

Alabama Pediatric Telemental Health Network Agreement

This Agreement is effective _____, ____, 2020, (“Effective Date”) and is between The Children’s Hospital of Alabama (“Children’s”), an Alabama private nonprofit corporation and _____ M.D., _____ (“Partner”); an individual physician.

RECITALS

The Alabama Department of Mental Health (DMH) and The Children’s Hospital of Alabama are parties to an agreement where they will create and Alabama Pediatric Telehealth Network (APTHN). This relationship is funded by a financial grant from the Health Resources and Services Administration (HRSA) to the ADMH. One goal of the network is to strengthen the knowledge and confidence of rural pediatricians to manage their patient’s mental and behavioral health component in conjunction with the patient’s overall health in their communities. The Partner is a pediatrician desiring to participate in the APTHN to further the goal.

The parties agree as follows:

1. Children’s shall provide the following:

- a. Didactic education in the treatment and management of patients with behavioral health conditions, via biweekly Project ECHO sessions
- b. Training and technological assistance for Project ECHO sessions
- c. Training and technical assistance for pediatrician office staff who will assist with behavioral health screenings.
- d. Same day telephone consultation services regarding patients with behavioral health concerns, with a member of the Children’s of Alabama mental health team (psychiatrist, psychologist, nurse practitioner, therapist, or case coordinator)
- e. Telemedicine visits for patients in the Partner’s office whom the mental health team identifies a need to see a behavioral health specialist. The Telemedicine visit is provided through a HIPAA-compliant ZOOM technology, with a member of the Children’s of Alabama mental health team
- f. One iPad to Partner to utilize for the duration of the project, for both Project ECHO sessions and telemedicine visits. iPADS provided by Children’s shall remain Children’s property.

2. Partner shall:

- a. Attend and participate in biweekly one-hour Project ECHO series of sessions as a pediatrician enrolled with PATHS
- b. Conduct behavioral health screenings using a standardized, validated tool at well child visits for patients in Partners practice.
- c. Report results of behavioral health screenings to PATHS (aggregate data), i.e. the number of patients screened, percent of patients who screened positive for a behavioral health condition, number of referrals made because of screenings, etc. as required by the APTHN

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- d. Complete pre- and post-surveys for Project ECHO sessions, providing valuable feedback to PATHS regarding education provided by the Children's of Alabama Project ECHO team
 - e. Participate in project evaluation activities with the Evaluation Team, i.e. brief interviews, surveys, etc., as required by HRSA
3. Term. The initial term of this agreement shall be until September 30, 2019. Thereafter, the agreement shall automatically renew for successive 1 year terms contingent on the HRSA grant.
 4. Compensation: Neither Children's or Partner shall receive any compensation from each other for services provided to each other according to this agreement.
 5. Referrals: The parties acknowledge that none of the benefits granted are conditioned on any requirement that Partner make referrals to or otherwise generate business for Children's. The parties further acknowledge that Partner is not restricted from establishing staff privileges at, referring any services to, or otherwise generating any other business for Children's or for any other entity of their choosing.
 6. Governing Law: This Agreement shall be construed by and enforced under the laws of Alabama, and it shall be construed in a manner as to conform to all federal, state and local laws and regulations.
 7. Notices: Any notice required to be given hereunder shall be in writing and transmitted by registered mail, return receipt requested, addressed as follows:

If to Partner:

Or, If to Children's: The Children's Hospital of Alabama
Attn: CEO
1600 7th Avenue South
Birmingham, Alabama 35233

8. Entire Agreement: This Agreement embodies the entire agreement of the parties. There are no premises, terms, conditions or obligations between the parties other than those contained herein, and this Agreement supersedes all previous communications, representations and agreements, either verbal or written, between the parties relating to the subject matter of this Agreement.

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The parties sign this Agreement on the date indicated in the introductory paragraph above.

THE CHILDREN'S HOSPITAL OF ALABAMA

PARTNER

By: _____
Tom Shufflebarger, COO

By: _____
M.D.