

# MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF VETERANS AFFAIRS [INSERT LOCAL] VA MEDICAL CENTER

And

[NTCA MEMBER]

And

[VIRTUAL LIVING ROOM SITE LOCATION]

## TELEHEALTH CREDENTIALING AND PRIVILEGING

The following constitutes a Memorandum of Understanding (MOU) between the undersigned parties, Department of Veterans Affairs [INSERT LOCAL] VA Medical Center, [NTCA MEMBER] and the [VIRTUAL LIVING ROOM SITE LOCATION]. The MOU is to be reviewed or revised as necessary no later than two (2) years from the signed date on this document. An amendment/revision of this document may occur sooner if conditions deemed pertinent to the operational effectiveness of this MOU.

### BACKGROUND

The VHA Handbook (1100.19, 11/14/2008) 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
- **Teleconsultation** 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.”

- A. 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 health care services offered by health care institutions to enhance the delivery of clinical care. The provision of telehealth services as detailed in this MOU, support 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.
- B. This Memorandum of Understand, (MOU) is meant to serve as an agreement between VHA, [INSERT LOCAL] VA Medical Center, the [NTCA MEMBER] ([NTCA MEMBER]), the [VIRTUAL LIVING ROOM SITE LOCATION]. [VIRTUAL LIVING ROOM SITE LOCATION]) and NTCA for the purpose of establishing a Virtual Living Room<sup>SM</sup> (VLR) to facilitate the provision of real time interactive telehealth. This pilot builds on a model for community partnership to connect Rural and Highly Rural Veterans in [CITY/TOWN] and the surrounding area to provide health care services using telehealth technology.
- C. The parties enter into this MOU with the understanding that the [INSERT LOCAL] VAMC and VA Clinics is to deliver health care within the scope of the privileges granted, via telehealth technologies and telecommunication (collectively known as (“Services”).
- D. All Telehealth Providers must have a medical staff appointment at the **Providing Facility**, credentialed and privileged in accordance with the Joint Commission, HIPAA and VHA regulatory standards.

In addition to the MOU the facility and Non-VA Site entering into the agreement will also execute Telehealth Service Agreements for each telehealth service that will specify the business and technical details of the teleconsultation and telemedicine operations set forth in this MOU.

## AGREEMENT

### A. Privileges and Renewal of Privileges:

- 1. The **Providing Facility** is the Joint Commission, (TJC) accredited entity responsible and accountable for credentialing and privileging (C&P) requirements for the Telehealth providers practicing under the auspices of this MOU. Joint Commission C&P completion and maintenance requirements will be subject to survey at the **Providing Facility**.

Telehealth providers will be credentialed and privileged to practice at the ***Providing Facility***. The provider's practice is limited to the privileges granted by the ***Providing Facility*** as noted in this Memorandum of Understanding and the accompanying Telehealth Service Agreement.

- a. Note: if a telehealth provider performs medical duties on-site for a VA medical facility, or otherwise works outside the scope of this Memorandum of Understanding, the provider is no longer considered to be functioning in the role of a telehealth provider and therefore must be independently privileged at each facility where s/he provides this non-telehealth service.

1. Ongoing Professional Practice Evaluations (OPPE) will be performed at the ***Providing Facility*** where the telehealth provider is privileged. Whenever privileging actions are undertaken, the facility conducting the privileging action must collect, review, and consider internal reviews from every facility where the provider is delivering services.
2. The Chief of Staff at the ***Providing Facility*** will ensure that the provider profile (OPPE) of each telehealth provider meets the Joint Commission standards for competency review and that the profile substantiates the provider's continued competency and supports the granting of requested clinical privileges.
3. Deficiencies in professional performance will be addressed in accordance with VHA Handbook 1100.19.

B. Responsibilities shared by both ***Providing Facility*** and ***Receiving Site***:

1. The ***Providing Facility*** and the ***Receiving Site*** will comply with all applicable laws, regulations, and IT security mandates, including, but not limited to:
  - a. VHA Handbook 1100.19, Credentialing and Privileging (including amendments).
  - b. VACO, VISN and Facility telehealth specific policies and procedures
2. The ***Providing Facility*** and the ***Receiving Site*** will implement and adhere to processes and strategies to ensure Telehealth Services are coordinated to promote coordination of care, timely access, and a reduction in unwarranted variations in delivery of services. Indications are that Veterans are far more likely to experience "team-based care" within VHA, when Telehealth providers interface with the Primary Care PACT teams.
3. During the term of this MOU, the ***Providing Facility*** and the ***Receiving Site*** shall comply with all applicable laws and regulations including, without limitation, laws and regulations concerning patient records and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
4. The ***Providing Facility*** is responsible for making available all access to all relevant medical records and health information systems.

5. The **Providing Facility** and the **Receiving Site** are responsible for assuring availability of all necessary space, equipment, staff, support services, and other resources necessary to provide requested telehealth services prior to the initiation of these services. The facilities will confirm that all appropriate and necessary resources, as specified by the Telehealth Service Agreement, are in place prior to initiation of service(s). This may include, but is not limited to, space, staffing, equipment, support services, and clearly identified emergency response processes and contacts.
6. Via the Telehealth Service Agreement, the **Providing Facility** and the **Receiving Site** will provide one another current contact information including contacts for obtaining technical assistance during care encounters and contacts for individuals who will ensure technical assistance is timely and adequately supports the telehealth services made possible by this MOU. The Facilities are responsible and accountable for updating contact information whenever there is a change in contact information.
7. In the event there should be an interruption to the Telehealth services made possible by this MOU and as defined in the Telehealth Service Agreement, the **Providing Facility** and the **Receiving Site** agree to take immediate and appropriate measures to ensure the patient continues to receive needed care/services in a manner consistent with VHA patient safety and healthcare standards.
8. The **Providing Facility** will notify the other facility at the same time the staff of the source station is notified of any pending VISTA, PACS, and/or VA WAN or other connectivity interruptions that have an impact on providing or documenting patient care via telehealth technologies. If an interruption is scheduled, it will be scheduled in a manner that is least disruptive to patient care.
9. The **Providing Facility** and the **Receiving Site** are responsible for providing all necessary on-site supervision of staff supporting the delivery of these services. These will include, but not be limited to, provision of providing procedure support, and other requirements as may be defined in the Telehealth Service Agreement. The **Providing Facility** is responsible for assuring competencies of **Providing Facility** clinician, the [NTCA MEMBER] and [VIRTUAL LIVING ROOM SITE LOCATION]. is responsible for supervising and managing human resource requirements for support personnel.

C. Responsibilities of the **Providing Facility**:

1. Telehealth providers will be provided clinical guidance in the form of clinical practice guidelines and will be expected to adhere to VHA established medical care standards at the **Providing Facility**.
2. The results of all teleconsultation services will be available in the **Providing Facility's** medical record system utilizing the facility VISTA / CPRS and other appropriate medical record applications/tools. This availability may be the Consult Results option in CPRS; Specific medical record documentation requirements are detailed in the Telehealth Service Agreement.

3. The results of all telemedicine services will be documented in the *veteran's "medical home"* medical record system utilizing the facility VISTA / CPRS and other appropriate medical record applications/tools. Specific medical record documentation requirements are detailed in the Telehealth Service Agreement.
4. The **Providing Facility** telehealth provider will respond to referral/request for services within a timeframe as specified in the Telehealth Service Agreement. This timeframe will be determined and agreed to by providers of the **Providing Facility** and the **Receiving Site**. If breach of timeframe occurs, providers of the **Providing Facility** and the **Receiving Site** agree to review instance(s) to determine if improvements to timeliness can be achieved or if a change in timeframe is warranted.

#### D. Quality Management

1. Non-emergent issues, concerns or problems related to patient safety, patient care, administrative concerns, data/information transmissions, patient identification questions, confidentiality, incomplete information, or other concerns affecting patient care, will be referred to the Facility Telehealth Coordinator and/or the Facility Patient Safety Officer at the **Providing Facility** for resolution.
2. If an adverse event [sentinel event and/or major complication(s) and death] occurs, the first facility to note will follow local policy/procedure for such an event and, as part of and/or in addition to that procedure, notify the partnering facility to ensure that procedures for such events can be followed by both facilities. Contacts will be identified in the Telehealth Service Agreement.
  - a. All incidents leading to serious adverse event(s) or outcome(s) will be reported according to standard policies and procedures at the **Providing Facility** and in accordance with VHA requirements.
3. The **Providing Facility** Medical Service will conduct Protected Peer Reviews of identified incidents following facility policies and procedures for Protected Peer Review and include members from the **Receiving Site**. Focused reviews may also be requested by either facility. The **Receiving Site** may choose to undertake their own review, but results must be shared between the **Receiving Site** and the **Providing Facility** regardless of the site where the review was conducted.
4. Focused reviews conducted by any facility to measure, assess, and improve the quality of health care or utilization of healthcare resources on an organization-wide basis may be protected by 38 U.S.C 5705, if so designated in writing prior to the initiation of the review. Such reviews provide for the on-going monitoring of the quality of care delivered by the Telehealth Program and the results may not be filed with the provider profile, or by individual identifier. The aggregate data that results from the confidential reviews should be de-identified and used by the facility Chief of Staff to review the continued competency of providers. Additionally, these confidential documents may

trigger a non-38 U.S.C 5705 protected review, in which case all information must be rediscovered.

- a. Systemic discrepancies will be documented and may result in corrective action as discussed above.
- b. Report processes for Telehealth performance indicators/monitors, process deficiencies and improvement plans, and aggregate information related to incidents/ complications/ deaths will be integrated into each facility's current Quality Management structures and processes.

To ensure that the **Receiving Site** and the **Providing Facility** are meeting requirements as set forth in current policies, regulations, and standards, it is vital that all Providers be properly evaluated to ensure credentialing and competency to practice on VA patients, and that a Focused Professional Practice Evaluation (FPPE) or an Ongoing Professional Practice Evaluation (OPPE) be made of a practitioner's professional practice, to ensure no trends are identified that could impact the quality of care and safety to patients. In accordance with the VHA Handbook 1100.19, Paragraph 6 PRIVILEGING, section g(2) Focused Professional Practice Evaluation (FPPE), *consideration for the FPPE is to occur at the time of initial appointment to the medical staff or the granting of new, additional privileges.*

Specific to the location in which Telehealth services are performed, as defined herein, and in the accompanying Telehealth Service Agreement, there will be a bidirectional exchange of FPPE/OPPE related data. Data collection, storage methods, and reporting will not vary from the accepted practice evaluation methods of the providing facility but will integrate the bidirectional data. The specific data and reporting entities and frequency of reporting are specified in the Telehealth Service Agreement.

Relative to this MOU, it is the obligation of the **Providing Facility** to provide current practitioner competency data as defined in the Telehealth Service Agreement or upon request between required reporting.

#### E. Information Security

1. Facilities shall maintain compliance with all VA mandated rules for Patient Privacy, Information Security, Intranet Security and Internet Security. All staff whether volunteer, federal or vendor contractors must complete all mandated security screening prior to obtaining permissions to access and utilize VA information systems.

#### F. Terms

1. Either party may terminate the agreement with 30 days written notice or immediately, if mutual written agreement has been reached.

2. Quantity and type of services to be provided as well as the hours and days of operation shall be mutually agreed upon and specified in the Telehealth Service Agreement.

#### G. Charges and Collections

1. Charges or collections pursuant to Telehealth Services shall be addressed per local Fiscal policies and requirements and specified in the Telehealth Service Agreement between the *Receiving Site* and the *Providing Facility*.
2. Each party shall provide reasonable cooperation with the other in resolving disputes.

### PURPOSE

The purpose of this MOU is to formalize an agreement between [INSERT LOCAL] VA Medical Center, [NTCA MEMBER] ([NTCA MEMBER]) and the [VIRTUAL LIVING ROOM SITE LOCATION]. ([VIRTUAL LIVING ROOM SITE LOCATION]). This Memorandum of Understanding sets forth the terms of agreement and understanding between the Department of Veterans Affairs [INSERT LOCAL] VA Medical Center, [NTCA MEMBER] and the [VIRTUAL LIVING ROOM SITE LOCATION]. The [VIRTUAL LIVING ROOM SITE LOCATION] will support the VLR by providing a secure/private space at [VIRTUAL LIVING ROOM SITE LOCATION] with no cost to the VHA, Department of Veterans Affairs [INSERT LOCAL] VA Medical Center. The [NTCA MEMBER] will provide its Technology Infrastructure in support of the Virtual Living Room Project with no cost to the VHA, Department of Veterans Affairs [INSERT LOCAL] VA Medical Center. The [NTCA MEMBER] Broadband/High Speed Internet Technology Infrastructure will be used to connect the Department of Veterans Affairs [INSERT LOCAL] Telehealth Providers to the VLR located at the [VIRTUAL LIVING ROOM SITE LOCATION]. Veterans in [CITY/TOWN] and surrounding counties will use the allocated space and VLR to connect with the Department of Veteran Affairs [INSERT LOCAL] VA Medical Center Telehealth Providers using Telehealth Technology at the [INSERT LOCAL] VA Medical Center for the sole purpose of conducting Telehealth Visits.

### REPORTING

The parties will appraise each other on a regular basis of usage and other information critical to the success of the VLR Project. Additionally, [NTCA MEMBER] will provide to the Foundation for Rural Service (FRS) periodic reports in accordance with guidelines set forth in the FRS program from which certain grant funding will be provided. Neither NTCA nor FRS are a party to this MOU.

### FUNDING

Initial funding to support the development of the venue VLR at the [VIRTUAL LIVING ROOM SITE LOCATION] including but not limited to the renovation, furnishing, and purchase of equipment will be supported in part through a matching-funds grant of FRS with no cost to the

VHA, Department of Veterans Affairs [INSERT LOCAL] VA Medical Center. [NTCA MEMBER] will provide telecommunications connectivity to the space provided for the VLR with no cost to the VHA, the Department of Veterans Affairs [INSERT LOCAL] VA Medical Center. The [VIRTUAL LIVING ROOM SITE LOCATION] will provide the space as a public service. The [INSERT LOCAL] VA Medical Center will work with [NTCA MEMBER] and [VIRTUAL LIVING ROOM SITE LOCATION] to ensure the space, furnishings and equipment provides an adequate environment from which VHA, Department of Veterans Affairs [INSERT LOCAL] VA Medical Center conducts telehealth visits and through which services can be accessed.

### DURATION

This MOU is at-will and may be modified by mutual consent of authorized officials from the VA, [NTCA MEMBER], and [VIRTUAL LIVING ROOM SITE LOCATION]. This MOU shall become effective upon signature by the authorized officials from the VA, [NTCA MEMBER], and [VIRTUAL LIVING ROOM SITE LOCATION] and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from VA, [NTCA MEMBER] and [VIRTUAL LIVING ROOM SITE LOCATION], this MOU shall end on (end date of partnership).

### Participating Facilities

#### Facility Name (#1)

\_\_\_\_\_  
[INSERT] Date \_\_\_\_\_  
Director, [INSERT LOCAL] VAMC

\_\_\_\_\_  
[INSERT] Date \_\_\_\_\_  
Chief of Staff, [INSERT LOCAL] VAMC

#### Site Name (#2)

\_\_\_\_\_  
[INSERT] Date \_\_\_\_\_  
[NTCA MEMBER]

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[INSERT]

[VIRTUAL LIVING ROOM SITE LOCATION]

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Date

SAMPLE