

#11
AUG 11 2016



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MEMORANDUM **Fire, Health & Medical Department**

DATE: AUGUST 11, 2016

TO: MAYOR AND COUNCIL

THRU: MARSHA REED, CITY MANAGER *MR*

FROM: TOM DWIGGINS, FIRE CHIEF *TD*

SUBJECT: RESOLUTION NO. 4985 AUTHORIZING THE MEMORANDUM OF UNDERSTANDING AND TELEHEALTH SERVICES AGREEMENT WITH THE VETERANS AFFAIRS/PHOENIX HEALTH CARE SYSTEM

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 4985 authorizing the Memorandum of Understanding (MOU) and Telehealth Services Agreement (TSA) with the Veterans Affairs/Phoenix Health Care System (PVAHCS) providing for an 18-month extension to the pilot program that allows the Chandler Fire, Health & Medical Department (CFHM) to better manage medical services and the delivery of healthcare and follow up medical services for Chandler Veterans; and that the Mayor is hereby authorized to execute these agreements on behalf of the City of Chandler.

BACKGROUND/DISCUSSION: The PVAHCS and CFHM are entering into this MOU and TSA to extend a pilot program to help ensure Veterans are receiving appropriate healthcare and follow up medical services. CFHM provides emergency medical responses to Veterans on a daily basis. These calls vary from serious medical issues and behavior related issues to calls less serious in nature. This pilot program will allow for CFHM paramedics to identify Veterans and connect them to PVAHCS services in a proactive manner. If stay at home treatment is appropriate, they can be referred to CFHM's Community Paramedic program for paramedic facilitated PVAHCS telehealth appointments.

CFHM staff will present the results of the pilot program and any recommendations relating to the pilot program to the City Council in the spring of 2018.

FINANCIAL IMPLICATIONS: There are no financial implications, additional personnel, or overtime hours associated with this MOU.

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4985 authorizing the Memorandum of Understanding (MOU) and Telehealth Services Agreement (TSA) with the Veterans Affairs/Phoenix Health Care System (PVAHCS) providing for an 18-month extension

to the pilot program that allows the Chandler Fire, Health & Medical Department (CFHM) to better manage the delivery of healthcare and follow up medical services for Chandler Veterans and that the Mayor is hereby authorized to execute that Memorandum of Understanding and accompanying Telehealth Services Agreement on behalf of the City of Chandler.

Attachments:

Resolution No. 4985

Memorandum of Understanding and Telehealth Services Agreement

RESOLUTION NO. 4985

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND A TELEHEALTH SERVICES AGREEMENT WITH THE VETERAN AFFAIRS/PHOENIX HEALTH CARE SYSTEM FOR THE IMPLEMENTATION OF AN EIGHTEEN MONTH EXTENSION OF A PILOT PROGRAM FOR THE EVALUATION AND MANAGEMENT OF THE PROVISION OF MEDICAL SERVICES TO VETERANS.

WHEREAS, Chandler Fire, Health & Medical Department (“CFHM”) furnishes medical services to patients in the Chandler, Arizona community; and

WHEREAS, Veteran Affairs/Phoenix Health Care System (PVAHCS) is an agency of the United States of America comprised of individual and institutional licensed health care providers and outside parties providing health care services for veterans of the United States military; and

WHEREAS, the parties seek to jointly participate in a pilot program to provide PVAHCS patients who utilize the CFHM 911 emergency services or who have a defined set of chronic or acute medical conditions with alternative treatment options (primarily through home visits utilizing Telemedicine care) in order to better manage the appropriate utilization of 911 emergency services and to facilitate the delivery of healthcare and follow up medical services to PVAHCS patients; and

WHEREAS, the City of Chandler and PVAHCS have negotiated the terms of a memorandum of understanding for the continuation of the pilot program for eighteen months to evaluate its effect on the provision of medical services with the City of Chandler.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1: That the attached Memorandum of Understanding and Telehealth Services Agreement with the Veteran Affairs/Phoenix Health Care System for the continuation of the pilot program for eighteen months for the evaluation and management of the provision of medical services is hereby approved and the Mayor is hereby authorized to execute that Memorandum of Understanding and Telehealth Services Agreement on behalf of the City of Chandler.

Section 2: That City staff is authorized and directed to perform those acts necessary to give effect to the Memorandum of Understanding and Telehealth Services Agreement approved by this Resolution No. 4985.

Section 3: Directing CFHM staff to present the results of the pilot program and any recommendations relating to the pilot program to the City Council of the City of Chandler at the first regularly scheduled City Council meeting of March, 2018.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2016.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4985 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2016, and that a quorum was present thereat.

City Clerk

APPROVED AS TO FORM:

City Attorney



MEMORANDUM OF UNDERSTANDING

Between the
Department of Veteran Affairs/Phoenix VA Health Care System (PVAHCS)
and City of Chandler Fire, Health and Medical Department (CFHM)
For
TELEHEALTH

This Agreement for the Community Involvement and Intervention Program (the "Agreement") is entered into effective as of August 15, 2016 (the "Effective Date") by and between the Department of Veteran Affairs/Phoenix VA Health Care System, an agency of the United States of America ("PVAHCS") and City of Chandler ("CITY"), (referred to individually as "party" or collectively as the "parties"). This Agreement serves as the Memorandum of Understanding (MOU) between the parties in the provision of Telehealth service delivery of care.

The Memorandum of Understanding (MOU) should be reviewed by the Executive Committee of Medical Staff (ECMS) upon initiation and as defined locally for future reviews.

BACKGROUND

The VHA Handbook (1100.19, October 15, 2012) defines:

- **Teleconsulting** as "the provision of advice on a diagnosis, prognosis, and/or therapy from a licensed independent provider to another licensed independent provider using electronic communications and information technology to support the care provided when distance separates the participants, and where hands-on care is delivered at the site of the patient by a licensed independent health care provider: and
- **Telemedicine** as "the provision of care by a licensed independent health care provider that directs, diagnoses, or otherwise provides clinical treatment delivered using electronic communications and information technology when distance separates the provider and the patient."

The VHA Handbook further notes that *"a crucial consideration in making a distinction between consultation and care is that teleconsultation occurs when the consultant involved recommends diagnoses, treatments, etc., to the consulting provider requesting the consult, but does not actually write orders or assume the care of the patient. If the consultant diagnoses, writes orders, or assumes care in any way, this constitutes "care" and requires privileges."*

The Joint Commission defines **telehealth** as "the use of health care information exchanges from one site to another via electronic communications for the health and education of the patient or health care provider, and for the purpose of improving patient care, treatment, and services".¹

¹ Joint Commission, May 2012

Videoconferencing, transmission of still images, e-health including patient portals, remote monitoring of vital signs, continuing medical education, and nursing call centers are all considered venues for providing Telehealth. Telehealth is not a separate medical specialty. Products and services related to Telehealth are often part of a larger collection of healthcare services offered by health care institutions to enhance the delivery of clinical care. The provision of Telehealth services, as detailed in this MOU, supports the VHA strategic goal of becoming a more patient-centered organization. Telehealth is an important component in the efforts to improve patient access to care, continuity of care and Veteran satisfaction.

RECITALS

- A. WHEREAS, PVAHCS is an agency of the United States of America comprised of individual and institutional licensed health care providers and outside parties providing health care services for veterans of the United States military.
- B. WHEREAS, all Telehealth Providers must have a medical staff appointment at the providing facility, PVAHCS, credentialed and privileged in accordance with the Joint Commission, HIPAA and VHA regulatory standards. PVAHCS will ensure compliance with the HIPAA Privacy Rule 45 C.F.R, Parts §160.103 & 164 when using or disclosing PHI/PI to Chandler Fire, Health and Medical Department (CFHM) on behalf of PVAHCS Veteran patients.
- C. WHEREAS, the PVAHCS will serve as the Joint Commission, (TJC) accredited entity and accept responsibility for completing and maintaining medical staff credentialing and privileging requirements of all Telehealth providers practicing under the auspices of this MOU.
- D. WHEREAS, this MOU allows Telehealth providers, at PVAHCS, to deliver healthcare within the scope of the privileges granted, via Telehealth technologies and telecommunications (collectively known as “Services”) to Veterans enrolled for care.
- E. WHEREAS, the City of Chandler Fire, Health and Medical Department (CFHM) is a covered entity under HIPAA as defined by 45 C.F.R. 160.103, providing medical services and crisis intervention to patients in Chandler, Arizona. The department will facilitate the telemedicine process and the delivery of healthcare and follow up medical services with PVAHCS Providers to Chandler catchment area Veterans.
- F. WHEREAS, in addition to this MOU, the parties entering into this agreement will also execute Telehealth Service Agreements for each Telehealth service that will specify the business and technical details of the teleconsultative and telemedicine operations set forth in this MOU by the parties.
- G. WHEREAS, the Chief of Staff at the providing facility, PVAHCS, is responsible for clinical and administrative oversight of and compliance with this MOU.
- H. WHEREAS, the parties seek to jointly participate in this program to provide patients who utilize the CFHM 911 emergency services (“Treat and Refer program”) or who have a defined set of chronic or acute medical conditions (“Complex Patient Management Program”) with alternative treatment options (primarily through alternative transportation options or home visits utilizing Telemedicine care) in order to better manage the appropriate utilization of 911 emergency services and to facilitate the delivery of healthcare and follow up medical services to PVAHCS patients (collectively “the Program”);
- I. WHEREAS, in connection with the Program, CITY and CFHM are in need of certain Protected Health Information (“PHI”) from PVAHCS regarding the identity of PVAHCS patients (“VA Patients”) and their medical conditions, history and other potential protected health information (“PHI”) and who may receive 911 emergency services and home health visits from CFHM; 38 U S

Code § 7332 Confidentiality of certain medical records, 38 U S Code § 5701 Confidential nature of claims, and Title 5 U S Code 552a, Privacy Act will be abided. Information containing PHI/PII may be disclosed pursuant to an eligible Veteran's fully signed Authorization and Consent.

- J. WHEREAS, the Program is consistent with PVAHCS's goal to ensure VA Patients who need emergency and routine medical services receive appropriate treatment at the right time and at an appropriate treatment site and, therefore, PVAHCS desires to support the Program by providing CITY and CFHM with VA Patients PHI for the purpose of providing treatment as permitted by HIPAA; and
- K. WHEREAS, the purpose of this Agreement is to outline the scope of services being provided and the terms and conditions under which CFHM will receive certain PHI from PVAHCS for the purpose of managing health conditions through the use of the PVAHCS telehealth program, reducing the costs associated with chronic or acute health conditions, and reducing the impact on the use of the 911 emergency response system and local emergency treatment facilities.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

AGREEMENT

1. **Definitions.** Capitalized in this Agreement are defined below.

Community Paramedics (CP): A two (2) person response unit comprised of the City of Chandler Fire, Health and Medical paramedics/emergency medical services staff, or any combination thereof, which provides community paramedic services.

The Program set forth under this Agreement, in which City of Chandler Fire, Health and Medical Department (CFHM) responds and provides non-emergent community paramedical services and follow up care to certain specified VA Phoenix patients, who shall be referred to as "Program Participants."

Program Participants: Refers to VA Phoenix patients who reside within the jurisdictional boundaries of the City of Chandler, and who (a) call 911 and are determined to be in need of community paramedic services after appropriate triage by the Chandler 911 Dispatch Center, or (b) are determined to be in need of community paramedic services following a request for such services by PVAHCS for patients such as VA Phoenix Complex Managed Care Telemedicine Program or requiring 2-Day Post Discharge Follow-up.

Case Managers include members of the PVAHCS telehealth care, telemedicine care, IT professionals or case management team, including, but not limited to: Nurse Practitioners, Registered Nurses, Licensed Practical Nurses, Physicians, Physician Assistants and Medical Assistants.

HIPAA Privacy Rule means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

Program means the mutually agreed services undertaking by PVAHCS and CFHM, to which this Agreement applies.

Program Manager(s) shall mean each respective party's Program management personnel responsible for management of resources, tasks, issues and deliverables in pursuit of the Program. The CFHM Program Manager is responsible for jointly managing all phases of the Program including overall work plan, scope, issue, and risk management with the PVAHCS Program Manager.

Protected Health Information (PHI) means information, maintained or transmitted in any form or medium, that: (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual, and (ii) identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Telemedicine means the provision of care by a licensed health care practitioner that directs, diagnoses, or otherwise provides clinical treatment delivered using electronic communications and information technology when distance separates the practitioner and the patient and as otherwise defined in the VHA Handbook (1100.19, October 15, 2012).

Treatment means the provision, coordination, or management of health care and related services by one or more health care providers via the use of Telemedicine, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another

2. Obligations of PVAHCS

- 2.1 **Candidate Identification.** PVAHCS shall be responsible for identifying individuals who are in need of treatment that can be provided through the Program. PVAHCS Telehealth services will contact the Veteran, after eligibility verification, and inquire if he or she is willing to participate in the PVAHCS/CFHM program and is agreeable via informed consent to have consultation and/or treatment via videoconferencing.
- 2.2 **Program Resources.** Unless otherwise specified herein, PVAHCS shall provide CFHM all of the technological support necessary to implement the Telemedicine care and the case management resources to assist in the review and development of processes utilized in connection with the Program. CFHM and PVAHCS shall provide oversight of the Program resources, including PVAHCS employees and equipment. PVAHCS may provide additional resources as mutually agreed upon by the parties in writing.
- 2.3 **HIPAA Privacy Rule Compliance.** PVAHCS must ensure compliance with the HIPAA Privacy Rule when using or disclosing PHI to CFHM on behalf of PVAHCS Patients. The HIPAA Privacy Rule expressly permits covered entities or a business associate, on behalf of a covered entity, to use or disclose PHI for Treatment or health care operation purposes. Therefore, PVAHCS can identify PVAHCS Patients (or patients to whom it provides care management services) who may benefit from the Program and contact the patient to see if they are interested in participating in the Program. Prior to disclosing such PHI to CFHM, PVAHCS will obtain a HIPAA patient authorization, unless a mutual Treatment relationship between CFHM and PVAHCS Patients already exists; provided, however, CFHM will be responsible to obtain each patient's consent to participate in the Program including an executed HIPAA patient authorization before any further PHI is disclosed in connection with the Program.

- 2.4 *Telemedicine Personnel.* PVAHCS shall provide licensed and insured health care practitioners and other appropriate support personnel to deliver Telemedicine care to PVAHCS Patients selected for participation in the Program. It is understood by the parties CFHM is not providing any Telemedicine care to any PVAHCS Patient and any Telemedicine provided pursuant to this Agreement is the sole responsibility of PVAHCS.
- 2.5 *Documentation.* Documentation of directly-provided treatment and plans are entered in the providing facility, PVAHCS CPRS medical record. CFHM documentation will be in compliance with their internal protocols and/or policies. Each party (PVAHCS and CFHM) is the owner of their own documentation.
- 2.6 *Information Security.* PVAHCS shall maintain compliance with all VA mandated rules for Patient Privacy, Information Security, Intranet Security and Internet Security. All staff, whether Federal or vendor contractors, must complete all mandated security screening prior to obtaining permissions to access and utilize VA information systems.
- 2.7 *Program Services.* As possible or appropriate, the Complex Patient Management Program, which includes the Telemedicine care will normally be performed Tuesday through Friday between the hours of 08:00 a.m. and 6:00 p.m.

3. **Obligations of CFHM**

- 3.1 *Program Services and Resources.* CFHM will be available to respond to Program Participants and provide home visits on behalf of PVAHCS to assist in the implementation of the Telemedicine care. CFHM will provide the EPCR tablets serving as the communication/connection medium for the patient end of the Telemedicine visit. Home visits occurring between the Program's hours of operation shall be scheduled and approved by both CFHM and PVAHCS. CFHM shall also provide oversight of the Program resources including CFHM Staff and equipment.
- 3.2 CFHM is the owner of their equipment and will provide their own devices/tablets and secure high speed internet access which serves as the communication medium for the patient end of the Telehealth/Telemedicine care.
- 3.3 CFHM will work within the terms and conditions set forth in Section 4 of this Agreement to identify a reporting process when "Program Participants" are referred back to VA services.
- 3.4 *CFHM Staff.* CFHM shall provide two (2), two (2) person teams of emergency medical technicians to visit individuals identified as appropriate for participation in the Program and provide other CFHM personnel as needed to review and monitor the Program ("CFHM Staff"). CFHM Staff are the employees of the CITY and are subject to all laws, rules, policies, regulations, procedures, standards, and contractual provisions applicable to CITY employees, including internal City CFHM policies, procedures, and guidelines.

The CITY shall be solely responsible for all salaries, wages, retirement, withholdings, workers' compensation, occupational disease insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant to said wages and all other appropriate insurance related to CITY employees provided hereunder. The CITY shall be solely responsible for the hiring, supervision, direction, performance management and appraisal, and initiation and conduct of disciplinary action, including termination, of all CFHM Staff provided pursuant to this Agreement.

4. **Mutual Obligations**

4.1 *Project Documentation and Definition of Services.* The parties shall jointly provide and/or develop the following services:

- i. Participate in joint meetings to develop Program opportunities along with any existing requirements;
- ii. Analyze Program opportunities and initial requirements to identify a business impacts starting point or benchmark;
- iii. Conduct operational review of potentially impacted business areas
- iv. Document Program findings;
- v. Develop business recommendations/strategy for measurement of Program results; and,

4.2 *Project Technical, Information or Systems Related Services.* The parties shall jointly:

- i. Identify technical and system requirements or tools that can be utilized and shared as part of the services; and
- ii. Develop a process for sharing data in accordance with applicable law.

4.3 *Project Training and Education for Services.* The parties shall jointly:

- i. Identify training needs for the CFHM staff and PVAHCS care management staff;
- ii. Identify any additional training methods and resources available for developing and delivering training; and,
- iii. Identify credentialing requirements and participate jointly in obtaining the appropriate credentials as required by PVAHCS.

4.4 *Project Goals and Expectations.* The parties will complete their respective obligations, as described above, and will work together where collaboration is necessary to achieve following:

- i. Identifying, securing and maintaining the proper resources;
- ii. Managing all resources assigned to this Agreement;
- iii. Collaborating to create and maintain a project plan to manage the services provided pursuant to this Agreement;
- iv. Managing and resolving issues as needed;
- v. Identifying additional issues and attempting resolutions of such issues;
- vi. Develop a sustainability strategy;
- vii. Expediting resolution of any business decisions that must be made to move forward;
- viii. Holding status meetings as needed;
- ix. Keeping the parties senior management apprised of progress with periodic status reports;
- x. Collaborating to evaluate project risks and advise on risk mitigation plans;
- xi. Performing obligations expressly stated in the Agreement; and
- xii. Dedicating qualified resources for the Program as necessary to participate in and perform tasks as needed for the Program.

5. **Assumptions.** The parties understand that if any of the following assumptions prove to be incorrect or if the defined obligations are not fulfilled, then scope and timelines may be affected. The parties will work together to address any impacts to this Agreement, which will be documented via a written and mutually agreed change process. The following assumptions are included as part of this Agreement:
 - i. CFHM will provide access to essential staff and materials necessary to support the Program for the duration of this Agreement;
 - ii. Unless otherwise mutually agreed to by the parties, services will be performed at the residences of PVAHCS Patients;
 - iii. The Treat and Refer Program efforts may require coverage or participation on a twenty four (24) hours a day, seven (7) day a week basis. The Complex Patient Management Program, which includes the Telemedicine care for this Program will normally be performed Tuesday through Friday, 08:00AM to 6:00PM.
 - iv. If either party fails to complete its obligations in a timely manner, and such failure impacts the Program's ability to be completed, both parties should coordinate in a mutually agreeable resolution;
 - v. No change to this Agreement will be made by CFHM or PVAHCS unless mutually agreed to by both parties in writing; and
 - vi. No professional services or activity except that which is specifically set forth herein, shall be considered within the scope of this Agreement.

6. **Payment.** Except as otherwise set forth herein, each party brings their own respective resources to the project. These resources may include, but are not limited to, personnel, equipment, software, process and protocols. There is no exchange of funds or payments required from either party as a result of this Agreement.

7. **Expiration or Termination of Agreement.** This Agreement shall expire eighteen (18) months after the Effective Date. Either party may terminate this Agreement with 30 days written notice or immediately, if mutual written agreement has been reached.

8. **Service Management.** The designated contacts for this Agreement are:

CITY:

**Tom Dwiggins
Fire Chief**

**Val Gale
Assistant Chief**

City of Chandler
Chandler Fire Health & Medical Department
Mail Stop 801
P.O. Box 4008
Chandler, AZ 85244-4008
(480) 748-3774

PVAHCS:

**Hamed Abbaszadegan, MD, MBA
Chief Health Informatics Officer**

Manolo D. Moneda, MBA, BSN, RN
Nurse Manager Telehealth/FTC

Phoenix VA Health Care System
650 East Indian School Road
Phoenix, AZ 855012-1892
(602)277-5551

9. **Ownership.** Notwithstanding anything herein, nothing is intended to grant to CFHM ownership rights in any intellectual property in any services or information provided or developed by PVAHCS hereunder.
10. **Confidentiality.** The parties acknowledge that the CFHM will have access to PHI of PVAHCS Patients that is confidential. CFHM agrees that, except as specifically permitted under this Agreement, it will not at any time disclose such information to others unless expressly permitted by HIPAA and/or applicable state law, pursuant to a business associate agreement, if applicable, or pursuant to a valid patient authorization.
11. **Liability for Own Acts.** Except as otherwise provided herein, each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, demands and/or expenses of all kinds that may be the result of or arise out of any act or omission of such party, its agents or employees under this Agreement.
12. **Assignment.** This Agreement shall not be assigned or transferred by either party without the prior written consent of the other.
13. **Modification.** This Agreement may be modified or amended only by a written instrument executed by both parties.
14. **Severability.** Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
15. **Entire Agreement.** This Agreement contains the complete and full agreement between the parties regarding the subject matter hereof.
16. **Compliance.** The parties shall comply fully with all applicable local, state and federal laws, rules and regulations in performing their respective duties and obligations under this Agreement. Neither party, nor any individual who performs services under this Agreement, shall at any time be excluded from participating in federal health care programs, including without limitation, Medicare or Medicaid.
17. **No Agency or Partnership.** Neither CFHM nor PVAHCS is acting as the agent of the other with Respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the CFHM and PVAHCS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the day and year set forth below.

Participating Agencies

CITY

CITY OF CHANDLER,
An Arizona municipal corporation

By: _____
Mayor Jay Tibshraeny

ATTEST:

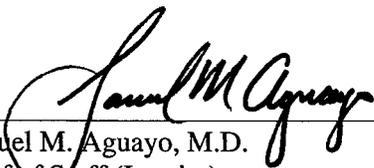
Date: _____

City Clerk

Approved As To Form:

City Attorney (Chandler) 

Phoenix VA Health Care System (PVAHCS)



Samuel M. Aguayo, M.D.
Chief of Staff (Interim)

03 AUG 16
Date



Deborah Amdur

04/08/2016
Date

Medical Director

**CLINICAL VIDEO TELEHEALTH (CVT) VA VIDEO CONNECT
TELEHEALTH SERVICE AGREEMENT
PHOENIX VA HEALTH CARE SYSTEM (PVAHCS) TELEHEALTH
SERVICES AND CITY OF CHANDLER FIRE, HEALTH & MEDICAL
DEPARTMENT (CFHM)**

PURPOSE:

The Telehealth Service Agreement specifies and governs the clinical, business, and technical details of operations of the telehealth services between Phoenix VA Health Care System's Telehealth Services and the City of Chandler Fire, Health & Medical Department. The agreement also defines the responsibilities and procedures involved in establishing and operating the telehealth clinic between the above parties.

VARIABLES AND RESPONSIBILITIES:

A. Clinical Service providing CVT VA Video Connect (*provider*):

Home Telehealth

B. Agency facilitating CVT VA Video Connect visits/encounter with Veteran:

City of Chandler Fire, Health & Medical Department (CFHM)

The City of Chandler Fire, Health & Medical Department (CFHM) is a covered entity under HIPAA as defined by 45 C.F.R. 160.103, providing medical services and crisis intervention to patients in Chandler, Arizona. The department will facilitate the telemedicine process and the delivery of healthcare and follow up medical services with PVAHCS Providers to Chandler catchment area Veterans.

C. Contact Information:

See Attachment 1 of this agreement for a listing of all key personnel for this telehealth service

D. The following telehealth modalities will be employed with this program:

Clinical Video Telehealth, (Synchronous) CVT VA Video Connect

E. Scope of services to be provided to the patient(s):

Teleconsultation

Telemedicine

1. Documentation of directly-provided treatment and plans in the *providing facility* CPRS medical record. CFHM documentation will be in compliance with their internal protocols and/or policies. Each entity (PVAHCS and CFHM) is the owner of their own documentation.
2. Additionally, PVAHCS will ensure compliance with the HIPAA Privacy Rule 45 CFR, Parts 160 & 164 when using or disclosing PHI/PI to CFHM on behalf of PVAHCS Veteran patients.

F. Enrollment Criteria: if accessing Veterans in their home via portable devices e.g. tablet(s) and webcam, the agency's devices must meet the minimum technical requirements. In addition, the following are initial admission criteria:

1. Eligible Veterans with an established health diagnosis. If Veteran is not enrolled in the Phoenix VA HCS, Eligibility Services will be notified by CFHM to request that it contact the potential Veteran-patient to register with the VA. Eligibility services will determine if the Veteran meets criteria per VHA policy.
2. Eligibility Services will contact the Veteran and attempt to enroll/register. Eligibility Services will send an encrypted email to the Phoenix VA Outlook mail group, *VHAPHO Chandler Fire Pilot*, with the names of Veterans who are eligible to receive services. If a Veteran is not able to be enrolled for services, CFHM and Telehealth services will not schedule Veteran for a follow-up home video visit.
3. Veteran has an established primary care provider or mental health point of contact at local CBOC or main facility; for Veterans without the above, in order to expedite care and establish a primary care provider, the Veteran may have an intake appointment placed with the Home Telehealth (HT) provider i.e. HT NP, depending on need.
4. Veteran referrals should be free of all emergency care situations as deemed by CFHM.
5. At initial non-emergent visit with the CFHM team or for Veterans previously identified by CFHM, CFHM will notify Phoenix VA of a potential patient for the program. Phoenix Telehealth services will contact the Veteran, after eligibility verification, and inquire if he or she is willing to participate in the PVAHCS/CFHM program and is agreeable via informed

consent to have consultation and/or treatment via videoconferencing. Telehealth Service's administrative staff will review the 10-5345 Authorization and the Clinical Video Telehealth (CVT) Information/10-3203a Consent forms (see attachment 4 for CVT into the Home Information Sheet) with eligible Veterans. The Veteran will be provided with the fax number to fax forms to Telehealth Services – Telehealth fax number is: 602-222-6434. Once forms are received, Telehealth administrative staff will submit the forms to the Release of Information office to be scanned into the Veteran's health record.

6. Additionally, prior to the Telehealth visit with PVAHCS provider and CFHM, the Phoenix provider will verify Veteran's ID and proceed with the Scheduled Telehealth visit.
7. Veteran has adequate sensory abilities to participate.

G. Technical Criteria:

1. The receiving agency has in place an IPAD or other portable device with webcam and secure high speed internet access. There are currently no restrictions on the type of PC, webcam, or internet provider. The portable device is CFHM property and does not connect to our PVAHCS network.
2. The portable device (i.e. IPAD) must be in an area with confidentiality and privacy acceptable to the clinician and patient.
3. The receiving agency is able to use the equipment and webcam with technical sufficiency to enact the encounter.
 - a. VA staff may contact National Telehealth Technology Help Desk 1.866.651.3180 to report any technical issues with video quality.
 - b. The agency, CFHM, is willing and able to enlist support from a local Telehealth Clinical Technician (TCT).

H. Discharge criteria from this service:

1. Veteran reaches goals as established by provider and patient; provider determines maximum benefit has been reached.
2. Veteran no longer wishes to participate in clinic or receive this modality of care.

I. Quality Management/Patient Safety:

1. For Service-specific emergency plan, (In the event that a patient medical or behavioral emergency occurs during a telehealth visit, what actions/activities are expected to be performed by the provider site staff and agency?):
 - a. Provider will have available all necessary contacts and assist agency in monitoring Veteran and take immediate and appropriate measures to ensure the Veteran continues to receive needed care/service in a manner consistent with VHA patient safety and healthcare standards.
 - b. Agency paramedics are equipped with both basic and advanced life support medications and equipment and will institute their emergency protocols or may treat Veterans, within their scope of practice, based on the recommendations of the provider.
2. Indicators to monitor / measure the effectiveness of each session or this specific Service agreement:
 - a. Telehealth Services will utilize various VA data reporting and metrics resources, including VistA and VISN reports, VSSC portal and VHA Data Repository, to track and reconcile reported data against CFHM internally maintained data. Using these data, Telehealth Services will produce regular reports to identify and track service effectiveness.

J. Telehealth Clinical Protocol:

1. Prior to initiating any patient into a video into the home program, the clinician should verify with CFHM the patient's address they will be routinely located and determine their local emergency number. Local emergency contact numbers for emergencies can be obtained by entering the patient's address into the following internet sites:

<http://www.usacops.com>.

2. In the event of an emergency, the provider will then have available the contacts and numbers for the veteran to call for assistance and placed in the patient's medical record. The following will be placed in every progress note prior to session and will be verified each session:

Information needed:

- a. **Address of Patient During this Session:**
 - b. **Emergency contact Number for that Address:**
 - c. **Any Other Individuals Present in the Home During This Session:**
 - d. **Any Relevant Contact Information (e.g. For Any Other Individuals Present in the Home During Session):**
- K. **Patient Privacy and Security:** No video recording is allowed by the patient or by the provider unless both patient and provider have signed a VA form 10-3023 Consent for use of Picture and/or Voice. Veteran/family/caregiver present may request copies of their medical records produced from either Provider or Agency. Referral to HIM/ROI and/or Agency records custodian should be provided upon inquiry.
- L. **Method of Communication:** Primary methods of communication between VA Phoenix provider and CFHM will be Outlook email, telephone, and video teleconference (VTC). Outlook email communication between PVAHCS and CFHM will not contain Veteran PHI.
- M. **Set Up & Logistics:**
- 1. **Visit Location/VistA Clinics.** VistA Clinics and encounter forms are required to capture workload and are where stop codes are assigned. Phoenix VAMC has established the following clinic/visit locations:
 - a. PHX-HT CVT CHANDLER PRO-X
 - b. PHX-VIDEO TO HM CHANDLER PRO-X
 - 2. **Note Titles.** Note titles are used by the providers to document care in CPRS charts. Note titles utilized by the HT NPs are in accordance with Home Telehealth (HT) policies. Some note titles e.g. NP Note may be used at the provider's discretion.
 - 3. **Clinic Profile.** The clinic profile defines the clinic times. Phoenix VA Telehealth services will work with HIMS/HAS and DSS to set up the clinic profile. Telehealth suggests the following general guidelines:
 - a. Monday-Friday zero availability so scheduling can take place as needed.
 - b. Appointments may be a maximum of 60 minutes in length, depending on the nature of the visit/encounter.
 - c. First appointment begins at 7:30am AZ and last until 4:00pm AZ; Clinic times may extend until 7:00pm with availability of covering provider.
 - d. The following CPT coding for Home Telehealth (HT) video visits may be attached to the appropriate note title encounter form i.e. HT Video

Visit Note or NP Note (the CPT code used when this service is delivered face to face is used along with the modifier to denote the telecomm delivery of care: GT = interactive telecomm):

a. 99201 – 99215 GT (for MD/NP/PA)

b. 99211 GT (for RN)

e. Telehealth and Primary Care providers listed on page 11 will be added as users of the location when the clinic profile is set up.

4. **Stop Codes.** For VTEL/CVT telehealth encounters, the *providing facility* will establish the following DSS ID stop codes in the clinic profile and encounter form:

a. **179** stop code “Real Time Clinical Video Care to Home” will serve as the secondary stop code. Definition: “Records workload using real-time videoconferencing as a means to replicate aspects of face-to-face assessment and care delivery to patients in their homes. Assessment and care may include: health/social evaluations, wound management, exercise plans, patient appearance, monitoring patient self-care, medication management, monitoring vital signs, including pain, etc. These telehealth encounters must be electronically documented in CPRS, fully meeting criteria for a provider encounter.

b. **323** stop code “Primary Care Medicine” will serve as the primary stop code. Definition: “Records patient visit for primary care provided through a coordinated, interdisciplinary provision of medical, nursing, psychosocial, and allied health services for disease treatment and prevention and health promotion and education, referral for specialty, rehabilitation, and other levels of care, follow-up and overall care management by the primary care provider and support team for men and women patients. Includes provider and support services”.

c. **685** stop code “Care of Home Telehealth (HT) Program Patients” will also serve as a primary stop code. Definition: “Records activities for all other clinical encounters relevant to patient’s coordination of care. In the Primary position, stop code 685 indicates Home Telehealth (HT) as the work-unit providing the activity/care. For use only by approved Home Telehealth (HT) Programs (previously named Care Coordination Home Telehealth [CCHT]).

5. **Scheduling.** Scheduling will be coordinated between CFHM's Senior Management Analyst and the Phoenix Telehealth Program Support Assistant(s) based on the availability of the Phoenix VA Providers, Veteran- Patient, and CFHM Community Paramedics. CFHM will be provided a 'video visit' email from the VideoAnywhere scheduling software with a link of the patient's appointment information which includes date and time of appointment, Phoenix VA provider, contact number, and new username and password for the temporary licensed Cisco Jabber Video for Telepresence software. The Veteran will be scheduled for the video visit in their home facilitated by CFHM with the Phoenix VA Provider(s).
6. **Equipment.** Appropriate and functional telehealth equipment will be required at receiving agency, CFHM, when conducting the video visit with Phoenix VAMC. CFHM will need clinical video telehealth technology to VA standards. VA Telehealth Services and CFHM are both responsible for assuring clear and appropriate transmissions that are of sufficient quality to allow telemedicine providers to perform the agreed-upon services.
7. **Documentation.** Phoenix VAMC providers will complete all required medical record documentation in accordance with VHA Medical Record Documentation Directives. Abbreviations and acronyms will be kept to a minimum and, if necessary, will comply with the list of approved abbreviations provided to telemedicine provider prior to services being initiated.

N. Prescribing Controlled Substances:

1. Initial In-Person Evaluation Mandated Prior to Prescribing Controlled Substances Using CVT VA Video Connect—the Ryan Haight Act requires by US Law an initial face to face visit by the specific prescribing clinician prior to his/her prescribing any controlled substances by CVT VA Video Connect.

O. Education and Training: All CVT VA Video Connect providers and telepresenters will complete the following courses:

- CVT core competencies and Telehealth technology overview
- Telehealth Clinical Applications for CVT VA Video Connect.
- Emergencies procedures and specific technology training modules, if necessary
- CFHM Telepresenters will complete all Telehealth trainings and then be certified by a designated PVAHCS CVT Preceptor.
- Mandatory review of policy VHA Directive 1078 – *Privacy of Persons Regarding Photographs, Digital Images, and Video or Audio Recordings.*

It is further recommended that all providers remain current on training as outlined by a VHA approved National CVT Training Center.

P. Quality Management

Quarterly reports or as needed will be provided to Telehealth and VA leadership on the following:

Domains	Process Measures	Outcome Measures
Clinical domain	<ul style="list-style-type: none"> • # of unique patients with telehealth stop code vs. total for CVT into the Home Service • # of telehealth encounters (Clinical Video, Store and Forward, and Care Coordination) vs. total for CVT into the Home Service 	<ul style="list-style-type: none"> • Patient satisfaction • Provider satisfaction • Clinical quality indicator achievement accomplished via telehealth visit (e.g. patient education)
Business domain	<ul style="list-style-type: none"> • # of no shows • # visits per FTE or per unit of time 	<ul style="list-style-type: none"> • Travel cost avoided • Travel time avoided • Access to care
Technical domain	<ul style="list-style-type: none"> • % of dropped calls 	<ul style="list-style-type: none"> • % visits completed successfully

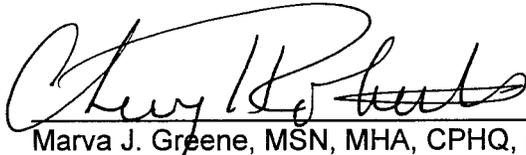
Q. Performance Improvement

A performance Improvement plan will be initiated based on the outcome measures after the first initial six (6) months of implementation.

- R. Billing considerations: The Veteran will incur no charges for participation in this program by CFHM. Additionally, per copayment exemption documentation IB 10-480 (see attachment 5 for document), the Department of Veterans Affairs (VA) has removed the copayment for Veterans who receive in-home video telehealth services.

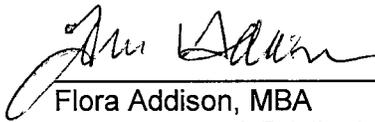
PARTICIPATING AGENCIES

PHOENIX VA HEALTH CARE SYSTEM (PVAHCS):



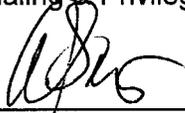
Marva J. Greene, MSN, MHA, CPHQ, FACHE
Deputy Nurse Executive

8/4/16
Date



Flora Addison, MBA
Credentialing & Privileging

8/4/2016
Date



Aretha M. Scott, MHA
Supervisor, Eligibility & Enrollment Services

8/4/16
Date



Manolo Moneda, MBA, BSN, RN
Nurse Manager/Facility Telehealth Coordinator

8/4/16
Date



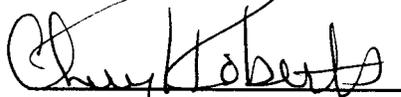
Samuel M. Aguayo, M.D.
Interim Chief of Staff

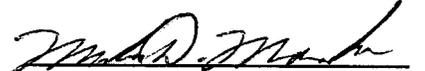
04 AUG 16
Date

Attachment 1: Key Contacts and Privileged Providers For This Telehealth Service

(Note: Key Contacts and Providers will be updated as staff changes occur.)

Updated:
8-4-16
Date


Cheryl Roberts
Chief of Clinical Service


Manolo Moneda
Facility Telehealth Coordinator

Provider Name	Credentials	Phone/Pager Number
Gwendolyn Astudillo-Tee, NP	Nurse Practitioner	602-277-5551 ext. 1-7569 480-433-6342 cell
Barbara Dupaul, NP	Nurse Practitioner	480-220-1662 cell 602-277-5551 ext. 1-6869 602-779-3720 Pager

Phoenix VA Site Key Contacts:

Staff Function	Name/Title	Phone/Pager	Notes
Facility Telehealth Coordinator	Manolo "Manny" Moneda, RN MBA Facility Telehealth Coordinator/Nurse Mgr	602-277-5551 ext. 1-5538 602-362-8995 (cell)	Manolo.Moneda@va.gov Location: Phoenix
Facility Privacy/FOIA Officer	Mary Monet	602-277-5551 ext. 1-2342	Mary.Monet@va.gov
Chief of Clinical Service Point of Contact (POC)	Barbara Dupaul, NP	480-220-1662 602-779-3720 Pager	Barbara.Dupaul@va.gov
Chief Health Informatics Officer	Hamed Abbaszadegan, MD, MBA	602.277.5551 ext. 1-2384	Hamed.Abbeszadegan@va.gov
Eligibility & Enrollment Services	Aretha Scott, MHA Supervisor	602-277-5551 ext. 1-5825	Aretha.Scott@va.gov
Clinical Video Telehealth Administrative Point of Contact (POC)	Janice Aquart, MSN, MHA, RN CVT Lead RN	602-290-8003 (cell)	Janice.Aquart@va.gov
Facility Patient Safety Manager	Rita Tassinari	602-277-5551 ext. 1-7785	Rita.Tassinari@va.gov
Clinical Application Coordinator	Christine Stang	602-277-5551 ext.1-5510	Christine.Stang@va.gov Location: Phoenix
VA Video Connect Scheduler	Harry Wilson, Jr PSA Lisa Tadano PSA Allison Reusch-Sinclair, PSA	602-277-5551 ext 1-6309 602-277-5551 ext 1-5493 602-277-5551 ext 1-4570	Harry.Wilson2@va.gov Lisa.Tadano@va.gov Allison.Reusch-Sinclair@va.gov
Point of Contact for Equipment set up, testing, troubleshooting	Bradley Meisenburg, TCT	602-277-5551 ext. 1-6689 480-352-2837 cell	Bradley.Meisenburg@va.gov
Emergencies:	OI&T	x6666	Technical issues.
• Emergency Room	VHA Telehealth	866-651-3180	Technical issues – Tier 1
• VA Police			

<ul style="list-style-type: none"> • Technical • Other 	Helpdesk Suicide Hotline VA Police	800-273-8255 x6420 or x5030	
Closes provider VISTA encounter	Home Telehealth NPs and covering providers		

City of Chandler (CFHM) Site Key Contacts:

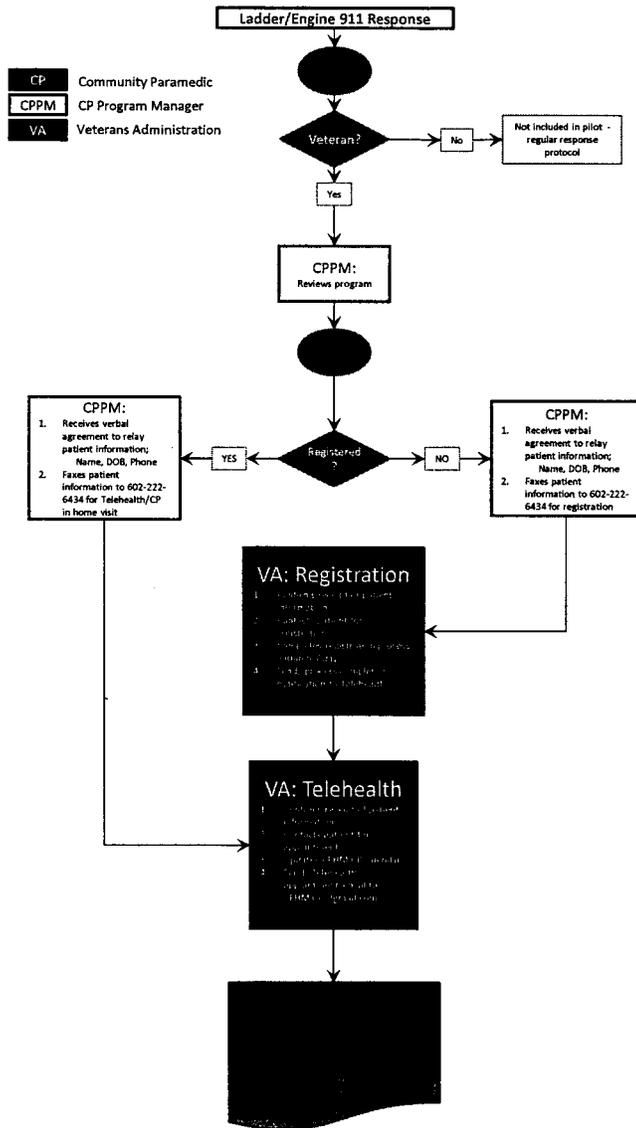
Staff Function	Name/Title	Phone/Pager	Notes
Chandler Fire, Health & Medical Department (CFHM)	Thomas Dwiggin, Fire Chief	480-782-2136	Thomas.Dwiggin@chandleraz.gov
	Val Gale, Assistant Chief	480-782-2114	Val.Gale@chandleraz.gov
	Shane Kelber, EMS Battalion Chief	480-782-2115	shane.kelber@chandleraz.gov
	Jim Spengler	480-782-2134	james.spengler@chandleraz.gov
	Chad Goswick	480-782-2134	chad.goswick@chandleraz.gov
	Dave Garcia	480-782-2134	david.garcia@chandleraz.gov
	Mike Cravener	480-782-2134	michael.cravener@chandleraz.gov
Administrative Primary Point of Contact (POC)	Robin Miller, Senior Management Analyst	480-782-2119	Robin.Miller@chandleraz.gov
Administrative Point of Contact	Felicia Aguirre, Senior Administrative Assistant	480.782.2063 480.782.2150 fax	Felicia.Aguirre@chandleraz.gov

**Attachment 2: General Technical and Clinical Considerations
for CVT VA Video Connect**
(Other guidance can be found in the CVT VA Video Connect Supplement found on the VHA
Telehealth Services Web Site)

Clinical & Technical Considerations Check list	Yes	No	Comments
Initial In-Person Evaluation Mandated Prior to Prescribing Controlled Substances Using CVT VA Video Connect—the Ryan Haight Act requires by US Law an initial face to face visit by the specific prescribing clinician prior to his/her prescribing any controlled substances by CVT VA Video Connect. This is also the case in Emergency situation as well.	X		
The Facility Patient Safety Officer may be consulted to assure that the proper procedures and processes are in place for patient privacy and security. Such guidance includes but not limited to: No video recording is allowed by the patient or by the provider unless both patient and provider have signed a VA form 10-3203 Consent for use of Picture and/or Voice.	X		
An Emergency plan is developed and implemented and may include the following: <ol style="list-style-type: none"> 1. CFHM and MH emergency resources for back-up (e.g. local MH staff and/or support staff, local suicide prevention coordinator). 2. National Veterans Crisis Line (VCL) at 1-800-273-8255 (1-800-273-TALK) for additional assistance. 3. if necessary, and provide referral to Suicide Prevention Coordinator or POC, if appropriate. 4. In the case of a medical or mental health emergency, it is recommended that the Teleprovider cannot provide in-person assistance/care, the CFHM will assist as the emergency POC and implement their emergency protocols/procedures. This contact information should be found in the Telehealth Service Agreement. 	X		
The patient's routine address, local emergency number, and available contacts should be documented in a readily retrievable place in the medical record (e.g. in the initial video into the home note and/or on the top of each visit note). Example for Progress Notes: <ol style="list-style-type: none"> 1. Address of Patient During this Session: 2. Emergency Number for that Address: 3. Any Other Individuals Present in the Home During This Session: 4. Any Relevant Contact Information (e.g. For Any Other Individuals Present in the Home During Session): 	X		
Family, nearby relatives or significant individuals in the home, then home phone, cell phones and any additional means of contact should be obtained and documented as well in a readily retrievable place in the medical record. Local emergency number can be found at http://www.usacops.com .	X		
CFHM owns their own devices: PC or IPAD with a webcam, secure internet access and telephone access. There are currently no restrictions on the type of PC/IPAD, webcam, or internet provider. The visit/encounter will commence an area that is confidential and private to the clinician and patient.	X		
The provider has access to a computer with a web cam and MOVIE latest VA version is loaded on their computer by OI&T This equipment will tested prior to the first visit to assure connectivity.	X		
VA staff contacts National Telehealth Technology Help Desk 1.866.651.3180 to report any technical issues with video quality	X		

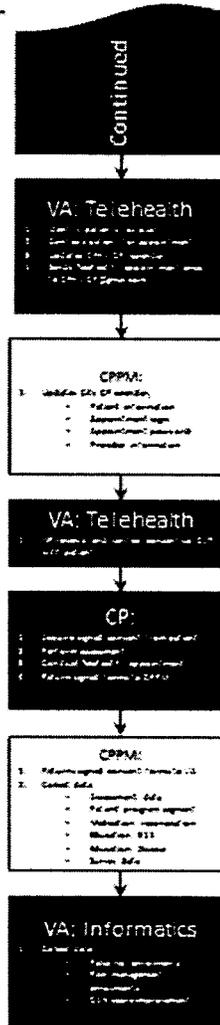
Attachment 3: Chandler Fire, Health & Medical Department (CFHM) and Phoenix VA Health Care System (PVAHCS) Non-Emergent Algorithm

Community Paramedic Program Veterans Administration Assistance: "911"



Community Paramedic Program Veterans Administration Assistance: "911 / HT / 2 Day Discharge / CAN Scores"

- CP Community Paramedic
- CPPM CP Program Manager
- VA Veterans Administration



Attachment 4: Clinical Video VA Video Connect Information Sheet



VA HEALTH CARE
Defining EXCELLENCE
in the 21st Century

Veterans Health Administration Clinical Video Telehealth into the Home Information Sheet



Why use videoconferencing (clinical video telehealth) to access VA care from my home?

My VA medical care team, along with Chandler Fire, Health & Medical Department (CFHM) believes that VA clinical video telehealth might be beneficial to my medical care (e.g., easier access to health care from the comfort/privacy of my home, reduced need for travel).

What technology do I need to have in my home to participate?

I will not need any equipment because Chandler Fire, Health & Medical Department has their own equipment and the VA medical care team also has their own equipment.

What about my privacy?

I will be videoconferencing with my VA care team and with Chandler Fire, Health & Medical Department over the Internet but only they and I will be able to view the videoconference. The videoconference will not be recorded.

Will participating affect my computer or tablet?

No because, my computer or tablet is not needed for this clinical video telehealth encounter.

What are the limits?

I understand the VA software download will enable videoconferencing with my VA care team and Chandler Fire, Health & Medical Department only, and only during the time of my scheduled appointment.

Attachment 5: Copayment Exemption for In-Home Video Telehealth Care (IB 10-480)



IB 10-480
May 2012

COPAYMENT EXEMPTION FOR IN-HOME VIDEO TELEHEALTH CARE

The Department of Veterans Affairs (VA) has the authority to establish outpatient copayments for certain Veterans. Based on this authority, VA is removing the copayment for Veterans who receive care in their homes using video conferencing.

What is In-home Video Telehealth care?

This service connects you, the Veteran, to a VA health care provider using video conferencing equipment in your home. Using video conferencing, your provider can assess your condition and review vital signs such as blood pressure on video. This assists in providing needed care to those who have difficulty traveling to a VA health care facility. VA is striving to make the home a preferred place of care, whenever medically appropriate.

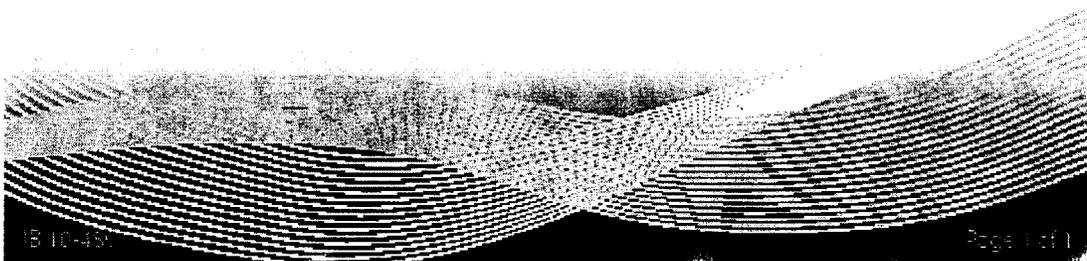
Who will this change benefit?

Primarily Veterans with limited mobility such as spinal cord injury patients. However, this change will favorably impact other Veterans who would benefit from this type of service.

When will the copayment exemption for In-home Video Telehealth care be effective?

The effective date of this change is for care provided after May 6, 2012.

Note: This copayment exemption only applies to in-home video telehealth services.



IB 10-480

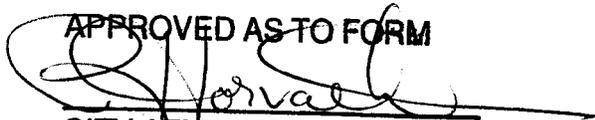
Page 1 of 1

**CITY OF CHANDLER
CHANDLER FIRE HEALTH & MEDICAL DEPARTMENT (CFHM):**



Tom Dwiggins
Chief, CFHM

8-4-16
Date

APPROVED AS TO FORM


CITY ATTORNEY