



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of April 27, 2016

DATE: April 18, 2016

FROM: Nancy Mooney, Contract Specialist Phone: 322-7516
Health Services, Behavioral Health Division

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Document #2016-198, Amendment #1 to the Agreement between Iris Telehealth and Deschutes County Health Services (DCHS).

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

The contract between Iris Telehealth and Deschutes County has been modified to include the provision of tele-psychiatry services by either a Nurse Practitioner or board certified licensed child psychiatrist. Iris Telehealth will provide Tele-psychiatric treatment for persons identified and scheduled by Deschutes County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new Deschutes County clients and psychiatric evaluations. The Iris Telehealth provider will provide required documentation of services in Deschutes County's Electronic Medical Record (EMR) system in a manner consistent with professional and community standards of care. Services include psychiatric evaluations, medication management services, and client consultation or client therapy

County shall pay Iris Telehealth, on a fee-for-service basis at \$195 per hour for child psychiatric services and \$125 for services provided by a Nurse Practitioner. The minimum number of hours Iris Telehealth provider(s) will be scheduled is four (4) hours per week and shall not exceed sixteen (16) hours per week.

FISCAL IMPLICATIONS:

Compensation shall not exceed \$250,000.

RECOMMENDATION & ACTION REQUESTED:

Behavioral Health requests approval.

ATTENDANCE: Consent Agenda

DISTRIBUTION OF DOCUMENTS:

Executed copies to: Nancy Mooney, Contract Specialist, Health Services

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact:

Type of Document: Amendment #1 to Personal Services Contract

Goods and/or Services: The contract between Iris Telehealth and Deschutes County has been modified to include the provision of tele-psychiatry services by either a Nurse Practitioner or board certified licensed child psychiatrist.

Background & History: Iris Telehealth will provide Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations. The Iris Telehealth provider will provide required documentation of services in County's Electronic Medical Record (EMR) system in a manner consistent with professional and community standards of care. Services include psychiatric evaluations, medication management services, and client consultation or client therapy

This amendment modifies the contract to include the provision of both adult and child psychiatric services by either a Nurse Practitioner or Child Psychiatrist, as applicable. County shall pay Iris Telehealth, on a fee-for-service basis at \$195 per hour for child psychiatric services and \$125 for services provided by a Nurse Practitioner. The minimum number of hours Iris Telehealth provider(s) will be scheduled is four (4) hours per week and shall not exceed sixteen (16) hours per week.

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance: Name:
Phone #:

Departmental Contact and Title:
Phone #:

Deputy Director Approval: *Deanna Carr* 4-1-16
Signature Date

Department Director Approval: *Deanna Carr, Acting Director* 4-1-16
Signature Date

Distribution of Document: Return to Nancy Mooney, Health Services Department.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)
 Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review *MM* Date 4/18/16

Document Number 2016-198



For Recording Stamp Only



**DESCHUTES COUNTY SERVICES CONTRACT AMENDMENT #1
DOCUMENT NO. 2016-198
AMENDING DESCHUTES COUNTY CONTRACT NO. 2015-619**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2015-619 dated November 1, 2015, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services Department, Behavioral Health Division, hereinafter referred to as "County" and Iris Telehealth hereinafter referred to as "Contractor", is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract is amended as follows (new language is indicated by **bold** font and deleted language is indicated by ~~strikeout~~ font):

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

CONTRACTOR: [NAME]

Authorized Signature

Dated this 7th of April, 2016

COUNTY:

Dated this _____ of _____, 2016

BOARD OF COUNTY COMMISSIONERS

ALAN UNGER, CHAIR

TAMMY BANEY, VICE CHAIR

ATTEST:

Recording Secretary

ANTHONY DEBONE, COMMISSIONER

EXHIBIT 1
 DESCHUTES COUNTY SERVICES CONTRACT
 Contract No. 2015-619
 STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. Contractor shall perform the following work:

The term "Contractor" shall be in reference to Iris Telehealth and/or the Licensed Medical Provider appointed by and contracted with Iris Telehealth for the provision of services.

Contractor shall provide Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations. Contractor shall provide required documentation of services in County's Electronic Medical Record (EMR) system.

A. SERVICES TO BE PERFORMED

Contractor shall provide services as a Licensed Medical Provider (LMP) and document Medical Services using County's EMR, in a manner consistent with professional and community standards of care. Services include:

- 1) Contractor shall provide: Tele-psychiatric services for County clients which may include psychiatric evaluations, medication management services, and client consultation or client therapy.
- 2) Contractor shall use County's EMR and accurately document each client contact including evaluations, service notes, service conclusion summaries, and chart notes, (unless completed by behavioral health staff at time of service).
- 3) Contractor will comply with all privacy and security regulations under the Health Information Portability and Accountability Act (HIPAA).
- 4) Contractor shall provide full assistance to County in order to credential the contracted Licensed Medical Provider so that County may bill and recover revenue from all legal resources for the services provided. Contractor shall provide County with copies of licenses, certificates of insurance and evidence of Continuing Medical Education (CME) credits, as applicable, prior to the provision of services.
- 5) Contractor will give a minimum thirty (30) days' advance notice to County of planned and/or anticipated absences. Contractor shall alert County as soon as possible in the event of unanticipated absence.
- 6) Contractor shall maintain all requirements to perform Tele-psychiatric services which includes maintaining applicable insurance and licenses as a physician within the state of Oregon.

B. METHOD AND PLACE OF GIVING NOTICE AND SUBMITTING INVOICES

Contractor shall submit an invoice following the end of each calendar month, but no later than thirty (30) days after the service(s) has been provided. The invoice shall note the dates and quantity of hours when services were rendered. All notices, invoices and payments shall be submitted in writing and may be given by personal delivery, electronic mail or mail. Notices, invoices, and payments sent by mail should be addressed as follows:

Contractor:	Accounts Payable:	Notices & Contracts:
Iris Telehealth	Deschutes County Health Services	Deschutes County Health Services
1944 East Pembroke Ave.	2577 NE Courtney Drive	2577 NE Courtney Drive
Hampton, VA 23663	Bend, OR 97701	Bend, OR 97701
Attn: Accounts Receivable	Attn: Loretta Gertsch	Attn: Nancy Mooney
	Phone: 541-322-7510	Phone: 541-322-7516
	Fax: 541-322-7565	Fax: 541-322-7565
Tarik.shaheen@iristelehealth.com	Loretta.gertsch@deschutes.org	nancy.mooney@deschutes.org

2. County Services. County shall provide Contractor, at County's expense, with material and services described as follows:
 - a. County shall provide an EHR, training and technical support where Contractor will record data as described in Paragraph 1 of this Exhibit for each specific client that Contractor provides services for.
3. Consideration. County shall provide payments to Contractor once Contractor's invoice is approved.
 - a. County will pay Contractor on a fee-for-service basis at \$195 per hour **for services provided by a licensed and board certified Child Psychiatrist**. County will schedule and Contractor will be available for a minimum average of four (4) service hours per week **and shall not exceed sixteen (16) hours per week**.
 - b. **County will pay Contractor on a fee-for-service basis at \$125 per hour for services provided by a licensed Psychiatric Nurse Practitioner. Contractor shall provide services not to exceed eight (8) hours per week.**
 - c. b- County will pay Contractor for **Child Psychiatrist's time**, \$195 per hour for new hire orientation and EHR training. **County will pay Contractor for Psychiatric Nurse Practitioner's time, \$125 per hour for new hire orientation and EHR training**. Contractor shall confirm with County's Program Manager, by e-mail, the orientation time and hours of EHR training prior to invoicing County.
 - d. e- Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County may immediately withhold payments under this Contract or reject part or all of Contractor's invoice for payment.
 - e. d- If the Oregon Health Authority (OHA) disallows or requests repayment for any funds paid under this Contract due to Contractor's acts or omissions, Contractor shall make payment to County of the amount OHA disallows or requests repayment.
 - f. e- In the event that OHA determines that County or Contractor is responsible for the repayment of any funds owed to OHA by Contractor, Contractor agrees to make such payment within ten (10) days of notification by County or OHA of said determination by OHA.
 - g. f- Upon County Department Director or Behavioral Health Deputy Director's written approval, provided in a separate email or a Memo with an original signature, Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5. If reimbursement for expenses is approved, supporting documentation such as detailed, itemized receipts, must be included with Contractor's reimbursement request. Reimbursement requests are subject to County's approval.
4. The maximum compensation.
 - a. The maximum compensation under this Contract is ~~\$134,000~~ **\$250,000**.
 - b. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
 - 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
 - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or all of the Contractor's invoice for payment.
 - 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.

5. Schedule of Performance or Delivery.
 - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit 1.
 - b. County will only pay for completed work that conforms to the terms of the Contract.
6. Renewal. This Contract may be renewed, subject to the following conditions:
 - a. Renewal will be based on the County Annual Implementation Plan approved by the OHA.
 - b. Renewal is subject to the availability of funding and County approval.

Account Number: VA SHAT 1940

Date: 8/11/15 Initials: LPD

CERTIFICATE OF INSURANCE

DARWIN NATIONAL ASSURANCE COMPANY

C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:
TARIK SHAHEEN, MD &/OR IRIS
TELEHEALTH LLC
1944 E PEMBROKE AVE STE A
HAMPTON VA 23663

Additional Named Insureds:

Type of Work Covered: Psychiatry

Location of Operations: N/A
(If different than address listed above)

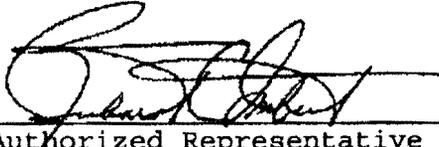
Claim History: None

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	0001-8102	11/01/15	11/01/16	2,250,000 6,750,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:
Name: TARIK SHAHEEN, MD
68 OLD MERIBETH RD
Address: HAMPTON VA 23669


Authorized Representative