

AGREEMENT

TELEPSYCHIATRY SERVICES FOR PRIMARY CARE, WOMEN'S HEALTH, AND CHRONIC DISEASE SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement is made by and between the City of Laredo Public Health Department (“Department” or “CLHD”) and US Televero Health, PA (“Provider”).

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

CLHD will schedule patients for Psychiatric Services within Provider’s AMD software. Supplied health care providers are either employees or independent contractors of Provider and are wholly responsible for all medical services provided. They will report to the medical director at the clinic where they see patients, consulting with members of CLHD as appropriate and prescribing medication in the way CLHD requires.

- **Credentialing:** All Televero Health, PA providers (THPs) are board certified and credentialed.
- **Malpractice:** All Televero Health, PA providers are fully covered by liability insurance.
- **Telehealth EHR:** Provider will provide access to AMD software for individual consultation between an THP and a patient. THPs will be available to perform a real-time consultation via phone or video while the patient is online at the CLHD clinic using AMD software.
- **Access to Patient Information:** Provider will provide CLHD access to CLHD patients’ information, such as clinical evaluations and notes. Provider will maintain a separate protected instance of their EHR, to protect the PHI of all participants. CLHD program will be responsible for controlling access to the protected instance provided. Other CLHD program employees will not have access to this instance unless it is approved by CLHD program. CLHD will provide Televero Health provider with: (a) key patient information, (b) chief complaint, (c) reason for consult request, (d) med sheet, and (e) access to records as deemed necessary by Provider for the services.
- **Cancellations/No-shows:** Cancellations/No-shows: CLHD agrees to maintain a monthly no-show or late cancel (no appearance) rate of ten percent (10%) or below. An additional \$25 charge per appointment will be added to the cost of each appointment for any month in which the average no-show/ late cancellation rate exceeds the agreed upon amount 10%.
- **Prescribing Medications:** Televero Behavioral Health providers will eprescribe medications through *AdvancedMD* and under the supervision of a physician

TERM

This agreement is effective on September 1, 2024 (“Effective Date”) and will continue until August 31, 2025; either party may terminate this agreement for convenience by giving sixty (60) days written notice to the other party.

COMPENSATION

The payment to the Provider under this agreement for Primary Care, Women’s Health and Chronic Disease services shall not exceed \$80,000.00. Reimbursement will be paid monthly via EFT upon receipt of an invoice submitted by Provider to CLHD or Department, **See Attachment A for service fees.**

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the Department is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied, and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INSURANCE AND INDEMNIFICATION

IT IS THE INTENTION OF THE PARTIES THAT THE PROVIDER BE AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE UNDER THIS AGREEMENT. IN ORDER TO PROTECT THE DEPARTMENT FROM LIABILITY, THE PROVIDER MUST MAINTAIN A POLICY OF INSURANCE AND WILL FURTHER INDEMNIFY AND HOLD THE DEPARTMENT HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF THE PERFORMANCE OF THE REQUIRED SERVICES. US TELEVERO HEALTH, P.A. CARRIES PROFESSIONAL LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000.00 IN THE AGGREGATE.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt requested, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement.

US Televero Health, PA
Raymond Wolf
Chief Operating Officer
6101 W. Courtyard Drive
Suite 2-225
Austin, TX 78730

City of Laredo Public Health Department
Richard A. Chamberlain
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health
2600 Cedar Avenue
Laredo, TX 78040

DISPUTE OR CONTEST

In the unlikely event that a dispute which is litigated or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this agreement the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto.

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The Provider shall have no right of action against the Department in the event that the Department is unable to fulfil its obligations under this agreement as a result of suspension, termination, withdrawal or failure of funding to the Department.

PROFESSIONAL STANDARDS

The Provider agrees to abide by and perform his/her duties in accordance with the applicable ethics of his/her profession, and all applicable federal, state, and municipal laws, regulations and ordinances regulating his/her profession.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

The Department and Provider will follow any changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

HIPAA AGREEMENT

(See attached Addendum for Contractors under the Health Insurance Portability and Accountability Act of 1996)

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the Department.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatsoever.

NO WAIVER

A failure or delay in the enforcement of the rights detailed in this agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this agreement despite delay or failure to enforce those rights.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Laredo, Texas.

SIGNED, accepted, and agreed to this ____ day of _____, 2024, by the undersigned parties, executed in duplicate by authorized representatives.

CITY OF LAREDO

By: _____
Joseph W. Neeb Date
City Manager

By: _____
Richard A. Chamberlain, Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

APPROVED AS TO FORM:
Doanh T. Nguyen, City Attorney

By: _____
Amber R. Holmes Date
Assistant City Attorney

ATTESTED

By: _____
Mario I. Maldonado, Jr. Date
City Secretary

PROVIDER

By: Raymond Wolf 07/19/2024
Raymond Wolf Date
Chief Operating Officer
US Televero Health, PA

REIMBURSEMENT ADDRESS

In the event EFT is delayed,
reimbursement will be sent to:

US Televero Health, PA
6101 W. Courtyard Drive
Suite 2-225
Austin, TX 78730

Tax ID Number:
85-2527678

ATTACHMENT A

SERVICE FEES

	Services Included	Price Per Consult Block	
		30-min	60-min
1	Psychiatrist – Adults	\$200 00	\$310 00
2	Psychiatric APRN – All ages (with collaborating or supervising physician)	\$165.00	\$220.00
3	Counseling session with LPC or LCSW		\$180 00

Note: Fee structure includes technology support and maintenance fees.

In the event there is a need to change providers, patient will be scheduled for a transfer appointment for up to 60 minutes. Fee will be \$250 and subject to cancellation agreement.

Note: Total consult block includes the evaluation and treatment of patient while the patient is present, as well as records review, documentation, administrative tasks, and consultation with the patient's care team, with or without the patient present.

TECHNOLOGY FEES & SUPPORT

	Items Included	Units	Price
1	Software Licensing Fees	In the delivery of services	\$150/month
2	Patient access to (iOS, Android, smartphone/tablet)	In the delivery of services	Included
		TOTAL	\$1800 00

Fees Include:

1. Standard client configurations, setup, and training support
2. Ongoing support services for admin and user generated requests

Additional Televero services for custom programming, configurations, or integrations may be provided under additional scope of work.

ATTACHMENT B

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) **BUSINESS ASSOCIATE AGREEMENT**

This is a HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (Hereinafter "HIPAA") Business Associate Agreement made between US Televero Health, P.A., Business Associate (hereinafter "BA") and the undersigned City of Laredo through its City of Laredo Public Health Department-Covered Entity, (hereinafter "CE"), in consideration of the use and disclosure of Protected Health Information (hereinafter "PHI") on behalf of the CE, in accordance with the Standards for Privacy of Individually Identifiable Health Information pursuant to the Health Insurance Portability Act of 1996 (HIPAA).

RECITALS

That it is the desired intention of the CE to disclose certain information to the BA pursuant to the terms of the Underlying Agreement, some of which may constitute PHI.

Other than limitations set forth in this agreement, the forthwith BA may use or disclose PHI solely to perform the agreed upon services contracted with the CE.

The HIPAA Regulations, 45 C.F.R. § 164.502 (e)(2), requires the CE to enter into an agreement with the BA prior to disclosure of PHI that contains the specific requirements set forth in 45 C.F.R. §§ 164.502(e) and 164.504(e). In accordance with the HIPAA Regulations, these specific requirements are contained in this Business Associate Agreement.

OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate (BA) Agrees to the following:

1. Except as otherwise limited in this Agreement, the BA may not use or disclose PHI other than what is permitted or required by this Agreement or is required by law.
2. To use all of the necessary and essential safeguards in a permitted disclosure in no other manner that would not constitute a violation of the Privacy Rule if disclosed by the BA.
3. To report to the CE any use or disclosure of the PHI not provided for by this Agreement within five (5) days of becoming aware of such disclosure.
4. To ensure that the BA make a proper accounting of all information of the PHI and maintain all of its internal practices, books and records relating to the use and disclosure of PHI received from or created; or received by the BA on behalf of the CE and make available to the Secretary of Health and Human Services 200 Independence Avenue, S.W., Washington D.C., 20201 or by telephone at (800) 368-1019, so as to determine the CE's HIPAA compliance status.
5. The BA shall take the appropriate safeguards necessary to prevent the use or disclosure of PHI.
6. All agents of the BA shall additionally comply and agree in writing to comply with the same restrictions and conditions incumbent upon the BA with respect to the PHI. As additional assurance of this compliance, the BA shall implement and impose sanctions against any agents or subcontractors who violate these restrictions or conditions of any such violation.

OBLIGATIONS OF COVERED ENTITY (CE)

That the CE shall be responsible for using all necessary and appropriate safeguards in order to ensure and maintain confidentiality, privacy and the utmost security of PHI transmitted to the BA pursuant to this Business Associate Agreement and furthermore shall notify the BA of any existing restrictions as to the use or disclosure of any PHI including any known changes in or revocations of permission by any individual whose PHI is transmitted to such extent that such changes may affect the BA use or disclosure of this PHI.

TERM AND TERMINATION

The term of this Agreement shall be effective and shall remain in force for the duration of the professional services agreement between the parties. Upon any material breach by the BA where a cure is not possible the CE may immediately terminate this Agreement. Thereafter all PHI shall be returned to the CE by the BA.

In WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the following directive.

COVERED ENTITY:

City of Laredo Public Health Department

BUSINESS ASSOCIATE

By: _____
Richard A. Chamberlain, Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

By: Raymond Wolf 07/19/2024
Raymond Wolf Date
COO US Televero Health, PA