

## AGREEMENT FOR PHYSICIAN REVIEW SERVICES

This Agreement for Physician Review Services (the "Agreement") is made and entered into as of the 15th day of May, 2014, (the "Effective Date") by and between Concentra Health Services, Inc., a Nevada corporation, d/b/a Concentra Medical Centers as agent for and on behalf of itself, its subsidiaries, affiliates, and managed and professional associations and corporations ("Concentra") and Williamson County ("Client").

### WITNESSETH:

**WHEREAS**, Concentra, through its contracted providers, is in the business of providing certain physician review services; and

**WHEREAS**, Client desires to engage Concentra, and Concentra desires to accept such engagement, to provide the certain physician review services, on the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. During the term of this Agreement, Concentra shall provide the physician review services (the "Services") as described in the statement of work, attached hereto and herein incorporated by reference as Schedule I.
2. No Agency Relationship & Indemnification. It is understood and agreed that Concentra shall not in any sense be considered a partner or joint venturer with the Client, nor shall Concentra hold itself out as an agent or official representative of the Client unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Concentra shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of the Client other than what may be expressly allowed under this agreement.
3. No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Client, the Williamson County Commissioners Court, or the Williamson County Judge.
4. Compensation. In consideration of Concentra's provision of the Services, Client shall pay Concentra in accordance with the fee schedule set forth on Schedule II attached hereto. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
5. Good Faith Clause. Concentra agrees to act in good faith in the performance of this agreement.
6. Right to Audit. Concentra agrees that the Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Concentra which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, at the County's sole



expense. Concentra agrees that the Client shall have access during normal working hours to all necessary Concentra facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. the Client shall provide thirty (30) days' written notice to Concentra of its intent to perform such audit.

7. Term and Termination.

- (a) The initial term of this Agreement shall be a period of one (1) year commencing on the date first set forth above. Thereafter, this Agreement shall be automatically renewed for successive additional terms of one (1) year each, unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the initial or any renewal term, as the case may be.
- (b) Anything herein to the contrary notwithstanding, either party may terminate this Agreement at any time, without cause, upon not less than sixty (60) days prior written notice to the other party.
- (c) Anything herein to the contrary notwithstanding, either party may terminate this Agreement immediately upon written notice to the other party in the event of such other party's breach of a material provision of this Agreement which remains uncured for a period of thirty (30) days following receipt of written notice specifying the breach complained of.
- (d) With respect to services performed prior to termination, each party shall pay the other party hereunder for work actually performed. Except for termination of the obligations to perform further services and to compensate for such services, the terms and conditions of this Agreement shall continue and survive any termination of this Agreement.

8. Compliance With Laws. In the performance of its duties and obligations pursuant to this Agreement, Concentra shall comply with all laws, rules, and regulations applicable to Concentra in connection therewith.

9. Performance Standards. In the performance of its duties and obligations pursuant to this Agreement, Concentra will act in accordance with the standards and practices of care, skill, and diligence customarily observed by similar firms under similar circumstances at the time Concentra's services are rendered hereunder.

10. Insurance. Concentra at its sole expense will maintain general and professional liability insurance coverage with annual limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and worker's compensation insurance within statutory limits. Upon execution of this Agreement, Concentra will provide Client with certificates evidencing such insurance coverage.

7. Confidentiality. Concentra acknowledges that, in the course of providing Services to Client, Concentra may acquire and make use of certain confidential and/or proprietary information and documents of Client (collectively, the "Confidential Information"). Confidential Information means any and all data and information which is confidential, proprietary or otherwise not generally available to the public, including, but not limited to, patient medical records, patient lists, other patient clinical data or protected health information, products, services, pricing, contracts and any other information relating to Client's business, business plans and business activities. Unless disclosure is required by law, Concentra will not use, copy, or disseminate any such information without Client's prior written consent for any purpose other than for performing the Services pursuant to this Agreement. If Concentra receives a request or demand for the disclosure of Confidential Information, Concentra shall immediately provide written notice to Client. If required by law, Concentra shall execute a Business Associate Addendum ("BAA") substantially in the form attached hereto in Schedule III in conjunction with the execution of this Agreement. This Section will survive any termination of this Agreement.

8. Indemnification.

- a. To the extent authorized by Texas law, each party hereby covenants and agrees to indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorneys' fees), arising out of or in connection with the negligence or misconduct of the indemnifying party in the performance of its duties and obligations pursuant to this Agreement.
- b. The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.
- c. The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full cooperation to the indemnifying party at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information with respect thereto.

9. Miscellaneous.

- a. Entire Agreement; Amendment. This Agreement, along with the attached schedules, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties.
- b. Notices. All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be given in writing, unless otherwise specified, and shall be deemed to have been properly given when (i) personally delivered, (ii) if sent via overnight delivery by a nationally recognized overnight carrier, upon delivery date, or (iii) if sent by United States mail, three (3) business days after deposit in postage prepaid, certified or registered mail, to the addresses set forth below or to such other address or addresses as either party may designate in writing.

If to Concentra:                      Concentra Health Services, Inc.  
Medical ReviewStream  
5080 Spectrum Drive, Suite 1200, West Tower  
Addison, TX 75001  
Fax: 800-294-9399

With Copy to:                      Concentra Health Services, Inc.  
5080 Spectrum Drive, Suite 1200 - West Tower  
Addison, Texas 75001  
Attention: Legal Department

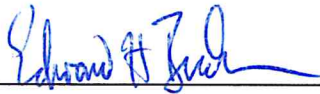


If to Client: Williamson County's Attorney's Office  
405 MLK Street  
Georgetown, TX 78626  
Attention: Shannon Francis

- c. Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform.
- d. Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.
- e. Assignment; Binding Effect. Neither party may assign this Agreement, or any of its respective rights or obligations hereunder, to any other person or entity, without the prior written consent of the other party. Notwithstanding the foregoing, Concentra may assign this Agreement to the surviving entity in the event of a sale of substantially all of its assets or pursuant to a merger. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.
- f. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- g. Venue and Applicable Law. Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
- h. Legislative Modification. Notwithstanding any other provision to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the term of this Agreement prohibits, restricts, or in any way materially changes the agreement of the parties as contemplated herein, the parties will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon written notice to the other party.
- i. Section Headings. Section headings contained in this Agreement are for convenience of reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

**CONCENTRA HEALTH SERVICES, INC.**

By: \_\_\_\_\_

Name: Edward H. Bucknam

Title: President

Date: May 14, 2014

**WILLIAMSON COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Schedule I

### Statement of Work

#### General Description of Services

Medical ReviewStream (MRS) by Concentra provides physician review services to complement Utilization Review (UR) operations and claims handling/adjusting services where there may be excessive or inappropriate treatment and services being prescribed.

Utilization Review Organizations typically use physician review services when requested services are not congruent with recognized evidence-based practice guidelines. Typically the UR nurse has reached a point in the medical necessity review of the submitted clinical information where initial and/or continued certification fails to meet the appropriate guidelines. At this point, the UR nurse refers the case to a physician or other appropriate provider for analysis and a medical necessity recommendation.

Claims based physician review services are typically used for specific cases where there may be excessive or inappropriate treatment and services being prescribed. Typically, the claims professional has identified that a patient's treatment or medical services may be inappropriate and needs the expertise of a fully credentialed, currently licensed Board Certified Physician to provide a medical opinion about the case.

In addition, physician review services can be used for specific cases where there may be a question regarding the provider's recommendation for the duration of time off work under the Family Medical Leave Act (FMLA) and/or with regard to short term or long term disability claims.

MRS' physician Advisors may consult with the treating physicians for the purpose of assessing the medical necessity of the current treatment. Evidence-based medical guidelines, federal and state regulations, medical board practice guidelines and other applicable regulations and laws are utilized and applied. Advisors are instructed to avoid commentary that directly recommends treatment. The Advisor cannot take the position of making treatment recommendations as this could be considered practicing medicine. There is no doctor-patient relationship when performing these medical necessity reviews.

#### Services Include

- Process Administration
  - Receipt of an individual request & submitted clinical records
  - Appropriate reviewer selection and assignment based on state and other mandates
  - Clinical record routing to assigned physician/appropriate reviewer
  - Physician/appropriate reviewer analysis for medical necessity
  - When applicable, there will be an appropriate attempt to offer the requesting provider an opportunity to discuss and further amplify the medical necessity of treatments
    - 2 peer-to-peer contact attempts will be made provided a minimum of 2 business days of turnaround time



- A minimum of 1 contact attempt will be made with less than 2 business days of turnaround time
- Completion of Concentra's standard determination report template
- Tracking and follow-up of assigned reviews to ensure a timely response consistent with client requirements
- Quality Assurance of recommendation (i.e. spelling, review of submitted records, application of most appropriate guidelines, responsiveness to request)
- Physician/provider reviewer panel credentialing
- Medical Director oversight
- State regulatory compliance

### **Turnaround Time**

Will commence upon MRS' receipt of a completed request that contains all the clinical information submitted and will end on the date provided as the due date that accomplishes each request. Turnaround time will be measured in business days, excludes weekends, holidays, and the day of receipt of request.

### **Determination Reports**

MRS will be responsible for delivering a written report with an assessment of the medical issue to be addressed as requested from its clients. Notification of insurers, requesting provider and/or the patient will be the responsibility of MRS' client.

### **Workflow Description**

Client will submit request via email using the MRS referral form along with pertinent medical records to be considered in the evaluation to MRS central email address ([reviews@concentra.com](mailto:reviews@concentra.com)). Requests will include the date by which the determination report should be completed. Completed determination reports will be returned via email to the same email address the request was received from.

### **Other Special Instructions**

No specific special handling instructions.

### **Billing**

MRS will bill for services on a monthly basis. Statements will reflect the prior month's service activity.

**Services to be Provided (check appropriate review type box)**

**Utilization Review Types:** Physician or peer reviews done inside of formal Utilization Review (UR) programs in which a medical necessity opinion is issued and returned to a UR Organization

- ☐ **UR Medical Necessity - First:** 1st level prospective peer reviews in which typically primary caser providers are used to perform a medical necessity analysis
- ☐ **UR Reconsideration:** Resubmission of an Initial Peer Review for assignment to the original peer review advisor for additional peer-to-peer contact attempts
- ☐ **UR Appeal:** 2nd level prospective peer review request in which the Initial Peer Review was non-certified. They are assigned to a peer review advisor with the same primary specialty as the requesting provider
- ☐ **UR Retrospective:** Medical Necessity analysis of previously provided medical services

**Claims Review Types:** Medical opinion reviews that are outside of the UR process that typically deal with questions about medical necessity, causality, relativeness, and/or duration of time off of work

- ☐ **Chart Review - Standard:** Single question review in which things like medical necessity, causality, or relativeness are attempting to be established
- ☒ **Chart Review - Complex:** Multiple medical opinion/question review in which things like medical necessity, causality, and/or relativeness are attempting to be established
- ☐ **Family Medical Leave Act (FMLA):** Addresses questions regarding a provider's recommendation for the duration of time off work under the Family Medical Leave Act (FMLA)
- ☐ **Short Term Disability (STD):** Addresses questions regarding a provider's recommendation for the duration of time off work with regard to a short term disability claim.
- ☐ **Long Term Disability (LTD):** Addresses questions regarding a provider's recommendation for the duration of time off work with regard to a long term disability claim.
- ☐ **Pharmacy:** Addresses questions related to potential inappropriate drug therapy being prescribed



## Statement of Work

### Referral Form

#### Medical ReviewStream By Concentra Peer Review Referral

Shaded Fields are required

#### **PERSON REQUESTING REVIEW**

Name: Click here to enter text.  
Date: Click here to enter text.  
Phone Number: Click here to enter text. Fax: Click here to enter text.  
Company: Click here to enter text.

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#### **PATIENT DEMOGRAPHICS**

Name: Click here to enter text. Unique Identifier: Click here to enter text.  
Employer: Click here to enter text. Customer Reference #: Click here to enter text.  
Birth Date: Click here to enter text. Claim #: Click here to enter text.  
Jurisdiction: Click here to enter text. Date of Injury: Click here to enter text.

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#### **REQUESTING PROVIDER/PROVIDER OF RECORD**

Physician Name: Click here to enter text. Available Time for Peer-to-Peer: Click here to enter text.  
Specialty: Click here to enter text. Click here to enter text.  
Phone Number: Click here to enter text. Click here to enter text.

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#### **ADDITIONAL INFORMATION**

Diagnosis: Click here to enter text.  
ICD-9 code: Click here to enter text.  
CPT Code: Click here to enter text.

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#### **ISSUE OR QUESTION TO BE ADDRESSED**

Click here to enter text.

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Case Due Date: Click here to enter text. Total No. of Pages Sent: Click here to enter text.

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#### **REVIEW TYPE (select 1)**

##### **Utilization Review Case Types**

- ☐ UR Medical Necessity - First  
☐ UR Reconsideration  
☐ UR Appeal  
☐ UR Retrospective

##### **Claim/Chart Review Case Types**

- ☐ Chart Review – Standard \* ☐ Short Term Disability  
☐ Chart Review – Complex \*\* ☐ Long Term Disability  
☐ Pharmacy  
☐ Family Medical Leave Act (FMLA)

\* Single question or issue to be addressed such as causality or relativeness

\*\* Multiple questions or issues to be addressed (up to 3)

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MRS's determination reports are sent to the submitter of this referral form. MRS does not prepare or send mandated letters or notifications to requesting providers, patients, or their representatives.

Fax completed referral forms and medical records to (800) 294-9399 or email via encrypted email to:  
**Reviews@concentra.com**

## **Statement of Work**

### **Determination Report Template**

**Patient name:**  
**Date of birth:**  
**Issue(s) to be analyzed:**  
**Date of injury:**  
**Diagnoses:**  
**Requester name:**  
**Phone #:**

#### **Medical records reviewed**

\_\_\_ pages of medical and administrative records were reviewed including:

#### **Criteria used in analysis**

#### **Reviewer's Comments**

#### **Determination**

**Peer Reviewer Name/Credentials**

**Attestation**

**Contact Information**

(peer-to-peer contact attempt summary)



## Schedule II

### Fees

Utilization Review		
Review Type	Rate per Review	Comments
UR Medical Necessity - First	N/A	Includes up to 3 related items and 100 pages of medical records
UR Medical Necessity (Specialty Match)	N/A	
UR Reconsideration	N/A	
UR Appeal	N/A	
UR Retrospective	N/A	
Claims Review		
Review Type	Rate per Review	Comments
Chart Review – Standard	N/A	1 question & up to 100 pages
Chart Review – Complex	\$350	Up to 3 questions & 100 pages
Family Medical Leave Act (FMLA)	N/A	Up to 100 pages
Short Term Disability (STD)	N/A	Up to 100 pages
Long Term Disability (LTD)	N/A	Up to 100 pages
Pharmacy	N/A	Up to 3 drugs & 100 pages
Surcharges		
Surcharge Type	Rate	Comments
Expedited	\$50 per review	Same and next day due date
Excess Medical Records	\$1 per page over 100	

**Schedule III**

**Business Associate Agreement**