

Life Change Associates

Telepsychiatry Services and Psychiatric Consulting Agreement

This Partnership Agreement is effective as of _____, and is between the following parties:
(Date)

(the “Client”)

And

Dr. Deric Ravsten (the “Consultant”)
Life Change Associates
1777 E. Clark, Suite 330
Pocatello, ID 83201
Ph: 208-233-5433

The parties agree as follows:

1. **Services.** The Consultant will provide psychiatric videoconferencing services to patients located on the premises of the “Client”.
2. **Fees.** Patients seen through the client’s location (origination site) will be billed according to the usual and customary manner by the Consultant for the psychiatric services provided at the remote site. The Client may bill, in appropriate circumstances, an origination site fee for hosting the clinical visit.
3. **Payment.** There is no intended or promised payment to the Client for referrals to the consultant. The telepsychiatric service is simply a benefit to patients allowing for expert consultation and management services that is provided at the Client site as a convenience to the patient given time, distance and transportation barriers associated with accessing expert psychiatric care in Idaho.
4. **Office space.** The Client will provide an appropriate clinic space that assures privacy, clinical support to greet patients and assist with blood pressure, weight of the patient at each visit. The Client will also provide technical assistance with the operation of the teleconference equipment necessary for the clinical visits. All other elements of Clinical and Administrative Protocol will be followed by the Consultant and Client in delivery of the Telepsychiatry Service (Appendix A, Life Change Associates, Telepsychiatry Service Policy).
5. **Term.** This Agreement will be in effect until the Services are completed, unless ended earlier as specified in a separate agreement (Schedule A, if it should exist).
6. **Termination by the Client.** The Client may end this Agreement for any reason and at any time by giving 30 day written notice to the Consultant.
7. **Termination by the Consultant.** The Consultant may end this Agreement at any time and including if:
 1. the Client breaches any other fundamental obligation in this Agreement and does not remedy the breach within 15 days after receiving written notice of the breach from the Consultant.
8. **Confidentiality.**
 1. “Confidential Information” means all information (whether in oral, written or electronic form) relating to the business, patients, technology, personnel, marketing, customers, finances,

Life Change Associates

Telepsychiatry Services and Psychiatric Consulting Agreement

products or services of the Consultant, and includes confidential information received by the Client from third parties, but excludes any information that:

1. was lawfully in the possession of the Consultant before receiving it from the Client;
 2. is provided in good faith to the Consultant by a third party without breaching any rights of the Client or any other party;
 3. is or becomes generally available to, or accessible by, the public through no fault of the Consultant; or
 4. is independently developed by the Consultant without use of the disclosed Confidential Information.
2. The Client may use the patient confidential information only for the purpose of performing the Services and only to the extent required for that purpose. The Client must not use the patient's confidential information for any other purpose without the explicit written approval of the patient.
 3. The Client will keep the patient's confidential information confidential, and will also cause its directors, officers, employees and agents to keep the patient's confidential information confidential. The Client will take all necessary steps (including those steps that the Consultant takes to protect its own information that it regards as confidential) to maintain the confidentiality of the patient's Confidential Information.

9. Consultant's Obligations.

1. The Consultant will perform the Services in a competent and professional manner. The Consultant represents that it, its employees and its subcontractors (if applicable) have the skills and qualifications necessary to perform the Services.
2. The Consultant, its employees and its subcontractors (if applicable) will comply with all applicable laws.
3. In the performance of this Agreement, the Consultant will not breach any other agreement entered into by the Consultant.

10. Entire Agreement. This Agreement contains the whole agreement between the Client and the Consultant, and there are no representations, terms, conditions or collateral agreements – express, implied or statutory – other than as expressly set out in this Agreement.

Deric V. Ravsten, DO
Owner of Life Change Associates

“Client”/Facility or Agency Representative

Title

Date

Date