



SERVICE AGREEMENT

This Service Agreement (SA), hereinafter referred to as the Agreement, entered into on the date signed below, by and between TeleWell Indian Health Program MAT Project, located at PMB 353, 8359 Elk Grove Florin Road, Suite 103, Sacramento, CA 95829, hereinafter referred to as "TeleWell" and _____, hereinafter referred to as IHP and collectively known as the "Parties" for the purpose of provision of direct patient care via TeleHealth (TeleMAT) for patients diagnosed with Opioid Use Disorder (OUD) and TeleHealth Addiction Psychiatry Services to OUD and Stimulant Use Disorder (StUD) patients with or without Co-Occurring disorders.

The Parties desire to enter into an agreement in which they shall work together to accomplish goals and objectives described and;

The Parties desire to enter an understanding, setting out all necessary working arrangements that both Parties agree shall be necessary to complete this goal;

MISSION: The Parties share the following intended mission: the provision of culturally-informed TeleMAT to IHP patients diagnosed with OUD and culturally-informed TeleHealth Addiction Psychiatry Services treatment to patients diagnosed with OUD and StUD.

PURPOSE AND SCOPE: The Parties intend for this Service Agreement to provide the cornerstone and structure for any and all requirements related to the establishment of TeleMAT for individual patients who are diagnosed with OUD, StUD and the treatment of psychiatric Co-Occurring disorders.

OBJECTIVES: The Parties shall endeavor to work together to develop and establish TeleMAT services to patients with OUD and intend to maintain service that meets or exceeds all Best Practices and treatment standards related to TeleMAT services. As well as TeleHealth Addiction Psychiatric Treatment for StUD and Co-Occurring conditions.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES: It is the desire and the wish of the Parties that this document does not establish or create a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal provider, managerial and administrative commitment with regards to all matters related to TeleMAT provision.



TeleWell Indian Health Program MAT Project Available Services

(at no cost to the Indian Health Program)

Please Indicate Which Services the IHP is Interested in By Checking All Boxes That Apply:

By checking these boxes, the IHP is not obligated to use the services nor are they limited to what is selected in this section.

- Direct TeleHealth Treatment - Medical Services with X-Waivered, Board Certified Psychiatrist, which includes evaluation and medication management.**
 - Medication Assisted Treatment for Opioid Use Disorder
 - Psychiatric Treatment for Stimulant Use Disorder
 - Psychiatric Treatment for Co-Occurring Psychiatric Conditions

- Culturally Centered Recovery Services Developed by Albert Titman Sr., CADC II. Facilitated by a White Bison and/or Generation Red Road certified facilitator.**
 - Spirit of Healing Virtual Red Road Meeting

- Technical Assistance and Mentoring Services with Katie Bell, MSN, RN-BC, CARN, PHN, Courtenay Sly, RN and Albert Titman, CADC II.**
 - MAT Program Development and Implementation
 - MAT Program Development - Culturally Centered MAT Recovery Curriculum
 - MAT Team Development



DELIVERABLES: The above outlined scope and objective shall be contingent on the following:

TeleWell Indian Health Program MAT Project will provide (at no cost to IHP):

1. A Needs Assessment to determine the best approach in establishing a successful MAT program for the IHP (by request).
2. Access to an Addiction Specialist, RN, Master-Level Clinician experienced in the establishment of MAT who will make site visits for technical assistance and mentorships, provide policies and procedures and other necessary documentation (by request).
3. Access to TeleMAT and TeleHealth treatment of psychiatric co-occurring condition services with an x-waivered, board certified psychiatrist. Including evaluation and medication management.
4. Access to a Native American Cultural Advisor, who can make site visits and provide culturally informed trainings and consultations.
5. Access to a virtual Culturally Centered Red Road Recovery Meeting titled the Spirit of Healing facilitated by a White Bison and/or Generation Red Road certified facilitator.
6. Access to a TeleHealth Coordinator who will coordinate care with the patient and follow-up in the case of missed appointments

The IHP will:

1. Provide necessary documentation;
 - a. For TeleMAT and TeleHealth treatment of Psychiatric Conditions, the IHP will provide a TeleWell Patient Referral which should include patient past medical records, medication lists, patient contact information (including emergency contact).
 - b. Signed certificate of Non-Availability of MAT Services.
 - c. Patient Intake Packet including patient contact forms, clinical surveys, and consent forms to be completed by the patient before their intake appointment.
2. Provide a designated “point of contact” staff member at the IHP to provide stand-by assistance to the patient for TeleHealth appointments. If services are being rendered at the IHP physical location, the “point of contact” staff member will also help set the patient up in a quiet well illuminated room on a computer with a webcam, monitor and high-speed data connection (>10 Mbps download and 4 Mbps upload speeds).



3. The primary provider at the IHP will be available for case review with the TeleMAT prescribing provider as medically necessary.
4. Urine drug testing (minimum of opioids, benzodiazepines, cannabis, methamphetamine, methadone and buprenorphine) for every visit or as deemed appropriate by SAMHSA guidelines and the TeleWell treatment team for the purposes of medication management and harm reduction.
5. If Drug and Alcohol Counseling services are available at the IHP, the IHP must provide a point of contact for referrals.
6. Have a representative be available to participate in at least one monthly meeting with the TeleWell team to discuss patient care.

HOURS OF OPERATION: TeleWell operates Tuesday - Friday, 9am - 5pm, available patient appointments are Wednesday 10am - 5pm.

TERMS OF UNDERSTANDING: The term of this Service Agreement shall be for a period of from the above date and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM: This Service Agreement may be amended or modified at any time in writing by mutual consent of both parties. In addition, the Service Agreement may be cancelled by either party with 14 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein. At that time the terms of the SA will be reviewed and a 14 day period of Status Review will begin. Status Review will include increased oversight by TeleWell providers. It is the goal of TeleWell to preserve and support the IHPs in the process of accessing our services. Every effort will be made to resolve any issues precluding that goal.

GENERAL PROVISIONS: The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Service Agreement in accordance with the provisions legal regulations and applicable Practice Standards. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions, IHP Policies and Procedures or Practice Standards. The parties assume full responsibility for their performance under the terms of this Memorandum. If at any time either party is unable to perform their duties or responsibilities under this Service Agreement, the affected party shall immediately provide written notice to the other party.

LIMITATION OF LIABILITY: No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Service Agreement.



ASSIGNMENT: Neither party to this Service Agreement may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE UNDERSTANDING: The herein contained Service Agreement constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time.

INDIVIDUALS ELIGIBLE FOR TREATMENT: Individuals 18 years or older who are eligible for care under the Indian Health Service Health Care Manual Section 2-1.2 are eligible to receive treatment/services from TeleWell Indian Health Program MAT Project.

SA SUMMARIZATION

The Parties to this SA have mutually acknowledged and agreed to the following:

The Parties to this SA shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives stated above.

It is not the intent of this SA to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.

The Parties to this SA shall mutually contribute and take part in any and all phases of the planning and development of the MAT program, to the fullest extent possible.

It is not the intent or purpose of this SA to create any rights, benefits and/or trust responsibilities by or between the parties.

The SA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the MAT program.

In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this SA provide such right or authority.

The Parties to this SA have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party. - Upon the signing of this SA by both Parties, this Agreement shall be in full force and effect.



AUTHORIZATION AND EXECUTION The signing of this Service Agreement does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this SA. This Agreement shall be signed by and shall be effective as of the date first written above.

TeleWell Indian Health Program MAT Project:

_____ Date: _____
David L. Sprenger, MD, Director

Indian Health Program Designee:

_____ Date: _____
Signature

Please Print Name and Title