



STATEMENT OF WORK
Utilization Management Services

This statement of work ("SOW") begins on the Services Start Date set forth below and is governed by the Master Services Agreement ("Agreement") executed between the County of Ventura ("CLIENT") and CorroHealth, Inc. ("CH"). All capitalized terms not defined in this SOW have the definitions provided in the Agreement.

Services to be provided:	Utilization Review			
Services Start Date (unless otherwise agreed by the Parties):	The Effective Date			
Services Effective Period (subject to renewal provisions of the Agreement):	1 year with up to two (2) additional one (1) year periods			
Fees: Exhibits A1 thru A3	Exhibit	Year 1	Year 2	Year 3
	A1	\$ 12,500	\$0	\$0
	A2	\$225,100	\$225,100	\$225,100
	A3	\$ 10,000	\$ 10,000	\$ 10,000
	Total	\$247,600	\$235,100	\$235,100

The following terms and conditions are in addition to the Agreement. If these terms are inconsistent with the Agreement, these terms govern CH's provision of the Services listed in this SOW.

1. Services.

- a. Provision of Services. During the Term, CH shall provide CH Services, as stated in **Exhibits A1 and A2**, to each of the Hospital(s) listed in **Exhibit B**, in accordance with the terms and conditions identified in this SOW.
- b. Access to Systems. CH may elect to provide Services at any time of any day, and CLIENT must provide CH constant access to CLIENT's systems unless CLIENT provides 7 days' advance notice of scheduled interruption or 24 hours' advance notice of unscheduled interruption.
- c. Compliance. CH will only be responsible for the performance of the Services contemplated by this SOW. CH will perform the Services based on the documentation and patient medical charts provided by CLIENT. CLIENT is solely responsible for its compliance with any local, state, or federal guidance or mandates pertaining to the provision of essential or non-essential medical procedures.

2. CLIENT Obligations.

- a. CLIENT must provide CH with logins and 24/7 access to any systems necessary for CH to provide Services.
- b. CLIENT must provide CH with 24/7 access to the patient charts, provider information, documents, instructions, and other information, patient related or otherwise, necessary for CH to complete the Services, including coding policies and procedures.
- c. CLIENT must provide CH with training in the procedures, standards, and practices specific to CLIENT and CH's use of its software and systems.
- a. CLIENT must participate in all project status meetings and provide CH contact information for a project manager and executive sponsor.

- 3. Fees.** CLIENT shall pay to CH all fees for the contracted Services, each as set forth as an Exhibit to this Agreement, attached hereto and incorporated herein by reference. In the event the CLIENT requests, and the parties mutually agree to, a reduction of Services provided under this Agreement or to add/delete Hospitals receiving CH Services under this Agreement, CH reserves the right to revise the pricing provided herein, as stated in an applicable Exhibit(s). The first CPI Adjustment will take place at the completion of the first twelve (12) months from the Services Start Date of this Agreement and then annually thereafter. "CPI Adjustment" means increase in all fees listed in this Agreement by the Medical Care Services for All Urban Consumers index, as published by the US Bureau of Labor Statistics. The resultant adjusted fees are rounded to the nearest full dollar.

County of Ventura	CorroHealth, Inc.
By:	By:
Name:	Name: Scott Tudor
Title:	Title: CFO
Date:	Date:

EXHIBIT A1

ASSESSMENT & IMPLEMENTATION

Scope:

Included Payer Classes:

- ✓ Medicare Fee For Service
- ✓ Medicare Advanatage
- ✓ Managed Medicaid

Focus:

- ✓ Utilization Management

Assessment & Implementation Services

- ✓ Assessment of current workflows and contract terms.
- ✓ Establish data exchanges and system access to facilitate ongoing program assessment and management.
- ✓ Create an implementation action plan:
 - Review priority list and work queue
 - Review process and criteria
 - Medical Staff education
 - Physician Advisor role and education
 - UM Staff education

Pricing: \$12,500; 50% payable upon the Effective Date of the Agreement and 50% due upon completion of the Assessment and Implementation Services identified in this Exhibit.

EXHIBIT A2

REVENUE REALIZATION & PRESERVATION:

Scope:

Included Payer Classes:

- ✓ Medicare Fee For Service
- ✓ Medicare Advanatage
- ✓ Managed Medicaid

Focus:

- ✓ Utilization Management

Revenue Realization Services:

- ✓ Concurrent Case reviews on “high-priority” cases; Physician Advisor review and physician-to-physician interaction
- ✓ Algorithmic & Audit reviews on cases not requiring Concurrent review with “low risk” of error (2-3% audit rate for Medicare FFS included in monthly fee)
- ✓ Process tracking. Ensure right cases, right time, right outcomes. ID variant cases for evaluation.
- ✓ Education & Process modification based on data, audits, and trends
- ✓ Benchmarking/ trending to track progress: Net Inpatient Realization™
- ✓ Program Management by Strategic Advisor

Revenue Preservation Services:

- ✓ Process tracking. Ensure right cases receive P2P & written appeals with right results
- ✓ UM Feedback on appeal results to improve defensive documentation to avoid denials & improve results
- ✓ Payer escalation working with Managed Care department; data & case examples
- ✓ Treating physician escalation using data & case examples
- ✓ Program Management by Strategic Advisors
- ✓ Effective Appeals: P2P and Written (if requested and priced separately as described below)

Pricing:

- ✓ Monthly recurring fee: \$16,675/month

Additional Services (as requested by Client):

- ✓ Medicare FFS Concurrent Case Review fee: \$175/case
- ✓ Medicare Advantage Concurrent Case Review fee: \$235/case
- ✓ Appeals Fees:
 - P2P case review fee:
 - \$0/case if case was reviewed concurrently by CH
 - \$275/case if case was not reviewed concurrently by CH

- Written Appeal:
 - \$0/case if case was reviewed concurrently
 - \$250/case if case was reviewed by CH as P2P
 - \$450/case if case was neither reviewed concurrently nor as P2P.
 - CH prepares the written appeal and the CLIENT files and tracks the appeal. If CH were to file and track the appeal, there is an additional fee of \$225/appeal.
- ALJ/IRO Appeals:
 - For cases with dates of service prior to the effective date of this Exhibit A2, the fee is \$750/case
 - For cases with dates of service after the effective date of this Exhibit A2, the fee is \$450/case.

Notes:

1. All appeal services will be limited to medical necessity denials and will only be provided during the contract term. Psych and rehab appeals are expressly excluded. Appeals of coding denials are not included in this service. Non-medical necessity appeals that CH elects to do are billed at a per hour fee and contracted separately. For QIO and other contractor audits, CH will defend any cases that are denied upon contractor audit and CH will provide appropriate documentation necessary to defend any contractor audit results contrary to expected. CH will no longer monitor an appeal outcome once a verbal or written confirmation of an overturn is received. "QIO" means Quality Improvement Organization. In this Agreement, QIO and BFCC-QIO refer to the same organization.
2. CLIENT shall notify CH of any QIO Probe audit or other external agency audits. At CLIENT's request, CH will provide assistance with QIO Probe audits and/or other external agency audits, including, but not limited to, internal/external meetings, preparation for the audit, and physician services. QIO Probe audits and other external audits by regulatory or government agencies are billed at a per hour fee and contracted separately.
3. CLIENT shall provide all documentation in an electronic form (i.e., PDF, Word, etc.) required for CH to process a retrospective appeal. An additional charge of \$15 per appeal for appeals not provided to CH in an electronic form. Access to the EMR is not considered providing CH an electronic version of the appeal.
4. CH shall charge an administrative case review fee of \$55 per review for any case, including appeals, referred to CH that does not require a review by the physician or does not result in a written appeal will be closed and reported by CH with administrative process.
5. ALJ/IRO fee applies regardless of whether the case was concurrently reviewed by CH. Appeal fees include a review of a stay lasting 5 days or less (additional days are billed at \$150 for each additional 5-day stay) and up to four (4) hours of time for the purpose of preparing the brief and attending the hearing. Any additional time needed is billed a per hour fee and contracted separately. Additional hourly rates may apply for ALJ/IRO appeals to support outside law firms who are handling the appeal.
6. At the MAC level, for cases with a date of service before the Effective Date of the Agreement, the hourly fee is \$550. For dates of service after the Effective Date, the hourly fee is \$475. This fee

applies regardless of whether the case was concurrently reviewed by CH or previously appealed by CH.

7. The cost of configuring access to the first Electronic Medical Record (EMR) system for CLIENT is included in the monthly recurring fixed fee. If the CLIENT utilizes more than one EMR at one or more hospitals, the cost to CLIENT for CH maintaining access to one or more EMRs is \$2,100 per month.
8. Additional fees:
 - o Document mailings are billed at the actual amount.
 - o Any recurring fees (fixed or otherwise) that are charged to CH as a result of doing business with CLIENT (i.e., vendor registration or payment systems) shall be borne by the CLIENT.
 - o For excess training required by Hospital in order for CH staff to maintain access to systems, hourly rates will apply.

**EXHIBIT A3
SPECIAL PROJECTS**

Service Category	Service	Description	Provided CH	By: Customer	Fee Type
Other Services	Payer Litigation Support	· CH will serve as expert witnesses regarding egregious payer behavior based on specific case examples or comparative performance assessment	?		Hourly ¹
	Other Projects	· CH will help identify and support other related projects across all payer types	?		

Resource Type	Hourly Fees
Medical Directors/Physician Consultants:	
Executive Medical Director	\$550/ hour
Senior Medical Director	\$475 / hour
Medical Director	\$375 / hour
Registered Nurse Consultants:	
Executive Registered Nurse	\$375 / hour
Senior Registered Nurse	\$300 / hour
Registered Nurse	\$250 / hour
Coding Consultants:	
Executive Documentation/Coding Consultant or Trainer	\$450 / hour
Senior Documentation/Coding Consultant	\$325 / hour
Documentation/Coding Consultant	\$225 / hour
Project Management & Consulting:	
Project Manager	\$325/hour
Executive Analyst	\$450 / hour
Senior Analyst	\$325 / hour
Analyst	\$200 / hour
Administrative:	
Senior Administrative Assistant	\$95 / hour
Administrative Assistant	\$75 / hour

Notes:

- Charges for Special Projects are invoiced at the beginning of each month for the activity occurring in the immediately preceding month or months prior to that project.
- Local travel is billed at actual time. Out-of-town travel is billed in ½ day increments based on the hourly rate of the employee traveling. Travel expenses are billed at actual cost.

EXHIBIT B
LIST OF CONTRACTED HOSPITALS

[illegible]