



Telemedicine Implementation Guide



"Building a Strong North Country Healthcare System"



Adirondack Health Institute

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* Please note that document is meant solely as a resource document for partners to utilize when looking at adding telemedicine to their already existing service lines.

Introduction

Fort Drum Regional Health Planning Organization (FDRHPO) and Adirondack Health Institute (AHI) have come together to provide telemedicine resources to our PPS's and corresponding regions to help create a regional telemedicine collaboration. David Johnson, Telemedicine Program Coordinator from FDRHPO, and Katy Cook, Telemedicine Project Coordinator from AHI, are funded through a rural health network grant.

The North Country Telehealth Partnership (NCTP) facilitates the expansion of telemedicine across 11 counties in Upstate New York:

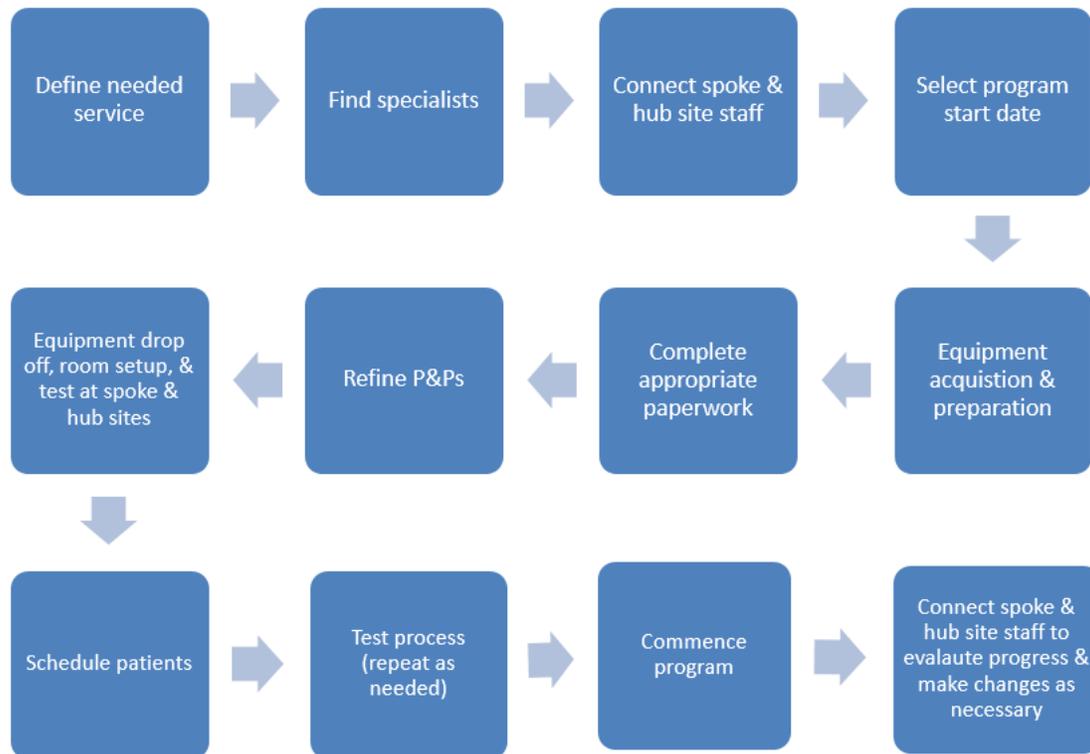
- Clinton
- Essex
- Franklin
- Fulton
- Hamilton
- Jefferson
- Lewis
- Saratoga
- St. Lawrence
- Warren
- Washington

NCTP provides comprehensive telemedicine project support including connecting organizations to specialists, providing insight on equipment and software, support for developing telemedicine policy and procedures, and program planning and implementation.

Over the years, telemedicine has grown quickly as equipment costs have decreased and there is more support from a regulatory and reimbursement perspective. Organizations are bombarded with telemedicine and telehealth as companies vie to be the best in the business. This abundance of information can seem overwhelming and leave organizations with no clear path of how to create a successful, efficient, and effective telemedicine program. This implementation guide is a resource to assist navigating the world of telemedicine.

The implementation process has been broken down into twelve steps with three corresponding levels to accomplish getting any telemedicine program up and running.

TELEMEDICINE PROCESS CHART

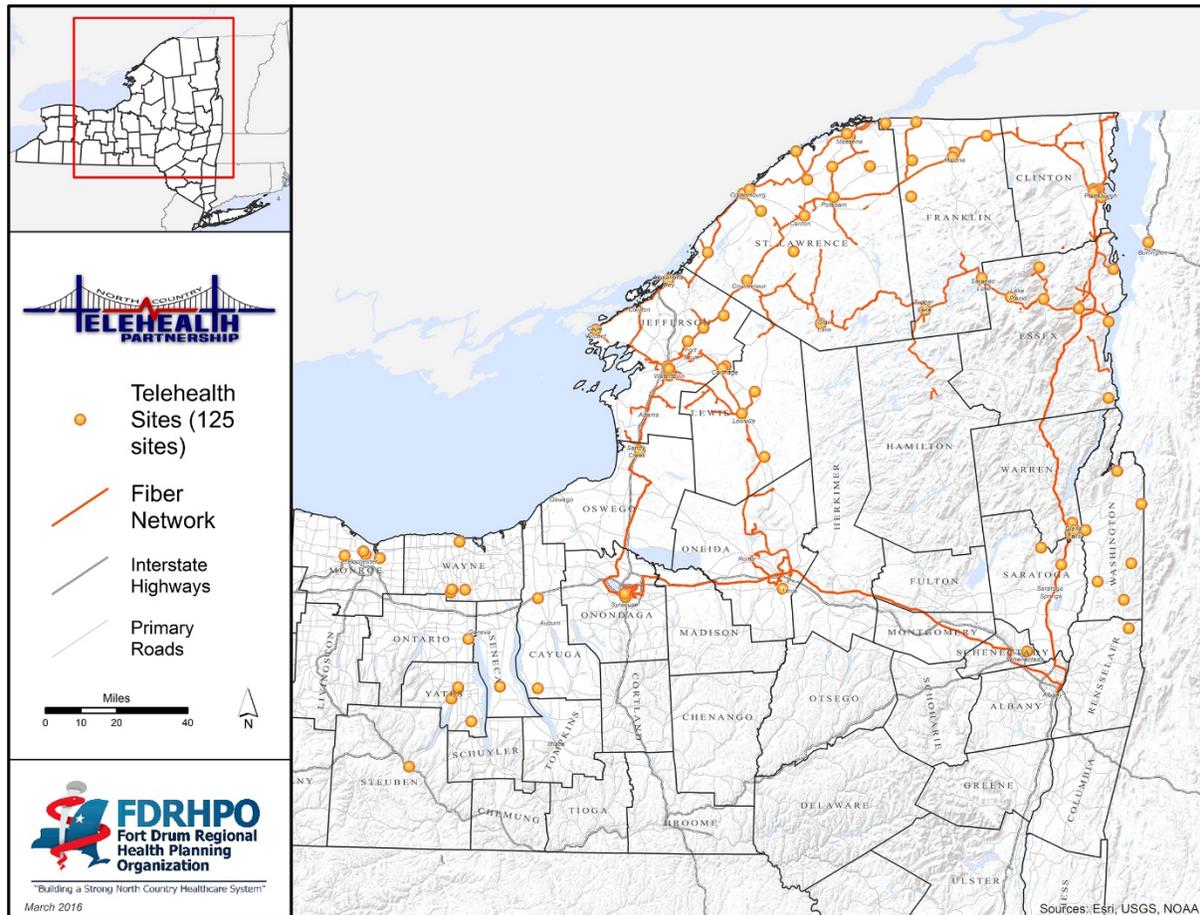


The next few pages break down the process chart and correlate each step into one of three categories:

- 1) *Engagement*
 - a. The organization's needs and readiness have been assessed to ensure telemedicine is an appropriate fit.
- 2) *Implementation*
 - a. Equipment has been installed and staff is being trained.
- 3) *Production*
 - a. The program has commenced and the first telemedicine encounter has occurred. Performance metrics are being monitored/evaluated to ensure success.

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. Bring in the key stakeholders *early* to allow for easier development and acceptance.

North Country Telehealth Partnership Network Map



Funding for the infrastructure and equipment to support the North Country Telehealth Partnership has come through the Federal Communication Committee’s “Rural Health Care Pilot Program” and the New York State Department of Health’s “HEAL 21” grant.

The infrastructure includes two fiber-optic networks — the Adirondack-Champlain Telemedicine Information Network (ACTION) and the North Country Telemedicine Project (NCTP).

ACTION is a regional, fiber-optic broadband telecommunications/telemedicine network that connects participating entities at sites within Clinton, Essex, Franklin, Rensselaer, Saratoga, St. Lawrence, Warren and Washington counties in New York, and Chittenden County in Vermont. NCTP is also a regional, fiber-optic broadband telecommunications/telemedicine network, connecting participating entities in Jefferson, Lewis, Oneida, Onondaga and St. Lawrence counties in New York.

Engagement

Step 1: Define Needed Service

To have a solid foundation for any telemedicine program, ensure a service line is chosen that makes sense to the organization. Even though a technology service line with telemedicine seems innovative and exciting, it does not mean it is the appropriate fit. The first step in this process is completing a *needs assessment*.

A needs assessment includes the following:

- Collecting and analyzing data to determine the current level of service availability and where that service level ideally should be (also known as a gap analysis).
- Understanding community need, defining the nature and scope of this unmet need, and reviewing the current vs. desired state.
- Can be formal or informal - may already be aware of what types of services the organization could benefit from.

When conducting a needs assessment, remember to ask these questions (link to sample questions in Appendix):

- 1) Has the organization recently lost a provider?
- 2) What types of service lines are missing?
 - a. Is the organization sending away patients because of a missing service line?
 - b. What unmet service needs are present?
 - c. What level of service is needed?
- 3) Where are patients being referred to and why? Collect information by reviewing billing and referral records, patient surveys, and public health data. **Do not go off of perceived needs.**
- 4) Does the organization have a provider(s) who is overburdened?
- 5) Are there specialists who can take on more patients?
- 6) Does the organization have the willingness and desire to fund this or to seek out funding assistance?
- 7) **Most** importantly, what *potential barriers* does the organization face in implementing telehealth?
 - a. Financing or lack of capital
 - b. Lack of personnel or skills
 - c. Lack of equipment or peripherals
 - d. Inadequate IT infrastructure or IT support (if needed, a separate technology needs assessment can be completed)
 - e. Lack of knowledge of the implementation process

The other important step is to complete a *readiness assessment*. The readiness assessment should assist in identifying the new program by addressing the following:

- How does this proposed project align with the current organization?
- Is there stakeholder support and the resources (both financial and staff) to move forward?

The needs and readiness assessment go hand in hand and should be completed, reviewed, and necessary changes made before moving onto the next step. It does not matter which order the assessments are completed in. They can even be completed simultaneously, as long as they are done.

When completing the readiness assessment, remember to ask these questions (some organizations also find that a SWOT analysis is helpful in this step):

- 1) Will this program fit into the organization's goals and mission?
- 2) Are there administrative and clinical champions? Is there organizational support?
- 3) Are there providers who are willing to add telemedicine to their current caseload?
- 4) Is there a staff member who owns this program? Do they have the appropriate level of approval to move the project forward?
- 5) Have all major organizational barriers been addressed?
- 6) What is the organization's financial situation? Is funding available? Are there competing initiatives?
- 7) What are the organization's strengths?
 - a. Patient engagement?
 - b. Staff loyalty?
 - c. Partnerships?

The readiness assessment will help to discover where the organization's strengths lie, assist in clarifying needs, and pinpoint where problems may arise during the implementation process.

The needs assessment helps to point the organization in the direction of what services are needed. The readiness assessment helps ensure the organization will support and sustain the program.

Both valuations are key to creating a sustainable program that can grow and adapt as needs change.

Engagement

Step 2: Find Specialists

This next step should flow fluidly from the needs and readiness assessments. Building off of the prior work, it is time to identify which site type the telemedicine program will be. There are two site types:

Hub Site (Distant Site)

- A site with a specialist who is providing the care

Spoke Site (Originating Site)

- A site with the patient receiving the care

An organization can be both a hub and a spoke site. There may be a specialist who has the ability to provide care to other organizations, and there may be a specialist shortage as well. An organization can also be both sites internally (if there are multiple sites, perhaps it is easier to keep a provider at a more urban location and connect them with one of the more rural sites).

The next step involves finding the specialist that the organization needs. There are two ways to locate specialty providers:

- 1) Regional Provider
- 2) Telemedicine Company

A regional provider is exactly as it sounds - a provider in the area that has the ability to contract their time. Options include:

- 1) Contracting with a larger hospital system in the area or state.
- 2) Utilizing a contract service that the organization typically already sends patients to.
Now, those patients can receive care closer to home.

A telemedicine company is one that provides telemedicine services through their providers directly to the organization. The providers are employed by that organization, but are contracted to work on your behalf. Telemedicine companies who do this may also allow marketing of their providers as a part of your network for a seamless fit with patients and staff.

The needs and readiness assessments will assist in determining the best provider arrangement. Many organizations like to work with regional providers because they may already have an established relationship. However, this option doesn't always fill the growing need, and outsourcing to a telemedicine company may be the answer.

When researching the best provider fit, some questions to think about are:

- 1) What type of provider is the organization looking for?
- 2) What type of care will be provided?
 - a. Primary
 - b. Urgent
 - c. ED
- 3) How will the provider be used?
 - a. On Call
 - b. Block Scheduling
 - c. Individual Appointments
- 4) How often will the provider be used?
 - a. Daily
 - b. Weekly
 - c. Monthly
 - d. Nightly
 - e. Weekends

There are a multitude of ways to find the right company that aligns with the organization. Consider the following resources when conducting research:

- 1) Contact David Johnson or Katy Cook
- 2) Contact the Northeast Telehealth Resource Center
- 3) Search the telemedicine database located on the American Telemedicine Association website
- 4) Other organizations that already have a well-established telemedicine program
- 5) Google

Never be afraid to ask questions. These companies are here to aid health care organizations in providing specialty services to patients who otherwise would not have access. Treat this process as an interview to find the right fit.

Implementation

Step 3: 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, which can include but is not limited to:

- 1) *Provider(s)*
- 2) *Nurses, LPN's, or CNA's* – these individuals will likely be the clinical presenters
- 3) *Program Manager or Developer* – someone in an operational role with project management experience
- 4) *Telehealth Coordinator* – in smaller organizations, this person can also serve as the program manager or clinical presenter
- 5) *Front Office Staff*
- 6) *Billing and Finance*
- 7) *Medical Director* - can serve as the Clinical Director of the program
- 8) *IT Staff* – technical specialist or network analyst
- 9) *Legal*

The biggest challenge may be finding the right people. Interested and enthusiastic individuals who are committed to the success of the program will be key. Creating a staffing matrix may assist in fulfilling any vacant roles. A link to a sample list of key staffing roles and their subsequent job descriptions can be found in the Appendix of this document.

Implementation

Step 4: Select a Program Start Date

This step is often overlooked because it is easy. However, it is crucial to the successful commencement of any telemedicine 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 charter to record and track progress on tasks. Execute the plan in order 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.

Implementation

Step 5: Equipment Acquisition and Preparations

Now comes the fun piece of telemedicine program implementation: finding the right equipment. There is a reason that this is step 5 and not step 1. To make sure an organization has the appropriate equipment, knowing what the program will look like is crucial. The newest and most innovative telehealth technology may seem appealing, but what's really needed is a basic laptop or desktop to fill the program needs. While prices have dropped in the technology of telehealth, they can still cost an organization time and money that they might not necessarily have.

Knowing what the program will look like will make it easier when researching and contacting companies to discuss equipment and software needs.

How does an organization pick the right technology? Start by answering certain questions pertaining to the mode of service delivery (link to sample technology needs assessment in Appendix):

- 1) What type of provider will be using this system?
 - a. Do vitals need to be directly transmitted to the provider?
- 2) Where will the technology be placed? Does the organization have an established room? What is the signal strength in that room or area?
- 3) How many people will be using the technology? Do additional staff need to be hired?
- 4) Was a telemedicine company chosen to provide services?
 - a. If so, ask them what they recommend.
- 5) Was a regional provider working at a location that already has a telemedicine program in place chosen?
 - a. If so, ask them what they recommend.
- 6) What are the technological requirements? Operational requirements? Clinical requirements? Carefully review the complete descriptions of equipment specifications and requirements from both a clinical and operational perspective.

Once the technology and equipment have been chosen, also consider the following:

- 1) How will this equipment be funded? Ensure there is room in the budget for upgrades or newer versions/models of equipment/software.
- 2) Will this new service create revenue or will it impact the organization's financials?
- 3) Who will manage the technology and troubleshooting efforts?
- 4) 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.
- 5) How will this new service integrate into current operations?
- 6) What ongoing training and education will be needed or required?

Implementation

Steps 6 & 7: Complete Appropriate Paperwork and Refine Policies and Procedures

These steps can be done simultaneously and can be completed once the program has been finalized. The items to review and implement are:

- 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.
- 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 in the event that someone leaves. These documents should be kept both electronically and on paper and be reviewed at least once per year.
- 3) *Business Associates Agreement*
- 4) *Reimbursement* – it is crucial to understand the existing reimbursement methods and current payer mix.
- 5) *Work Flow*
- 6) *Special Consent Forms for Telemedicine*
- 7) *Marketing/Communication Strategy* – newsletter, website post, news releases, social media, patient brochures in a hospital or health center.

Production

Step 8: Schedule Patients, Test the Process, and Commence the Program

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

- 1) *Staff Training on Equipment* – test, test, and test again! Ensure that all staff members who will be involved in telemedicine encounters have been thoroughly trained on the equipment, know how to use all peripherals, know who to contact if technical issues arise, etc. and feel confident.
- 2) *Room Design* – Clarity and accuracy during video encounters is of the utmost importance. Consider the following when selecting a telemedicine 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 telemedicine examination 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.
- 3) *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.
- 4) *National School of Applied Telehealth* – All involved staff members of the telemedicine program should highly consider taking the online certification course provided by the National School for Applied Telehealth (link in Appendix).

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.

From this point, commence the program and celebrate success!

Production

Step 9: Connect Spoke and Hub Site Staff to Evaluate Progress and Make Changes as Necessary

The final phase of implementation, Production! The patient and specialty sites have been connected, a start date has been chosen, and the program has commenced with the first telemedicine encounter.

To ensure continued success of the program, it is crucial to evaluate progress and monitor performance. A communication plan should be in place prior to implementation. Consider having quarterly meetings (at a minimum) once the program is up and running to allow all health center or hospital staff to discuss the program, air any concerns, and implement changes where necessary.

There are several questions to keep in mind when evaluating performance of any telemedicine program:

- 1) How will the organization measure, track, and achieve targets for volume and utilization?
- 2) What data collection methods will be used and what reports will be produced? Who will have access to these reports?
- 3) If targets are not met, what improvement methods are in place? Is there an existing quality improvement process that can be mirrored for the telemedicine program?
- 4) Are risks or challenges being identified and managed?

Some examples of performance indicators for in-person telehealth visits include:

- 1) Percentage of all health services/encounters performed using telehealth
- 2) Telehealth services provided: total and by type of service
- 3) Percentage of telehealth encounters started and not completed: total and by reason
- 4) Average time from telehealth service request to actual telehealth scheduled encounter
- 5) Average number of video minutes per telehealth encounter

Some examples of performance indicators for Remote Patient Monitoring services include:

- 1) Improved quality of life scores
- 2) Percent change in re-admission rates
- 3) Percent change in visits to PCP
- 4) Average number of in-home care RN encounters per episode of care
- 5) Percent change in length of ICU stay

Congratulations on continued success and do not hesitate to reach out to David Johnson or Katy Cook with any questions or concerns!

Helpful Links

- 1) Needs Assessment Video: <http://www.caltrc.org/knowledge-center/videos/>
- 2) Medicaid Regulation and Reimbursement: <https://www.medicaid.gov/medicaid/benefits/telemed/index.html>
- 3) Medicare Regulation and Reimbursement: <http://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/Downloads/TelehealthSrvcsfctsht.pdf>
- 4) DOH and OMH Regulations: <http://www.telehealthny.org/providers/legislation-regulations/>
- 5) Sample Contract for Credentialing: <http://www.umtrc.org/resources/sample-forms-templates/ctel-physician-credentialing-and-privileging-agreement-between-hospitals-template/?back=Resources>
- 6) Sample Staffing Roles and Job Descriptions: <http://www.cpc.org/cpc/assets/File/Policy-and-Advocacy/Active-Policy-Issues/HIT/Telehealth/2012-02-14-billing-program-setup-sample-job-descriptions.pdf>
- 7) Adirondack Health Institute: <http://www.ahihealth.org/>
- 8) Fort Drum Regional Health Planning Organization: <http://www.fdrhpo.org/>
- 9) North Country Telehealth Partnership: <http://www.telehealthny.org/>
- 10) American Telemedicine Association: <http://www.americantelemed.org/home>
- 11) National School of Applied Telehealth: <https://www.nationalschoolofappliedtelehealth.org/oltpublish/site/cms.do>

Appendix

1) Sample Telemedicine Readiness Assessment:

I. ORGANIZATIONAL AWARENESS AND LEADERSHIP							
The organization's leadership needs to clearly define and articulate the goals and expectations for the success of the program, and ensure that the financial, technical and human resources that will be required to support the program are in place.					<i>Numeric Score</i>		
<i>Your organization...</i>							
1	Has aligned the goals of the telehealth program with the organization's vision and mission.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
2	Has a history of providing innovation leadership (strategic innovation).	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
3	Is willing to appoint an executive-level telehealth program sponsor.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
4	Has senior leadership willing to support the success of the telehealth program.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
5	Is willing to incorporate the results of the telehealth program in the incentive compensation of senior management from enabling departments.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
6	Will assign a senior clinical resource person to the telehealth program.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
7	Will assign a senior IT resource person to the telehealth program.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
8	Will assign a dedicated program manager to the telehealth program.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
9	Has a common understanding of the potential medical outcomes or benefits from implementing a telehealth program.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
10	Has a common understanding of the potential workforce efficiencies and financial returns from implementing a telehealth program.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
11	Has a common understanding of the potential liabilities from implementing a telehealth program.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3
12	Is willing to commit or attract the funding required to implement a telehealth program.	<input type="radio"/> Strongly Disagree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Neutral	<input type="radio"/> Agree	<input type="radio"/> Strongly Agree	3

II. ORGANIZATIONAL PLANNING AND PREPAREDNESS

Organizations need to ensure that key stakeholders have a shared vision for the program, that the clinical staff is prepared for the process changes and new roles and responsibilities, and that the care protocols and training resources to support the successful introduction of telehealth into the workflow are in place.

Your organization...

Numeric
Score

1	Has a clear understanding of each of the staff roles required to implement and operate a telehealth program (e.g., program coordination, care coordination, patient selection/intake, staff/patient training, equipment support, installation, marketing).	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
2	Possesses the required clinical expertise to design, implement and manage a telehealth program.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
3	Possesses the required operational expertise to design, implement and manage a telehealth program.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
4	Has a program management office with the required expertise to complete projects on-time and under-budget.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
5	Is willing to commit staff resources to the planning and management of the telehealth program.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
6	Possesses, or has access to, patient management protocols required to support patient participation in a telehealth program.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
7	Is familiar with the evidence from telehealth programs in similar contexts/environments.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
8	Has the operational control procedures required to identify and escalate patient needs to nurses, physicians, and other direct care staff.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
9	Is willing to develop and implement a direct marketing plan to support a telehealth program.	<input checked="" type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input type="radio"/> Agree <input type="radio"/> Strongly Agree	1
10	Has ready access to business intelligence data analysis resources for preparing reports to conduct ad-hoc or scheduled evaluations of the telehealth program.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
11	Will develop and deploy a telehealth training education program.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4

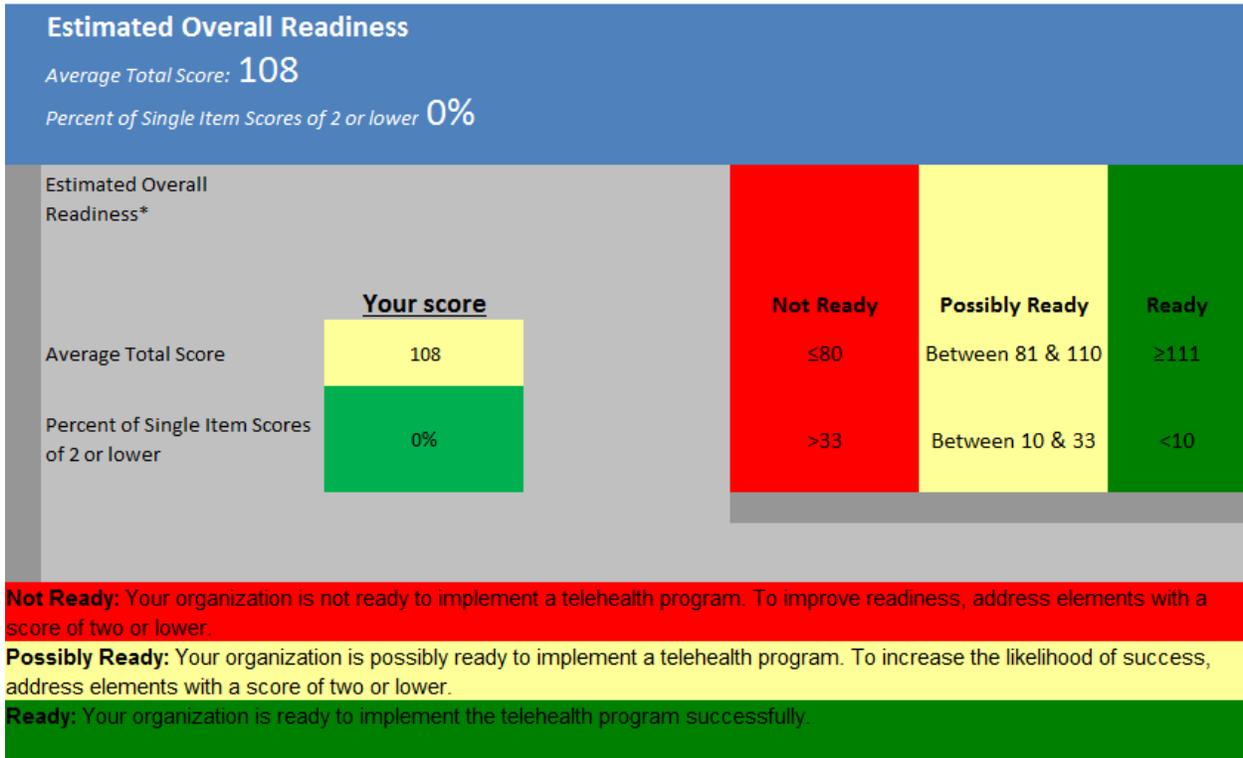
III. ORGANIZATIONAL TECHNICAL PREPAREDNESS

Organizations can assess their level of technical preparedness on the basis of technology management practices in technology review, selection and logistics, as well as meeting the operational and regulatory requirements related to the technology systems, data management, and data reporting associated with telehealth.

Your organization...

Numeric
Score

1	Has a strong track record of successfully selecting, testing and implementing information technology projects.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
2	Possesses the technical expertise, or has access to the external resources, required to design, implement and manage a telehealth program.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
3	technical systems involved to operationalize a telehealth program.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
4	Has clinical (and other) technology systems that integrate/ interoperate in a manner required to support a telehealth program.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
5	Has clinical technology systems capable of being enhanced to support telehealth related changes in workflow processes.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
6	Has experience in developing logistics plans for defining how technology will be developed, managed, and supported.	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4
7	Has experience in analyzing the benefits from operating programs in-house, or by way of external partners (e.g., business process outsourcing).	<input type="radio"/> Strongly Disagree <input type="radio"/> Disagree <input type="radio"/> Neutral <input checked="" type="radio"/> Agree <input type="radio"/> Strongly Agree	4



2) Sample Survey:

*** 1. What is the name of your practice?**

- Community Clinic of Jefferson County
- Other
- Lowville Medical Associates
- North Country Family Health Center
- Lewis County General Hospital
- Samaritan Keep Home
- Samaritan Summit Village
- Samaritan Pain Clinic
- South Lewis Family Health

Other (please specify)

*** 2. What physician and location were you connected to?**

***3. Describe the Appointment**

- Other
- LTC - On call consultation
- Child Telepsychiatry
- Adolescent Telepsychiatry
- Adult Telepsychiatry
- Telepsychology
- Teleneurology
- Medication Reconciliation

Other (please specify)

4. Who was the payer for this visit?

- TriCare
- Other
- Martin's Point
- Medicare
- Medicaid
- Private Insurance Company
- Self-Pay

Other (please specify)

5. If you selected private insurance company, please select or enter the payer name.

- Excellus
- POMCO

Other (please specify)

***6. Was the appointment completed?**

- Yes
- No

7. If no, what was the main reason the appointment was not completed?

- Audio failed
- Video failed
- Both audio and video failed
- Patient didn't show
- Doctor didn't show

Other (please specify)

*** 8. What was the start time for the appointment?**

	MM	DD	YYYY	HH	MM	AM/PM					
Monday	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	:	<input type="text"/>	<input type="text"/>	<input type="text"/>	▼
Tuesday	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	:	<input type="text"/>	<input type="text"/>	<input type="text"/>	▼
Wednesday	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	:	<input type="text"/>	<input type="text"/>	<input type="text"/>	▼
Thursday	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	:	<input type="text"/>	<input type="text"/>	<input type="text"/>	▼
Friday	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	:	<input type="text"/>	<input type="text"/>	<input type="text"/>	▼
Saturday	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	:	<input type="text"/>	<input type="text"/>	<input type="text"/>	▼
Sunday	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	:	<input type="text"/>	<input type="text"/>	<input type="text"/>	▼

*** 9. What was the end time for the appointment?**

Same Day HH MM AM/PM

: ▼

Survey results will be reported to the leadership of Fort Drum Regional Health Planning Organization, North Country Initiative, and Adirondack Health Institute for the purpose of quality improvement and reporting to the NYS Department of Health.

3) Sample Telemedicine Policies and Procedures:

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

Purpose: Telemedicine provides patients located in rural areas with timely access to specialist care via real-time television/video communication.

Policy: Patients in need of specialty care, as determined by their primary care provider, will be referred to telemedicine services provided at the affiliated hub/specialist site.

Procedure: Providers at the spoke/patient site will use their clinical judgment in selecting patients for the telemedicine service. Patients who would otherwise be referred to an outpatient appointment with a traditional specialist are welcome to utilize the telemedicine 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 telemedicine program.

Patients who do not have insurance coverage for telemedicine services can be referred to the service if they agree to pay for the service out-of-pocket.

If the provider at the spoke/patient site determines that one of his or her patients could benefit from telemedicine services, the provider will:

- 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 *Telemedicine New Patient Packet*.
- 3) Complete a telemedicine referral authorizing the appointment. Refer to telemedicine referral process policies and procedures for more information.

Department:	Policy Description: Telemedicine Referral Process
Page: 1 of 2	Replaces Policy Dated:
Effective Date:	Reference Number:
Approved by:	

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

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

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

- 1) Statement of work outlining the responsibilities of each party;
- 2) Number of hours provided each month for telemedicine 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 telemedicine 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 *Telemedicine New Patient Packet* must be completed prior to a telemedicine appointment being scheduled. The *Telemedicine New Patient Packet* includes:

- 1) A telemedicine 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) *Telemedicine Consent* form (see telemedicine form #1);
- 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 *Telemedicine New Patient Packet* to the hub/specialist site prior to the patient's first scheduled appointment.
- 5) All materials contained in the *Telemedicine New Patient Packet* must be documented in the patient's medical record at both the spoke/patient and hub/specialist site.
- 6) Referrals for telemedicine may be accepted as orders, written or verbal, from physicians, nurse practitioners, and/or physician assistants.
- 7) Referrals are logged in a *Telemedicine Referral Log* (see telemedicine form #2) 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.

Telemedicine Form #1

Telemedicine Consent Form

1. I authorize spoke site to allow me/the patient to participate in a telemedicine (videoconferencing) service with hub site.
2. The type of service to be provided by via telemedicine 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 telemedicine healthcare provider.
4. My/the patient's physician 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), attendant discomforts and risks that may arise during the telemedicine session, as well as possible alternatives to the proposed sessions, including visits with a physician in-person. The attendant risks of not using telemedicine sessions have also been discussed. I have been given an opportunity to ask questions, and all of 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 telemedicine service if we believe that the videoconferencing connections are not adequate for the situation.
6. I understand that the telemedicine 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 the purpose of 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 telemedicine service to operate the video equipment, if necessary. I further understand that I will be informed of their presence

during the telemedicine 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 telemedicine room at any time if not mandated for safety concerns, or
 - c. Termination of the service at any time.
9. When the telemedicine service is being used during an emergency, I understand that it is the responsibility of the telemedicine provider to advise my/the patient's local healthcare provider regarding necessary care and treatment.
10. It is the responsibility of the telemedicine 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 telemedicine healthcare provider for telemedicine services. I/the patient understand(s) that if my insurance does not cover telemedicine services I/the patient will be billed directly by both the local healthcare provider **and** the telemedicine healthcare provider for the provision of telemedicine services.
12. My/the patient's consent to participate in this telemedicine 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 telemedicine program's no-show policy which states that I/the patient will be discharged from the telemedicine program if I/the patient no-show for two, consecutive telemedicine 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 *Telemedicine: 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

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

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

Policy: A signed *Telemedicine Consent* form must be obtained prior to the first patient telemedicine 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 *Telemedicine Consent* form (see telemedicine form #1) prior to the delivery of the telemedicine 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 telemedicine services.

Patients acknowledge the telemedicine program’s no-show policy in the *Telemedicine Consent* form.

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

The *Telemedicine 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 *Telemedicine: What to Expect* form (see telemedicine form #3) with their *Telemedicine Consent* form. The *Telemedicine: What to Expect* form provides a patient-friendly description of the telemedicine program.

Telemedicine: What to Expect

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

What is Telemedicine?

Telemedicine is the exchange of medical information from one site to another via electronic communications. The telemedicine 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 telemedicine appointment.

Is Telemedicine Safe?

Yes, all telemedicine sessions are safe, secure, encrypted, and follow the same privacy (i.e., HIPAA) guidelines as traditional, in-person medical appointments. Your telemedicine appointments will always be kept confidential. In addition, telemedicine 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 Telemedicine Appointment:

1. You will schedule your telemedicine 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 telemedicine appointment. Cancellations should be made at least 24 hours prior to the appointment time.
3. The telemedicine program has a no-show policy. You will be discharged from the telemedicine program if you no-show for **two consecutive** telemedicine 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 telemedicine patient room.
6. If you have any questions before or after the session, you may ask the office staff at healthcare organization.
7. The *Telemedicine New Patient Packet* must be completed prior to scheduling your first telemedicine appointment. You must complete these forms in order to schedule your first appointment:
 - *Telemedicine 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 telemedicine 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 at XXX-XXX-XXXX.**

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

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.
Policy: Telemedicine appointment scheduling will be conducted at the spoke/patient site and will be communicated to the hub/specialist site.
<p>Procedure: <u>Scheduling</u></p> <p>The specialist at the hub/specialist site will provide their date and time availability for telemedicine visits to the spoke/patient site. The scheduling staff at the spoke/patient site will schedule telemedicine 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 telemedicine appointment to remind the patient of their upcoming visit.</p> <p>Patients will be required to complete all necessary telemedicine forms provided in the <i>Telemedicine New Patient Packet</i> prior to their first telemedicine appointment being scheduled.</p> <p><u>Cancellations</u></p> <p>Patients are to call the spoke/patient site at least 24 hours prior to their appointment time to cancel a telemedicine appointment.</p> <p>The scheduling staff at the spoke/patient site will keep a telemedicine cancellation list on file in the event of cancelled telemedicine appointments. The list will be utilized to try to fill the open appointment slots. If filing 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></p> <p>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</p>

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 telemedicine program if they no-show for their next appointment.

In the event that a patient needs to be discharged from the telemedicine 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.

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

Purpose: Services provided via telemedicine will be safe, confidential, and efficient and will meet or exceed the quality of care provided at an in-person setting.

Policy: A patient exam conducted via telemedicine will replicate as closely as possible an in-person exam.

Procedure: The patient will be seen in a designated telemedicine room at the spoke/patient site.

The telemedicine room will be inspected by staff prior to the launch of telemedicine 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 telemedicine clinic to ensure it is still free from harmful objects.

A nurse or medical assistant will escort the patient into the designated telemedicine room at the beginning of each session. If this is the patient's first telemedicine 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.

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 telemedicine 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 in the event that the patient would like family to accompany them during the session.

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.

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 is able to view and adequately observe the patient during the telemedicine visit.

The telemedicine specialist will make every effort to ensure he or she remains competent on the technology used for this telemedicine program. Prior to seeing the first patient in this program, each telemedicine specialist agrees to participate in a mock appointment with staff at the spoke/patient site to help ensure competency.

The telemedicine 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.

Protection of the patient's privacy should be maintained at all times. 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.

As required by law, the consulting specialist will be licensed to practice medicine in New York State. If applicable, specialists will be credentialed and privileged at the distant site hospital. Specialist providers will practice telemedicine 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.

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

Purpose: To provide guidelines in an effort 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 telemedicine.

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 telemedicine 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 telemedicine 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 (Village 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.
- 6) The specialist will be accessible by phone to the inpatient facility's ED staff, if necessary.

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

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

Policy: Check-in and check-out for telemedicine 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 telemedicine room by the spoke/patient site nurse or medical assistant. The nurse or medical assistant will ensure the telemedicine 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 telemedicine 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 telemedicine appointment accordingly.

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

Purpose: To ensure providing services via telemedicine will be financially sustainable for the providers involved.

Policy: Providers participating in telemedicine services will bill patient's insurance for services rendered, if applicable.

Procedure: The spoke/patient site should bill the patient's insurance for the telemedicine facility fee for each telemedicine session. If the spoke/patient site is not providing any medical services or care other than offering the telemedicine link to the hub/specialist site, the spoke/patient site should bill CPT code "Q3014" to recoup administrative expenses associated with the telemedicine patient encounter.

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). For example, if a traditional session would normally be coded as "90801", then the corresponding telepsychiatry session would be coded as "90801GT."

In the event of a telephone consult given technical difficulty with the telemedicine unit, all parties understand that the session may not be reimbursed by insurance.

In the event that a patient does not have insurance coverage for telemedicine services the spoke/patient and hub/specialist sites may bill the patient directly for services rendered.

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

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.

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.

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.

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 in the event that 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.

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:

New patients:

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 *Telemedicine Consent* 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.

Returning patients:

1. Any significant changes in clinical status, if applicable.

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:

Consultation:

1. Completed specialist consultation evaluation notes.

Ongoing Care:

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.

If a patient gets admitted to an inpatient psychiatric 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 telemedicine appointment, within 5 days of discharge.

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

Purpose: To ensure telemedicine patients are prescribed medication in a timely manner and are appropriately managed while on medication(s).

Policy: The specialist at the hub/specialist site will prescribe and manage telemedicine patients' medications.

Procedure: The specialist at the hub/specialist site will confirm with the patient their pharmacy of choice.

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.

Any medication prescribed will be documented in the patient's medical record held at the hub/specialist site. For patients receiving ongoing, telemedicine 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.

The specialist at the hub/specialist site will manage telemedicine patients' medication(s) throughout the course of treatment.

If a patient misses a telemedicine appointment and needs a prescription refill or has any questions about his/her medication, the patient is directed to call **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 spoke site at least 72 hours prior to running out of medication.

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

Purpose: To ensure telemedicine 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 telemedicine technical difficulties related to the equipment at each end. The contact information for the responsible party/parties should be posted with the telemedicine equipment at each site.

The Adirondack Health Institute will ensure any data transmitted to/from each site involved is encrypted prior to the launch of the program and will provide network level technical assistance Monday through Friday between the hours of 7:30 A.M. and 5:00 P.M. The AHI office can be reached at 518-480-0111, x.305, and the FDRHPO office can be reached at 315-755-2020, x.24. Both contact numbers should be posted with the telemedicine equipment at each site.

In the event that 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 telemedicine 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) AHI: 518-480-0111 x.305
- 3) FDRHPO: 315-755-2020 x24

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

Purpose: To ensure telemedicine technology is fully functional and secure.

Policy: The spoke/patient and hub/specialist site will each be responsible for viewing the Telemedicine 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 telemedicine equipment updates. The contact information for the responsible party/parties should be posted with the telemedicine equipment at each site.

4) **Sample Business Associates Agreement:**

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into effective _____ by and between _____ (the "Covered Entity") with an address at _____ and _____, (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 into this Agreement in order 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 in order 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:

1. **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.
- o. **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. Identify 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 into 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 into 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 of 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 of 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. In the event that 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 in order 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. In the event that 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 according to the laws of the State of New York 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: _____

5) Private Payer Reimbursement:

1. *Blue Cross Blue Shield of Northeastern New York:*

Effective January 1, 2016, telehealth/telemedicine services are considered a coverable benefit for all lines of business, including Medicare Advantage. Preauthorization is not required.

Billing codes:

- a. G0406-G0427 visit codes can be billed by either a physician or facility
 - i. Facility billing should also use revenue codes: 780, 789, or 988
 - ii. Copay applies
- b. Q3014, T1014 are facility only codes
- c. Q3014 should be billed using revenue codes: 360, 450, 510, 580, 780, or 789
- d. T1014 should be billed with revenue codes: 581, 780, 789, or 969
 - i. No copay applies

*All services are subject to the member's contract benefits and should be verified prior to rendering services.

2. *CDPHP:*

Only reimburse for telemedicine (live, interactive audio visual communication)

Services must be provided by:

- a. Physicians, Nurse Practitioners, Physician Assistants, Nurse Midwives, Clinical nurse specialists, Clinical psychologists and Clinical social workers, Registered dietitians or nutrition professionals, Dentists, RNs, Podiatrists, Optometrist, Speech language pathologists or audiologists, Asthma education, Genetic counselors, Hospital, Home care services agency, and Hospice.

Eligible spoke sites:

- a. Article 28 facilities
- b. Article 40 facilities
- c. Private physician offices
- d. Patient's place of residence only for remote patient monitoring
- e. Facilities defined by subdivision six of section 1.03 of Mental Hygiene Law

Billing:

Distant site: Provider should submit claims for covered telehealth services using appropriate CPT or HCPCS code for service performed with modifier GT

Originating site: Provider are reimbursed an originating site fee for covered telehealth services.

Please use HCPCS code Q3014. If original site is a facility services must be submitted under an outpatient bill type with revenue code 0780 and corresponding HCPCS code Q3014.

3. *Excellus:*

- a. HIPAA compliant telecommunications system, no restrictions on location
- b. Except for patient's home
 - i. The initial service(s) is performed in a face-to-face visit.
 - ii. For long distance relationships there must be arrangements for handling emergency situations locally that are consistent with established local care practice.

Medically appropriate for synchronous:

- a. Consultations
- b. Initial or follow-up inpatient telehealth consultations
- c. Office or other outpatient visits
- d. Subsequent hospital or skilled nursing facility care services (with the limitation of one telehealth visit every 3 days)

- e. Individual psychotherapy or psychiatric diagnostic interview examination
- f. Pharmacologic management
- g. Individual and group medical nutrition education
- h. Individual and group diabetes self-management training services

Medically appropriate for asynchronous:

- a. The use of the telecommunication system addresses a care access issue within the designated population.
- b. The medical literature on the use of the asynchronous technology has demonstrated favorable impacts on health outcomes for a specific patient population (e.g., acute illnesses in the pediatric age group).
- c. The originating site must involve a health care professional (e.g., school nurse, trained and certified telemedicine technician) who initiates and manages the telecommunication services.
- d. The telecommunication system is capable of providing clear audio and video communication with a digital camera with attachments designed to capture pertinent clinical findings such as ear, nose, throat skin, eyes and electronic stethoscope.
- e. The clinical evaluation must occur and be communicated back to the patient within the same business day.

Patient must provide consent:

- a. No definition of how consent must be provided

Remote patient monitoring:

“Based upon our criteria and review of the peer-reviewed literature, Telemonitoring home care services, including equipment and related professional services (patient training, interpretation of data, and consultation with the patient) are not medically necessary.”

Billing:

- a. Adding in GT or GQ modifier
- b. Reimbursement policy is being redrafted

*All services are subject to the member’s contract benefits and should be verified prior to rendering services.

4. *Fidelis, MVP, United Healthcare* – All follow current CMS Guidelines.