



Participation Agreement

Responding to Adolescent Depression through Integration and Telemedicine

I. Parties

The parties to this Agreement are, the undersigned rural health practice (“Practice”) and Altarum Institute, a Michigan nonprofit corporation (“Altarum”).

II. Purpose

Altarum Institute as awardee of a Grant from the Michigan Health Endowment Fund is leading the initiative Responding to Adolescent Depression through Integration and Telemedicine (“Project”) which aims to transform the behavioral health outcomes of rural Michigan adolescents.

The goal of the Reducing Adolescent Depression through Integration and Telemedicine (“RAD-IT”) program is to use telemedicine to improve the behavioral health outcomes of rural Michigan adolescents. Altarum, along with our partners the Upper Midwest Telehealth Resource Center, The Michigan Center for Rural Health, and Cisco, will train 45 primary care and family clinicians across 15 practices to: 1) provide universal screening for depression among adolescents, 2) enact appropriate follow-up protocols and monitoring, and 3) establish telehealth services linking vulnerable youth to providers who specialize in adolescent mental health, as described in Exhibit A, “Remote Care for Kids Mental Health Network”.

To be eligible for participation, practices must:

- Be located in Allegan, Mason, Oceana, Hillsdale, Grand Traverse, Benzie, Manistee, Macomb, Clare, or Gladwin counties;
- Have a reliable Internet connection (at least 5 megabits/second);
- Not yet be conducting universal depression screening with their pediatric patients; and
- Have and be actively using an Electronic Health Record (“EHR”) to maintain patient records.

The purpose of this agreement is to outline the roles and responsibilities of Altarum Institute and Practice over the course of the agreed upon program period, which is from effective date of this agreement through August 31st, 2021.

III. Technical Assistance Offerings

Altarum’s technical assistance is intended to support Practice’s efforts to transform the behavioral health outcomes of rural Michigan adolescents. Altarum will share expertise with Practice through a combination use of Altarum owned telemedicine equipment (“Equipment”), onsite and phone consultations, and in person assistance where appropriate. Altarum will partner with Practice as described in this agreement, leveraging software systems, equipment, tools and guidance in collaboration with Practice/ resources. Altarum will also provide Continuing Medical Education (CME) credits and Maintenance of Certification (MOC) credits as appropriate to Practice and providers that complete the curriculum in accordance with accreditation requirements.

IV. Engagement

Delivery and Implementation of Telemedicine Equipment:

All video endpoints will be shipped directly to Altarum Ann Arbor for pre-configuration. Altarum will deliver these technologies to each practice in person at a pre-determined kickoff date agreed upon by both the Practice and by Altarum staff. Sentinel technologies will provide additional onsite or remote installation services, depending on the location of the practice.

**Equipment Support:**

As part of a Telemedicine Grant, Altarum will work with Practice to deliver and install hardware, software, subscriptions, maintenance, and professional services.

Each primary care facility must have a working internet connection with a network switch port to facilitate video endpoint connectivity to the Cisco WebEx cloud with sufficient bandwidth to support remote video conferences.

Given these conditions, Altarum will provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the customer's environment. Altarum will provide Practice with telemedicine specific technical assistance from the effective date through August 31, 2021.

Project Training:

For their participation in the RAD-IT program, Altarum will provide Practice with:

- 1) A comprehensive training program around identification, screening, treatment, and follow-up of adolescent depression in primary care. The training program includes one recorded telehealth webinar, two one-hour live or in-person adolescent depression trainings, and four short virtual case studies to reinforce program concepts.
- 2) CME credits or MOC credits as applicable for the completion of the RAD-IT course;
- 3) Access to online tools and resources designed to support the practice in achieving increased behavioral health integration. Links and passwords will be provided as part of the practice kick-off and onboarding;
- 4) Telehealth equipment to use during and after the course of the program. Ownership of the equipment is conditional upon successful completion of the program as described herein. Thereafter, the ownership will be transferred to the practice.
- 5) A dedicated Altarum relationship manager/practice coach. The Altarum practice coach will provide direct technical assistance and performance feedback through August 31st, 2021 to help Practice apply concepts learned in the training program.
- 6) Regular performance data around screening, identification, treatment, and follow-up of adolescent depression during the program period. Altarum will provide Practice with performance data at least quarterly.

Current State Assessment:

Altarum will conduct a gap analysis to further understand Practice's current level of integration, workflow, and potential 'pain points'. Exploring if and how providers are currently screening for adolescent depression, making referrals for their patients in need of behavioral health services, and how they are providing these services. Understanding the workflow will allow us to seamlessly integrate RAD-IT without fatally disrupting or dismantling existing procedures. It will also help us identify local behavioral health providers that have established relationships with our enrolled practices.

Post Implementation Review and Data Gathering:

Following enrollment, each practice will be offered a practice kickoff (to be completed within 30 days of enrollment). Prior to kick-off, Practice will complete: 1) an integration assessment; 2) a short survey to inform the gap analysis, and 3) a recorded telehealth training and short questionnaire. At kick-off, a designated practice coach will assist each practice to devise a protocol to deliver data at four data points over the remaining program period.

- a) At program baseline (submitted by practice kick-off, completed within 30 days of enrollment),
- b) At three months post-training (between 90-120 days post enrolment);
- c) At six- months post training (between 180-210 days post enrollment; and
- d) At program close (at one-year from practice kick-off or on August 31st, 2021, whichever comes first).



Thereafter, Practice will complete program trainings within 90 days of enrollment. If Practice fails to schedule and/or complete training sessions, they will be dropped from the program and shall return all telehealth equipment within two weeks of notification.

Where applicable, following the completion of training, all data collection thereafter will be submitted via Altarum's Learning Management System ("LMS") and/or with the assistance of the Michigan Center for Rural Health. Data must be submitted by the deadlines provided by Altarum's practice coach following kick-off. Outstanding data not received within two weeks of the deadline will receive a verbal warning. Data not received one month after the deadline will receive a written warning. Data not received within eight weeks of the deadline will be considered a breach of this Agreement and the practice will be subject to immediate termination from the program. Practices terminated from the program will be required to return all telemedicine equipment within 14 days of official notification.

Sustainment:

Altarum is committed to helping Practice sustain the telehealth equipment and services gained under this program. As such, the hardware (Cisco WebEx DX80 Video Endpoints) will belong to Practice after completion of the program. The subscription to WebEx and the Cisco SMARTnet 8 x5xNBD Maintenance package will be available at no additional cost to Practice to continue to use for 36 (thirty-six) months, beginning July 1, 2020 and ending June 30, 2023. The Remote Care for Kids Mental Health Network will continue to be available for telehealth consults as availability permits.

Expiration of Agreement and Transition Support:

This agreement expires on August 31, 2021. Between September 1, 2021 and June 30, 2023, a designated practice coach will be available at no additional fee to support Practice as they transition to independently practicing the concepts learned during the program.

During this period, Altarum practice coaches are available to help practices re-purchase Cisco software and maintenance packages where desired. Thereafter, any continued support and/or services from Altarum practice coaches will be subject to a separate agreement.

Fees & Payment

During the term of this Agreement and in exchange for a limited, non-transferable, non-assignable license to use the Altarum owned Telemedicine Equipment (subject to compliance with Participants obligations herein) and receipt of available Continuing Medical Education (CME) credits, Practice will provide to Altarum all information, data, and reports as described in section V of this agreement without pay or other remuneration by either party and for other good and valuable consideration.

V. Practice Responsibilities and Continuing Medication Education (CME)/Maintenance of Certification (MOC) Credit Requirements

Practice agrees to actively engage with Altarum from effective date of this agreement through August 31, 2021 on the RAD-IT program. Specifically, Practice agrees to:

- 1) Within two weeks of enrollment, complete a baseline and post-program questionnaire and qualitative assessment to assess practice specific gaps and opportunities for integration and telemedicine;
- 2) By September 15, 2021, complete a six-month CME/MOC program that trains clinicians to enact universal screening for depression among adolescents, and to implement appropriate treatment, follow-up and monitoring protocols, including telehealth services. The training includes a one-hour recorded telehealth webinar, two one-hour in person or live trainings around adolescent depression, and four virtual case studies with follow-up. Participation also includes the submission of data at four scheduled points.



- 3) Appoint a designated 'practice coordinator' who will communicate monthly with Altarum and deliver data at pre-outlined time intervals defined below;
- 4) Deliver de-identified patient and program data to Altarum through the Learning Management System 'LMS' in accordance with the following schedule:
 - a. At CME/MOC program baseline (within 30 days of enrollment, by practice kick-off);
 - b. At CME/MOC program mid-point (between 90-120 days post enrollment);
 - c. At CME/MOC program end (between 180-210 days post enrollment);
 - d. At program end (at one-year from practice kick-off or on August 31st, 2021, whichever comes first).

Practice represents and agrees that it will never submit, transmit, or otherwise share PHI as defined by HIPAA with Altarum.

At the conclusion of the grant period, and upon successful completion of program requirements, participating clinicians will receive CME/MOC credit and ownership of the telehealth equipment will be transferred to Practice. Upon transfer of ownership, the software subscription and maintenance package will remain active through the remaining time in the 36-month contract, ending in July 2023. Thereafter, Practice can purchase a new subscription directly through Cisco.

To successfully complete program requirements, Practice must:

- 1) Complete all program trainings and questionnaires;
- 2) Deliver data at all four pre-defined intervals outlined above;
- 3) Complete the CME/MOC program evaluations and attestation.

VI. Indemnification

To the extent permitted by law, Altarum and Practice agree to indemnify, defend and hold each other's officers, directors, employees and agents harmless from any and all claims, losses, liabilities, damages, costs and expenses, including without limitation reasonable attorneys' fees, arising from any negligence or intentional misconduct by it, its officers, directors, employees and agents. Neither party shall be liable to the other party for incidental, special or consequential damages.

VII. Protected Health Information (PHI)

If required or requested by the Practice, Altarum will sign and deliver to Practice a Business Associate Agreement under which it will agree not to use or disclose any Protected Health Information (PHI), as defined in 45 C.F.R. §160.103, except as necessary, in its sole discretion, to provide services on behalf of the Practice, and will not use or disclose PHI that would violate the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any other relevant Privacy Rules.

VIII. Term & Termination

- a) The term of this Agreement expires 3 (three) months after the Effective Date below.
- b) Altarum reserves the right to terminate this Agreement if Practice fails to meet conditions as specified in this Agreement. Upon notice of termination, Practice shall return all Altarum owned equipment. If Practice fails to return any Altarum owned equipment, Practice shall be responsible for remitting payment of market value of equipment at time of termination.



- c) The Practice or Altarum, upon the giving of written notice to the other party, may terminate this Agreement at any time. Notice shall be deemed effective on the date of delivery. Date of delivery will be: (i) the date of receipt if delivered personally; or (ii) the date three (3) days after the date of posting if delivered by mail; or (iii) the date one (1) day after the date of submission with the courier. Practice shall not be liable for expenses, nor shall Altarum be liable to perform any services incurred after the receipt or delivery of notice of termination.
- d) Notwithstanding the provisions of this section, upon termination, Altarum shall have no further obligation in regards to continuing education credits, subscriptions, practice coaches or any other technical assistance offerings.
- e) Force Majeure. Neither Party shall be liable for any failure to perform or delay in performance under this Agreement where such failure or delay is occasioned by force majeure or an act of God (including, but not limited to, fire, embargo, labor strike, terrorism, or interruption of electrical service), or circumstances beyond a Party's reasonable control which shall prevent such Party from performing its obligations in the normal and usual course of its business. If either Party is rendered unable, wholly or in part, by a force majeure to carry out its obligations under this Agreement, the declaring Party shall give to the other Party prompt written Notice of the force majeure and the obligations of the declaring Party, so far as they were affected by the force majeure, shall be suspended for the duration of the force majeure event. The declaring Party shall use all possible diligence to remove and has the duty to overcome the effect of the force majeure as quickly as possible.

IX. Assumptions

Both parties agree to the following conditions; Altarum owns all Telemedicine Equipment provided in furtherance of this Project ("Equipment"). There is no guarantee that selected Equipment will be held in guaranty or otherwise warranty status by Altarum. Further, Practice understands and agrees that all Telemedicine Equipment shall not be used to replace any appropriate medical diagnosis; and all patient care and services will be delivered in accordance with all applicable laws and regulations governing the practice of medicine and the scope of Practice's services.

Altarum and Practice attest to each that is has full power and authority to enter into and be bound by this Agreement. Altarum assumes no liability for Practice's delivery of patient care or other services and is not deemed an agent, representative, employee, employer, or otherwise authorized proxy of Practice. Further, for purposes of this Agreement, Practice is not considered an agent, partner, employee or otherwise representative of Altarum.

X. Assignment.

This Agreement may not be assigned by any party without the prior express written approval of the other party(ies), except that either party may assign this Agreement to an affiliate, successor entity, or subsidiary without the written approval of the other party.

XI. Governing Law

This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the State of Michigan

XII. Entire Agreement

It is understood and agreed between the parties that this Agreement constitutes the entire agreement between them with regard to the subject matter with which it deals, and that this Agreement may only be amended by a written instrument signed by both of the parties hereto.



XIII. Acceptance & Certification

This Agreement has been pre-signed by Altarum. Any changes made to the material terms of this Agreement will necessitate an amendment signed by an authorized Altarum representative to constitute an accepted change.

This Agreement may be executed in two or more counterparts and by facsimile, PDF, or .TIF, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Further, the parties agree that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

By the Participant’s selection of the “*I agree to participate*” option through Altarum’s LMS, Participant incorporates all provisions of this Agreement as if fully signed herein.

DocuSigned by:
By: David Banks

David E. Banks

Altarum, Inc. Director Contracts and Legal Operations

Date: Sep 28, 2020



Exhibit A

Remote Care for Kids Mental Health Network

Altarum provides primary care practices access to the “Remote Care for Kids Mental Health Network.” The providers in this network have not received any compensation for being listed. Patients that screen positive for depression on an evidence-based depression screening tool and meet the criteria, as determined by the primary care professional, for receiving telebehavioral health services as part of their treatment plan, may be given referrals to providers for optional further treatment. Altarum has vetted and confirmed this defined set of behavioral health providers as being qualified and eligible to provide behavioral telehealth services for adolescents who are experiencing symptoms consistent with depression or are diagnosed with a major depressive disorder. All providers have agreed to be bound by an Altarum Provider Participation Agreement which expressly requires that the providers will deliver care and treatment per all applicable guidelines, laws and regulations.