

**MEMORANDUM OF AGREEMENT
TELEPSYCHIATRY/TELETHERAPY SERVICES**

1. PARTIES. The parties to this Agreement are (insert name) (“Facility”), and Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center (“CRMC”).
2. PURPOSE. This Agreement outlines the administrative and clinical procedures for generating and reviewing Telepsychiatry and Teletherapy services (as defined below). Reimbursement for services provided by CRMC providers to Facility is through the patients’ payers.
3. BACKGROUND. Telepsychiatry and Teletherapy enable clinical care to be provided from a distance. Advanced electronic communication and information technologies are used to provide or support the clinical care. Using Telepsychiatry and Teletherapy can eliminate the need for a patient to travel to the consultant site, improve access to limited services and reduce delays in providing care. Both parties understand the need to treat all information generated from, or in conjunction with, a Telepsychiatry/Teletherapy consult as a traditional face-to-face consultation and comply with current HIPAA Privacy & Security Rules. Additional services and requirements are described in the following paragraphs.
4. DEFINITIONS.
 - a. *Telepsychiatry.* Telepsychiatry focuses on the treatment for psychiatric illness using pharmacological means. Telepsychiatry involves diagnosis and medication management which may utilize some therapeutic interventions, but will generally involve a review the patient’s psychiatric medications.
 - b. *Teletherapy.* Teletherapy is the diagnosis and treatment of psychiatric illness using therapeutic treatment modalities.
5. RESPONSIBILITIES:

Facility shall:

 - a. Designate a staff member in writing as the facility Telepsychiatry/Teletherapy coordinator.
 - b. Provide CRMC a current contact list for key office personnel, including providers, office/practice manager and Telepsychiatry/Teletherapy coordinator. The contact list will include phone numbers, fax number and email addresses, in the form attached hereto as Exhibit A.
 - c. Ensure Protected Health Information is protected in accordance with the HIPAA Privacy & Security Rules.

- d. Complete necessary health care forms as required by current regulations and directives and send to the CRMC provider.
- e. Ensure patient information is complete and transmitted with each case.
- f. Ensure that required insurance information is completed and sent with the consult request.
- h. Notify CRMC provider by telephone of any urgent cases.
- i. Not bill for the services provided by CRMC.
- j. Designate a specific location for Telepsychiatry/Teletherapy consults.

CRMC shall:

- a. Provide consultation to referring providers upon request and as scheduled in advance.
 - b. Notify Facility of any discrepancy with patient or billing information.
 - c. Ensure required forms are completed at the time of care.
 - d. Ensure Protected Health Information is protected in accordance with the HIPAA Privacy & Security Rules.
 - e. Provide Facility with necessary credentialing documentation as required.
 - f. Provide peripheral equipment to the video conferencing hardware and any additional specialty equipment necessary to provide care to patients of CRMC providers.
 - g. Bill the appropriate insurance or payor for the services it provides to patients under this Agreement.
6. **OTHER PROVISIONS.** Nothing in this agreement is intended to conflict with current law or regulation. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
7. **EFFECTIVE DATE.** The terms of this agreement will become effective on the date of the last signature below.
8. **MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties.

9. **TERM AND TERMINATION.** The terms of this agreement, as modified with the consent of both parties, will remain in effect for a period of three (3) years from the effective date. The agreement may be extended by mutual agreement of the parties in writing. Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.
10. **LIABILITY.** CRMC shall be liable for any and all claims, costs, and expenses, arising from and out of an alleged negligent act(s) or omission(s) of CRMC, its agents or employees, in the performance of the obligations under this Agreement.

Facility shall be liable for any and all claims, costs, and expenses, arising from and out of an alleged negligent act(s) or omission(s) of Facility, its agents or employees, in the performance of its obligations under this Agreement.
11. **NO THIRD PARTY BENEFICIARY.** This Agreement does not create any third party beneficiary rights in any person or entity, including, without limitation, any patient, physician, or other individual or entity.
12. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Wyoming and, where Wyoming law is preempted by federal law, by the laws of the United States. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Laramie County, Wyoming, and each party submits to the jurisdiction of said courts and waives the right to change venue.
13. **COMPLIANCE WITH APPLICABLE LAWS.** Each party shall comply with all applicable state and federal laws in performing its obligations hereunder and in interpreting the terms of this Agreement.
14. **LICENSURE.** Facility is required to have and maintain a current DEA Site License 303(f) during the period of this Agreement and should be able to produce a copy immediately upon request.
15. **NON-EXCLUSIVE AGREEMENT.** This Agreement in no manner precludes or prohibits either party from negotiating or entering into similar and/or separate agreements with other individuals or entities regarding the subject matter of this Agreement.
16. **AUTHORITY TO CONTRACT.** The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective parties, perform the obligations under this Agreement, and make all representations, warranties, and grants as set forth herein.
17. **ILLEGALITY.** Any provision that would jeopardize CRMC's tax-exempt status, accreditation or licensure will be deemed void or, in the alternative, upon discovery of the provision, CRMC may immediately terminate the Agreement.

18. **NO INFLUENCE ON REFERRALS.** It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other party or its affiliated entities, if any, or the purchasing, leasing or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided. Without limiting the foregoing, the parties acknowledge that neither party has promised or represented that the other will receive any specific business volume or be the exclusive provider of services in the geographic area.
19. **INSURANCE.** All parties to this Agreement shall maintain in full force and effect appropriate general liability insurance and other insurance, including workers' compensation protection and unemployment insurance as required by law.
20. **EXCLUDED PROVIDER.** The parties represent and warrant that they are not now and at no time have been in any way excluded or disbarred from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as a "governmental health care program"). The parties further represent and warrant that they are not now under contract with and will not contract with individuals, groups, Facilities or other parties (collectively known as Providers) who are in any way excluded or disbarred from participation in governmental health care programs to provide services. The parties agree to immediately notify each other of any threatened, proposed or actual exclusion from participation in any governmental health care program. In the event that a party is excluded from participation in any governmental health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that a party is in breach of this Section, this agreement shall terminate as of the date of the exclusion. In the event that any Provider is excluded from participation in any governmental health care program during the term of this Agreement, the party with the relationship with Provider will immediately terminate the agreement with Provider and immediately notify the other party.
21. **SECURITY BREACHES.** Facility shall ensure that all of its information technology, including, hardware, software, and physical plant, is protected by up-to-date security measures, in accordance with – at minimum – HIPAA and ISO 1799:2005 standards. Should these standards become obsolete or fall below generally accepted community security standards during the term of this Agreement, Facility shall increase its levels of security accordingly. At CRMC's request, Facility shall co work with CRMC to resolve any questions or issues related to this requirement.

In the event of a security breach, Facility shall provide CRMC with identifying the extent of the breach, the specific materials disclosed or accessed, the individuals

affected by the breach, and any other matter reasonably requested by CRMC. In addition, in the event that information is disclosed or accessed that may subject one or more individuals to a more than minimal risk of identity theft, Facility shall provide such individuals with at least a one (1) year subscription to a credit monitoring service, where practicable and the limitation of liability provisions of this Agreement shall not apply.

22. **ELECTRONIC COMMUNICATIONS.** In performing services under this Agreement, the Parties may wish to communicate or deliver documents electronically, via facsimile, electronic mail or similar methods (collectively, "E-mail"). However, the Parties recognize that the electronic transmission of information, including attachments to E-mail and access to E-mail systems by the Parties, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed, delayed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Each party has taken steps within its organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-mail is free of the foregoing faults or that use of E-mail will not create any harm to electronic systems. Unless a party notifies the other party otherwise in writing, acceptance of this Agreement represents consent to accept and use E-mail for all means of communication under the Agreement, including access by employees to E-mail through the other party's electronic systems.
23. **GOVERNMENTAL IMMUNITY.** CRMC does not waive any governmental immunity by entering into this Agreement, and CRMC retains all immunities and defenses provided by law. Any actions or claims against CRMC under this Agreement must be in accordance with the Wyoming Governmental Claims Act.

APPROVED BY:

FACILITY:

By: _____

Date: _____

Name: _____

Title: _____

MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL
MEDICAL CENTER:

By: _____
Robin Roling, Chief Operating Officer

Date: _____

EXHIBIT A

POINTS OF CONTACT:

a. FACILITY:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Additional POC:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____