

## Best Practices for RDs Working with Telehealth Nutrition Companies

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Hello, welcome to today's Lunch and Learn, where you'll gain insights into best practices for working with telehealth nutrition companies. My name is Georgia Govins

Hello, and welcome to today's Lunch and Learn, where you will gain insights into best practices for working with telehealth nutrition companies. My name is Georgia Gofis, and I'm the Director of Marketing. Before we get started, I just wanted to share some quick reminders. Your lines have been muted

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It is my pleasure to introduce our speakers for today. We have Steven Fathom, our legal advisor to healthcare providers, organizations, and health systems, and Academy staff

Kim Iles, our senior manager of nutrition Service Coverage, Beth Mardalski, the manager of the Nutrition Focused Physical Exam Program. And

And Charla Burrell, Senior Director of State Legislative and Government Affairs

And with that, I will turn it over to Charla. Thank you for joining today.

Sharla, you are muted, just to make sure you know.

That would help. The presentation look good on your end?

Everyone can see the slide. Okay. Well, thank you for the introduction, Georgia. As noted, we're going to walk through some of the best practices for RDs working with telehealth nutrition

companies. This resource was developed in response to many of the questions and concerns that we received

From dietitians across the country, and the speakers today were all authors of this document, so they all have great expertise in sharing on this topic.

Sorry, Ma.

There we go.

As far as just a quick disclaimer for all, please keep in mind we're going to be sharing some legal guidance in that today, and some other information, but this is intended only as an educational session, and so if you do have legal questions, we do advise that you consult with legal counsel.

As far as our roadmap for today or our objectives, we are going to walk through best practices regarding contracting and working with telehealth nutrition companies and providing nutrition services. We're going to talk about licensure and state authorization and what that looks like in terms of best practices

Walk through credentialing with payers, and also billing and documentation, and what our best practices in that area. We're going to address the modality itself of telehealth and what... recognizing when and when it is not the appropriate modality to use

And then finally wrap up with some discussion of our code of ethics and our duties, whether it's in person or via telehealth, to abide by that code. And with that, I'm going to jump right in as we have a lot to cover today, and hopefully we'll have a few minutes at the end for questions

But our hope is that you're able to get a good overview of the document from this session and then that you'll go to the resource, which we'll put a link in the chat, which is available to you to download and read and use as you need.

And with that, I'm going to turn it over to Steven, who's going to jump in and talk about contracting with telehealth companies.

Good afternoon. It's a pleasure to spend a little time with you today to explain to you some of the issues that you will see when you start the process of looking at contracts offered by these telehealth companies. Let me give you a little bit of background for me. I'm a partner in a large law firm, and I focus my practice primarily on helping professionals

Physicians in particular and other licensed professionals in the healthcare space. I've been doing it for about 30 years. I've looked at employment agreements and independent contractor agreements thousands of times. It's one of the things that I do

for the clients I serve. And I'm going to try to bring that experience of reviewing and negotiating contracts and helping you figure out what... how to begin to look at a contract being presented to you.

First of all, I want you to think of a contract as a relationship between you and the telehealth company. And what we want to do is make sure that once that is written, that relationship defines

how you are going to... what your duties are, what their duties are, and what your rights are with respect to each other.

You shouldn't work with the notion that all these contracts are the same. You should work on the notion that each one is unique and just as in a relationship is unique.

And when we start to go through the questions, I want you to be realizing that you may think that this contract that you're looking at from a telecom company is non-negotiable, and it may be that it's non-negotiable, but almost for certain, there'll be other companies, other telehealth companies

And they will have contracts, and when you look and you compare the contracts with each other

You'll start to see that some may offer you terms and conditions that you will find more attractive to you ultimately than the other. And so, in my experience and working with very large companies, so just to give an example, I negotiate employment agreements on behalf of physicians

with organizations that employ thousands of physicians, and sometimes they say that something is non-negotiable

And yet it becomes negotiable if some if they based on market dynamics, win other better opportunities are in the market or better terms and conditions from competitors. So you always want to be aware of what else is out there, and that's the way that you make a decision of who to work with and not to work with

So these contracts, they vary in their structure and they vary in their control. Every company that enters into a contract is trying to shift to risk to the other party. And you should be thinking the same way. You want to minimize how much risk is shift to you

And you also want as much clarity as possible about what is your responsibility and what are your rights and what are their duties to you.

Not all contracts are equal. Typically, I can look at a contract and get a pretty good feel of the culture of the organization by how they word the contract.

Anyone who tries to minimize the contract, like suggesting it's just boilerplate, and you should ignore it, that would scare me a lot. Contracts are really important. Now, they're not... it is true that once you sign a contract with an organization

You'll likely put it in a drawer and never look at it again. That's very, very possible. That happens the vast majority of time. However, if there is any doubt, any confusion, any misunderstanding, any dispute, the contract governs everything

And so anything that anyone told you that's not put in the contract, that doesn't count. All that counts is what's in the document. So if someone said, if there's something in the contract that doesn't make sense to you, or you don't think sounds right or fair, and someone says, Oh, don't worry about that

That is, for me, is always a warning sign, because that typically is something that's significant and they might be trying to shift more risk onto you than you really want to assume

Okay, I wonder if we can, Charla, if we can move to the slide that goes to employment status and changes in the risk profile.

That slide I just went to the next slide.

Okay. When you look at a contract, there are two very different types of relationships that you may be offered. You can become an employee or you can become an independent contractor. It's going to be one of those two.

From an employer perspective, they typically prefer an independent contractor model, and the reason for them that they want an independent contractor model is they feel like they can shift more risk onto the contractor, and they feel is they

that they can save money. An employer has to pay what's called payroll taxes, and it turns out to be about 7.5% of what the compensation is paid. If you have an independent contractor, there is no payroll tax that the employer has to pay. So that's always in the back of the mind

of an organization. From your perspective, you might want to have an employment model to the... but now they're every one of these, there's pros and cons, and

Even though I'm making a distinction between employment model and independent contractor model, employee models are not uniform and independent contractor models are not uniform. And some of these things, there can be some gray where they overlap with each other. But I'm talking for the moment in a very high level of what the critical distinctions typically are

In an employment model, there's typically some benefits that are offered. Sometimes it can be health insurance, it can be time off. It can be contribution toward retirement. An independent contractor model, there is no opportunity

to secure those benefits from the employer

However, in an independent contractor model, you can create your own company and your company that would enter into the contract would be what I recommend, not you as an individual, but your company that you create

that company that you might consider creating, it can offer you benefits, and you might be able to design better benefits. But when you start to do the comparison of the models, like an employment model may end up paying you less money

than an independent contractor model because the employee model is offering less, but it's giving you more benefits. So to do a comparison between the two, you have to look at it all in, and you have to kind of back in to what are the benefits that might be offered an employee model

There's no obligation for an employer to offer benefits, by the way, but it is something that's typically offered.

In your space, I worry less about your malpractice coverage than I do typically with a physician. But in today's world, everyone should be mindful that they can be sued and it's a very unpleasant experience. And you want to make sure that you have professional liability coverage

In an employment model, the employer is always responsible for the acts of the employee.

That's another reason some employers would prefer not to have the employee, you know, have an independent contractor model, because the independent contractor model, the company can say, we're not responsible. They're separate from us.

The next part is an employer will not only have that responsibility, but one of the ways they'll protect themselves is to offer professional liability coverage that they provide as a benefit that can save you the cost of having to do that.

This is the next issue is scheduling. Now scheduling is the idea is how much freedom do you have over your calendar? Most people assume that an employment model, you give up control. That does not have to be the case. That's something that could be negotiated

were compared from one alternative to another. What I would expect in employment model is you have an agreement upfront. How many hours, or whatever your schedule is going to be for several months at a time, perhaps a year at a time. Independent contractor model, if it's done in the correct manner

is much more fluid, and there's less of a commitment from the organization to the independent contractor, and vice versa.

So both are good options. Both are workable, but there are pros and cons with each of them as you dig into them.

Okay, next, please.

Okay.

It's

It sometimes

People think about compensation

in a way that is accurate, but not complete

And this slide and these questions are intended to help you drill down to the next level so that you're not surprised with what the payment methodology being offered. And you can start to figure out for yourself how much risk do you want and how do you want to be paid

So, for example, if you're paid a salary, that's much less risk, typically, than something that's done on a per unit basis or on a volume basis.

But you have to drill down to understand how are they wording the compensation. A lot of times organizations have put out a compensation methodology, but it's really a draw. And then it's reconciled to a different methodology, which is the controlling one

So they might say, well, we'll pay you \$10,000 a month, but then every few months we're going to do a review and see how many appointments you had, and then we're going to reconcile and true you up. Well, that's really not a salary. It's not a per appointment based compensation

When you look at the metrics for performance, there's an enormous difference between collections and charges. Collections refers to the cash that's collected for the services you provide. Charges relates to the bills that are submitted.

And from your perspective, you would like to be compensated on the services that you provide without any risk for the collections.

From the other organization's perspective, they want to tag your compensation based on cash collections. So if an arrangement, for example, said we were going to pay you 50% of the cash collected

That would be very different than saying 50% of your charges, or some other percentage of your charges

you would want to take the whatever information you're getting and try to make it an apple to apple comparison.

You want to know, are there any limits on your freedom to be able to see patients at the level that you want to see them?

You know, whether it's the frequency or the number, or the duration, and the concern there is, is the package that the telehealth company providing limiting the number of services that the person is eligible for? And is that part of their plan? Or do you have the discretion to say.

In my judgment, this person needs to be seen for a certain number of visits and not subject to any limitation put in by the telehealth company.

Another issue that comes up from time to time is who's responsible if there's some problem in the system and a typical model is for the company to hold the individual responsible and saying, if we don't get paid or if there's some allegation

Or some inappropriate conduct, we're gonna make that allegation, and we're gonna withhold the payment. So you want to know what that process is, and you want to know, is it fair or not? Okay, next slide, Charla.

Okay.

You are a professional. We want to make sure this contract recognizes that you're a professional and you want to be mindful of anything that looks as though they're invading into your turf

My understanding is that many, most, if not all of you, are intending to have private practices and look upon telehealth as a supplement to your private practice

But now the question becomes, who owns the intellectual property that you're using, that you've already developed? And how do you draw the line between intellectual property you have and intellectual property they have, and how does the contract make that distinction

What restrictions, if any, are there on your ability to market yourself?

in this arrangement that you enter into the telehealth company.

In terms of referrals is are there any limitations on the ability to refer for services? And

So it's a broad range of questions that you want to look at to understand how is the company storing the data, how did they separate your patients from your own patients, if there's any kind of combining of information, for example, do you keep records separate and apart

From records they maintain, are they relying on you? All of these things become details that will emerge when you start to look at the different alternatives available to you. Okay, next slide.

Okay, every contract should have a termination provision

Almost all contracts have what's called a termination without cause provision. So there's nothing out of the ordinary about that.

But a really important question, and probably at the top of the list in reviewing a contract is how much notice can be given before a contract can be terminated without cost

Is it 30 days, 60 days, 90 days, 120 days. It can be any varying time. Typically, those termination without cause provisions are reciprocal. Each side has the same amount of notice for each other.

You have to decide for yourself how much risk you want to take, and how much risk is there really with the contract.

The shorter the notice, the theory is if you don't like the arrangement and you want to get out, you want to have shorter notice. On the other hand, if you're kind of counting on the relationship and you have, you know, it turns out some a year or two into this relationship

You receive a significant amount of your business from this company, then you want to have a longer termination without cost provision.

You want to make sure that you understand any appeal mechanism. If there is a finding of for cause termination. And that's something that should be clearly set into the agreement itself.

You want to make sure the contract clearly states that you have a right and access to information maintained by the telehealth company in the event of a payment dispute or any kind of allegation against you.

Your image matters, your name matters, and if the contract terminates, you want to make sure that there's an upfront agreement about how quickly they're going to remove your image for marketing purposes.

Next contract.

Okay, I think everyone understands the idea of malpractice coverage. That is, you need to make sure that there's insurance covering you.

A lot of people don't understand that many of these policies are claims-made policies, and that means that if they, for example, if the telehealth company was providing you coverage

the question becomes after your last day of working there, will you continue to have coverage?

For claims that are filed after your last day of services.

A lot of insurance companies will say, once you stop working, you no longer have coverage

For claims filed while you were insured. They want to make sure that you get something called tail insurance. And that's a policy that's intended to protect people for claims filed after the last day of services, but covering something that was done before

Remember when lawsuits are brought, there's usually a statute of limitation frequently about two years. And in that two-year window after your last day of service, someone could bring a claim. And so the insurance companies have found a way to make money

by requiring that there be insurance coverage for that

On the other hand, an organization just can continue with the same coverage that they already have. And what we want to see in the contract is who's responsible for providing that coverage

I'm assuming it's a claims-made policy, by the way. There is something called a current space policy coverage. It's not used often, and in those situations, we don't worry about tail insurance.

Okay, the subject of indemnification is a big issue and I don't want you to overlook it. Indemnification is an effort by some organizations to make you personally responsible

For any kind of claim that the telehealth company might find itself paying out for.

And so from my perspective, it's shifting undue risk on an individual and because you want to say that, hey, you to the employer, you should have insurance for everyone's actions, including my own

And and if there's a claim against you, you might choose to settle the claim, because you see it as a nuisance, and I know it's wrong, and I want to defend it. So I don't want to back doorway of having to make a payoff.

Another huge concern I have about indemnification provisions is that individuals might be comfortable with a settlement with you individually for a lower dollar amount than they would think is fair if they believe that the telehealth company was responsible for something went wrong

And you don't want to indirectly have a claim against you personally. And this becomes who's actually indemnifying, what's the indemnification for? How broadly is it written? So for me, this is one of the most important issues to look for is to see, is there an indemnification

laws, is it limited in scope, and is it reciprocal? Those are some of the key questions you want to know. Okay, next slide.

Okay, restrictive covenants and our provisions in a contract that limit your ability to provide services after the contract terminates. And frankly, they can apply during the term of the contract, it's possible. They typically apply afterwards

And so they use language that's saying in the theory of a restrictive covenant is that if the telehealth company introduced you and did marketing and secured a patient for you to provide services

They want to protect that investment, and they want to limit your ability to take that patient away, or to compete against them. And so, non-competes can have an adverse impact on your practice

You should look for them. They come up in terms of restrictive covenants or non-competes, that you were, thou shalt not see or engage in the practice of dietary services within a certain timeframe, within a certain geographical area, or something like that

In your business and with telehealth, I would like to think that many of these non-competes would be unenforceable, but I can tell you from experience, that doesn't keep large companies from threatening to enforce them, and you just don't want to deal with the legal expense and the hassle

So it's better to identify them earlier. And if you had two or three contracts and some will have non-competes and some might, you can use that as part of your decision making and explain, educate the telehealth company that you might want to work with

That they have a non-compete that's unlike the other non-compete. In fact, the other one doesn't even have a non-compete. I get them engaged in a dialogue if you're interested in a company that has a provision in a contract that you don't like.

And I think that's going to bring me to the end and I look forward to any questions that may come at the end of the presentation. Thank you.

Oh, I think you're on mute.

Thank you, Steven for walking us through some of that a lot of helpful information shared. I think you could go the whole hour talking about some of these things, and many would be very interested in that content. That being said, we do want to continue to walk through some of the other guidance that you can find in the document

And so, again, I'm Charlotte. I lead our state policy work, and I'm going to talk a little bit about licensure and separate telehealth laws.

At the end of the day, you know, jumping into this topic, as it says here, it is your duty to comply with the state laws, whether they're licensing laws or telehealth laws or other requirements

It is the company should care about this, but ultimately, you know, the consequences of the decisions you make are going to come back on you as the professional.

So compliance with state licensure laws. First, I think it's important to think about many of you may have heard me say this many other times in other talks, but if you're providing medical nutrition therapy, medical nutrition therapy is the treatment of a disease state or medical condition

And therefore, under many definitions and states, would fall under the practice of medicine, or that umbrella, and it's a carve out in our licensure or certifying laws that gives us authority to practice at that level. And so when you're working with these telehealth companies

I would say it might be a little bit of a red flag if they are telling you that you don't have to meet state law requirements, that you can just practice in states without getting appropriately authorized

You should be verifying what the state requirements are before you jump into practice in a state, and how you determine that. Generally, the principal in healthcare is you need to at least be licensed or certified in the state where the patient's located

Unless there's some sort of specific exemption in the law that you can identify that would give you authority to provide care, you know, in some of our licensing laws provide some language around that

But generally, the best practice is you're getting licensed or certified in each state where the patient is located, and generally you should be licensed or certified in the state where you are

practicing also, but definitely where the patient is located. We do have resources available on our website to help you navigate these licensure laws across the country

And additionally, you know, this is why we're working on the dietitian Licensure Compact, is to help reduce that burden, to help ensure that you are practicing in compliance with state law across the country by seeking a privilege through the compact.

Now, separate from the licensure and certifying laws, many of you are likely familiar with those, but we don't always recognize that many states have separate telehealth laws. Generally, these telehealth laws apply to all of the healthcare practitioners in the state

It's rare that you find one that's specifically written just for dietitians, but there is language there that will often give other requirements for telehealth practitioners. So, I think we started to see these evolve a little bit more after the pandemic, and some created some space where as long as you were licensed in a state

But other laws were written to say that there's potentially additional burden on you as a telehealth practitioner, so there may be

that if you get licensed or certified, that satisfies their telehealth law requirement. But they may also require, in addition to licensure or certification, that you register with the state. They may have parameters in place for what informed consent looks like

And additional documentation requirements, so it behooves you to ensure that you are not only in compliance with the licensure and certifying laws, but also any separate telehealth laws. And to help you navigate this, we released a resource this fall

That addresses these separate telehealth laws, and we are obviously aiming to keep this updated as we just come out of this last session will be reviewing this this summer, but we put this out at the end of last summer and it walks through does the state have a licensure or certifying law

you know, yes or no, but is there also an additional separate telehealth law? And if there is, what does that telehealth law require? And then some additional guiding, you know, information in the comments. For example, Florida's a state that requires licensure

They also have a separate telehealth law, and in that state, you can choose to get registered with the state rather than getting licensed. So it's important to be aware of these laws. From

what we've seen, I don't know that all the telehealth companies are familiar with the separate telehealth laws and requirements

So, it's important when you're engaging with these companies that you ask questions about these telehealth laws, and are they concerned about your compliance with them? If they're not, again, I would say that may be a red flag for you in terms of whether if you want to contract with that company or not.

With that, I'm gonna, at the end, address our code of ethics, and some of these things are relevant there, but for now, I'm going to turn it over to Kim Isles to speak about payment and credentialing with these payers.

Thanks, Sharla. You can go on to the next slide. I'm Kim Isles, like Georgia said in the beginning, senior manager of nutrition Services coverage here. We can just dive right into the next slide.

Because themes are always changing, we wanted you to make sure that each of you aware is that CAQH, which is the Council for Affordable and Quality Health Care, has rebranded and is now DataSpring. We are going to be updating this in the resource

Hopefully shortly.

But it's really just a rebranding. The purpose of DataSpring, of CAQH remains the same. Its purpose is to really allow providers to enter and maintain their professional and practice information in one centralized location for the purposes of credentialing, re-credentialing, working with payers.

And for those of you that aren't as familiar with Dataspring or CAQH, that really is its function is to sort of alleviate some of the administrative burden that used to exist when providers had to fill out a credentialing application for each individual health plan

And for those of you that have filled out a DataSpring profile, you'll know that there's quite a bit of personal information and professional information that goes into these applications. You know, a lot of information about you as the provider, Social Security number, your MPI numbers, licensure numbers, CDR numbers

Information about the education you've received. And that's because credentialing

helps payers to establish you as a qualified provider, that you've met certain professional standards, certain qualifications, which, you know, help make you confident to provide the care that they're saying that you can provide.

Sharla, if you'll go to the next slide.

So that's why you've entered all of this

information, both personal and professional, and it's really important that you, as the provider, maintain control over your data spring account. When a data spring provider account is set up

Under the terms and conditions that you as the provider check when this account is set up, you state that you will be responsible for maintaining and verifying the accuracy of your information.

So we do realize that it is common practice for office staff credentialing specialists, whoever, whatever the role is in the organization, to often assist providers with ensuring some of the information on their account is up to date

You know, things like practice locations, billing locations, certain contacts within the organization with regards to like credentialing and billing appear on the account. But one of the things that is a best practice would be not to share your CAQH login or password

That is just a standard across the board best practice. These individuals, if you do provide access to your account, it is really important that you do also maintain access. The data spring has certain practice management tools that companies can use to sort of push information to providers, and then you as the provider can

Review that information, verify its accuracy, and then accept it, and it will be uploaded into your profile.

The other piece of this is that

Even if someone is updating your profile or helping you to maintain it, it really is your responsibility as the provider when it comes time to attest that information that you are reviewing all of the information on that profile and that you as the provider are the one attesting that

To, and saying, yes, all of this is accurate. If there's something that you're seeing on your profile that does not make sense, a practice location, any sort of information, it is important to talk to

your... talk to your company, your employer, about that. Help them help you understand why it's there

what's going on. I do realize that for some of the telehealth companies, there are quite a few practice locations that can appear on a profile. So just asking them if you're unsure about it, asking them to walk through that with you to explain why all those locations are associated with your profile

But again, I cannot stress this enough. You as the provider should be reviewing your profile and should be attesting every time it is required to attest.

If you do become locked out of your profile for some reason, DataSpring, you can contact DataSpring customer support. They do have a protocol in place to help providers regain access to their profile, and we would recommend doing that

Pretty immediately and making sure that you can maintain access to that profile.

Okay, sure, well

One of the other big pieces that we have heard a lot from members is understanding the potential of incident to billing. Some

So, incident 2 billing, for those of you that don't know, would be, essentially one provider renders the service, but another provider is billing for that service. This is not the same thing as in a group practice or in, like, a hospital outpatient department setting, where you, as the provider, have, like, reassigned your benefits

to your employer or to your organization. This is not what we're talking about in this particular scenario. This would be you rendered and the service is being billed by a different provider.

So Medicare has very clear policies on incentive to billing, and Rdn would not be permitted to bill incident to another Rdn under Medicare guidelines. But commercial policies do vary considerably, and the billing arrangements under commercial policies

do vary considerably. And what is permissible under one health plan or one contract may not be permissible under another.

So if you are in some sort of incident to arrangement, the organization, the telehealth company, should have very clear policies and procedures outlining this type of billing situation, what's permitted, the applicable payer requirements, the documentation needed to support this

You know, you... there should also be written documentation regarding the contract provisions and the authorization from the payer allowing this sort of scenario. You as the provider should not just assume a billing arrangement is compliant simply because claims are being paid. There are many times that claims would be paid by a payer, but if a payer were to do an audit, if they were to begin an investigation

That's when we see callbacks, that's when we see payers potentially pursuing fraud, different things like that. So it really is important to understand if you are in an incident to billing arrangement

Any responsibilities, including supervision responsibilities, charting requirements, all of those pieces, and then how and when this can be used. Again, there should be very clear written policies around this, and there should be written agreement or contract provisions

between the company and the payer allowing for this type of scenario.

Okay, Charlotte.

Keep on going. We're going to talk about coding and billing.

All right, so this may seem, like, very basic principles, but do want to focus on this. I know that many dietitians are not coding and billing experts, that's why we have coders, that's why we have billers, and we definitely encourage use of these experts

It is, you know, your responsibility as the provider, though, to make sure that there's an accountability for what's going on, what's being billed under your NPI. And the first is really making sure that the CPT code or the HCPCS code that is being billed is actually describing the service that you're rendering

In general, for dietitians, that's going to be 97802 and 03 for RCPT codes and our HCPCS code would be those G codes. So G027071. There are other codes that may be permissible for a dietitian to bill. I want to be very clear about that

There are payers that have policies, there are contracts that are written that allow dietitians to bill beyond those codes. Now, if your company has an arrangement with a payer that allows dietitians to bill beyond the MNT codes

We do need to make sure that the service that is being billed matches the service that's being provided. If you are providing the service of MNT, it should not be billed under another code. It should be billed under the MNT code. If you are billing things like remote patient monitoring, if your telehealth company has an arrangement for like billing online digital management and evaluation codes

That could be perfectly fine.

But you as the provider need to understand what are the requirements for billing that code? What does that service actually look like per the coding guidelines and the official CPT coding books? And then what are the documentation requirements? What are the service requirements? What do you as the provider need to do to make sure that you have provided the service

that matches the billing code.

And then second is, we want to make sure that we're coding to the greatest specificity possible. And so there are some payers that, for example, do allow in their policies to bill Z713. Sometimes there are specific circumstances that they say Bill Z 713

Or another generic code. In general, when we look at coding guidelines, it is billed to the greatest specificity. So if you are seeing someone for Crohn's disease, that's your MNT intervention. We shouldn't be billing a lower or a more generic

code, we should be billing the code that accurately describes the condition. And I realize that many of you may not. That may be something that's happening on the back end. So how do you know? And this is, you know, asking questions about how these workflows and processes work. The other thing is.

Hospitals do this, group practices do this, and likely your telehealth company that you're working for is doing an internal audit. They're checking, they should be going back, looking at their billing practices, looking at claims that have been billed, looking at documentation practices. They should be doing internal audits

on their own practices, and they should be able to share for you as a provider, they should be, you know, likely auditing what you are doing, and they should be able to share the outcomes of those internal audits with you. And that's a great time to ask questions about how those workflows are doing, how diagnosis codes are being assigned

And again, you as the provider asking those questions to sort of hold that accountability line. I will also note really quickly that if you are providing the service via telehealth, that should be documented. You should be documenting that you are providing the service via telehealth.

two-way, you know, audio, video. If you're if you need to provide it by telephone, that should be documented. If the patient doesn't have video, that should be documented as to why. Maybe the patient refused, maybe there was a technical difficulty.

These things should be documented. And then the right modifier, the right place of service should all be billed accordingly depending on the modality that the service was provided by.

Charlotte, we can go to the next slide. I did want to just put this here. There's been a lot of questions lately about referral and referral requirements. If you are working with Medicare, the referral requirement is it is from a physician

An MD or a DO. Co-signatures do not satisfy what is required under federal law. Again, this is a requirement that comes from federal law. Medicare, the agency, cannot change it

It must be changed through federal through Congress, through federal law, which is one of the things that the MNT Act would do. Medicaid and your commercial payers may require referral, may not require a referral, could allow other advanced practice

providers to provide that referral, so NPs, clinical nurse specialists, psychologists, etc. But that's going to vary per health plan. Again, your company should have clearly written policies to help guide this process.

All right, Sharla

And then the last thing that I am going to touch on is appointment cadence. This is one area that can create compliance concerns. We are aware of concerns that this has created in different scenarios.

There is certainly no universal rule that says a patient should be seen weekly, every other week, monthly. Really, the appropriate follow-up schedule should be driven through clinical decision making. The patient's needs, their diagnosis, their risk level, their response to treatment

For example, a patient who just begins insulin may require a more frequent follow-up than someone who is stable, their diabetes is well managed, they're in a pretty set insulin routine

The key is that the frequency really should be out of clinical decision making. It needs to be clinically justified. It needs to be supported in the medical record. Your documentation should explain why the patient is coming in at the frequency they're coming in

What was addressed in the visit, how they have responded to the treatment recommendations you've made, and why additional visits remain medically necessary. The appointment frequency should not be directed by

Workflows, productivity, expectations, financial goals, and really unless there is a therapeutic protocol that is set within a payer policy, it does come down to the providers clinical judgment and the medical necessity

So, for example, Medicare's IBT for obesity has a protocol. It says a patient should come in this often. That's an example of something that would need to be adhered to.

End of the day, workflows support care delivery, but they don't dictate how often the patient is seen. That must come from the provider's independent clinical judgment based on the clinical status of the patient

So good question is, if a payer is reviewing this chart, would they understand why this patient needs to be seen again? Would it be based in medical need or is it for something else? If it's for accountability, it's if it's for general coaching, et cetera

The answer is there needs to be a clinical need to support this decision. All right, I'm going to turn it over to Beth now.

Thanks so much, Kim. Let's go ahead and get started with determining whether telehealth is the appropriate modality. And remember, it is a choice, not an automatic substitution for in-person care.

Next slide.

So when determining whether to provide MNT through telehealth, the decision should always be made on a case-by-case basis, not every patient or clinical decision is appropriate for virtual care.

Key consideration is whether telehealth can provide the same quality and effectiveness of care that would be expected during an in-person visit. This includes the ability to adequately assess the patient, gather that

necessary information, communicate effectively, and to develop an appropriate nutrition care plan.

If there are limitations that prevent an assessment or intervention from being completed, such as the inability to obtain necessary anthropometrics or perform the necessary evaluations like a nutrition-focused physical exam, then the dietitian should request

The person meet in person with another dietitian or yourself, or escalate to a medical provider. It's important to clearly document the clinical rationale for the decision, whether telehealth is continued or care is escalating. Documentation should reflect how

The standard of care was evaluated, and why the chosen approach best meets the patient's needs

Next slide.

So here, let's highlight some of the four key domains that we should be evaluating before scheduling or continuing a telehealth nutrition encounter

First, let's look at that clinical fit.

Here we need to determine whether the patient's condition can be safely and effectively evaluated without a hands-on physical exam or immediate anthropometric measurements

If essential clinical information cannot be obtained virtually, telehealth may not be the appropriate modality or setting

Now let's look at the patient and setting. Successful telehealth encounter requires that that patient has reliable technological access, an environment that supports privacy and confidentiality, and minimal distractions

We also need to consider if that patient needs it

Do they have the support to participate effectively and safely for that telehealth visit?

Can they have somebody there to help them set up the camera and audio? That is essential for this telehealth setting.

And for the standard of care, we must ensure that the telehealth modality allows us to complete all the essential components of care, including obtaining that comprehensive history, conducting an assessment, reviewing medications, making clinical decisions

and assessing any clinical resources needed to provide that standard of care.

For requirements before even proceeding with the telehealth visit

You must confirm that all appropriate requirements are met, including the licensure regulations, telehealth laws, ethical standards, informed consent, privacy and security expectations.

payer requirements and establish an escalation pathway if a higher level of care becomes necessary.

When all four of these domains are adequately addressed, telehealth is more likely to provide that safe, effective, and patient-centered nutrition care while maintaining the expected standard of practice.

While we look at telehealth in wanting to see if it can support other aspects of our nutrition assessment, it's important to recognize the limitations, particularly when it comes to the nutrition focused physical exam.

Some components of a nutrition assessment may be completed virtually through a patient interview, medical record review and visual observation. However, reported weights are reported and may not actually be able to be confirmed for accuracy

And the hands-on element of NFPE are not compatible with telehealth.

techniques such as palpation or that direct physical assessment can't be performed remotely.

It's important to remember that visual examination alone is not sufficient to determine the presence or severity of muscle loss or subcutaneous fat loss

While visual cues may raise concerns, they cannot replace a comprehensive physical examination, especially when a malnutrition diagnosis is being considered, and that even if you are

able to get a good visual

You may not be able to truly get all the details you need

depending on the camera position, lighting, etc.

So next slide.

When malnutrition is suspected during a telehealth encounter, dietitians should use a systematic approach to gather as much relevant information as possible while recognizing the limitations

of the virtual setting

Start by reviewing the medical record and any available information from other healthcare professionals. Review previous nutrition assessments. Look to other disciplines notes like the nurses, therapists, or the physician evaluations. Look at the lab results

Look at wait history. All of this can contribute to valuable information to support your clinical judgment.

In addition, make sure dietitians are obtaining a thorough nutrition history. Ask those detailed questions about dietary intake, recent weight changes, GI symptoms, fluid status, and functional status

This information can help provide those important clues regarding the nutrition risk and the potential presence of malnutrition.

If possible, because again, as we discussed, video and camera angles may not always be appropriate or available.

But if they are, carefully observe that patient's visual appearance during the visit

While a visual assessment alone cannot diagnose malnutrition, it can help to identify concerns and changes in their body appearance and overall appearance.

And when available, compare that patient's current appearance, maybe with previous photographs or documentation

So again, if malnutrition is suspected, thoroughly document both the information reported by the patient and the observations made during the telehealth visit. If concerns for malnutrition remain, refer that patient for an in-person evaluation.

The goal here is to use all available sources of information to identify the nutrition risk while ensuring that that patient receives the level of assessment necessary to support a safe and effective care while meeting standards of practice.

So next slide. The takeaways here

It's important to remember that telehealth is a valuable tool for delivering nutrition care, but its use should always be guided by the patient's clinical needs

And the ability to provide safe, effective standard of care. The modality itself should never compromise the quality of assessment, intervention, monitoring, and follow-up

Companies and clinicians should have clear protocols in place to identify the signs and symptoms that require an in-person evaluation

These protocols help to ensure that patients receive the right care in the right setting, and that potential nutrition risks are recognized early.

Telehealth companies and providers should establish workable contingency plans for that timely in-person follow-up when concerns arise that cannot be adequately addressed through that virtual care alone.

And when malnutrition is suspected, but has not been diagnosed

Patients should be referred to an in-person evaluation by a qualified medical provider for a comprehensive assessment to confirm the diagnosis and to determine the appropriate nutrition care plan

He's in person and virtual are complementary tools. So we just want to ensure that we are using the best setting to provide that safe, patient-centered nutrition, evidence-based care.

With maintaining the highest standard of practice.

So to kind of continue here and talk about our code of ethics

Our ethical obligations apply fully regardless of the care of modality

Next slide.

Charlotte, did you want to continue here or do you want me to continue on?

Yep.

Yeah, well, I was actually going to keep it brief on the code of ethics slides and just note really the code of ethics for dietitians all you know all of us should be familiar with that. All aspects of the code apply, whether it's in person or telehealth

Many, you know, in the guide, we call it some of the specific provisions in the code, so thinking about, you know, what evidence-based practice, our billing and coding, and the requirements there, licensure laws and complying with all state law

laws requirements. So I'm not going to go into that detail. We would encourage you to review the guide, which specifically addresses some elements of that, but I am seeing the chat come up and seeing many questions in there, and so knowing that we only have a little bit of time left, I'm going to open the floor, turn it over to Georgia to ask some of those questions.

Great, thank you. Thank you so much today to our panelists for today's exciting discussion. I've seen a lot of questions come in about the slides. So I want to reiterate that we will be sending a follow up email that will include a video of this presentation, and we will also include the links to the resources that were shared. I think there was some

Difficulty with accessing some of those resources via the chat. So I think we do have time for a couple of questions. So here is one from Kimberly

What if you work for two separate telehealth companies and have liability insurance with one? Should I get additional liability insurance for the other?

Yes

You need to be... and that's a really important question. You shouldn't assume because you have a policy that it covers everything that you do

You need to make sure that that policy, that whatever policy you have covers and extends to any work environment you have. Typically, an insurance policy will say it only covers your acts or your work in connection with the organization providing the insurance.

Thank you. Another question from Marjorie. What is the difference between a contract and agreement?

Do you want me to... okay, so they're synonymous.

So think of them as the same. I think informally, people think of a contract as something in writing, and an agreement includes something in writing, but is a legal binding concept. You can have an oral agreement as well. It doesn't have to be in writing. But for your purposes and our purposes, they're synonymous

Okay, so here's another question from Tama. How can you discuss all these matters with a company that only provides 15 minutes, a 15 minute Zoom before starting

So baby

So I guess there is probably a lot of

I mean, Steven, I'm happy to defer to you, because I think that's, like, around some of these contract questions, but I would say, you know, if it's only 15 minutes and jump in. If you don't have additional information, that might be a red flag, potentially, of

You know, you need more information to make an informed decision

I'm just going to add

And I do want to say, as you're looking for questions, I saw a comment somewhere in there as I was just scrolling that with this overview, that it sounds scary maybe to work with a telehealth company or they feel discouraged because it's overwhelming. And I would say telehealth companies have done a lot for the profession in the sense of opening doors for people to be

able to practice in spaces that they haven't been able to practice before, expanding access to care

But it doesn't change the premise that we have to continue to operate like professionals, that we do have to dig into the contracts and what we are agreeing to if we are providing services that are outside our level of competence or training, getting mentorship, getting

You know, seeking or referring out for patients, all those obligations remain. The level of service that we provide should be on par, whether it is in person or via telehealth. So, hopefully that you're not discouraged, but this opens your eyes to the facts that

You need to be doing your due diligence as a professional when you jump into this space, and that you do have to... you have choices. There's a lot of companies out there, and so you need to be making informed decisions in terms of where you work and where you provide your services.

And I will say that while today's talk is focused on working with telehealth companies, many of the things that we highlighted, particularly the ones that I highlighted in my session are not unique to this environment. They would apply if you were working in a group practice under another dietitian and like if you were doing in-person services, they apply and the hospital outpatient department setting

All of, you know, it... these

Best practices exist beyond this setting, but today's talk is regarding this setting

Well, thank you. We are at time. Thank you so much to our expert panelists and to everybody for joining today. Watch for that follow up email.

Have a good rest of the day.

Thank you

Bye.