Telemedicine Services

Telemedicine Services are currently available solely to the Division of Adult Institutions. When telemedicine services are offered, the Contractor and its providers must abide by and agree to the provisions described in this Agreement.

Coordination of all telemedicine services is maintained through CCHCS Telemedicine Services (TMS). In order to ensure coordinated service delivery, Contractor and its providers will not directly contact the institution(s) to initiate services. Institutions may not begin receiving telemedicine services from Telemedicine Providers without obtaining written authorization from TMS prior to service delivery. Approval from CCHCS Direct Care Contracts Section and TMS must be obtained prior to providing telemedicine services to institutions not included in this Agreement. As a standard, telemedicine services may be provided from a hospital, surgery center, or individual provider’s office. All telemedicine encounters will adhere to patient confidentiality and privacy policies, Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act, and California Medical Instrumentation Association (CMIA) requirements.

1. **Contractor Responsibilities:**
2. Contractor agrees to abide by the procedures contained herein and any disseminated by TMS through telemedicine provider training and telemedicine clinical support documentation.
3. Contractor shall receive a copy of the telemedicine clinical support documentation and shall ensure its providers receive a copy of the telemedicine clinical support documentation. Contractor shall receive program training regarding CCHCS telemedicine equipment and procedures from TMS.
4. Contractor must contact TMS to make any changes to the telemedicine clinic authorization and schedule. This includes cancellations, rescheduling, and/or new requests for telemedicine services, and any other necessary changes. Contractor shall not schedule telemedicine services directly with institutions.
5. Contractor will give as much notice as possible but no less than three (3) business days, in the event of a foreseeable clinic cancellation.
6. CDCR shall provide access to CDCR’s correctional formulary. Contractor and its providers shall refer to and utilize CDCR’s correctional formulary or document the reason for recommending a non-formulary medication.
7. Contractor will maintain on-site medical record information on each patient seen via telemedicine. This information will be stored to meet CDCR, HIPAA, HITECH, and CMIA compliance requirements.
8. Contractor’s equipment and connectivity to perform telemedicine must meet the CDCR established and approved methods and specifications.
9. Contractor shall meet or exceed the Information Technology (IT) security standards established by CCHCS, based upon the International Organization for Standardization and the International Electrotechnical Commission 27002 standard and the National Institute of Standards and Technology 800 series. Where warranted, Statement on Auditing Standards No. 70 audits may be required.
10. Contractor shall obtain approval from TMS prior to conducting connectivity testing or prior to the initial connection from an institution via Telemedicine. Contractors shall not initiate connectivity to the institutions.
11. Contractor shall provide connectivity for telemedicine encounters utilizing either the H.323 or Session Initiation Protocol (SIP) protocols over an Internet Protocol (IP) Network.
12. Contractor shall provide sufficient network bandwidth to support the minimum transmission of a 720P video signal. Currently, this is equal to 1472Kbps of synchronous traffic. Additionally, the contractor is responsible for ensuring that the quality of their connection meets the expectations and perceptions to successfully complete a telemedicine encounter.
13. Contractor is responsible to provide all necessary video communication equipment. The equipment must meet HIPAA guidelines, support Advanced Encryption Standard 128 bit (AES-128), and at least one of the following Audio/Video Codes:
	1. Audio: G.711, G.722, G.722.1, 64 bit & 128 bit MPEG4 AAC-LD
	2. Video: H.261, H.263, H.263+, H.263++, H.264
14. Contractor shall provide a personal computer capable of connecting to Cloud-based telemedicine solutions during telemedicine encounters. Currently, TMS utilizes the 3M Littmann Cloud to receive and interpret cardiac and respiratory tones.
15. Contractor shall maintain connectivity requirements as deemed necessary by CCHCS in order to access patient health information.
16. Contractor shall be responsible for providing and maintaining all telemedicine equipment/software/data communications outside of CCHCS and all telemedicine encounters shall be provided in a professional office, NOT a public or residential setting (i.e. home), by the Telemedicine Provider.
17. Contractor shall be responsible to inform Telemedicine Services IT and Scheduling immediately upon becoming aware of connectivity failures; and restore services within twenty-four (24) hours of failure.
18. Contractor and its providers agree to submit required dictated consultation reports to the institution within three (3) business days. The dictated consultation reports shall be submitted electronically in PDF (preferred), JPEG, or TIFF format. Contractor and its providers shall utilize Medweb, or its successor, to submit the dictated consultation report. Submitted dictated consultation reports must be final reports reviewed and approved by the licensed Telemedicine Provider. Submitted dictated consultation reports must include the following:
	1. Telemedicine Provider’s medical specialty;
	2. Full patient identification, including CDCR Number and date of birth; and
	3. Dictated consultation reports must be signed by the Telemedicine Provider, either by hand or electronically.
19. Contractor will receive patient health information via Medweb, or its successor, until the Electronic Unit Health Record becomes available to outside contractors.
20. Contractor will utilize Medweb, or its successor, for the transmission of post-clinic paperwork back to the institutions. (Medweb training will be provided by TMS).
21. Contractor and its providers are required to bill claims using Current Procedural Terminology (CPT) codes approved for telemedicine billing under Medicare. All CPT codes for telemedicine encounters must be accompanied by either a “GT” or “GQ” modifier, or its successors, and the designated place of service indicator, as appropriate. Inquiries regarding telemedicine billing shall be directed to the Healthcare Invoicing Section Help Desk at (916) 691-0699
22. Contractor and its providers will be notified of patient's primary language and/or hearing impairment when a telemedicine encounter is scheduled. Telemedicine Providers must let CCHCS know if required translation services cannot be provided at the time of the appointment. If a translator is not available, CCHCS shall provide a translator at no cost to the Telemedicine Provider.
23. **Telemedicine Provider Responsibilities:**
24. Telemedicine Providers shall provide a ninety (90) day rolling schedule of availability.
25. Telemedicine Providers shall receive official program training before initial telemedicine services and attend in-service training when requested by Telemedicine Services.
26. Telemedicine Providers shall ensure that all scheduled services are delivered at the time scheduled, unless unavoidable circumstances occur.
27. Telemedicine Providers shall refer to and utilize CDCR’s correctional formulary or document the reason for recommending a non-formulary medication.
28. Telemedicine Providers shall not distribute memos, letters, or written information without review and approval by the on-site institution’s Chief Executive Officer (CEO), Chief Medical Executive (CME), Chief Nursing Executive (CNE), or designee and TMS, or their designees.
29. Telemedicine Providers shall not conduct trainings, schedule meetings, or conduct IT connectivity testing without prior approval of the on-site institution’s CEO, CME, CNE, or designee, and TMS, or their designees.
30. Telemedicine Providers shall not request CDCR staff to perform duties or assignments not directly related to that institution’s telemedicine services program.
31. Telemedicine Providers must be willing to take instructions and work with institution management and staff.
32. Contractor and its providers agree to submit required dictated consultation reports to the institution within three (3) business days. The dictated consultation reports shall be submitted electronically in PDF (preferred), JPEG, or TIFF format. Contractor and its providers shall utilize Medweb, or its successor, to submit dictated consultation reports. Submitted dictated consultation reports must be final reports reviewed and approved by the licensed Telemedicine Provider. Submitted dictated consultation reports must include the following:
	1. Telemedicine Provider’s medical specialty;
	2. Full patient identification, including CDCR Number and date of birth; and
	3. Dictated consultation reports must be signed by the Telemedicine Provider, either by hand or electronically.
33. All telemedicine encounters shall adhere to patient confidentiality and privacy policies, HIPAA, HITECH, and CMIA requirements.
34. Contractor and its providers are required to bill claims using current CPT codes approved for telemedicine billing under Medicare. All CPT codes for telemedicine encounters must be accompanied by either a “GT” or “GQ” modifier, or successors, and the designated place of service indicator, as appropriate. Inquiries regarding telemedicine billing shall be directed to the Healthcare Invoicing Section Help Desk at (916) 691-0699.
35. Contractor and its providers will be notified of patient's primary language and/or hearing impairment when a telemedicine encounter is scheduled. Telemedicine Providers must let CCHCS know if required translation services cannot be provided at the time of the appointment. If a translator is not available, CCHCS shall provide a translator at no cost to the Telemedicine Provider.
36. At least annually, but at any time necessary as determined, CCHCS will evaluate Contractor responses and Telemedicine Provider performance relative to the requirements outlined in this Agreement. If CCHCS determines that a service delivery problem exists, (late appointments, cancellations, refusals to see patients, or schedule patients in a timely manner), that negatively impacts the provision of covered services to patients, TMS will work with the Direct Care Contracts Section and the Contractor on a corrective action plan, and may seek other remedial actions as needed.