the information on a quarterly basis (or more frequent by request) and provide an aggregate report for your organization. To access the online data entry form, click on the survey link below.

<http://survey.constantcontact.com/survey/a07egd6auyojw9d7tyg/start>

Examples of various **Satisfaction Surveys** are included in the Appendix. These should be offered after each visit when possible. Click on the survey name to be directed to the Appendix. The information can be reported by using the associated Survey Monkey link. MUTAC will export the information on a quarterly basis (or more frequent by request) and provide an aggregate report for your organization.

Telehealth [Referring Provider](#) (Spoke Site) Satisfaction Survey

<http://survey.constantcontact.com/survey/a07egd70ew3jw9kw85v/start>

Telehealth [Consulting Provider](#) (Hub Site) Satisfaction Survey

<http://survey.constantcontact.com/survey/a07egd76kjejw9moge/z/start>

Telehealth [Parent](#) Satisfaction Survey

<http://survey.constantcontact.com/survey/a07egd7a39wjw9ns1ij/start>

Telehealth [Client](#)/Student Satisfaction Survey

<http://survey.constantcontact.com/survey/a07egd78ikcjw9n7h1i/start>

Test the Process

Depending on whether an organization is the hub or spoke site, site preparation is necessary to be ready for the first telehealth encounter. There are several items to consider prior to the first encounter:

1. *Workflow* - Determining how the program will run on a day-to-day basis, known as the workflow, is a key step in designing a telehealth program. This involves careful planning where to place equipment, who will present a child during a telehealth visit, and the provision of training and technical assistance.
2. *Staff Training on Equipment* – Test, test, and test again! Ensure that all staff members who will be involved in telehealth encounters have been thoroughly trained on the equipment, know how to use all peripherals, know who to contact and have their phone number nearby if technical issues arise.
3. *Room Design* – Clarity and accuracy during video encounters is of the utmost importance. Consider the following when selecting a telehealth exam room:
 - a. *Room Location* – should be quiet and minimize exposure to office noise or busy corridors.
 - b. *Room Size* – dependent on the service being provided and if you are the hub or spoke site.
 - c. *Equipment Placement* – need to optimize the camera’s view of the patient and allow staff to enter and exit without disrupting the visit.
 - d. *Lighting* – the most critical factor in designing a telehealth examine room. Ideally use a diffused light source that does not create shadows and depicts color accurately.
 - e. *Wall Color* – white or light walls can darken faces; a light gray or robin’s egg blue background works well on all skin tones.
4. *Video-conferencing Etiquette* – Avoid distractions, close any shutters or blinds in the exam room, and ensure there are no distracting elements in the background. Limit excessive hand gestures and movements, talk slightly slower than normal, and always pause for comments. No eating or drinking during any visit.
5. *Test Run* - Once the equipment and technology have been thoroughly tested, find a patient who is willing to be a “test patient” for the program. Walk them through the process in its entirety and work out any “kinks” that staff may come across.

Telehealth Visit Protocol

This information provides a basic format for a telehealth session. The framework can be adapted to any telehealth practice. If telehealth visits occur between two providers, it is recommended that the providers determine which side will take the lead during the visit.

Step 1

- Test the equipment prior to the first clinic appointment (preferably 20-30 minutes prior to the visit). This should be tested by the Information Technology staff at both sites.
- Connect and test the peripheral equipment.
- Troubleshoot any technology glitches.
- Collect a roster of key staff contacts at each site including cell phone numbers, email, and a landline phone number in the event of technical difficulties.
- Ensure that the camera and equipment are ready for use.

Step 2

- Document the patient arrival and place patient in the clinic room.
- Obtain a signed consent and release of information, if applicable.
- Review the protocol of the telehealth visit and explain what the patient can expect.

Step 3

- Alert the provider that the patient is ready and send the provider into the room.
- Request that introductions begin at patient site. Include everyone in the room.
- Begin the visit, per protocol.
- Obtain a history and physical exam, as applicable.
- Review medication, if applicable.
- Develop a plan of care with the team.
- Identify a follow-up plan.
- Document the visit (both sites)
- Evaluate the visit with a Satisfaction Survey
- Conclude visit.
- Process payment.
- Clean and store equipment and peripherals.

Helpful Links

Mid-Atlantic Telehealth Resource Center – Our region’s technical assistance and resource center, including webinars and links to other telehealth programs.

<https://www.matrc.org/>

AMA Telehealth Implementation Playbook - useful post COVID-19 information needed to get up and running and to think more strategically for long term planning use of telehealth.

<https://www.ama-assn.org/system/files/2020-04/ama-telehealth-playbook.pdf>

The tool **Telehealth Readiness Assessment** asks a series of questions to determine the level of readiness to offer telehealth services. The tool was designed for providers and practices in the state of Idaho who were in the early stages in building their telehealth program.

http://ship.idaho.gov/Portals/93/Documents/ITC/Telehealth_ReadinessAssessment_Tool_PRINT.pdf?ver=2016-10-11-163504-617

Training Videos on how to establish a successful telehealth program, staffing roles and responsibilities, technology options and a live visit demonstration. The videos were developed by the California Telehealth Resource Center and are available to the public on YouTube:

<http://www.caltrc.org/knowledge-center/videos/>

Mid Atlantic Telehealth Resource Center, Telehealth Technologies and Preparing to Select a Vendor

<https://www.matrc.org/matrc-telehealth-resources-for-covid-19/>

Telehealth and HIPAA – Mid Atlantic Telehealth Resource Center

<https://www.matrc.org/matrc-telehealth-resources-for-covid-19/>

The **Telebehavioral Health Center of Excellence** is dedicated to providing the most current, vetted, practical information for starting or enhancing Telebehavioral or Telemental health-related services. These resources are intended to provide you with the most current information to help you get started. <https://tbhcoe.matrc.org/>

Medicaid Regulation and Reimbursement: CMS has developed a State Medicaid & CHIP Telehealth Toolkit: Policy Considerations for States Expanding Use of Telehealth - COVID-19

<https://www.medicare.gov/medicaid/benefits/downloads/medicaid-chip-telehealth-toolkit.pdf>

Medicare Regulation and Reimbursement:

<https://www.matrc.org/matrc-telehealth-resources-for-covid-19/>

Star Telehealth at New College Institute: **Training and Credentialing** for those interested in using telehealth.

<http://www.startelehealth.org/>

Appendix

Sample Telehealth Policies and Procedures

The following sample Policy and Procedures are included with permission from the existing
Telehealth Implementation Guide of New York
www.telehealthny.org

Department:	Policy Description: Telehealth Patient Selection
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH001
Approved by:	

<p>Purpose: Telehealth provides patients located in rural areas with timely access to specialist care via real-time television/video communication.</p>
<p>Policy: Patients in need of specialty care, as determined by their primary care provider, will be referred to telehealth services provided at the affiliated hub/specialist site.</p>
<p>Procedure: Providers at the spoke/patient site will use their clinical judgment in selecting patients for the telehealth service. Patients who would otherwise be referred to an outpatient appointment with a traditional specialist are welcome to utilize the telehealth service. If a patient is in a crisis situation and in need of emergency services, the same emergency procedure should be followed as was in place prior to the launch of the telehealth program.</p> <p>Patients who do not have insurance coverage for telehealth services can be referred to the service if they agree to pay for the service out-of-pocket.</p> <p>If the provider at the spoke/patient site determines that one of his or her patients could benefit from telehealth services, the provider will:</p> <ol style="list-style-type: none"> 1) Discuss the service with the patient or legal guardian and obtain their consent. 2) Put the patient in contact with the front desk staff who will issue the patient the <i>Telehealth New Patient Packet</i>. 3) Complete a telehealth referral authorizing the appointment. Refer to telehealth referral process policies and procedures for more information.

Department:	Policy Description: Telehealth Referral Process
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH002
Approved by:	

Purpose: To describe the process that must be completed for patients to access the Telehealth services provided at the hub/specialist site.

Policy: All paperwork in the *Telehealth New Patient Packet* must be completed by both the provider and the patient to refer a patient to telehealth services.

Procedure: Patients will only be referred to specialists at hub/specialist sites that have completed a *Business Associate Agreement* and *MOU* form. These forms minimally include:

- 1) Statement of work outlining the responsibilities of each party;
- 2) Number of hours provided each month for telehealth services and that such services will be provided remotely;
- 3) How the specialists or hub/specialist site will be reimbursed for services rendered;
- 4) Who has the right to bill the patient's insurance, noting the professional fee and facility fee;
- 5) Who is providing the necessary telehealth equipment;
- 6) Declaration that providers are qualified to provide services, e.g. state licensed and credentialed at hospital, if applicable.
- 7) Details of communication between the provider at the spoke/patient site and the specialist at the hub/specialist site including timeframe of completion of medical reports to be provided;
- 8) Declaration of which site maintains and "owns" patient records; and
- 9) Agreement of both parties to follow HIPAA guidelines.

The *Telehealth New Patient Packet* must be completed prior to a telehealth appointment being scheduled. The *Telehealth New Patient Packet* includes:

- 1) A telehealth referral which is completed by the provider and office staff at the spoke/patient site and includes patient's name, date of birth, medical record # (if applicable), current insurance information, contact information, preferred pharmacy name, and medical history/summary (includes medical diagnosis and current medication and dosage); referring physician name and signature; and any other pertinent information as deemed necessary.
- 2) *Telehealth Consent* form ([see Appendix pages 21 – 24](#))
- 3) Any other forms/consents the spoke/patient or hub/specialist site or legal team require, including the Notice of Privacy Practices, Patient Rights and Responsibilities Form and the HIE Consent to View form.
- 4) The spoke/patient site will fax, e-fax, or secure electronic message a copy of the *Telehealth New Patient Packet* to the hub/specialist site prior to the patient's first scheduled appointment.
- 5) All materials contained in the *Telehealth New Patient Packet* must be documented in the patient's medical record at both the spoke/patient and hub/specialist site.
- 6) Referrals for telehealth may be accepted as orders, written or verbal, from physicians, nurse practitioners, and/or physician assistants.
- 7) Referrals are logged in a *Telehealth Referral Log* ([see Appendix page 25](#)) at both the spoke/patient and hub/specialist sites. The log provides a place for staff to identify the date of a referral, patient's name and DOB or medical record number (if applicable), date of the scheduled appointment, comment field to track messages, or other pertinent information.

Department:	Policy Description: Telehealth Consent
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH003
Approved by:	

Purpose: To describe requirements of healthcare providers to ensure a telehealth patient’s understanding of the risk and benefits of the service, and to document a patient’s agreement to the delivery of a telehealth service and obtain a patient’s, or if applicable, a person’s guardian, custodian, or agent’s signature to verify consent.

Policy: A signed *Telehealth Consent* form must be obtained prior to the first patient telehealth examination/consultation.

Procedure: Any person aged 18 years and older or the person’s legal guardian, or in the case of persons under the age of 18, the parent, legal guardian, or a lawfully authorized custodial agency, must give voluntary consent to treatment, demonstrated by the person’s or legal guardian’s signature, if aged 18 years and older, or in the case of persons under the age of 18, the parent, legal guardian, or a lawfully authorized custodial agency representative’s signature on a *Telehealth Consent* form ([see Appendix pages 21 – 23](#)); prior to the delivery of the telehealth service.

Any person aged 18 years and older or the person’s legal guardian, or in the case of persons under the age of 18, the parent, legal guardian, or a lawfully authorized custodial agency, after being fully informed of the consequences, benefits, and risks of treatment, has the right to decline receiving telehealth services.

Patients acknowledge the telehealth program’s no-show policy in the *Telehealth Consent* form.

The spoke/patient site will fax, e-fax, or secure electronic message a copy of the signed *Telehealth Consent* form to the hub/specialist site prior to the delivery of the telehealth service.

The *Telehealth Consent* form must be documented in the patient’s medical record at both the spoke/patient and hub/specialist sites.

All patients aged 18 years and older or the person’s legal guardian, or in the case of persons under the age of 18, the parent, legal guardian, or a lawfully authorized custodial agency will receive a *Telehealth: What to Expect* form with their *Telehealth Consent* form. The *Telehealth: What to Expect* form provides a patient-friendly description of the telehealth program.

Telehealth: What to Expect

Your doctor at (spoke) site is working in partnership with specialists at (hub site in city) to offer you telehealth services.

What is Telehealth?

Telehealth is the exchange of medical information from one site to another via electronic communications. The telehealth service offered to you will allow you to have a medical appointment with a specialist via secure and interactive video equipment. You will be able to speak in real-time with the specialist during your telehealth appointment.

Is Telehealth Safe?

Yes, all telehealth sessions are safe, secure, encrypted, and follow the same privacy (i.e., HIPAA) guidelines as traditional, in-person medical appointments. Your telehealth appointments will always be kept confidential. In addition, telehealth appointments are NEVER audio or video recorded without the patient's consent.

Can I Choose Not to Participate?

Of course, with this program you have been offered the option of seeing a specialist via secure and interactive video equipment within your primary care office. It is your choice to follow this referral.

Things to Remember about Your Telehealth Appointment:

1. You will schedule your telehealth appointments the same way you currently schedule an appointment with your doctor by calling XXX-XXX-XXXX.
2. As with your traditional, in-person medical appointments it is your responsibility to call healthcare organization at XXX-XXX-XXXX to cancel an appointment if you are unable to attend your telehealth appointment. Cancellations should be made at least 24 hours prior to the appointment time.
3. The telehealth program has a no-show policy. You will be discharged from the telehealth program if you no-show for **two consecutive** telehealth appointments, without prior contact to the scheduling staff at healthcare organization. To prevent this from happening, always call XXX-XXX-XXXX if you cannot make your appointment.
4. On the day of your appointment you will check-in at healthcare organization as you would for a traditional, in-person medical appointment.
5. At the time of your appointment, a nurse or medical assistant will escort you into the telehealth patient room.
6. If you have any questions before or after the session, you may ask the office staff at healthcare organization.
7. The *Telehealth New Patient Packet* must be completed prior to scheduling your first telehealth appointment. You must complete these forms to schedule your first appointment:
 - *Telehealth Consent* form
 - Any other forms/consents the spoke/patient or hub/specialist site or legal team require, including the *Notice of Privacy Practices, Patient Rights and Responsibilities* form and the *HIE Consent to View* form.
8. If you are prescribed medication(s) by the specialist you will be able to pick it up directly at your pharmacy of choice as the specialist will either phone in or electronically prescribe your medication(s).
9. If you miss a telehealth appointment and need a prescription refill or you have any questions about your medication, you must contact healthcare organization directly at XXX-XXX-XXXX. The healthcare organization will get in touch with the specialist on your behalf. Please be sure to call at least 72 hours prior to running out of medication.

If you have any questions or concerns after reading this form, please contact Spoke Site: xxx-xxx-xxxx

Telehealth Consent Form

1. I authorize spoke site to allow me/the patient to participate in a telehealth (videoconferencing) service with hub site.
2. The type of service to be provided by via telehealth is: specialty.
3. I understand that this service is not the same as a direct patient/healthcare provider visit, because I/the patient will not be in the same room as the healthcare provider performing the service. I understand that parts of my/the patient's care and treatment which require physical tests or examinations may be conducted by providers and their staff at my/the patient's location under the direction of the telehealth healthcare provider.
4. My/the patient's physician/therapist has fully explained to me the nature and purpose of the videoconferencing technology and has also informed me of expected risks, benefits and complications (from known and unknown causes), possible discomforts and risks that may arise during the telehealth session, as well as possible alternatives to the proposed sessions, including visits with a physician in-person. The possible risks of not using telehealth sessions have also been discussed. I have been given an opportunity to ask questions, and all my questions have been answered fully and satisfactorily.
5. I understand that there are potential risks to the use of this technology, including but not limited to interruptions, unauthorized access by third parties, and technical difficulties. I am aware that either my/the patient's healthcare provider or I can discontinue the telehealth service if we believe that the video conferencing connections are not adequate for the situation.
6. I understand that the telehealth session will not be audio or video recorded at any time.
7. I agree to permit my/the patient's healthcare information to be shared with other individuals for scheduling and billing. I agree to permit individuals other than my/the patient's healthcare provider and the remote healthcare provider to be present during my/the patient's telehealth service to operate the video equipment, if necessary. I further understand that I will be informed of their presence during the telehealth services. I acknowledge that if safety concerns mandate additional persons to be present, then my or guardian permission may not be needed.
8. I acknowledge that I have the right to request the following:
 - a. Omission of specific details of my/the patient's medical history/physical examination that are personally sensitive, or
 - b. Asking non-medical personnel to leave the telehealth room at any time if not mandated for safety concerns, or
 - c. Termination of the service at any time.
9. When the telehealth service is being used during an emergency, I understand that it is the responsibility of the telehealth provider to advise my/the patient's local healthcare provider regarding necessary care and treatment.
10. It is the responsibility of the telehealth provider to conclude the service upon termination of the videoconference connection.
11. I/the patient understand(s) that my/the patient's insurance will be billed by both the local healthcare provider **and** the telehealth healthcare provider for telehealth services. I/the patient understand(s) that if my insurance does not cover telehealth services I/the patient will be billed directly by both the local healthcare provider **and** the telehealth healthcare provider for the provision of telehealth services.

12. My/the patient's consent to participate in this telehealth service shall remain in effect for the duration of the specific service identified above, or until I revoke my consent in writing.
13. I/the patient agree that there have been no guarantees or assurances made about the results of this service.
14. I/the patient acknowledge the telehealth program's no-show policy which states that I/the patient will be discharged from the telehealth program if I/the patient no-show for two, consecutive telehealth appointments, without prior contact to the scheduling staff at spoke site.
15. I confirm that I have read and fully understand both the above and the *Telehealth: What to Expect* form provided. All blank spaces have been completed prior to my signing. I have crossed out any paragraphs or words above which do not pertain to me.

Patient/Relative/Guardian Signature*	Print Name
Relationship to Patient (if required)	Date
Witness	Date
Interpreter (if required)	Date

* The signature of the patient must be obtained unless the patient is a minor unable to give consent or otherwise lacks capacity.

I hereby certify that I have explained the nature, purpose, benefits, risks of, and alternatives to (including no treatment) the proposed procedure, have offered to answer any questions and have fully answered all such questions. I believe that the patient/relative/guardian fully understands what I have explained and answered.

Provider's Signature	Date
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NOTE: THIS DOCUMENT MUST BE MADE PART OF THE PATIENT'S MEDICAL RECORD

Telehealth Referral Log Form

WVTH004

Date of Referral	Patients Name	DOB or MR#	Visit Date	Comments

Department:	Policy Description: Telehealth Appointment Scheduling, Cancellations, and No-Shows
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH005
Approved by:	

<p>Purpose: To describe the requirements of both the spoke/patient and the hub/specialist sites as it relates to appointment scheduling and handling cancellations and no-shows.</p>
<p>Policy: Telehealth appointment scheduling will be conducted at the spoke/patient site and will be communicated to the hub/specialist site.</p>
<p>Procedure: <u>Scheduling</u> The specialist at the hub/specialist site will provide their date and time availability for telehealth visits to the spoke/patient site. The scheduling staff at the spoke/patient site will schedule telehealth visits based on the availability provided by the specialist. Due to the block time system being used for scheduling, new appointments will be allotted 60 minutes and follow-up appointments will be allotted 30 minutes for adults and 45 minutes for children/adolescents. Once appointments are scheduled, contact will be made with the specialist at the hub/specialist site to confirm.</p> <p>The scheduling staff at the spoke/patient site will call the patient or legal guardian one business day before the telehealth appointment to remind the patient of their upcoming visit.</p> <p>Patients will be required to complete all necessary telehealth forms provided in the <i>Telehealth New Patient Packet</i> prior to their first telehealth appointment being scheduled.</p> <p><u>Cancellations</u> Patients are to call the spoke/patient site at least 24 hours prior to their appointment time to cancel a telehealth appointment.</p> <p>The scheduling staff at the spoke/patient site will keep a telehealth cancellation list on file in the event of cancelled telehealth appointments. The list will be utilized to try to fill the open appointment slots. If filling a slot for a new patient appointment, patient information for substitute patients, who take the place of a cancellation, must be sent to the specialist at the hub/specialist site at least 24 hours prior to the scheduled session.</p> <p><u>No-Shows</u> No-show appointments will be communicated to the specialist at the hub/specialist site via his/her direct line by the staff at the spoke/patient site. Documentation of the missed appointment will be entered into the patient’s medical record at both the spoke/patient and hub/specialist site. Scheduling staff at the spoke/patient site will call the patient to reschedule their appointment after the first no-show and will remind them of the no-show policy. Additionally, after the first no-show, scheduling staff at the spoke/patient will send a letter to the patient/guardian informing them that they will be discharged from the telehealth program if they no-show for their next appointment. If a patient needs to be discharged from the telehealth program after two consecutive no-shows, the specialist at the hub/specialist site will be the party to communicate this decision to the patient, as they are the direct provider of care and to prevent against patient abandonment. Alternative care options will be presented by the specialist to the patient, which will be documented in the patient’s medical record.</p>

Department:	Policy Description: Physical Surroundings and Staffing
Page: 1 of 2	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH006
Approved by:	

<p>Purpose: Services provided via telehealth will be safe, confidential, and efficient and will meet or exceed the quality of care provided at an in-person setting.</p>
<p>Policy: A patient exam conducted via telehealth will replicate as closely as possible an in-person exam.</p>
<p>Procedure: The patient will be seen in a designated telehealth room at the spoke/patient site.</p> <p>The telehealth room will be inspected by staff prior to the launch of telehealth clinic to ensure it is free from sharp objects, pens, pencils, paper clips, and any other objects that could be used to harm the patient or others. If the room is used for other purposes in the interim, the spoke/patient site clinic staff will inspect it prior to each day of the telehealth clinic to ensure it is still free from harmful objects.</p> <p>A nurse or medical assistant will escort the patient into the designated telehealth room at the beginning of each session. If this is the patient’s first telehealth appointment, the nurse or medical assistant at the spoke/patient site will explain to the patient how the system works, emphasizing that the system is confidential; that no audio or video taping of the exam is done, and that no one except the consulting provider and patient will be in the exam room at either the spoke/patient or hub/specialist site, without the patient’s knowledge and approval. If safety concerns mandate additional persons to be present, then patient or guardian permission may not be needed. Time should be allowed for patients to ask questions, if applicable.</p> <p>The nurse or medical assistant will ensure the telehealth equipment is working properly and the volume is acceptable to both the specialist and patient. If the telehealth specialist needs any vital signs taken, he or she will ask the nurse or medical assistant while they are still in the room. Additional seating will be provided if the patient would like family to accompany them during the session.</p> <p>The specialist at the hub/specialist site will introduce himself or herself to the patient before the exam begins. The specialist will ask the patient’s permission to have any other person in the room to observe the exam. If the patient declines, the observer must leave the telehealth room.</p> <p>The telehealth patient exam will replicate as closely as possible the way the specialist currently examines patients in a traditional, in-person setting. The room is positioned so that the specialist can view and adequately observe the patient during the telehealth visit.</p> <p>The telehealth specialist will make every effort to ensure he or she remains competent on the technology used for this telehealth program. Prior to seeing the first patient in this program, each telehealth specialist agrees to participate in a mock appointment with staff at the spoke/patient site to help ensure competency.</p>

Department:	Policy Description: Physical Surroundings and Staffing
Page: 2 of 2	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH: 006
Approved by:	
<p>The telehealth visit will be set-up to achieve a positive patient-provider relationship. Surveys may be developed and distributed to patients and/or providers at any time, to ensure quality and gauge satisfaction with the program.</p> <p>Protection of the patient’s privacy should be maintained always. Once all parties are in the exam room, an occupied sign is placed on the exam room door so others will know not to enter the room. Avoidance of inadvertent interruptions should be of primary importance.</p> <p>As required by law, the consulting specialist will be licensed to practice medicine in West Virginia. If applicable, specialists will be credentialed and privileged at the distant site hospital. Specialist providers will practice telehealth within the boundaries of their licenses, credentials, and privileges, keeping in mind that the technology is only a tool assisting in the provision of care at a distance and not substitute for appropriate, responsible decision making.</p>	

Department:	Policy Description: Telehealth Security and Emergency Protocol
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH007
Approved by:	

Purpose: To provide guidelines to establish an environment as free from the threat of violence or harm to patients, employees, physicians, volunteers, contractors, and visitors as possible.

Policy: Patients at the spoke/patient site will be able to receive safe psychiatric care through the provision of telehealth.

Procedure: If the specialist at the hub/specialist site perceives a threat to the patient or any person at the spoke/patient site during the telehealth visit, he or she shall immediately report it to the spoke/patient site. The spoke/patient site shall designate a phone line which the specialist at the hub/specialist site shall use in case of an emergency during a telehealth visit. The police or appropriate law enforcement agency may also be contacted.

The specialist at the hub/specialist site will have posted on an ongoing basis the following phone numbers in the event of an emergency or security concern:

- 1) The spoke/patient site’s direct physician line to be used for emergencies or if the specialist would like the staff at the spoke/patient site to intervene mid-session: XXX-XXX-XXXX.
- 2) Local police or appropriate law enforcement agency phone number(s): XXX-XXX-XXXX (Local Police) or XXX-XXX-XXXX (State Police).

If the specialist at the hub/specialist site determines that a patient needs to be hospitalized the specialist will:

- 1) Inform the patient.
- 2) Contact the triage nurse or the crisis worker at the nearest inpatient facility to discuss the case.
- 3) Inform the primary care provider at the spoke/patient site. The spoke/patient site will assist with logistics in getting the patient to the ED and providing copies of medical records which can be given to the patient prior to leaving the office, if applicable.
- 4) The patient is sent to the ED.
- 5) The ED psychiatrist determines whether the patient should be admitted (voluntary or in-voluntary) and whether there is an available bed.

The specialist will be accessible by phone to the inpatient facility’s ED staff, if necessary.

Department:	Policy Description: Telehealth Check-in and Check-out for Patients
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH008
Approved by:	

Purpose: To ensure patients who are seen for telehealth appointments have an experience that mimics, as closely as possible, an in-person medical appointment.

Policy: Check-in and check-out for telehealth appointments will replicate as closely as possible an in-person medical appointment.

Procedure:

Check-In

The patient presents at the spoke/patient site as they would during a traditional, in-person visit with the provider at the spoke/patient site.

The patient registers at the front desk. Patient demographics and insurance information are verified at that time by spoke/patient site front desk staff. After checking in with front desk staff the patient is asked to wait in the spoke/patient site waiting room.

At the scheduled visit time, the patient is brought to the telehealth room by the spoke/patient site nurse or medical assistant. The nurse or medical assistant will ensure the telehealth technology works and the volume is acceptable to both parties before leaving the room. If this is a new patient, the nurse or medical assistant will also introduce the physician to the patient before leaving the session.

Check-Out

The specialist at the hub/specialist site will inform the patient that the telehealth visit has concluded. The patient will be asked to check-out with the scheduling staff at the spoke/patient site.

When the patient presents to the check-out area at the spoke/patient site, the staff member responsible for check-out will call the specialist at the hub/specialist site on their direct line to determine appropriate follow-up. The check-out staff will schedule the patient for their next telehealth appointment accordingly.

Department:	Policy Description: Telehealth Administration and Billing
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH009
Approved by:	

<p>Purpose: To ensure providing services via telehealth will be financially sustainable for the providers involved.</p>
<p>Policy: Providers participating in telehealth services will bill patient’s insurance for services rendered, if applicable.</p>
<p>Procedure: The spoke/patient site should bill the patient’s insurance for the telehealth facility fee for each telehealth session. If the spoke/patient site is not providing any medical services or care other than offering the telehealth link to the hub/specialist site, the spoke/patient site should bill the appropriate CPT code to recoup administrative expenses associated with the telehealth patient encounter.</p> <p>The hub/specialist site should bill the patient’s insurance using the appropriate CPT code for the visit with the GT modifier (representing the use of interactive audio and video telecommunications systems).</p> <p>In the event of a telephone consult given technical difficulty with the telehealth unit, all parties understand that the session may not be reimbursed by insurance.</p> <p>If a patient does not have insurance coverage for telehealth services, the spoke/patient and hub/specialist sites may bill the patient directly for services rendered.</p>

Department:	Policy Description: Telehealth Provider Communication
Page: 1 of 2	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH010
Approved by:	

<p>Purpose: To ensure relevant patient information is communicated in a timely manner between the provider at the spoke/patient site and specialist at the hub/specialist site.</p>
<p>Policy: The spoke/patient site will share pertinent patient information with the hub/specialist site prior to the first telemedicine appointment being scheduled and the hub/specialist site will share limited visit information with the spoke/patient site after the first telemedicine appointment.</p>
<p>Procedure: The provider at the spoke/patient site will have the opportunity to meet face-to-face with the telemedicine specialists at the hub/specialist site to whom they will be referring patients.</p> <p>The provider at the spoke/patient site and his or her staff will have access to the specialist's, at the hub/specialist site, direct telephone line if they have questions about medication or any other issues about the patient. The telemedicine physician's direct/personal number is not to be given out to patients. If the patient has questions about their medication, they are to contact the specialist on their main line during normal business hours.</p> <p>Patient information to be shared with the specialist at hub/specialist site prior to every new patient appointment via fax, e-fax, or secure electronic message:</p> <p><u>New patients:</u></p> <ol style="list-style-type: none"> 1. A completed telemedicine referral which includes date of referral, patient's name, DOB, medical record #, current insurance information, contact information, medical history/summary (includes medical diagnosis and current medication and dosage), preferred pharmacy name, referring physician name and signature, and any other pertinent information. 2. A copy of the patient's insurance card. 3. Signed <i>Telemedicine Consent</i> form (see telemedicine form #1). 4. Any other forms/consents the spoke/patient or hub/specialist site, or legal team requires including the signed Notice of Privacy Practices, Patient Rights and Responsibilities form and the HIE Consent to View form.

Department:	Policy Description: Telehealth Provider Communication
Page: 2 of 2	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH010
Approved by:	
<p><u>Returning patients:</u></p> <ol style="list-style-type: none"> 1. Any significant changes in clinical status, if applicable. <p>Visit information to be shared with the primary care provider at spoke/patient site after the first patient appointment via fax, e-fax, or secure electronic message:</p> <p><u>Consultation:</u></p> <ol style="list-style-type: none"> 1. Completed specialist consultation evaluation notes. <p><u>Ongoing Care:</u></p> <ol style="list-style-type: none"> 1. Completed specialist summary note to include diagnosis and medication(s) prescribed. Any changes in medication(s) prescribed would be communicated to the primary care provider, if applicable. 2. If a patient gets admitted to an inpatient psychiatric or substance abuse facility and the spoke/patient site is informed of the admission, a staff member at the spoke/patient site will let the specialist at the hub/specialist site know of the admission within 48 hours. The admitting physician will coordinate care of the patient (vs. the specialist) until he or she is released from the unit. The specialist at the hub/specialty site will coordinate discharge planning with the inpatient facility (if requested). In addition, the specialist will arrange for the patient to be seen, via a telehealth appointment, within 5 days of discharge. 	

Department:	Policy Description: Telehealth Prescribing and Medication Management
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH011
Approved by:	

<p>Purpose: To ensure telehealth patients are prescribed medication in a timely manner and are appropriately managed while on medication(s).</p>
<p>Policy: The specialist at the hub/specialist site will prescribe and manage telehealth patients' medications.</p>
<p>Procedure: The specialist at the hub/specialist site will confirm with the patient their pharmacy of choice.</p> <p>For prescriptions of non-controlled substances, the specialist will phone in the order to the patient's pharmacy of choice until electronic prescribing becomes standardized practice. For prescriptions of controlled substances, the specialist will call the patient's pharmacy of choice and place a 5-day order over the phone. In addition, a hardcopy of the prescription will be mailed directly to the patient's pharmacy of choice.</p> <p>Any medication prescribed will be documented in the patient's medical record held at the hub/specialist site. For patients receiving ongoing, telehealth care, a completed specialist summary note which includes diagnosis and medication(s) prescribed will be shared with primary care provider at spoke/patient site after the first patient appointment via fax, e-fax, or secure electronic message.</p> <p>The specialist at the hub/specialist site will manage telehealth patients' medication(s) throughout the course of treatment.</p> <p>If a patient misses a telehealth appointment and needs a prescription refill or has any questions about his/her medication, the patient is directed to call the spoke site at: XXX-XXX-XXXX. Staff at the spoke/patient site will contact the specialist at the hub/specialist site directly to discuss the prescription refill or question. Patients are asked to call <u>spoke site</u> at least 72 hours prior to running out of medication.</p>

Department:	Policy Description: Telehealth Technology Troubleshooting
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH012
Approved by:	

Purpose: To ensure telehealth technical difficulties are handled in a timely manner.

Policy: The spoke/patient and hub/specialist site will each be responsible for troubleshooting technical problems that are related to the systems located on their own end.

Procedure: At least one staff person at the spoke/patient and hub/specialist site will be assigned to managing telehealth technical difficulties related to the equipment at each end. The contact information for the responsible party/parties should be posted with the telehealth equipment at each site.

Marshall University School-Health Technical Assistance Center will ensure any data transmitted to/from each site involved is encrypted prior to the launch of the program.

If technology problems emerge mid-session, the specialist at the hub/specialist site should call the physician line at the spoke/patient site at XXX-XXX-XXXX. The staff at the spoke/patient site will move the patient to a location with a direct phone line so the telehealth appointment can be continued.

The specialist at the hub/specialist site will have posted on an ongoing basis the following phone numbers in the event of technical problem:

1) The spoke/patient site’s direct physician line: XXX-XXX-XXXX 2) The hub/specialist IT TA line: XXX-XXX-XXXX

2) Other IT TA: XXX=XXX-XXXX

Department:	Policy Description: Telehealth Technology Standard Operating Procedure
Page: 1 of 1	Replaces Policy Dated:
Effective Date:	Reference Number: WVTH013
Approved by:	

Purpose: To ensure telehealth technology is fully functional and secure.
Policy: The spoke/patient and hub/specialist site will each be responsible for viewing the Telehealth Equipment as a part of their facility's IT inventory. Updates will be executed according to each sites update policy.
Procedure: At least one staff person at the spoke/patient and hub/specialist site will be assigned to managing telehealth equipment updates. The contact information for the responsible party/parties should be posted with the telehealth equipment at each site.

Sample Business Associates Agreement And MOU

The information provided within the following Business Associate Agreement and Memorandum of Understanding examples, does not constitute, and is no substitute for, legal or other professional advice. Users should consult their own legal or other professional advisors for individualized guidance regarding the application of the law to their particular situations, and in connection with other compliance-related concerns.

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into effective _____ by and between _____ (the "Covered Entity") with an address at _____, (the "Business Associate"), with an address at _____ (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, _____ is considered a "Covered Entity" and _____ is considered a "Business Associate" as such terms are defined under the Health Insurance Portability and Accountability Act of 1996 (as amended, modified or superseded from time to time, "HIPAA") and the final Privacy Rule issued pursuant thereto (codified at 45 CFR Parts 160 and 164 as amended, modified, or superseded from time to time, the "Privacy Rule") (collectively, HIPAA, the Privacy Rule and any other state or federal legislation relating to the protection of health information is referred to herein as "Applicable Privacy Law"); and

WHEREAS, amendments to the HIPAA Regulations contained in the HIPAA Omnibus Final Rule became effective on March 26, 2013, and amended HIPAA's Privacy, Security, Breach Notification and Enforcement Rules: and

WHEREAS, the requirements of the HIPAA Administrative Simplification Regulations (including the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules) implement sections 1171-1180 of the Social Security Act (the Act), sections 262 and 264 of Public Law 104-191, section 105 of 492 Public Law 110- 233, sections 13400-13424 of Public Law 111-5, and section 1104 of Public Law 111-148.

WHEREAS, Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information, in conjunction with goods or services that are being provided by Business Associate to Covered Entity, that is confidential and must be afforded special treatment and protection;

WHEREAS, Covered Entity and Business Associate desire to enter this Agreement to comply with the Applicable Privacy Law;

THEREFORE, in consideration of the Parties' continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties. In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, Covered Entity and Business Associate agree as follows:

Defined Terms. Except as otherwise defined below or elsewhere in this Agreement, all capitalized terms shall have the meanings provided in 45 CFR 160.103 and 164.501. (For convenience, a few of the definitions are highlighted below.)

- a. **Breach** shall have the same meaning as the term "breach" in 45 CFR 164.402.
- b. **Business Associate** shall have the meaning given to such term in 45 C.F.R. § 160.103.
- c. **CFR** shall mean Code of Federal Regulations.
- d. **Agreement** shall refer to this entire document.
- e. **Covered Entity** the term "Covered Entity" (abbreviated as "CE") shall mean 1) a health plan; 2) a healthcare clearinghouse; 3) a healthcare provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.
- f. **Electronic Protected Health Information** shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

- g. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (CFR) at Title 45, Sections 160 and 164, Subparts A and E.
- h. **HIPAA Data Breach Notification Rule** means 45 CFR Part 164, Subpart D and any amendments thereto.
- i. **Individual** shall mean the person who is the subject of the Protected Health Information, and has the same meaning as the term “Individual” as defined by 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502.
- j. **Parties** the term shall mean Business Associate and Covered Entity.
- k. **Protected Health Information** the term “Protected Health Information” (abbreviated as “PHI”) shall mean any individually identifiable “health information” provided and/or made available by Covered Entity to Business Associate, and has the same meaning as the term “Health Information” as defined by 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes health information in electronic form.
- l. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- m. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
- n. **Security Incident** shall have the same meaning as the term “security incident” in 45 CFR 164.304. **Security Rule** means the Security Standards and Implementation Specifications at 45 CFR 164.306, 164.308, 164.310, 164.312, and 164.316.

- 2. **Use and Disclosure of PHI.** Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement and by the HITECH Act, or as Required by Law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of Covered Entity, provided that such use or disclosure of PHI would not violate Applicable Privacy Law if done by Covered Entity. The Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Except as otherwise limited in this Agreement or any other agreement between Covered Entity and Business Associate, Business Associate may also:
 - a. Use PHI for the proper management and administration of Business Associate contracted services or to carry out the legal responsibilities of Business Associate; and
 - b. Disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information may have been breached in which a Security Incident occurred.
- 3. **Permitted Uses and Disclosures by Business Associate.** In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information only if such use to disclosure, respectively, is in compliance with each applicable requirement of § 164.504(e) Title 45, Code of Federal Regulations. It means that:
 - a. **Refer to Underlying Services Agreement.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the signed agreement between the parties, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - b. **Use of Protected Health Information for Management, Administration and Legal Responsibilities.** Business Associate is permitted to use Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate.

c. Disclosure of Protected Health Information for Management, Administration and Legal Responsibilities. Business Associate is permitted to disclose Protected Health Information received from Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided:

i. The disclosure is Required by Law; or

ii. The Business Associate obtains reasonable assurances from the person to whom the Protected Health Information, including Electronic Health Information and/or Electronic Protected Health Information, is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information, and the person immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

iii. Business Associate may use or disclose Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

d. Data Aggregation Services. Business Associate is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 CFR 164.501, relating to the health care operations of Covered Entity.

4. **Safeguards.** Business Associate agrees to implement, maintain and use administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information and Electronic Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Privacy Rule, Security Rule, and HITECH Act 45 CFR 164.304.
5. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
6. **Security Rule.** Business Associate, shall comply with applicable provisions of the Security Rule (45 CFR 164.308, 310, 312, 316 and any amendments thereto) as required by the HITECH Act, including developing and implementing written information security policies and procedures and otherwise meeting the Security Rule documentation requirements.
7. **Downstream Contracts.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
8. **Access to PHI.** Business Associate, including its agents and subcontractors, shall provide access, at the request of Covered Entity, as soon as administratively practical and in no event later than 30 days following the Covered Entity's request, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet Covered Entity's requirements under 45 CFR 164.524. To the extent it maintains a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an individual, as soon as administratively practicable. Business associate agrees to make Protected Health Information available for purposes of accounting of disclosure, as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528.
9. **Amendments to PHI.** If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing.

Any denial of amendment of PHI maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.

10. **Access to Books and Records.** Business Associate agrees to make internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
11. **Documentation of Disclosures of PHI.** Within 10 days following notice by Covered Entity of subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR 164.528. As set forth in, and as limited by, 45 CFR 164.528, Business Associate shall not provide an accounting to Covered Entity of disclosures: (a) to carry out treatment, payment or health care operations, as set forth in 45 CFR 164.502; (b) to individuals of PHI about them as set forth in 45 CFR 164.502; (c) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR 164.510; (d) for national security or intelligence purposes as set forth in 45 CFR 164.512(k)(2); or (e) to correctional institutions or law enforcement officials as set forth in 45 CFR 164.512(k)(5). Business Associate agrees to implement a process that allows for an accounting of disclosures to be collected and maintained by Business Associate and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's written authorization, or a copy of the written request for disclosure. Such requirement shall not extend to disclosures occurring prior to April 14, 2003.
12. **Confidential Communications.** Business Associate shall, if directed by Covered Entity, use alternative means or alternative locations when communicating PHI to an individual based on the individual's request for confidential communications in accordance with 45 CFR 164.522.
13. **Responsibilities of the Covered Entity with Respect to Protected Health Information.**

The Covered Entity hereby agrees:

 - a. to advise the Business Associate, in writing, of any arrangements of the Covered Entity under the Privacy Regulations that may impact the use and/or disclosure of PHI by the Business Associate under this Agreement;
 - b. to provide the Business Associate with a copy of the Covered Entity's current Notice of Privacy Practices ("Notice") required by Section 164.520 of the Privacy Regulations and to provide revised copies of the Notice, should the Notice be amended in any way;
 - c. to advise the Business Associate, in writing, of any revocation of any consent or authorization of any individual and of any other change in any arrangement affecting the use and disclosure of PHI to which the Covered Entity has agreed, including, but not limited to, restrictions on use and/or disclosure of PHI pursuant to Section 164.522 of the Privacy Regulations;
 - d. use only if services involve marketing or fundraising to inform the Business Associate of any individual who elects to opt-out of any marketing and/or fundraising activities of the Covered Entity;
 - e. that Business Associate may make any use and/or disclosure of Protected Health Information as permitted in Section 164.512 with the prior written consent of the Covered Entity.
14. **Remuneration.** As of the effective date specified by HHS in final regulations to be issued on this topic, Business Associate shall not directly receive remuneration in exchange for any Protected

Health Information of an individual unless the Covered Entity or Business Associate obtains from the individual, in accordance with 45 CFR 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under HIPAA.

15. **Warranty for Transactions and Code Sets Rule.** If Business Associate conducts all or part of any transaction covered by 45 CFR Part 162 with or on behalf of Covered Entity (including but not limited to, claims payment and referral certification and authorizations), then Business Associate covenants and warrants that it shall comply with all applicable requirements of 45 CFR 162, and require its agents or subcontractors to comply with all applicable requirements of 45 CFR 162.
16. **Security Rule Compliance.** Business Associate shall comply with applicable provisions of the Security Rule (45 CFR 164.306, 308, 310, 312, 316 and any amendments thereto) as required by the HITECH Act, including developing and implementing written information security policies and procedures and otherwise meeting the Security Rule documentation requirements. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule.
17. **Breaches and Security Incidents.**
 - a. Privacy or Security Breach. Business Associate will immediately report to Covered Entity any use or disclosure of Protected Health Information not permitted for by this Agreement of which it becomes aware of; and any Security Incident of which it becomes aware of. Business Associate will treat the breach as being discovered in accordance with 45 CFR 164.410. A breach is considered discovered on the first day the Business Associate knows or should have known about it by exercising reasonable diligence. Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been breached. Business Associate agrees that such notification will meet the requirements of 45 CFR 164.410. If a delay is requested by a law-enforcement official in accordance with 45 CFR 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will at least:
 - i. Identify the nature of the breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any breach and the date of the discovery of any breach, no later than 24 hours after a breach is discovered;
 - ii. y the Protected Health Information that was subject to the non-permitted use or disclosure or breach (such as whether full name, social security number, date of birth, home address, account number of other information were involved) on an individual basis;
 - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - iv. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further breaches;
 - v. Identify what steps the individuals who were subject to a breach should take to protect themselves;
 - vi. Provide such other information, including a written report, as Covered Entity may reasonably request.
 - b. Security Incidents. Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report monthly, except that if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set

forth in the paragraph above.

18. Representations and Warranties of Both Parties.

Each party represents and warrants to the other Party that:

- a. it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized or licensed;
- b. it has the power to enter this Agreement and to perform its duties and obligations hereunder;
- c. all necessary corporate or other actions have been taken to authorize the execution of the Agreement and the performance of its duties and obligations;
- d. neither the execution of this Agreement nor the performance of its duties and obligations hereunder will violate any provision of any other agreement, license, corporate charter or bylaws of the Party;
- e. it will not enter nor perform pursuant to any agreement that would violate or interfere with this Agreement;
- f. it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- g. neither the Party, nor any of its shareholders, members, directors, officers, agents, employees or contractors have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any Federal or state healthcare program, including but not limited to Medicare or Medicaid or have been convicted, under Federal or state law of a criminal offense;
- h. all its employees, agents, representatives and contractors whose services may use or disclose PHI on behalf of that Party have been or shall be informed of the terms of this Agreement;
- i. all its employees, agents, representatives and contractors who may use or disclose PHI on behalf of that Party are under a sufficient legal duty to the respective Party, either by contract or otherwise, to enable the Party to fully comply with all provisions of this Agreement. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

19. Term and Termination.

- a. Term. The Term of this BA Contract shall be effective as of Effective Date, and shall terminate on whichever date comes first (i) the date of termination pursuant to paragraph 21b, or (ii) when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the following paragraphs.
- b. Termination of Agreement by Covered Entity. Upon the Covered Entity's knowledge of a material breach of this Agreement by Business Associate, the Covered Entity shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach and then terminate this Agreement if Business Associate does not cure the breach within the time specified by Covered Entity;
 - ii. Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Termination of Agreement by Business Associate. Upon the Business Associate's knowledge of a material breach of this Agreement by Covered Entity, the Business Associate shall either:
 - i. Provide an opportunity for the Covered Entity to cure the breach and then terminate this

Agreement if Covered Entity does not cure the breach within the time specified by Business Associate;

ii. Immediately terminate the Agreement if Covered Entity has breached a material term of this Agreement and cure is not possible; or

iii. If neither termination nor cure is feasible, Business Associate shall report the violation to the Secretary.

d. Effect of Termination of Agreement for Any Reason.

i. Except as provided in paragraph ii of this Section 20(d), upon termination of this BA Contract, for any reason, Business Associate shall promptly return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to all Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. If the Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall promptly provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notifying Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

20. **HITECH Act.** This Agreement incorporates herein by reference the applicable provisions of Title XIII of the American Recovery and Reinstatement Act of 2009 known as the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, including but not limited to, the regulatory provisions described in 74 Federal Register 56123-56131 (October 30, 2009).

21. **Miscellaneous.**

a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section then in effect or as amended.

b. **Amendment.** The Parties agree that if Applicable Privacy Law changes, this Agreement shall be deemed to incorporate such changes as necessary for Covered Entity to operate in compliance with the amended or modified requirements of Applicable Privacy Law.

c. **Survival.** The respective rights and obligations of Business Associate under paragraphs 9, 19(c) and 19(d) shall survive the termination of this Agreement.

d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with Applicable Privacy Law.

e. **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights) remedies, obligations or liabilities.

f. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate’s own purposes.

g. **Agreement Provisions.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of the Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such Party shall notify the other Party in writing. For a period of up to 30 days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such 30-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either Party has the right to

terminate upon written notice to the other Party. This Agreement shall be construed per the laws of the State of West Virginia applicable to contracts formed and wholly performed within that State. The Parties further agree that should a cause of action arise under any Federal law; the suit shall be brought in the Federal District Court where the Covered Entity is located.

21. **Entire Agreement.** This Agreement consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or agreements relating to this Agreement which are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Amendment as of the Effective Date.

Business Associate

Covered Entity

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Hub Site) AND THE (Spoke Site) REGARDING TELEMEDICINE CONSULTATIONS

1. PARTIES. The parties to this Agreement are (insert legal description and full address), and (insert legal description and full address).
2. AUTHORITY. This agreement is authorized under the provisions of (insert any necessary authority).
3. PURPOSE. To outline the administrative and clinical procedures for generating and reviewing telemedicine consultations. This (is/is not) a chargeable agreement. Reimbursement for services provided by (insert consultant name here) to (insert referring site name here) is through the (insert payer name here, or reference section outlining reimbursement process).
4. BACKGROUND. Telemedicine enables a provider to generate an electronic record that can be transmitted and stored for a designated provider to review, or consult on. Using telemedicine can eliminate the need for a patient to travel to the consultant site and improve access to limited services. Both parties understand the need to treat all information generated from, or in conjunction with, a telemedicine consult as a traditional face-to-face consultation and comply with current HIPAA privacy & security rules. Additional services and requirements are described in the following paragraphs.
5. RESPONSIBILITIES:

Referring/Spoke Site

- a. Designate a staff member in writing as the facility telehealth coordinator.
- b. Provide (consultant) a current contact list for key office personnel to include Provider/s, Office/Practice Manager and telehealth coordinator. The contact list will include phone numbers, fax number and email addresses for key personnel.
- c. Insure Private Health Information is protected (HIPAA Privacy & Security Rules).
- d. Complete necessary health care forms as required by current regulations and directives.
- e. Insure patient information is complete and transmitted with each case.
- f. All required insurance information is completed and sent with the consult request.
- g. Insure staff generating and/or handling telemedicine consults receive initial user training and annual refresher training on the proper use of cart peripherals.
- h. Notify consulting provider by telephone of any urgent cases.

Consultant/Hub Site

- a. Provide consultation report to the referring provider within (select agreed time frame 24/48/72) hours of request.
- b. Notify the Office Manager of any discrepancy with patient or billing information.
- c. Insure required forms are completed at the time of care to include: Work/Duty Limitations. Profile Status. If warranted, Providers may contact the referring site directly (phone, fax, or email).
- d. Insure Private Health Information is protected (HIPAA Privacy & Security Rules. HIPAA.
- e. Provide timely billing of services to: (name/Address of organization-if appropriate)
- f. Provide (referring site name) with necessary credentialing documentation as required.
- g. The (site name) agrees to pay (consultant name) for services on a (monthly, 10 day, etc.) for services provided.

6. POINTS OF CONTACT:

Point of Contact for (referring site) (name/address/phone) e-mail:

Point of contact for (consulting site) (name/address/phone) e-mail:

Point of contact for (additional POCs) (name/address/phone) e-mail:

- 7. OTHER PROVISIONS. Nothing in this agreement is intended to conflict with current law or regulation. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- 8. EFFECTIVE DATE. The terms of this agreement will become effective on the date of the last signature below.
- 9. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties.
- 10. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect for a period of (# of years) years from the effective date. The agreement may be extended by mutual agreement of the parties. Either party upon 90 day written notice to the other party may terminate this agreement.

APPROVED BY:

Signed: (name) (Title) Referring Site

Date

Signed: (name) (Title) Consulting Site

Date

Telehealth Process and Utilization Data

<http://survey.constantcontact.com/survey/a07egd6auyojw9d7tyg/start>

- 1. Enter the **site location** for this report. (Please note that if your project provides services at more than one site, you will need to complete a report for each site and then enter that information into Survey Monkey)

Site Location for this Report: _____

- 2. Please enter the month for which you are reporting. _____
- 3. Number of requests/referrals for telehealth services. _____
- 4. Number of requests for telehealth services that were successfully scheduled. _____
- 5. Number of requests for telehealth services that were successfully completed. _____
- 6. Number of telehealth visits that included a parent/guardian in addition child/adolescent. _____
- 7. Number of requests for telehealth services that were scheduled but NOT completed. _____
- 8. Indicate the number of times *within this reporting period* WHY telehealth services were NOT completed.

Distant provider was not available _____

Presenter/originating provider was not available _____

Necessary consents/records were not available. _____

Technical problems _____

Patient failed to appear _____

Patient refused the telehealth visit _____

Other (please specify) _____

- 9. Number of COMPLETED visits that were impacted by technical difficulties. _____
- 10. Indicate the number of times *this reporting period*, technical issues impacted the telehealth visits.

Dropped connection _____

Poor video quality _____

Poor audio quality _____

Other (please specify) _____

- 11. Number of Satisfaction Surveys (all types) completed & entered into Survey Monkey _____

- 12. Average number of minutes per telehealth encounter (including prep & charting) _____

- 13. Average number of video minutes per telehealth encounter. _____

14. Indicate the number of times *this reporting period*, that the telehealth encounter resulted in any of the following:

Corroborated initial diagnosis/treatment plan. _____

Resulted in a definite diagnosis/treatment plan. _____

Confirmed need for face-to-face visit with distant provider. _____

Confirmed need for urgent/emergent transport. _____

Avoided need for face-to-face visit with distant provider. _____

No change in diagnosis or treatment plan. _____

Change in diagnosis or treatment plan. _____

Other (please specify) _____

15. Indicate the total number of telehealth encounters by insurance type *for this reporting period*.

Medicaid _____

WV CHIP _____

Private/Employer Insurance _____

None _____

Self-Pay _____

16. Indicate the total number of telehealth encounter by gender *for this reporting period*.

Female _____

Male _____

17. Indicate the total number of telehealth encounters by age group *for this reporting period*.

Less than 12 ____ 12–17 ____ 18–24 ____ 25–34 ____ 35–44 ____

45–54 ____ 55–64 ____ 65 or older ____

Telehealth Referring / Spoke Provider Satisfaction Survey

<http://survey.constantcontact.com/survey/a07egd70ew3jw9kw85v/start>

Please tell us about your experience using telehealth. The information that you provide will help us to make improvements in this method of bringing important healthcare to those who otherwise may not receive this care.

Your individual answers and comments will not be shared with anyone except in an aggregate report. We appreciate your input.

1. Site Location: _____

2. What is your role as the referring provider?

Medical Provider LPC LGSW LICSW LCSW Other _____

3. Thinking about your experience using telehealth services, how would you rate the following?

	Strongly Agree	Agree	Neither agree nor disagree	Disagree	Strongly Disagree
I could clearly see the consulting provider during the visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I could clearly hear the consulting provider during the visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The telehealth visit was as good as a face-to-face visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Technical difficulties distracted me from the consultation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Using telehealth takes longer than a face-to-face consult.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Telehealth improves clinical efficiency.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My communication with the consulting provider was unimpaired by the use of telehealth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The "doctor-patient" rapport was unimpaired by the use of telehealth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The patient was comfortable with the telehealth consult.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall, I am satisfied with the use of telehealth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. Please provide any additional comments or suggestions about your experience using telehealth.

Telehealth Consulting / Hub Provider Satisfaction Survey

<http://survey.constantcontact.com/survey/a07egd76kjeiw9mogeiz/start>

Please tell us about your experience using telehealth. The information that you provide will help us to make improvements in this method of bringing important healthcare to those who otherwise may not receive this care.

Your individual answers and comments will not be shared with anyone except in an aggregate report. We appreciate your input.

1. Site Location: _____

2. What is your role as the consulting provider?

- Psychiatrist
 Licensed Psychologist
 Psychiatric Nurse Practitioner
 LPC
 LGSW
 LICSW
 LCSW
 Other _____

3. Thinking about your experience using telehealth services, how would you rate the following?

	Strongly Agree	Agree	Neither agree nor disagree	Disagree	Strongly Disagree
I could clearly see the referring provider during the visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I could clearly hear the referring provider during the visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The telehealth visit was as good as a face-to-face visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Technical difficulties distracted me from the consultation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Using telehealth takes longer than a face-to-face consult.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Telehealth improves clinical efficiency.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My communication with the referring provider was unimpaired by the use of telehealth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The "doctor-patient" rapport was unimpaired by the use of telehealth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The patient was comfortable with the telehealth consult.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall, I am satisfied with the use of telehealth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. Please provide any additional comments or suggestions about your experience using telehealth.

Parent Telehealth Satisfaction Survey

<http://survey.constantcontact.com/survey/a07egd7a39w9ns1ij/start>

Please tell us about your experience using telehealth. The information that you provide will help us to make improvements in this method of bringing important healthcare to children and adolescents who may not otherwise receive this care.

You are not required to answer any question that makes you feel uncomfortable. Your individual answers and comments will not be shared with anyone. If you choose not to answer any questions, your child will still receive services. We appreciate your input.

1. Site Location: _____

2. What grade is your child currently in?

PK K 1 2 3 4 5 6 7 8 9 10 11 12 Grad

3. What insurance does your child have?

Medicaid WV CHIP Employer/Private None Self-Pay

4. Thinking about the school-based telehealth services your child received, how would you rate the following:

	Strongly Agree	Agree	Neither agree nor disagree	Disagree	Strongly Disagree
The staff provided me with enough information to know how telehealth would work.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I was given the option to be present during my child's visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The staff contacted me after my child's visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I did not have to take time away from work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My child is comfortable using telehealth for visits with the therapist.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall, I am satisfied with the use of telehealth for my child.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Please provide any additional comments about your experience with telehealth for your child.

Client Telehealth Satisfaction Survey

<http://survey.constantcontact.com/survey/a07egd78ikcjw9n7h1i/start>

Please tell us about your experience using telehealth. The information that you provide will help us to make improvements in this method of bringing important healthcare to those who may not otherwise receive this care.

You are not required to answer any question that makes you feel uncomfortable. Your individual answers and comments will not be shared with anyone. If you choose not to answer any questions, you can still receive services. We appreciate your input.

1. Please tell us where you had your telehealth visit? _____

2. Please place a check by your age group.

Less than 12 ___ 12 –17 ___ 18–24 ___ 25–34 ___ 35–44 ___ 45–54 ___ 55–64 ___ 65 or older ___

3. Gender: Female Male

4. Thinking about the telehealth service you received today, how would you rate the following?

	Strongly Agree	Agree	Neither agree nor disagree	Disagree	Strongly Disagree
I could clearly see the therapist during the visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I could clearly hear the therapist during the visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The telehealth visit was as good as a face-to-face visit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The camera and other equipment embarrassed me or made me feel uncomfortable.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I would have had to miss school/work to see this therapist, if it were not for telehealth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My parents like it that I use school-based telehealth. (Students only)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall, I am satisfied with using telehealth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Please provide any additional comments or suggestions about your experience with telehealth.

Telehealth Changes within West Virginia due to COVID-19 Pandemic

Due to the World Health Organization declaring Coronavirus disease (COVID-19) a pandemic, the West Virginia Bureau for Medical Services has made numerous changes allowing for the expanded use of telehealth and telemedicine. For more information:

Telehealth

[Psychological Testing and Evaluation Services through Telehealth Modality \(Updated\) June 11, 2020](#)

[Tele dentistry](#)

[Non-Emergent E&M Visits through Telehealth Modality Revised-See Coronavirus Disease Telehealth Educational Handout](#)

[Coronavirus Disease Telehealth Educational Handout](#)

[Telehealth Modality for Occupational, Physical or Speech Therapy](#)

[Psychological Testing and Evaluation Services through Telehealth Modality \(Updated\)](#)

[Telehealth Modality](#)

[Non-Emergent E&M Visits through Telehealth Modality at Federally Qualified Health Center and Rural Health Clinic \(FQHC/RHC\) Locations](#)

Behavioral Health Services

[ACT Services \(Updated\)](#)

[Psychological Testing and Evaluation Services through Telehealth Modality \(Updated\)](#)

[Medication Assisted Treatment Services Counseling/Therapy Requirements Updated](#)

[Behavioral Health Providers Reimbursement Rates](#)

[Psychiatric Residential Treatment Facilities \(PRTFs\) Reimbursement Rates](#)

[Medication Assisted Treatment Services Counseling/Therapy Requirements](#)

[Ending of Admission Ban Requirements of Retaining Members in Substance Use Disorder\(SUD\) Residential Adult Settings](#)

[Retaining Members in Substance Use Disorder \(SUD\) Residential Adult Services \(RAS\) Settings](#)

[Community Psychiatric Support Treatment Providers \(CSU\)](#)

[ACT Services](#)