Williamson County Contract/Agreement Checklist

Essential Contract Elements	Yes	No	N/A	Comments
1. An Offer	V			
2. An Acceptance	V			
3. Legal Purpose / Objective	✓			
4. Mutuality of Obligation-"meeting of the minds"	✓			
5. Consideration	✓			
6. Competent Parties	✓			
Essential Clauses				
Basic Information (introduction)	✓			Section 1
2. Scope of Work	✓			Section 2
3. Consideration / Price	✓			Section 3
4. Specifications			✓	Contract is for services
5. Funding Out Clause		/		Contract expires in FY 2010;
				funds previously appropriated.
6. Term of Contract	✓			Section 6.1
7. Payment	✓			Section 3.3
8. Dispute Resolution	✓			Section 6.3
Contractor Responsibilities	✓			Section 2
10. Indemnification / Damage Claims	✓			Section 5
11. Termination or Suspension	✓			Section 6.2
12. Abandonment / Default		V		Risk is minimal due to the
				scope of work.
13. Right to Audit		√		Contract is for medical
				services audits; risk minimal.
14. Force Majeure	✓			Section 7.2
15. Affirmation Clauses	✓			Section 7
16. Antitrust			√	
17. Ownership / Intellectual Property				
Rights to Data				
Documents			✓	
Software				
18. Does RFP match contract?			✓	

Objective: To determine if the proposed agreement with TMF Health Quality Institute contains the essential contract elements and clauses to reduce the risk of non-compliance to an acceptable level.

Contract Name: Review Services Agreement

Contracting Department: Community Health Education & Social Services Division

Results: 11 (78.57%) of the 14 applicable contract clauses are reflected in the contract. The 3 missing clauses are not considered significant to this contract and their omission does not increase the risk of non-compliance to the County.

Action: Return the contract to Bride Roberts with a copy of this checklist and a recommendation to proceed with placing this contract on the Commissioners Court agenda.

Conclusion: The risk of non-compliance to the County associated with this contract is **low** and approval is recommended.

Note: The authority to enter into this agreement is the result of the County approving on March 16, 2010, agenda item 23, a purchasing cooperative inter-local agreement with Montgomery County Hospital District.

Reviewed by: J. Gilger Wilco Contract Auditor

Date reviewed: July 12, 2010



Bridgepoint I, Suite 300 5918 West Courtyard Drive • Austin, TX 78730-5036 Phone 512-329-6610 • Fax 512-327-7159 • www.tmf.org

July 8, 2010

Bride Roberts, LBSW
Assistant Director
Community Health Education & Social Services Division
Williamson County & Cities Health District
211 Commerce Blvd., Suite 114
Round Rock, TX 78664

Re: Review Services Agreement

Dear Ms. Roberts:

Enclosed you will find the TMF Review Services Agreement for your consideration. Per your request, the agreement specifies that all review and consulting services will be completed and billed on or before September 30, 2010, with the total contract value not to exceed \$35,000.

Following review of the enclosed agreement, please complete the contact information requested on page four, sign, date and return two originals to my attention at the following address:

TMF Health Quality Institute
5918 West Courtyard Drive, Ste 300
Austin, TX 78730-5036

Following signature by TMF's Chief Executive Officer, one fully executed original agreement will be returned to you for your files.

TMF is confident that our services will be of benefit to you. If you have any questions regarding the Review Services Agreement or the services offered by TMF, please contact me at 512-334-1618 or by e-mail at debbie.lovato@tmf.org. We appreciate your business.

Sincerely,

Debbie Lovato, RN

Vice President, Business Development

Section 1. Parties

- 1.1. This Review Services Agreement (the "Agreement") is made and entered into this 15th day of July 2010 (the "Effective Date"), by and between TMF Health Quality Institute ("TMF"), a Texas nonprofit corporation, located at Bridgepoint I, Suite 300, 5918 West Courtyard Drive, Austin, Texas 78730-5036, and Williamson County, located at 710 Main Street, County Courthouse, Georgetown, TX 78626-5703.
- 1.2. In accordance with Section
 1154(a)(11) of the Social Security Act, TMF's
 Medicare peer review contract with the Centers for
 Medicare and Medicaid Services, U.S. Department of
 Health and Human Services, requires that TMF shall
 make available its facilities and resources for contract
 with public and private entities paying for health care
 in its area for review of services reimbursed by such
 entities, as is feasible and appropriate.
- 1.3. In accordance with section 1.2. above, TMF is a private utilization review agent certified by the Texas Department of Insurance under Article 21.58A of the Texas Insurance Code, and a private independent review organization certified by the Texas Department of Insurance under Article 21.58C of the Texas Insurance Code.

Section 2. Review Services.

- 2.1. Type of Review Services. During the term of this Agreement, and subject to the terms and conditions stated in this Agreement, TMF will provide the review services identified in sections 2.1.1. and 2.1.2. of this Agreement on cases submitted by Williamson County for review. Williamson County may initiate a review request by submitting to TMF all necessary medical record and claim information necessary to render a review decision.
 - 2.1.1. Retrospective Review of Medical Records. At the request of Williamson County and upon TMF's receipt of all appropriate medical record documentation, TMF will retrospectively review non-Medicare medical records to address any questions or areas of concern Williamson County may have related to the medical necessity, coding, quality and appropriateness of preventive care and chronic disease management provided in the clinic setting as compared to established national medical practice guidelines. TMF will also perform chart to charge audits of emergency room visits to validate charges against documentation in the medical record. Unless specified by Williamson County, TMF reserves the privilege to assign a physician specialty appropriate to the case in question. Review determinations on all records

submitted will be based on the available information submitted by Williamson County or contracted providers. TMF does not assume responsibility for incomplete records.

- 2.1.2. Reconsideration of
 Retrospective Review Decisions. At the request of
 Williamson County, TMF will perform
 reconsideration review of cases retrospectively
 reviewed by TMF under this Agreement.
 Williamson County must provide TMF with
 additional information for a case to be considered
 eligible for reconsideration review.
- 2.1.3. Without its express prior written consent, TMF will not provide review services for use in the suspension or termination of a physician's facility or hospital privileges. If Williamson County wishes to engage TMF to provide review services for use in suspension or termination of a physician's facility or hospital privileges and TMF, at it sole discretion, is willing to conduct such review, TMF and Williamson County will enter into a separate agreement concerning such reviews.

2.2. Assignment of Personnel.

- 2.2.1. TMF will utilize registered nurses (RNs) trained in utilization and quality review and coding guidelines for screening and review of the information provided to determine the correct ICD-9-CM codes and DRG for the diagnoses and procedures performed. Cases which require a review decision regarding medical necessity or quality of care provided will be referred to a physician reviewer.
- 2.2.2. Physician review will be performed by doctors of medicine (MDs), doctors of osteopathy (DOs), podiatric medicine (DPMs), or dentistry (DDSs) who meet the requirements established by the TMF Board of Trustees for physician reviewers, including training in utilization and quality review. TMF will assign a physician consultant or reviewer to each case which TMF determines is of a specialty appropriate to perform a peer review.
- 2.3. Review Report. Upon completion of retrospective review, TMF will provide written or FAX notification to the Executive Director of Williamson County of the review results. TMF's review reports will be provided within the timeframes outlined in section 2.4 and a report of findings and recommendations will be completed by September 30, 2010.
- 2.4. <u>Time</u>. TMF will complete each requested review within the following time frame after TMF's receipt of the review request and complete substantiating information from Williamson County.

- 2.4.1. Retrospective Review/
 Reconsideration Review of Retrospective
 Review Decisions. Review results will be
 provided to WILLIAMSON COUNTY on or
 before September 30, 2010.
- 2.5. <u>Discontinuation of Review</u>. At the request of Williamson County TMF will discontinue any review which has been initiated.
- Litigation Support to Williamson County. Upon receipt of a written request from Williamson County, TMF will provide support to Williamson County for appeals or litigation for cases for which TMF has provided a retrospective, or reconsideration review decision. TMF's support will be limited to verification of TMF's retrospective, or reconsideration review decision, rereview of the case in question by a physician to assure accuracy of TMF's first advisory determination, and/or depositions or testimony regarding TMF's advisory review decision, processes, procedures, and contractual responsibilities. TMF will provide the medical record documentation, administrative or review staff and/or professional medical advisory consultation as TMF determines is appropriate.
 - 2.6.1. Williamson County will submit a written request to TMF fully identifying the case and specifying the type of support required. Williamson County's written request will also identify any additional parties which may contact TMF, such as attorneys requiring the identification of the physician reviewer or expert witnesses for depositions/testimony.
 - 2.6.2. If release of a physician reviewer's name is required by an attorney, TMF will be notified no fewer than sixty (60) days prior to the potential date of deposition or testimony.
 - 2.6.3. Williamson County may refer attorneys to TMF's legal counsel when a specific case is in litigation:

Walter Batla Attorney-at-Law 3811 Bee Caves Rd, Suite 105 Austin, Texas 78746 Phone 512-472-1520 Fax 512-472-1522

- 2.6.4. Reimbursement of TMF physician reviewers for depositions or testimony will be negotiated through TMF's legal counsel on a case-by-case basis. Such reimbursement will be made by the requesting attorney directly to TMF. Deposition or testimony required of TMF staff will be negotiated through TMF on a case-by-case basis.
- 2.7 <u>Conflicts Mitigation</u>. TMF strives to maintain impartiality in all of its review services.

However, should an issue concerning impartiality arise, TMF maintains a Conflicts Mitigation Plan and Policy to address these concerns. Copies of TMF's Conflicts Mitigation Plan and Policy may be obtained by written request addressed to the contact for contract or financial matters listed in Section 7.4.1. of this Agreement.

Section 3. Fees; Invoice; Payment; Late Payment; Suspension of Review Services.

- 3.1. Fees. Each inpatient case reviewed is considered a separate review and subject to assessment of fees set forth in the attached Fee Schedule. Emergency Department review/consulting fees for the chart to charge audit and consulting services are in accordance with the fee schedule. Total fees for review/consulting services will not exceed \$35,000 for work completed and billed by September 30, 2010.
- 3.2. <u>Invoice</u>. TMF will provide WILLIAMSON COUNTY with a monthly invoice for all review services completed during the previous month.
 - 3.2.1. During the term of this Agreement, including any renewal terms, and for ninety (90) calendar days following termination of this Agreement, TMF will provide access to its records that support invoices for audit and inspection by Williamson County within five (5) working days of TMF's receipt of written notice.
- Payment. Williamson County will pay TMF at its office in Austin, Texas, on a monthly basis for the services provided during the previous month pursuant to Section 3.1 of this Agreement and upon receipt of invoice from TMF. Williamson County's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Williamson County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Williamson County 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 Williamson County'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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Williamson County shall notify TMF of the discrepancy. Following Williamson County's notification of any discrepancy as to an invoice, TMF must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Williamson County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Williamson County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- 3.4. Late Payment. See 3.3 above.
- 3.5. <u>Suspension of Review Services.</u>
 When payment has not been received by TMF within sixty (60) calendar days from the invoice date, TMF will inform Williamson County of the suspension of review services. Review services will resume when all outstanding balances and interest are fully paid by Williamson County.

Section 4. Confidentiality.

- 4.1. Without consent of Williamson
 County, TMF will not disclose to any person or entity
 not a party to this Agreement any information
 provided to, acquired by, or prepared by TMF or
 provided to Williamson County. TMF agrees to
 execute a business associates agreement with
 Williamson County and such other agreements and
 documents necessary for Williamson County to
 comply with the Health Insurance Portability and
 Accountability Act of 1996.
- 4.2. Williamson County will maintain the confidentiality of all data and information acquired or produced by TMF, in accordance with applicable state and Federal laws.
- 4.3. TMF will generally maintain the information submitted by Williamson County to TMF and the reports provided by TMF to Williamson County in confidence, except as necessary to perform the utilization review services set forth in this Agreement Williamson County acknowledges and agrees, however, that certain federal and state authorities and agencies may require access to TMF's facilities to audit the performance of the services offered by TMF pursuant to this Agreement and other agreements, and that TMF shall cooperate with respect to all such governmental audits, including permitting access to and disclosure of reports. Williamson County further agrees that TMF's obligation under this Section 4.1. is limited to compliance with the same methods and procedures that TMF uses to protect its own confidential information from disclosure.

Section 5. Indemnification.

To the extent allowed by law, Williamson County shall, at its sole expense, defend, indemnify, and hold TMF and its officers, directors, agents, reviewers and employees harmless from and against all liability and costs (including judgments, attorneys' fees and court costs) that may result from any claim or suit asserted or brought against TMF by a third party, except for TMF's negligence or reckless conduct, in connection with (a) the receipt, use or dissemination by TMF of the information provided by Williamson County to render the review services hereunder, (b) the receipt, use or dissemination by Williamson County of the information provided by TMF to Williamson County or (c) the assessment of and actions taken by Williamson County based upon the information furnished by TMF to Williamson

County. If any third party asserts a claim against TMF with respect to any matter, with the exception of TMF's negligence or reckless conduct, which may give rise to a claim for indemnification (an "indemnifiable claim") by TMF against Williamson County under this Agreement, then TMF shall notify Williamson County promptly. In the event of an indemnifiable claim made by a third party against TMF, Williamson County shall select counsel to defend the claim, which counsel shall be reasonably satisfactory to TMF, and all costs of such counsel shall be borne by Williamson County.

- 5.2. TMF shall, at it sole expense, defend, indemnify, and hold Williamson County, and its officers, directors, agents, and employees, harmless from and against all liability and costs (including judgments, attorneys' fees, and court costs) that may result from any act or omission on the part of TMF or any of its employees or agents which resulted in:
 - i) any loss from any fraudulent or dishonest act on the part of any TMF employee;
 - ii) any loss of or damage to Williamson County's property or premises caused by the negligence or willful act of any TMF employee; or
 - iii) any negligent or reckless conduct by TMF, its agents and/or employees that forms the basis of a claim against Williamson County.

If any third party asserts a claim against Williamson County with respect to any matter, with the exception of Williamson County's negligence or reckless conduct, which may give rise to a claim for indemnification (an "indemnifiable claim") by Williamson County against TMF under this Agreement, then Williamson County shall notify TMF promptly. In the event of an indemnifiable claim made by a third party against Williamson County, TMF shall select counsel to defend the claim, which counsel shall be reasonably satisfactory to Williamson County, and all costs of such counsel shall be borne by TMF.

- 5.3. TMF warrants that it has and shall maintain insurance contracts for its employees providing comprehensive general liability and property damage insurance coverage. If any third party asserts a claim against Williamson County with respect to any other matter which gives rise to an indemnifiable claim by Williamson County against TMF under this Agreement, then Williamson County shall notify TMF thereof promptly.
- 5.4. Williamson County is a political subdivision of the State of Texas. Since claims against the county are subject to the liability and damage limitations of the Texas Tort Claims Act, Williamson County has chosen to self-insure rather than to obtain insurance coverage for its residual liability. The full faith and credit of Williamson County, therefore, stands behind any lawful claims against it, its officials, employees, or agents. If any third party asserts a claim against TMF with respect to any other matter which gives rise to an indemnifiable claim by TMF against Williamson County under this Agreement, then TMF shall notify Williamson County thereof promptly.

Section 6. Term; Termination; Dispute Resolution.

- 6.1. <u>Term.</u> The term of this Agreement shall commence on the Effective Date of this Agreement and will expire on September 30, 2010.
- terminate this Agreement at any time with or without cause by giving at least thirty (30) calendar days prior written notice properly addressed to the individual whose signature is set forth below and at the address identified in Section 1.1. of this Agreement, or such more recent address of which the sending party has received written notice. During the time between receipt of the written termination notice and the effective date of such termination, TMF shall continue to provide utilization review services and Williamson County will pay TMF for all services rendered during the term of this Agreement.
- Dispute Resolution Prior to Suit. Each party agrees that unless otherwise required in order to comply with deadlines under applicable law, it will not file an action or institute legal proceedings with respect to any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement until a mediation process has been attempted. TMF and Williamson County shall attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual friendship and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually-acceptable neutral advisor for mediation. Neither of the parties may unreasonably withhold acceptance of such an advisor, and his or her selection will be made within thirty (30) days after notice by the other party demanding such mediation. The cost of such mediation or any other alternate dispute resolution agreed upon by both parties shall be shared equally by TMF and Williamson County. Any dispute which cannot be so resolved between the parties within ninety (90) days of the date of the initial demand by either party for such mediation shall be determined by the courts. The use of such a procedure shall not be construed to affect adversely the rights of either party under the doctrines of laches, waiver or estoppel. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under this procedure have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious or irreparable injury to a party or to others.

Section 7. Miscellaneous.

- 7.1. <u>Procedures.</u> Williamson County and TMF shall establish compatible procedures to implement and administer this Agreement.
- 7.2. Force Majeure. Either party shall be excused from delays or failures in performance of their obligations under this Agreement resulting from causes beyond their reasonable control, whether or not foreseeable; provided that in order to be excused, such party must notify the other party of the delay or

failure and its cause at the time it arises and must act diligently to remedy the cause and restore performance.

- 7.3. Independent Contractor. In performing the utilization/quality review services under this Agreement, TMF is acting as an independent contractor, and in no way are the parties to be construed as partners, joint venturers, or agents of one another in any respect under this Agreement. TMF does not undertake by this Agreement to perform any obligation of Williamson County.
- 7.4. <u>Contact Persons</u>. Each party will identify and update in writing the person(s) responsible for administration of the terms of this contract for the purposes of, but not limited to, liaison activity, program performance, administrative matters, and additional negotiations.

7.4.1. For TMF:

Contact for Review or Administrative Matters:

Janet Kilcrease, RN Director, Review & Compliance 5918 West Courtyard Drive, Ste 300 Austin, Texas 78730-5036 512-334-1696 512-381-0226 (FAX number)

Contact for Contract or Financial Matters:

Debbie Lovato, RN Vice President, Business Development 5918 West Courtyard Drive, Ste 300 Austin, Texas 78730-5036 512-334-1618 512-381-0226 (FAX number)

7.4.2. For Williamson County:

Contact for Review or Administrative Matters:

Name: Bride Roberts, LBSW
Title: Assistant Director, Community Health
Education & Social Services
Address: Williamson County & Cities Health
District
211 Commerce Blvd., Suite 114
Round Rock, TX 78664
Phone:
Fax:
Contact for Contract or Financial Matters: Name:
Title:
Address: 710 Main Street
County Courthouse
Georgetown TX 78626-5703
Phone:
Fax:

Williamson County's representative whose signature is set forth below will notify TMF in writing of changes to the designated contacts within thirty (30) days of such change.

- 7.5. <u>Amendment</u>. This Agreement may be amended, by mutual consent, expressed in writing, of the parties hereto or their successors.
- 7.6. GOVERNING LAW; LIMITATIONS; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY RULE OR PRINCIPLE THAT WOULD REFER TO AND APPLY THE SUBSTANTIVE LAW OF ANOTHER STATE OR JURISDICTION. TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE UTILIZATION REVIEW SERVICES OFFERED HEREUNDER MUST BE INSTITUTED WITHIN THE TIME ALLOWED BY THE STATUTE OF LIMITATIONS FOR SUCH CLAIM. FURTHER, EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND ACKNOWLEDGES THAT VENUE AND JURISDICTION OF ANY SUIT, RIGHT, OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN EITHER THE STATE COURTS OF WILLIAMSON COUNTY, TEXAS OR IN THE AUSTIN DIVISION OF THE WESTERN FEDERAL DISTRICT OF TEXAS, AND THE PARTIES HERETO EXPRESSLY CONSENT AND SUBMIT TO SUCH JURISDICTION.
- 7.7. <u>Freedom of Action</u>. Nothing in this Agreement shall restrict or prevent TMF from providing utilization review services to any other private or public entity.
- 7.8 Notices. All notices which shall be given by either party under the terms of this Agreement shall be in writing and shall be hand delivered, sent by facsimile transmission, or sent by certified mail (return receipt requested), addressed to the party at the address set forth at the beginning of this Agreement or at such other address as may be designated by a party in writing. All such notices which are hand delivered or sent via facsimile shall be deemed given upon receipt, and all notices sent via certified mail shall be deemed given five days after mailing.
- No Conflicting Terms. If there is 7.9. any conflict between this Agreement and any purchase order, written request, or other document submitted by Williamson County to TMF requesting utilization review services, this Agreement shall govern whether such purchase order, written request or other document is submitted prior to or subsequent to the Effective Date of this Agreement, or is signed or acknowledged by any director, officer, employee, representative or agent of TMF. It is acknowledged that this Agreement between TMF and Williamson County is developed outside of TMF's QIO contract with the Centers for Medicare and Medicaid Services. In the event that Williamson County believes that this Agreement was forced or coerced, the Government Contracting Officer and/or Project Officer may be contacted directly by Williamson County. The Contracting Officer is Naomi Haney-Ceresa and she

can be reached at 410-786-1607. The Project Officer is Patty Rawlings and she can be reached at 214-767-4423.

TMF shall not undertake or perform any services under this Agreement requiring TMF to conduct review of any cases concerning Medicare beneficiaries residing in the state of Texas, or any other matter which would or could constitute a conflict of interest with TMF's obligations under its QIO contract with CMS, including any review involving the Emergency Medical Treatment and Labor Act (EMTALA), the Benefits, Improvements and Protection Act of 2000 (BIPA), or any review of a Medicare+Choice Organization's decision to terminate Medicare coverage of services.

- 7.10 Attorney's Fees. If either party takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of amounts due hereunder, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any court costs.
- 7.11. <u>Consideration</u>. The parties agree that they enter into this Agreement for and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which they hereby acknowledge.
- 7.12. <u>Counterparts</u>. This Agreement may be executed in two counterparts, each of which taken together shall constitute one single Agreement between the parties.
- 7.13. If any rule, regulation, directive, or guidance issues by the Centers for Medicare & Medicaid Services or any provision contained in TMF's QIO contract requires approval of this Agreement by the Centers for Medicare & Medicaid Services before it becomes effective, this Agreement shall not be effective until such approval has been obtained. TMF shall make reasonable efforts to obtain such approval if required.

THIS WRITTEN REVIEW SERVICES
AGREEMENT REPRESENTS THE FINAL AGREEMENT
BETWEEN THE PARTIES AND MAY NOT BE
CONTRADICTED BY EVIDENCE OF PRIOR,
CONTEMPORANEOUS, OR SUBSEQUENT ORAL
AGREEMENTS. THERE ARE NO OTHER
AGREEMENTS, WRITTEN OR ORAL, BETWEEN THE
PARTIES.

IN WITNESS WHEREOF, TMF and Williamson County have caused this Agreement to be signed and delivered by their duly authorized representatives.

TMF Health Qua	ality Institute
Typed Name: Title: Date:	Thomas J. Manley Chief Executive Officer
Williamson Cou	unty
Ву:	
Printed Name:	
Title:	
Date:	1-28-6

Williamson County & Cities Health District * Fee Schedule Inpatient Chart Review – Emergency Department Review/Consulting

	INPATIENT REVIEW					
Sample Type	Number of Records (Nurse Review)	Fee Per Review	Cost	Number of Records (Nurse + Physician Review)*	Fee Per Review	Cost
One/Two-Day Stays	34	\$167.00	\$5,678.00	12	\$198.00	\$2,376.
30-Day Readmits	30 (15 patients X 2 records/each)	\$167.00	\$5,010.00	10 (5 patients X 2 records/each)	\$198.00	\$1,980.

Total Inpatient Review

EMERGENCY DEPARTMENT REVIEW/CONSULTING

Service	Projected Number of Labor Hours	Hourly Rate	Cost
Chart to Charge Audit (21 ED visits)	24	\$150.00	\$3,600.00
Analysis ER data to determine utilization patterns, on-site ED interviews, reporting/recommer dations	Senior Nurse (80 hours)	\$150.00	\$12,000.00
	Senior Health Data Analyst (8 hours)	\$125.00	\$1,000.00
	Communication Specialist (4 hours)	\$75.00	\$300.00

Total Emergency Department Review/Consulting

Total Inpatient Review and Emergency Department Review/Consulting

^{*}Physician referral rate may be lower or higher depending on number of cases identified with potential UR/quality concerns.

^{*} Total fees not to exceed \$35,000 for review and consulting completed by September 30, 2010.