

ANTHEM BLUE CROSS AND BLUE SHIELD TELEHEALTH CONTRACT AND  
COMPLIANCE CERTIFICATION FORM

The Contracted Provider named below on this Telehealth Compliance Certification Form desires to provide “Telehealth Services” as defined and permitted under Connecticut Senate Bill 467/Public Act 15-88, or any successor bill/statute (the “Statute”) in accordance with: i) applicable law; ii) any applicable participation agreement(s) Contracted Provider holds or is subject to with Anthem Blue Cross and Blue Shield (“Anthem”) under the Tax Identification Number listed below (the “Participation Agreement(s)”); and iii) all applicable Anthem policies and procedures. If Contracted Provider is a group practice, then the term “Contracted Provider” applies to each member of the group practice who is eligible to provide Covered Services to members under the Participation Agreement(s) (as defined therein). The purpose of this Telehealth Compliance Certification Form is to provide assurances to Anthem that Contracted Provider will deliver Covered Services that are furnished through a telehealth medium in conformity with applicable statutory requirements.

To that end, Contracted Provider represents, warrants and certifies compliance with the following requirements, set forth in the Statute, as of the date Contracted Provider signs below and throughout Contracted Provider’s participation in Anthem’s participating provider network:

1. Covered Services provided during a telehealth interaction by Contracted Provider shall be eligible for compensation provided that:
  - a. At the first telehealth interaction with the member, Contracted Provider: i) informs the member about potential treatment methods and the limitations of treating an individual through telehealth interaction; and ii) obtains the member’s consent (or consent by the patient’s legal guardian, conservator or other authorized representative), in writing, to provide Telehealth Services and documents said notice and consent in the member’s medical record. Appropriate update is made to the patient medical record when consent has been revoked.
  - b. Services are provided by Contracted Provider through real-time, interactive, two-way communication technology or store and forward technologies.
  - c. Services conform to the standard(s) of care for Contracted Provider’s profession that is expected for in-person care appropriate for the member’s age and presenting condition(s). If/when the standard of care requires diagnostic testing and a physical examination, Contracted Provider may perform such through appropriate peripheral devices.
  - d. Contracted Provider has access to, or knowledge of, the member’s medical history, as provided by the member or the member’s medical records, including the member’s primary care physician’s name and address.
  - e. Contracted Provider provides the member with Contracted Provider’s license number and contact information.

2. Contracted Provider shall not use telehealth interactions to prescribe Schedule I, II or III controlled substances. Except for the prescribing and/or electronic submission of a prescription for a schedule II or III controlled substance (other than an opioid drug) for the treatment of a person with a psychiatric disability or substance use disorder, including but not limited to, medication-assisted treatment, consistent with the Ryan Haight Online Pharmacy Consumer Protection Act 21, USC 829 (e).

3. Contracted Provider shall not charge any facility fee (or similar fee) for rendering Telehealth Services.

4. Upon a member's request, Contracted Provider shall provide records of a telehealth interaction in a timely manner and in accordance with the standard access to health records law. Contracted Provider shall maintain and/or disclose records of telehealth interactions in compliance with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-19 ("HIPAA") as may from time to time.

5. Services provided via facsimile ("fax"), audio-only telephone, e-mail, or videotelephony products such as FaceTime, Skype, etc...that support Voice over Internet Protocol (VOIP) service communications) shall not be considered Telehealth Services and are not eligible for compensation.

6. The foregoing legal requirements continue to apply to the extent that Contracted Provider must or chooses to enlist a third party (a "Vendor") to assist Contracted Provider in the provision of Telehealth Services (including but not limited to Contracted Provider's rent or purchase of software or other technology). Contracted Provider shall ensure that any such Vendor complies with applicable law and, as applicable, the terms and conditions set forth in the Participation Agreement(s). Contracted Provider shall notify Anthem in advance of utilizing a Vendor to assist in the delivery of Telehealth Services and provide Anthem with Vendor's name and any additional relevant information that Anthem, in its reasonable business judgment, requests.

Contracted Provider's signature below is required for Anthem to reimburse Contracted Provider for Telehealth Services in accordance with the member's health benefit plan and applicable participating provider agreement. Such reimbursement shall be the lesser of Contracted Provider's customary charge for such services or the Anthem "Designated Compensation" amount(s) specific to Telehealth Services in effect on the date such services are rendered. Designated Compensation shall be identified by Anthem and communicated to Contracted Providers from time to time.

By signing this form, Contracted Provider hereby accepts the conditions imposed hereunder and acknowledges that this certificate is not a guarantee of payment or eligibility to receive reimbursement for services rendered to Anthem members through a telehealth medium.

Anthem will review all information as submitted to Anthem by the Contract Provider with respect to the telehealth medium Contracted Provider has identified to ensure it is compliant with applicable legal requirements and will notify Contracted Provider of the outcome upon completion of its review. If Contracted Provider successfully passes said review, Anthem will promptly inform Contracted Provider of its effective date as a legally compliant participating provider for Telehealth Services.

Contracted Provider agrees that in the event Contracted Provider delivers services to an Anthem member through a telehealth medium prior to receiving such confirmation from Anthem, the prompt payment requirements under Connecticut law will be tolled for the period required by Anthem to confirm that Contracted Provider delivered said services in accordance with applicable legal requirements.

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(Contracted Provider Name)

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(Telehealth For Individual or All Providers at Group)

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(Tax Identification Number)

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(Name of Telehealth Technology Vendor/s)

Examples of approved vendors: LiveHealth Online: Practice Edition, Vidyo, Genoa, Secure Video, SimplePractice, TAO Connect, Doxy.me, Vsee, Kareo, wecounsel, TheraNest, Clocktree, Therasoft, Clairvista, gohealthuc.com, and Zoom

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(Typed eSignature of Authorized Provider Representative)

Date: \_\_\_\_\_