

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000870900005**

I. PURPOSE

The Health and Human Services Commission, for, and on behalf of the Office of Inspector General (“HHSC OIG”), an administrative agency within the executive department of the State of Texas, and Jeffrey C. Reese, MD, F.A.C.S. (“Contractor”), (each a “Party,” and collectively the “Parties”) enter into the following contract for physician services (the “contract”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Codes §531.102(a) and §531.039.

III. STATEMENT OF SERVICES TO BE PROVIDED

Contractor shall perform or cause to be performed physician services in accordance with Attachment A, Statement of Work, and Attachment B, Budget.

IV. DURATION

This contract is effective on the signature date of the latter of the Parties to sign this contract and terminates five years from the effective date, unless terminated pursuant to the terms and conditions of the contract. The term of this contract is subject to the availability of appropriated funds.

V. BUDGET

The total amount of this contract will not exceed **\$150,000.00** (the “Cap”). Any increase to the Cap during the term of this contract and any subsequent extensions must be in writing and signed by an authorized HHSC representative. All expenditures under the contract will be in accordance with **ATTACHMENT B, BUDGET**.

The Parties expressly agree that no provision of the contract is in any way intended to constitute that Contractor will be guaranteed work. Any and all work assigned shall be at the sole discretion of HHSC OIG.

VI. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

For: HHSC

Health and Human Services Commission
Office of Inspector General
Name: Sandy Fang
Title: Contract Administration Manager
Mailing Address: 11501 Burnet Road, Austin, TX 78758
Phone Number: (512) 568-1638
Email Address: Sandy.Fang@hhs.texas.gov

For: Contractor

Name: Jeffrey C. Reese, MD, F.A.C.S.
Title: Physician
Mailing Address: 2726 Steamboat Circle, Arlington, TX 76006
Phone Number: (956) 357-9214
Email Address: jeffreycreesemd@yahoo.com

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the HHSC either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

For: HHSC

Health and Human Services Commission
Office of Inspector General
11501 Burnet Road
Austin, TX 78758
Attention: Dirk Johnson, Chief Counsel

For: Contractor:

Jeffrey C. Reese, MD, F.A.C.S.
2726 Steamboat Circle, Arlington, TX 76006
(956) 357-9214
jeffreycreesemd@yahoo.com

Legal notice given by Contractor shall be deemed effective when received by the HHSC OIG. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR HHSC CONTRACT NO.

HEALTH AND HUMAN SERVICES COMMISSION

Jeffrey C. Reese, MD, F.A.C.S.

By: DocuSigned by:
Judy Knobloch
38ADFE6B33D645A...

By: DocuSigned by:
JEFFREY REESE
A422182BD1E2408...

Name: Judy Knobloch

Name: JEFFREY REESE

Title: Deputy IG for Medical Services

Title: MD

Date of signature: 5/12/2021

Date of signature: 5/6/2021

THE FOLLOWING ATTACHMENTS ARE HEREBY ATTACHED AND THEIR RESPECTIVE TERMS INCORPORATED BY REFERENCE INTO THE CONTRACT:

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – BUDGET

ATTACHMENT C – HHSC OPEN ENROLLMENT SOLICITATION No. HHS0008709

ATTACHMENT D – CONTRACTOR'S APPLICATION

ATTACHMENTS FOLLOW

ATTACHMENT A – STATEMENT OF WORK

1. **Background.**

The Investigations and Reviews (“I&R”) division of the Health and Human Services Commission’s (“HHSC”) Office of Inspector General (“OIG”) investigates and reviews allegations of fraud, waste and abuse committed by Medicaid providers, who may be subject to a range of administrative enforcement actions, including education, prepayment review of claims, penalties, required repayment of Medicaid overpayment, and/or exclusion from the Medicaid program.

The HHSC OIG Medical Services (“HHSC OIG MS”) unit conducts claims and medical record reviews on a variety of health and human services, including acute care utilization, hospital utilization, nursing facility utilization, research and detection, and pharmacy lock-in. The unit also provides clinical consultation to the Inspections and Review division.

In accordance with chapter 2254(A) of the Texas Government Code (the “Professional Services Procurement Act”), HHSC, on behalf of the OIG, contracts with providers of certain professional services to perform such services to support HHSC OIG activities.

Contractor is a physician or a legal entity that will provide one or more physicians associated with the entity to perform the professional services required under this contract.

HHSC and Contractor therefore agree as follows:

2. **Contractor’s Services.**

Overview. This Statement of Work (“SOW”) sets forth the requirements of Contractor’s services under this contract. For purposes of this contract, if the Contractor is a business entity, the SOW requirements apply to the individual physician(s) with whom HHSC OIG is expressly working. Contractor will be responsible for reviewing medical records in a timely manner in his or her area of expertise. Certain cases and review types may necessitate either modifications of, or additions to, one or more of the requirements. A modification or addition must be agreed-upon in writing in order to be enforceable, and to the extent necessary, be captured in a contract amendment.

2.1 Contractor must provide HHSC OIG with the following services that include, but are not limited to, one or more of the following requirements (collectively, the “Services”):

- (A) Case review.
- (B) Documentation of case review findings;
- (C) Written professional opinions;

- (D) On-site clinical reviews if applicable;
- (E) Testimony in legal proceedings; and
- (F) Continuity of integration and coordination of all services that may extend into future contract periods, which may require Contractor to fully complete the Services regarding all duties referenced in this Contract Agreement until all aspects of the case are resolved including all legal proceedings.

2.2 Contractor will render opinions as to the reasonableness of the services performed or reflected in the medical record and whether or not the treatment in question meets the applicable standard of care. Contractor will be required to reduce his or her opinions to writing in the approved report format. If needed and upon reasonable notice, Contractor must be available to testify in person or by deposition in all legal proceedings related to the services performed by the Contractor. Contractor must be reasonably available to counsel, and other employees of the OIG to discuss work assignments, findings, opinions and all other matters ancillary to the record review and/or testifying.

3. Contract Deliverables - Evaluation, Review Tool, and Expert Report

3.1 Evaluation. Contractor must:

- (A) Accept assignments that meets a reasonable timeline that will identify the duration for completing the case reviews no later than thirty business days from the date the case review is assigned.
- (B) Notify the point of contact of any changes to availability prior to accepting cases.
- (C) Review assigned case(s) according to the scope and methodology defined by HHSC OIG when the work is assigned.
- (D) Identify billing exceptions, quality of care concerns, and any other findings, as applicable.
- (E) Provide a complete and satisfactory summary of review findings in the format requested within 30 calendar days from the date the case review is assigned to the OIG point of contact who assigned the review.

3.2 Review Tool.

Contractor must:

- (A) Address and document findings or exceptions, or both, in accordance with the requirements established by the OIG point of contact for a given assignment.
- (B) Determine policy, rule, or law violations and whether or not documentation reviewed supports services billed if applicable.

- (C) HHSC OIG staff may also omit, revise, or append case review format, as standards and circumstances may dictate.

3.3 Satisfactory Expert Report.

If Contractor is performing expert case reviews, contractor must:

- (A) Ensure the Expert Report incorporates all documents required and satisfies all conditions in the “Expert Review Checklist”, as applicable.
- (B) Ensure the Expert Report is provided in the format requested by the OIG point of contact, is comprehensive, and is consistent with findings.
- (C) Provide a signed and dated narrative summary of overall observations regarding the case review findings (including provider’s documentation, billing patterns, and practice patterns) to the OIG point of contact who assigned the review.

3.4 Providing Testimony, if Needed

Contractor must:

- (A) Appear and testify in judicial proceedings, depositions, informal reviews, and administrative hearings relating to a case review, at the request of HHSC OIG.
- (B) Confer with OIG staff and legal counsel for OIG, HHSC, or the Office of Attorney General (OAG) as needed for case review or testimony preparation.

4. Miscellaneous

4.1 Notifications

Contractor must

- (A) Maintain at all times at least one active electronic mail (email) address for the receipt of contract-related communications from HHSC OIG. It is the Contractor’s responsibility to monitor this email address for contract-related information.
- (B) Notify the HHSC OIG Contract Manager (IG_Contracts@hhs.texas.gov) within five business days of any changes to the information provided in the original solicitation Request. This includes any changes in the status of the Contractor’s professional license or board certification, a complaint that has been filed against your license, or an investigation of your license or board certification being initiated.
- (C) Notify the HHSC OIG Contract Manager (IG_Contracts@hhs.texas.gov) within one business day (or as soon as practical) of determining that the Contractor’s opinion or the substance of the Contractor’s anticipated testimony has changed or will change.

(D) Notify the HHSC OIG Contract Manager (IG_Contracts@hhs.texas.gov) within one business day of receiving a request for information pursuant to the Texas Public Information Act.

4.2 Contractor Cooperation Contractor hereby agrees to cooperate with all state agencies that may be involved in any matter under review by HHSC OIG.

ATTACHMENT B - BUDGET

All payments shall be made to Contractor after deducting any known previous overpayment made by HHSC OIG. HHSC OIG is not obligated to pay for unauthorized services or to pay more than is consistent with federal and state regulations.

- 1. Fee.** Compensation for any work under this contract will be limited to \$150 per hour. In extraordinary circumstances, HHSC reserves the right to modify this amount if an alternative negotiated rate is agreed upon for a particular assignment by both parties in advance of work performed or should additional state or federal funding become available during the term of this contract, including any extensions.
- 2. Payment.** Payment for services provided by Contractor will be on a fee-for-service basis.
 - (A) Contractor shall not be entitled to payment in the absence of a signed contract to provide services.
 - (B) Contractor shall recover only once for the medical professional services delivered under the contract. Contractor shall not bill for or retain any additional compensation for such services from HHSC or any other entity.
 - (C) Contractor must seek payment or adjustments to payments within 30 days after services have been satisfactorily completed and submitted to the HHSC Inspector General's office.
 - (D) Contractor will only be paid for services provided upon OIG's receipt and approval of Contractor's itemized invoice for reimbursement.
- 3. No Guarantee of Volume, Usage or Compensation.**
 - (A) HHSC makes no guarantee of volume, usage, or total compensation to be paid to Contractor under this contract. All awarded Contracts under this procurement are subject to appropriations and the continuing availability of funds.
 - (B) HHSC-OIG will assign work to awarded Contractors based on the following guidelines:
 - (1) Skills and experience of an awarded Contractor for a particular assignment.
 - (2) The ability of an awarded Contractor to provide the requested services within the time frame needed.
 - (3) The quality, flexibility and timeliness of the awarded Contractor's performance of prior assignments under the resultant Contract.
 - (4) Any other factors relevant to a particular assignment for which a Contractor's services are needed.

4. Travel

- (A) Contractor hereby agrees and understands that all travel expenses must be approved by HHSC-OIG prior to being incurred.
- (B) Travel rates will be \$30.00 per hour calculated from the time of Contractor's departure from home or office to the time of arrival at the location specified by the OIG;
- (C) Travel expenses, including lodging and meals shall not exceed the Federal Domestic Maximum Per Diem Rates;
- (D) HHSC-OIG will reimburse mileage for personal vehicle use at an amount not to exceed the Texas Comptroller's travel and mileage reimbursement rates effective at the time of travel;
- (E) A rental car may be used if the Contractor is traveling over 150 miles. Rental car expenses shall not exceed the "full size" car pricing;
- (F) Airline fares must be considered at the lowest rates. Contractor may not fly on special or first-class flights;
- (G) Other approved travel expenses not listed will be reviewed and considered on a case-by-case basis; and
- (H) All receipts for any and all travel shall be submitted by the Contractor in addition to any requested travel forms.

5. Billing Process

- (A) Contractor shall submit itemized invoices for reimbursement to the attention of:
 - HHSC – Office of Inspector General
 - Attn: Purchasing and Contract Management Dept.
 - Email: IG_Contracts@hhs.texas.gov
 - AND
 - Designated OIG Case Assigner/Staff
- (B) Contractor's itemized invoices shall include the contract number, Contractor's Texas Identification Number (TIN), and the OIG point of contact who assigned the case review.
- (C) HHSC-OIG will review and validate all invoices. Upon final approval, HHSC OIG will authorize payment and process all invoices.